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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2004 048151

2004 JUN - 8 10:11:11

MORRIS W. CARTER  
RECORDER

**Stewart Title Services  
of Northwest Indiana  
The Pointe  
5521 W. Lincoln Hwy.  
Crown Point, IN 46307**

### EASEMENT GRANT

044500560

THIS EASEMENT GRANT is made between Onnie D. Miller and Nureya J. Miller, ("Grantors A"), Anthony J. Delia and Frances N. Delia, ("Grantors B") and Antonio L. Belmonte (the "Grantee").

WHEREAS, Grantors A are the owners of a parcel of real estate commonly known as 9948 Wild Rose Lane, Munster, Indiana, which is legally described as follows and is hereinafter referred to as "Parcel A":

Lot 53 in Meadows of St. George Subdivision Unit 2, as per plat thereof recorded in Plat Book 82 page 43 in the Office of the Recorder of Lake County, Indiana; and

WHEREAS, Grantors B are the owners of a tract of land commonly known as 1612 Thistle Lane, Munster, Indiana, which is legally described as follows and is hereinafter referred to as "Parcel A":

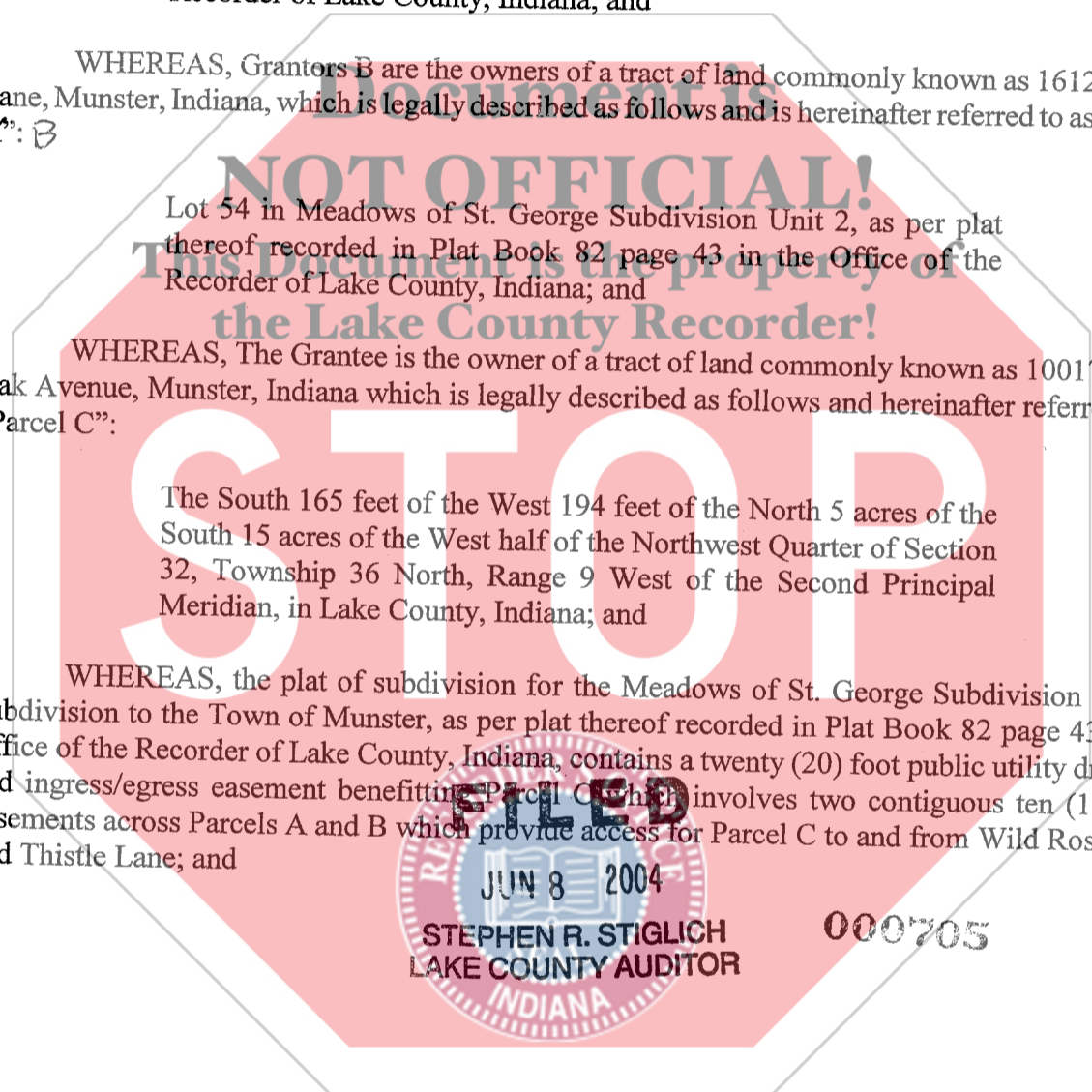
*Handwritten initials and "A": B"*

Lot 54 in Meadows of St. George Subdivision Unit 2, as per plat thereof recorded in Plat Book 82 page 43 in the Office of the Recorder of Lake County, Indiana; and

WHEREAS, The Grantee is the owner of a tract of land commonly known as 10017 White Oak Avenue, Munster, Indiana which is legally described as follows and hereinafter referred to as "Parcel C":

The South 165 feet of the West 194 feet of the North 5 acres of the South 15 acres of the West half of the Northwest Quarter of Section 32, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana; and

WHEREAS, the plat of subdivision for the Meadows of St. George Subdivision Unit 2, Subdivision to the Town of Munster, as per plat thereof recorded in Plat Book 82 page 43 in the Office of the Recorder of Lake County, Indiana, contains a twenty (20) foot public utility drainage and ingress/egress easement benefitting Parcel C which involves two contiguous ten (10) foot easements across Parcels A and B which provide access for Parcel C to and from Wild Rose Lane and Thistle Lane; and



**FILED**  
JUN 8 2004  
STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR  
INDIANA

000705

*Handwritten: \$1700 St*

WHEREAS, the easement makes no provision for its maintenance nor does it define with specificity the nature of the easement; and

WHEREAS, to reaffirm the easement contained in the plat of subdivision and to clearly express the terms of the easement, Grantors A and Grantors B wish to grant to Grantee and the Grantee wishes to receive from Grantors A and Grantors B, an easement over, under and across that part of Parcels A and B benefitting Parcel C consisting of a twenty (20) foot easement for ingress and egress to and from Parcel C to Wild Rose Lane and Thistle Lane.

NOW THEREFORE, in consideration of and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and covenants and restrictions are made:

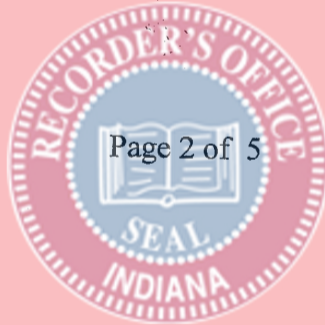
1. **Grant of Easement A.** Grantors A hereby grant to the Grantee, his successors and assigns, a perpetual easement appurtenant to Parcel C for ingress and egress over, under and across the Easement Premises for the purposes of foot and vehicular traffic to and from Parcel C and Wild Rose Lane and Thistle Lane. Grantors A and their successors in interest shall not take, or suffer to be taken, any actions which interfere with or impede Grantee's use of the Easement Premises. The Grantors A Easement Premises is declared to be the ten (10) foot access easement identified on Lot 53 of the Plat of Subdivision. The grant includes the right to install an asphalt, brick paver or concrete driveway upon the Easement Premises.

2. **Grant of Easement B.** Grantors B hereby grant to the Grantee, his successors and assigns, a perpetual easement appurtenant to Parcel C for ingress and egress over, under and across the Easement Premises for the purposes of foot and vehicular traffic to and from Parcel C and Wild Rose Lane and Thistle Lane. Grantors B and their successors in interest shall not take, or suffer to be taken, any actions which interfere with or impede Grantee's use of the Easement Premises. The Grantors B Easement Premises is declared to be the ten (10) foot access easement identified on Lot 54 of the Plat of Subdivision. The grant includes the right to install an asphalt, brick paver or concrete driveway upon the Easement Premises.

3. **Maintenance of Easement.** Grantee and his successors covenant to maintain the Grantors A and Grantors B Easement Premises in good condition in a manner suitable for the purposes expressed herein at Grantee's expense.

4. **Warranties of Title.** Grantors warrant that Grantors have good and indefeasible fee simple title to the Easement Premises.

5. **Running of Benefits and Burdens.** All provisions of this instrument, including the benefits and burdens, shall run with the land and are binding upon and inure to successors and assigns of the parties hereto.



6. **Enforcement.** Either party and their successors in interest may enforce this instrument by appropriate action and, should such party prevail in such litigation, the prevailing party shall recover its reasonable attorney's fees, court costs and expenses. Either party shall be entitled to specific performance and injunctive relief, in addition to any and all other remedies available at law or in equity, which shall be cumulative and not exclusive.

7. **Laws.** This instrument shall be construed in accordance with the laws of the State of Indiana.

8. **Severability.** In the event any portion of this Easement Grant is found to be prohibited or invalid under applicable laws, such provision shall be ineffective to the extent of the invalidity, without invalidating the remainder of such provision or the other provisions of the Grant of Easement.

9. **Compliance with Laws.** Grantee covenants and agrees to take all actions necessary to ensure that this Easement Grant, and the rights and obligations set forth herein, are in full compliance with all applicable laws. Without limiting the foregoing, in the event that it is determined that this Easement Grant is defective in any manner or is not in compliance with the requirements of any applicable plats, zoning or building ordinances, other ordinances, statutes, laws, covenants, conditions or restrictions, judgments, rules, regulations or other governmental requirements, Grantors A, Grantors B and Grantee shall, at Grantee's cost and expense, take all actions necessary or appropriate or shall cooperate with such actions necessary and reasonable to carry out the intention of this Grant of Easement.

IN WITNESS WHEREOF, the Grantors and the Grantee have hereunto set their hands and seals this 19<sup>th</sup> day of May, 2004.

GRANTORS A:

Onnie D. Miller

Onnie D. Miller

Nureya J. Miller

Nureya J. Miller

GRANTEE

Antonio L. Belmonte

Antonio L. Belmonte

GRANTORS B:

Anthony J. Delia

Anthony J. Delia

Frances N. Delia

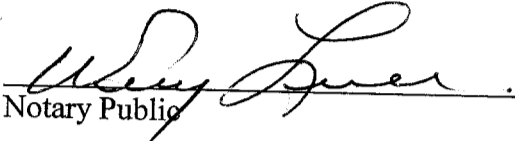
Frances N. Delia



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that Onnie D. Miller and Nureya J. Miller personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and the free and voluntary act of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4 day of ~~May~~ <sup>June</sup>, 2004.


  
Notary Public

My Commission Expires: 2-25-2011  
Resident of LAKE County

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that Anthony J. Delia and Frances N. Delia, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and the free and voluntary act of said partnership for the uses and purposes therein set forth.

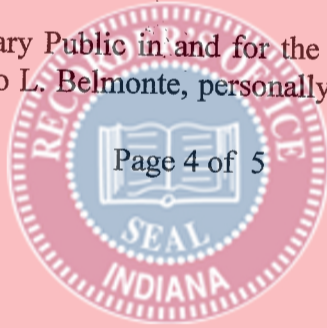
Given under my hand and notarial seal this 19 day of May, 2004.

  
Notary Public DIANE M. MARKLEY

My Commission Expires: 3/25/08  
Resident of LAKE County

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that Antonio L. Belmonte, personally known to me to be the same persons



whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and the free and voluntary act of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8<sup>th</sup> day of JUNE, 2004.

  
Notary Public

My Commission Expires: 9-3-2011  
Resident of Lake County

THIS INSTRUMENT WAS PREPARED BY:  
WILLIAM I. FINE, ATTORNEY AT LAW, 2833 LINCOLN STREET, SUITE F. HIGHLAND, INDIANA 46322

