

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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AGREEMENT FOR EASEMENT

2005 JUN 14 11:25:57
MICHAEL J. STIGLICH
RECORDER

THIS AGREEMENT made on the 10th day of June, 2005, by and between Robert Riddle and Louise Riddle as Co-Trustees of the Riddle Family Trust U/W/A dtd 4 March 2005, hereinafter referred to as "Grantor," and Douglas R. Klukken and Diana Govert-Klukken, Husband and Wife, hereinafter referred to as "Grantee,";

WITNESSETH:

A. Grantor is the owner of certain real property in Lake County, Indiana, locally described as follows, to wit:

The East 20 feet of Lot 16 and the West 51 feet of Lot 18, Smith's Addition to the Town, now City, of Crown Point, as per plat thereof, recorded in Deed Record "E". page 244, in the Office of the Recorder of Lake County, Indiana.

hereinafter referred to as the "Servient Tenement."

B. The Grantee is the owner of certain real property in Lake County, Indiana, legally described as follows, to-wit:

The East 15 feet of Lot 18 and the West 41 feet of Lot 20, Smith's Addition to the Town, now City, of Crown Point, as per plat thereof, recorded in Deed Record "E". page 244, in the Office of the Recorder of Lake County, Indiana.

hereinafter referred to as the "Dominant Tenement."

C. The Grantee desires to acquire certain rights in the Servient Tenement.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

GRANT OF EASEMENT

the sum of Ten Dollars (\$10.00) and other valuable consideration,

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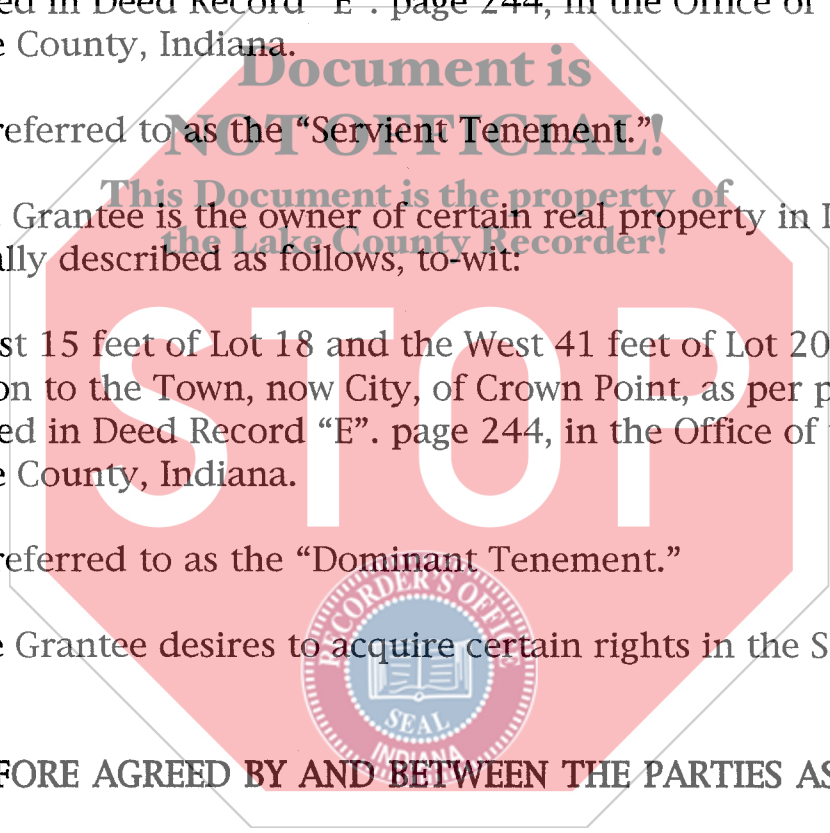
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STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

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Grantor hereby grants to Grantee, their heirs, successors and assigns in perpetuity, an easement as hereinafter described.

CHARACTER OF EASEMENT

2. The easement granted herein is appurtenant to the Dominant Tenant.

DESCRIPTION OF EASEMENT

3. The easement granted herein shall be used for the purposes of providing pedestrian and vehicular ingress and egress to the real property owned by the Grantee, which property is hereinabove described as the Dominant Tenement, which adjoins the property of the Grantor to the East.

LOCATION

4. The easement granted herein is located as follows:

An Access Easement being the North 110 feet of the East 15 feet of the West 51 feet of Lot 18, Smith's Addition to the Town, now City, of Crown Point, as per plat thereof, recorded in Deed Record "E", page 244, in the Office of the Recorder of Lake County, Indiana.

EXCLUSIVENESS OF EASEMENT

5. The easement, rights, and privileges granted herein are exclusive and Grant covenants that he will not convey any other easement of conflicting rights within the area covered by this grant.

SECONDARY EASEMENTS

6. The easement fronted herein includes incidental rights of maintenance, repair, and replacement.

CONSTRUCTION OF FACILITIES

7. In addition to the easements, rights, and privileges herein conveyed, Grantee shall have the right to use so much of the surface of the above described property of Grantor as may be reasonably necessary to construct and install within the easement granted hereby a road to facilitate egress and ingress to the Dominant Tenement.

TRIMMING ENCROACHING VEGETATION

8. Grantee shall have the right to cut and trim trees or shrubbery which may encroach on the easement area herein conveyed, and Grantee shall dispose of all cuttings and trimmings either by piling and burning within the easement area or by loading and hauling away from the premises.

MAINTENANCE AND REPAIR

9. Grantee for himself, his heirs and assigns, covenants with Grantor, his heirs and assigns, that Grantee, from time to time, and at all times hereafter, at his own costs and expense, will repair and maintain, in a proper, substantial, and workmanlike manner any and all improvements placed by Grantee upon the easement being granted herein for egress and ingress. That the Grantor shall have no responsibility to the Grantee for repairs and maintenance to any and all improvements placed upon the easement granted herein.

INDEMNIFICATION

10. Grantee agrees and covenants to indemnify and save harmless Grantor for and against any and all actions, proceedings, claims, liability, damages or expenses, including legal fees arising from injury to person or property, occasioned wholly or in part by any act or omission of Grantee, or of Grantee's heirs, assigns, invitees, licensees or lessees or by Grantee's failure of or negligence in maintaining or repairing the easement granted herein.

ENTIRE AGREEMENT

11. This instrument contains the entire agreement between the parties

relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this agreement must be in writing and must be signed by the party to be charged.

BINDING EFFECT

12. This Agreement shall bind and inure to the benefit of the respective parties, personal representatives, successors and assigns of the parties hereto.

ALL the above being agreed to by and between the parties this 21st day of June, 2005.

GRANTOR:

Robert Riddle
Robert Riddle, Trustee

Louise Riddle
Louise Riddle, Trustee

GRANTEE:

Douglas R. Klukken
Douglas R. Klukken

Diana Govert Klukken
Diana Govert Klukken

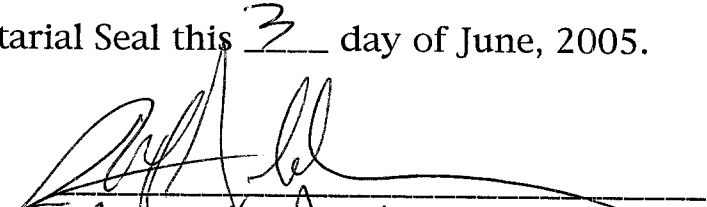


GRANTOR'S ACKNOWLEDGMENT

STATE OF INDIANA, COUNTY OF LAKE, SS:

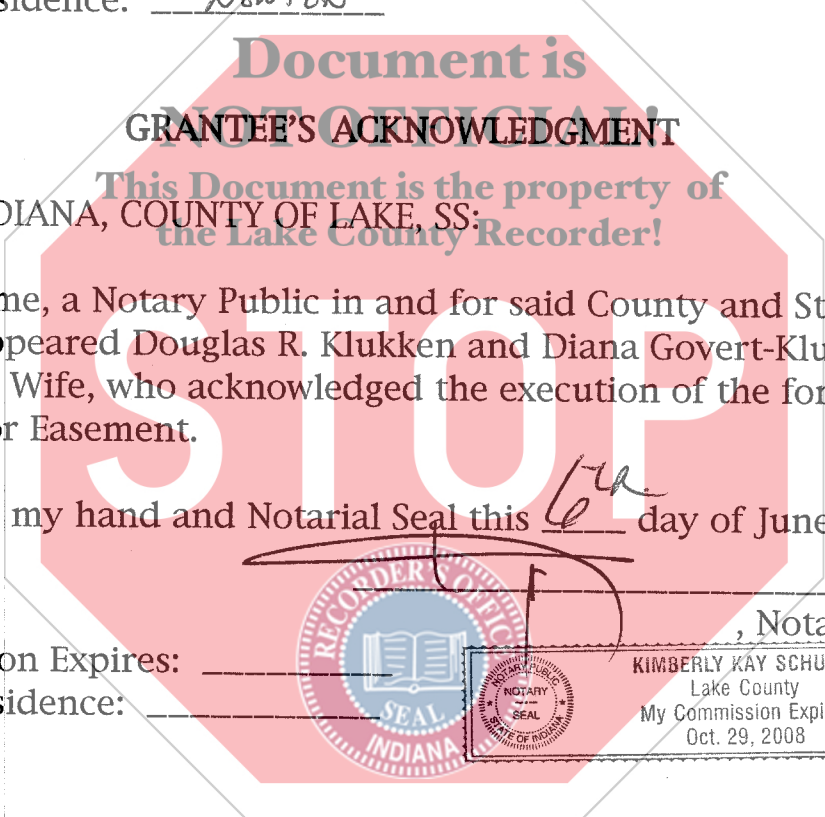
Before me, a Notary Public in and for said County and State, personally appeared Robert Riddle and Louise Riddle as Co-Trustees of the Riddle Family Trust U/W/A dtd 4 March 2005 who acknowledged the execution of the foregoing Agreement for Easement.

Witness my hand and Notarial Seal this 3 day of June, 2005.



Marc H. Donaldson, Notary Public

My Commission Expires: 4-15-2009
County of Residence: Newton




GRANTEE'S ACKNOWLEDGMENT

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, a Notary Public in and for said County and State, personally appeared Douglas R. Klukken and Diana Govert-Klukken, Husband and Wife, who acknowledged the execution of the foregoing Agreement for Easement.

Witness my hand and Notarial Seal this 6 day of June, 2005.



, Notary Public

My Commission Expires: _____
County of Residence: _____



This Document prepared by: Marc H. Donaldson, Attorney, #4709-45
405 N. Main St.
Crown Point, IN, 46307