

Prepared by:  
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2024 Hickory Rd., Suite 205  
Homewood IL 60430

2011 024364

LAKE COUNTY  
FILED FOR RECORD  
2011 MAY -2 AM 9:49  
REC'D  
INDEXED

**TEMPORARY EASEMENT  
AGREEMENT** *CJC 620110554Cm*

This temporary easement agreement is made the 14<sup>th</sup> day of April, 2011, by and between the LAKE COUNTY TRUST COMPANY, as Trustee of Trust No. 5963, dated June 4, 2008, (hereinafter referred to as "Trust No. 5963") and Gerald T. Musser and Nancy S. Musser, as Trustees of the MUSSER TRUST No. 1, dated Oct. 3, 1995, (hereinafter referred to as "The Musser Trust").

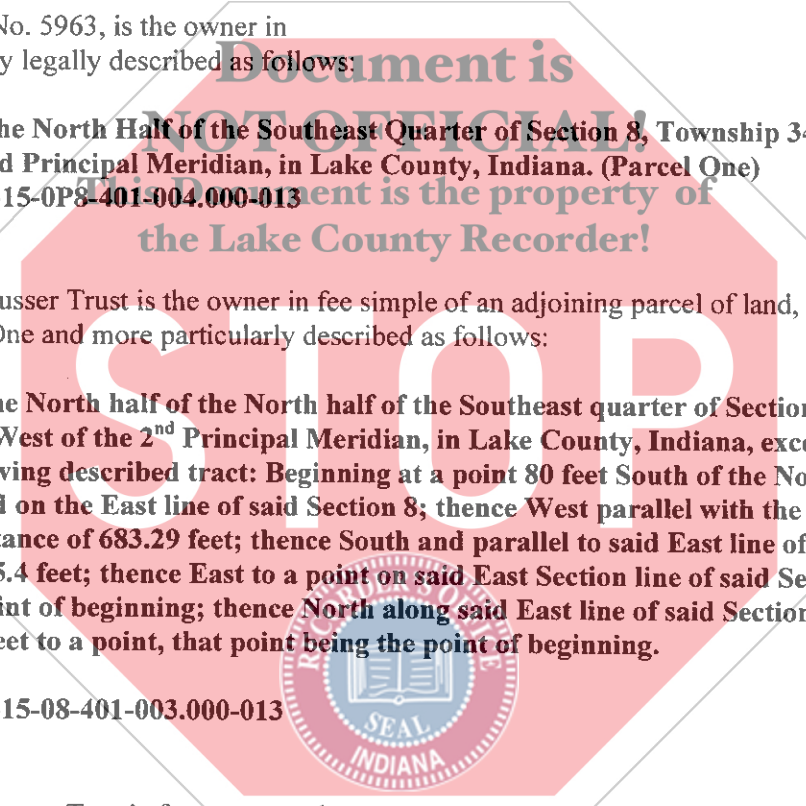
Whereas, Trust No. 5963, is the owner in fee simple of property legally described as follows:

**The South Half of the North Half of the Southeast Quarter of Section 8, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana. (Parcel One)**  
Parcel Number: 45-15-0P8-401-004.000-013  
and

Whereas, The Musser Trust is the owner in fee simple of an adjoining parcel of land, lying adjacent to and north of Parcel One and more particularly described as follows:

**The South half of the North half of the North half of the Southeast quarter of Section 8, Township 34 North, Range 9 West of the 2<sup>nd</sup> Principal Meridian, in Lake County, Indiana, excepting therefrom the following described tract: Beginning at a point 80 feet South of the North line of the above said tract and on the East line of said Section 8; thence West parallel with the aforesaid North line for a distance of 683.29 feet; thence South and parallel to said East line of said Section 8 for a distance of 255.4 feet; thence East to a point on said East Section line of said Section 8, 254.77 feet South of the point of beginning; thence North along said East line of said Section 8 for a distance of 254.77 feet to a point, that point being the point of beginning.**  
(Parcel Two)  
Parcel Number: 45-15-08-401-003.000-013  
and

Whereas, The Musser Trust's fence encroaches across the northern line of Parcel One by approximately 9.1 feet for a distance of approximately 500 feet (said encroachment hereinafter referred to as "the fence"), as shown on the survey of Parcel One dated March 4<sup>th</sup>, 2011, by Professional Land



CHICAGO TITLE INSURANCE COMPANY

**FILED**

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PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

# 19  
CT  
Cw

Surveying, P.C., a copy of which is attached hereto as Exhibit A.

Therefore, in consideration of one dollar and for the mutual promises and agreements hereinafter contracted, it is agreed as follows:

1. Trust 5963 hereby grants to The Musser Trust and its heirs, successors, and assigns a temporary easement for the use, maintenance, and repair of the fence at its present location as shown on the Survey, said temporary easement to be appurtenant to Parcel Two.

2. Trust No. 5963 and its heirs, successors and assigns (collectively "Trust No. 5963"), shall not be responsible for any maintenance, repair, upkeep, or liability because of said fence, and the Musser Trust agrees to indemnify and hold Trust No. 5963 harmless from any loss occasioned by said fence being located on Parcel One and by The Musser Trust's exercise of its rights and privileges hereunder, including any loss arising or growing out of any damage or injury caused by the negligence of The Musser Trust or its heirs, successors, and assigns.

3. The Musser Trust agrees that if said fence is ever destroyed or is in a state of disrepair by more than 50 percent, or otherwise has to be replaced, then the fence will be removed from Parcel One by the Musser Trust, whereupon this easement will automatically terminate and be of no further force and effect. Any replacement fence will be erected entirely on Parcel Two.

4. The Musser Trust agrees that if it removes said fence from Parcel One for any reason (e.g., a voluntary removal for aesthetic reasons), this easement will automatically terminate and be of no further force and effect. Any replacement fence will be erected entirely on Parcel Two.

5. By executing this agreement, The Musser Trust disclaims any possible claim based on the adverse possession of that portion of Parcel One occupied by said fence.

6. The easement herein granted shall run with the land and shall inure to the benefit and use of parties and their heirs, successors, and assigns, provided, however, that nothing contained herein shall be construed as a conveyance to The Musser Trust of any ownership interest in Parcel One.

7. Either party may terminate this grant of easement upon sixty (60) days advance notice by executing a release of easement and delivering said release to the current owner of the other Parcel at the last known address of the other Parcel owner, whereupon all rights, duties, and liabilities hereby created shall terminate and the encroaching fence shall be removed. The Parcel owner who so terminates this grant shall be responsible for recording said release in the Office of the Recorder, Lake County, Indiana.

LAKE COUNTY TRUST COMPANY  
as Trustee of Trust No. 5963 dated June 4, 2008

Gerald T. Musser  
as Trustee

Nancy S. Musser  
as Trustee

By: SEE SIGNATURE PAGE ATTACHED

of MUSSER TRUST No. 1  
dated October 3, 1995

State of Illinois )  
                          ) ss  
County of Cook )

Before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, this 19<sup>th</sup> day of April, 2011, came Gerald T. Musser and Nancy S. Musser, as Trustees, and acknowledged the execution of the foregoing

Temporary Easement Agreement as their free and voluntary act, for the uses and purposes therein set forth.

Witness my hand and Official Seal.

*Barbara A. Delcorio*  
Notary Public



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. Jackie Smith



It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

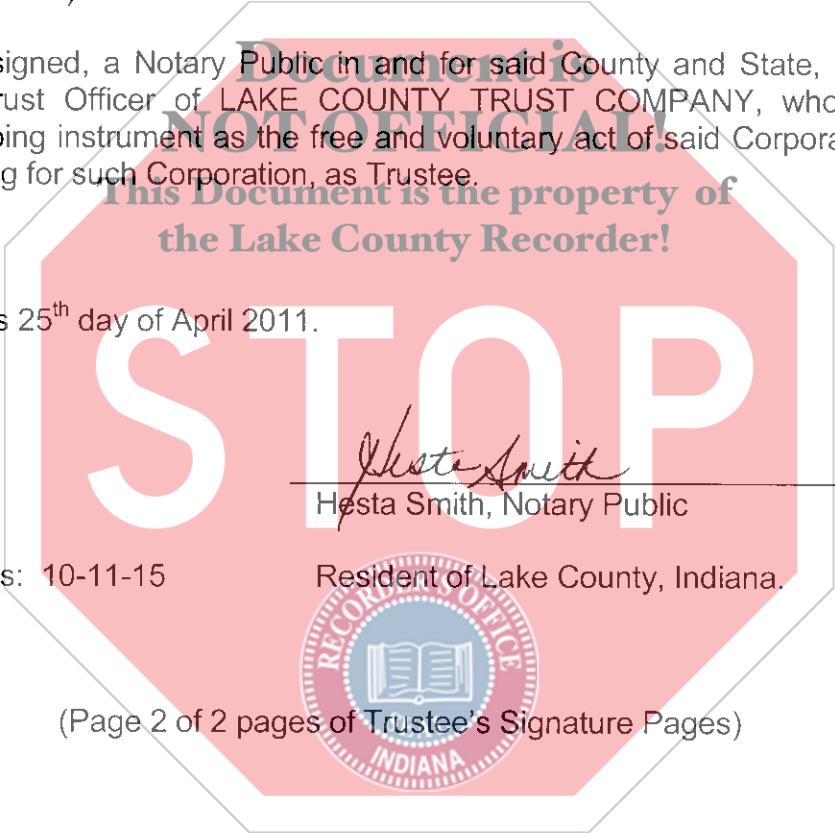
IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 25<sup>th</sup> day of April 2011.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated June 4, 2008 and known as Trust No. 5963.

By: Elaine M. Sievers  
Elaine M. Sievers, Trust Officer

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF LAKE     )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Elaine M. Sievers, Trust Officer of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee.



WITNESS my hand this 25<sup>th</sup> day of April 2011.

Hesta Smith  
Hesta Smith, Notary Public

My Commission Expires: 10-11-15

Resident of Lake County, Indiana.