

STATE OF INDIANA
LAKE COUNTY
GRANT OF NON-EXCLUSIVE
ACCESS EASEMENT
FILED FOR RECORD

2005 051532

Indenture, made the ~~1st~~ day of June, 2005, between JAMES L. HATCHETT AND CRYSTAL Y. HATCHETT (together known as "Grantor"), and ROBERT AND KATIE DOTSON (together known as "Grantee").

WHEREAS, the Grantor is seised of an estate in fee simple of a parcel of land as shown in Exhibit "A" attached hereto and described as follows:

Ingress/Egress Parcel:

Lot 56, Block 8, Lake Shore Addition to East Chicago, in the City of Gary, as shown in plat thereof, recorded in Plat Book 2, page 17, in the Office of the Recorder of Lake County, Indiana.

Key No.: 45-0250-0018 Tax Unit 25

WHEREAS, the Grantor is seised of an exclusive right-of-way easement over and along a parcel of land as shown in Exhibit "A" attached hereto and described as follows:

Exclusive Right of Way Easement:

The Northern ten (10) feet of Lot 55, Block 8, Lake Shore Addition to East Chicago, in the City of Gary, as shown in plat thereof, recorded in Plat Book 2, page 17, in the Office of the Recorder of Lake County, Indiana.

Key No.: 45-0250-0017 Tax Unit 25

WHEREAS, the Grantee is seised of an estate in fee simple of a parcel of land as shown in Exhibit "A" attached hereto and described as follows:

Southern Parcel:

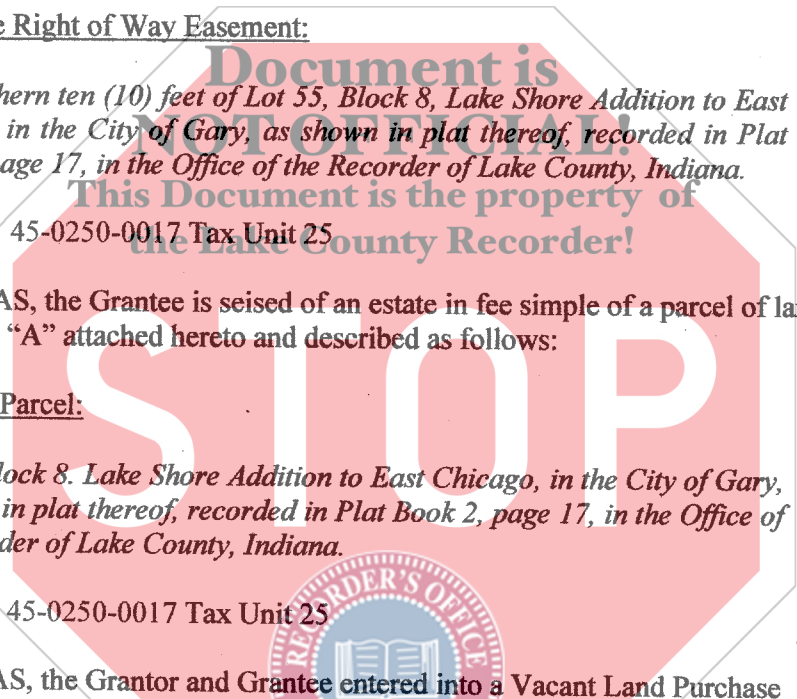
Lot 55, Block 8, Lake Shore Addition to East Chicago, in the City of Gary, as shown in plat thereof, recorded in Plat Book 2, page 17, in the Office of the Recorder of Lake County, Indiana.

Key No.: 45-0250-0017 Tax Unit 25

WHEREAS, the Grantor and Grantee entered into a Vacant Land Purchase Agreement on or about May 6, 2005, whereby it was agreed that Grantor would retain a ten (10) foot right of way easement over and along the Southern Parcel for the purposes of ingress and egress to benefit the Ingress/Egress Parcel and provide a driveway over the northern ten (10) feet of the Southern Parcel and the southern 5 feet of the Ingress/Egress

290662.v1 /4810-00001

WHEN RECORDED RETURN TO:
PROFESSIONALS' TITLE
SERVICES, LLC
9195 BROADWAY
MERRILLVILLE, IN 46410



FILED

JUN 22 2005

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

01829

2302
CA# 1752
m

Parcel for the use and benefit of both the Grantor and Grantee, their successors, heirs, and assigns;

NOW THEREFORE, in pursuance of the Vacant Land Purchase Agreement by and between Grantor and Grantee, dated the 6th day of May 2005, and in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Grantee, their successors, heirs, and assigns to have and to hold in perpetuity:

A NON-EXCLUSIVE EASEMENT or right of way over and along the southern five (5) feet of Lot 56, Block 8. Lake Shore Addition to East Chicago, in the City of Gary, as shown in plat thereof, recorded in Plat Book 2, page 17, in the Office of the Recorder of Lake County, Indiana, and a non-exclusive easement or right of way over and along the northern ten (10) feet of Lot 55, Block 8. Lake Shore Addition to East Chicago, in the City of Gary, as shown in Exhibit "A" attached hereto ("Driveway").

Said non-exclusive easement granted herein shall be for the sole purpose of providing vehicular ingress and egress (solely for passenger vehicles) between the County Line Road (a Public Right-of-Way) and the Southern Parcel for Grantee, its tenants, servants, visitors, and licensees at all times hereafter for all legal and permissible purposes connected with the use and enjoyment of the residential dwelling of the Grantee (i.e. a driveway).

The owner of the Ingress/Egress Parcel shall maintain in good, clean and safe condition, repair, and replace the Driveway. Grantee, its successors and assigns shall pay a proportionate share of maintenance, repair and replacement cost for the Driveway. For the purposes of this paragraph, the term "proportionate share" of the Grantee, its successors and assigns shall mean one-half (½) the cost of maintenance, repair and replacement cost(s) of the Driveway. If Grantee, its successors or assigns or any tenant, servant, employee, customer, visitor, and/or licensee of the Grantee, its successors or assigns at any time disturbs the surface of the Driveway or any other portion of the Ingress/Egress Parcel for any reason, then the Grantee, its successors or assigns shall at its/their sole cost and expense promptly restore that area to the same condition or better as prior to the disturbance. Should owner of the Ingress/Egress Parcel fail to maintain the Driveway and improvements thereon as above described and further fail to cure any such default within 45 days after being given written notice of default from the Grantee, its successors or assigns (which notice shall specify the default with reasonable specificity), then the Grantee, its successors or assigns having given such notice, acting alone shall have the right, but not the obligation to cure such default and the cost thereof shall be shared as provided herein.

No buildings, fences or other structures or obstructions shall be constructed, placed or maintained on the driveway that would interfere with the free flow of vehicular traffic as set forth above between and among the Ingress/Egress Parcel

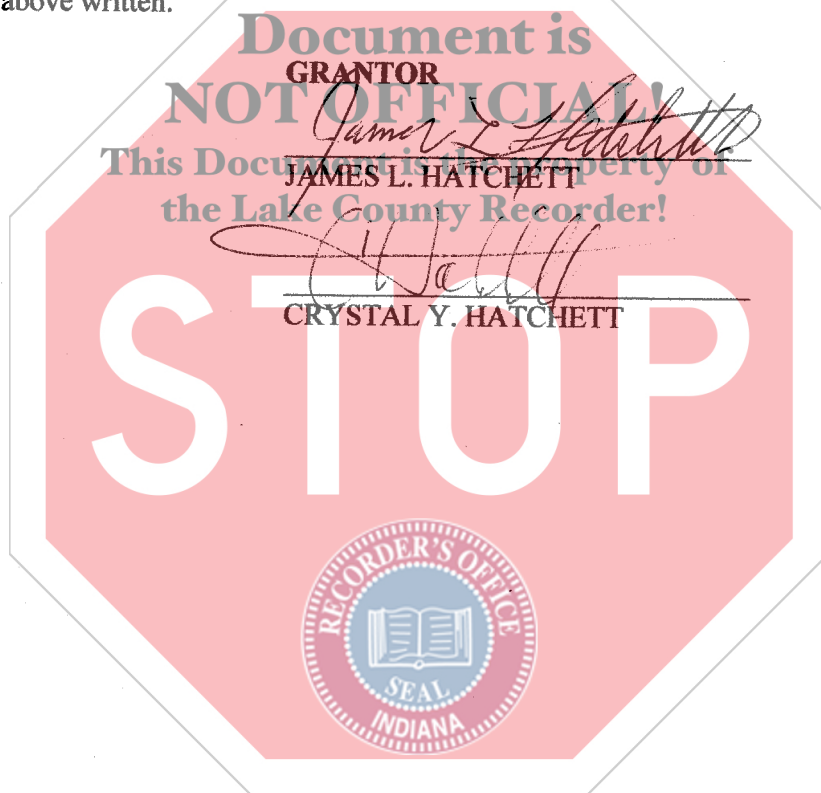
over and along the Driveway to and from County Line Road, provided that this restriction shall not prohibit the installation of lane markers, directional signs and other traffic control devices within the Driveway nor the installation of landscaping to provide visual screening.

The Driveway shall be solely for the purpose of providing vehicular ingress and egress (exclusively passenger vehicles) and shall not be construed as giving the Grantee, its successors or assigns or anyone claiming through the Grantee, its successors or assigns the right to park vehicles on the Driveway.

Grantor, its successors or assigns shall not reconfigure or modify the Driveway without the prior written consent of the Grantee, its successors or assigns which consent shall not be unreasonably withheld.

Nothing contained in this document is intended nor shall it be construed as a dedication of the Driveway or any portion of the Ingress/Egress Parcel as a public way or for the benefit of the general public or any governmental authority or any owner or occupant of any property adjoining or near the Ingress/Egress Parcel except as specifically set forth herein.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared JAMES L. HATCHETT who acknowledged execution of the foregoing Grant of Easement as his free and voluntary act.

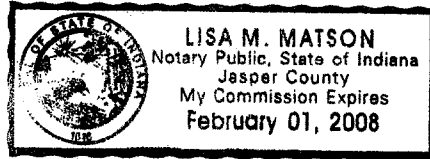
Witness my hand and Notarial Seal this 28th day of June 2005.

Signature: _____

Printed: _____

My Commission Expires: _____

Resident of _____ County



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared CRYSTAL Y. HATCHETT who acknowledged execution of the foregoing Grant of Easement as her free and voluntary act.

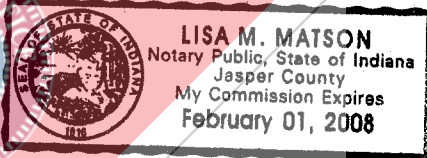
Witness my hand and Notarial Seal this 28th day of June 2005.

Signature: _____

Printed: _____

My Commission Expires: _____

Resident of _____ County



IN WITNESS WHEREOF, the Grantee has hereunto set his hand and seal the day and year first above written.

GRANTEE

Robert Dotson

ROBERT DOTSON

Katie Dotson

KATIE DOTSON



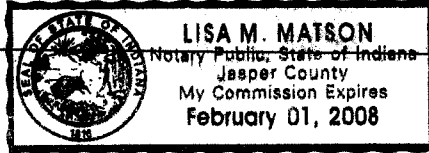
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared ROBERT DOTSON who acknowledged execution of the foregoing Grant of Easement as his free and voluntary act.

Witness my hand and Notarial Seal this 25th day of June 2005.

Signature: _____

Printed: _____



My Commission Expires: _____

Resident of _____ County

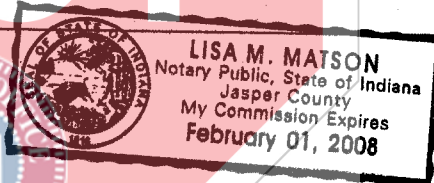
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared KATIE DOTSON who acknowledged execution of the foregoing Grant of Easement as her free and voluntary act.

Witness my hand and Notarial Seal this 25th day of June 2005.

Signature: _____

Printed: _____



My Commission Expires: _____

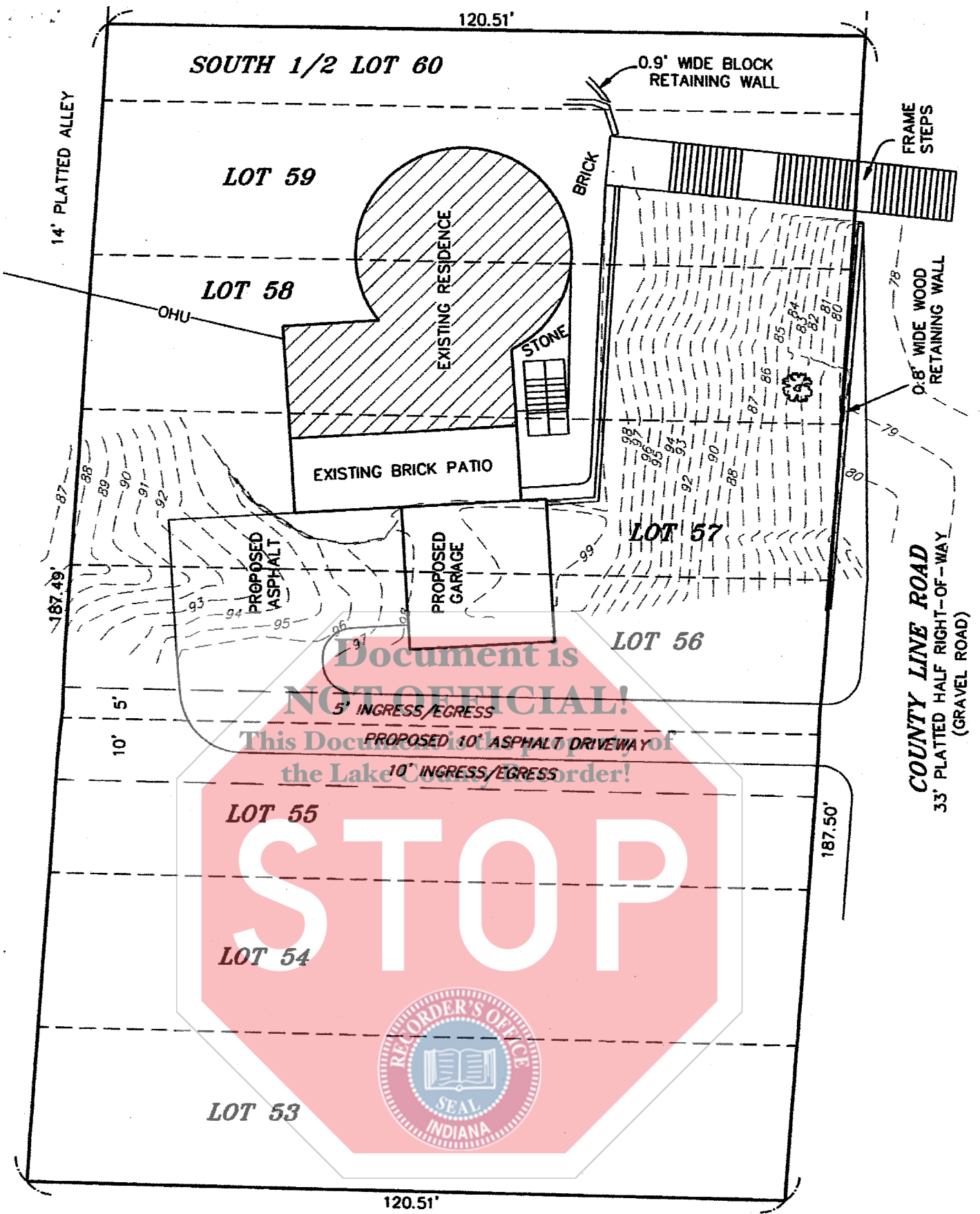
Resident of _____ County

This instrument was prepared by Stephen J. Sullivan, Esquire
Beckman, Kelly & Smith, 5920 Hohman Avenue, Hammond, Indiana 46320
Phone (219) 933-6200

EXHIBIT "A"
GRANT OF NON-EXCLUSIVE
ACCESS EASEMENT



SITE PLAN



OUTH HALF
EAST
N PLAT
CORDER OF

UTH 5
ION TO
IDER OF

120.51'

187.50'