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LAKE COUNTY
RECORDER

DECLARATION OF DRIVEWAY EASEMENT

This DECLARATION OF DRIVEWAY EASEMENT is made as of this 20th day of August, 2008, by Jacklyn A. Donelson, Trustee of the Donelson Living Trust dated August 20, 1997 ("Donelson"), whose address is P.O. Box 34, Crown Point, Indiana 46307

grantee address

RECITALS:

A. Donelson owns real estate located at 414 N. Court St., in the City of Crown Point, Lake County, Indiana, designated as "Lot 1" in Exhibit "A" ("Lot 1"). Donelson also owns certain real estate located at 414 N. Court St., in the City of Crown Point, Lake County, Indiana, contiguous to Lot 1, which real estate is designated as "Lot 2" in Exhibit "A" ("Lot 2").

NOW THEREFORE, Donelson declares the following easement and rights:

1. **Driveway Easement.** Donelson declares, conveys and warrants to the owners of Lot 1 and Lot 2, a non-exclusive, perpetual easement for use as a driveway for ingress and egress to and from Lot 1 and Lot 2. The driveway consists of an approximately 16 Feet by 106.5 Feet section of real estate located between Lot 1 and Lot 2, which is designated as an Ingress/Egress Easement in Exhibit "A" ("Easement"). The Easement shall be for the common use and benefit of the owners of Lot 1 and Lot 2, their heirs, personal representatives, successors, assigns, grantees, invitees and licensees.
2. **Term.** The term of this Easement shall be perpetual.
3. **Taxes and Assessments.** Each owner of Lot 1 and Lot 2 shall contribute equally in the payment of all taxes and assessments imposed upon the real estate included within the boundaries of the Easement. If the Easement is not separately assessed and it is assessed as part of each owner's Lot, the owners shall pay the real estate taxes for their own Lot.
4. **Maintenance and Repair of Easement.** The owners of Lot 1 and Lot 2 shall share equally in the costs to maintain and repair the Easement, and each owner shall reimburse the other owner for damage to the driveway caused by the negligence of such owner, their successors, assigns, grantees, invitees, tenants, and licensees.
5. **Insurance.** The owners of Lot 1 and Lot 2, at their own expense, will each provide liability insurance covering the Easement.

FILED

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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6. Running of Benefits and Burdens. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, personal representatives, grantees, successors and assigns of the owners of Lot 1 and Lot 2.

IN WITNESS WHEREOF, Donelson has executed this Declaration as of the day and year first above written.

Jacklyn A. Donelson, Trustee
JACKLYN A. DONELSON, Trustee

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, this 20th day of August, 2008, personally appeared Jacklyn A. Donelson, Trustee of the Donelson Living Trust dated August 20, 1997, who acknowledged the execution of the above and foregoing Declaration of Driveway Easement as her free act and deed.



This Document is the property of the Lake County Recorder!

Lisa Moreno
Lisa Moreno, Notary Public

My Commission Expires: 11-15-2014
Resident of Lake County, Indiana

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Troy R. Barron

This instrument prepared by Troy R. Barron, Burke Costanza & Cuppy LLP
9191 Broadway, Merrillville, Indiana 46410