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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MICHAEL L. FAJMAN  
RECORDER

**GRANT OF INGRESS, EGRESS AND UTILITY EASEMENT**

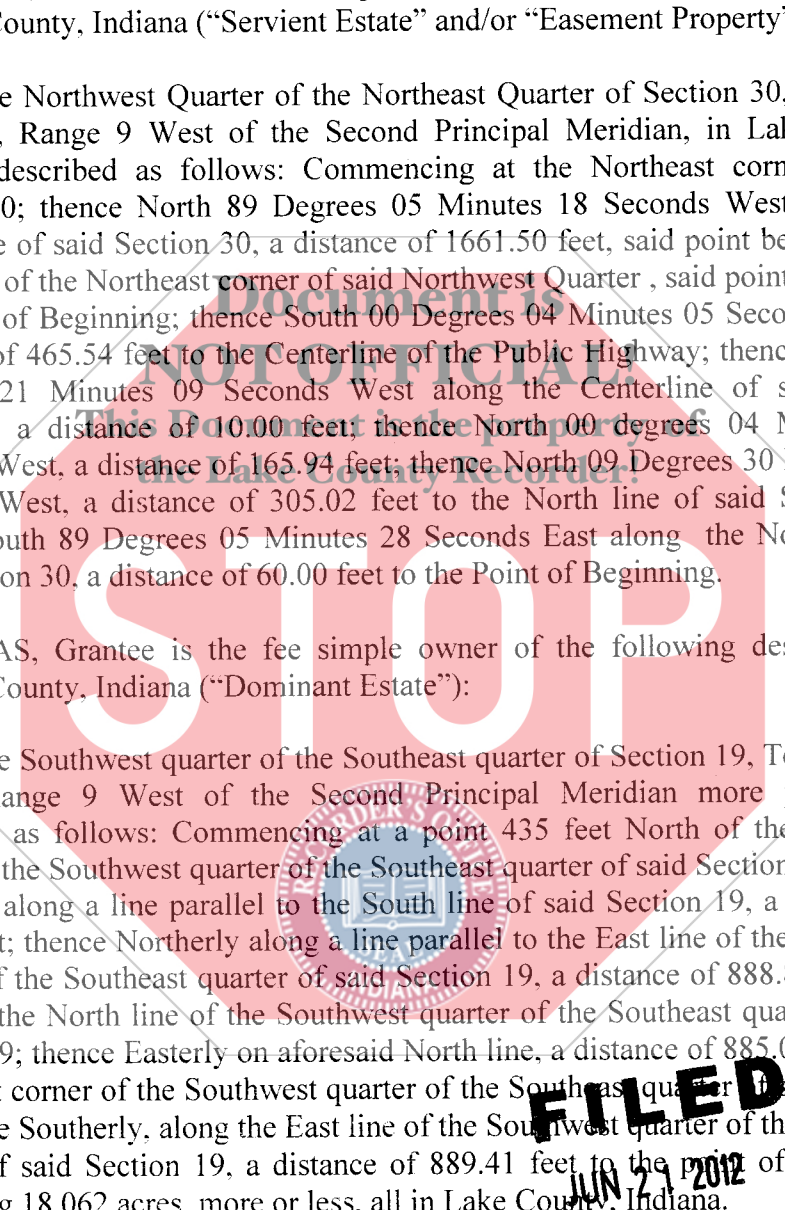
This Grant of Ingress, Egress and Utility Easement ("Agreement") dated this 11<sup>th</sup> day of June, 2012, by and between Joseph Lesniak and Loretta Lesniak, husband and wife, (collectively, "Grantor") whose address is 13522 W. 135<sup>th</sup> Avenue, Cedar Lake, Indiana 46303 and James L. Oesterle ("Grantee") whose address is 13110 W. 135<sup>th</sup> Avenue, Cedar Lake, Indiana 46303.

WHEREAS, Grantor is the fee simple owner of the following described real estate located in Lake County, Indiana ("Servient Estate" and/or "Easement Property"):

Part of the Northwest Quarter of the Northeast Quarter of Section 30, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at the Northeast corner of said Section 30; thence North 89 Degrees 05 Minutes 18 Seconds West along the North line of said Section 30, a distance of 1661.50 feet, said point being 332.30 feet West of the Northeast corner of said Northwest Quarter, said point also being the Point of Beginning; thence South 00 Degrees 04 Minutes 05 Seconds East, a distance of 465.54 feet to the Centerline of the Public Highway; thence South 88 Degrees 21 Minutes 09 Seconds West along the Centerline of said Public Highway, a distance of 10.00 feet; thence North 00 degrees 04 Minutes 05 Seconds West, a distance of 165.94 feet; thence North 09 Degrees 30 Minutes 04 Seconds West, a distance of 305.02 feet to the North line of said Section 30; thence South 89 Degrees 05 Minutes 28 Seconds East along the North line of said Section 30, a distance of 60.00 feet to the Point of Beginning.

WHEREAS, Grantee is the fee simple owner of the following described real estate located in Lake County, Indiana ("Dominant Estate"):

Part of the Southwest quarter of the Southeast quarter of Section 19, Township 34 North, Range 9 West of the Second Principal Meridian more particularly described as follows: Commencing at a point 435 feet North of the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 19; thence Westerly along a line parallel to the South line of said Section 19, a distance of 885.0 feet; thence Northerly along a line parallel to the East line of the Southwest quarter of the Southeast quarter of said Section 19, a distance of 888.80 feet to a point on the North line of the Southwest quarter of the Southeast quarter of said Section 19; thence Easterly on aforesaid North line, a distance of 885.0 feet to the Northeast corner of the Southwest quarter of the Southeast quarter of said Section 19; thence Southerly, along the East line of the Southwest quarter of the Southeast quarter of said Section 19, a distance of 889.41 feet to the point of beginning, containing 18.062 acres, more or less, all in Lake County, Indiana.



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WHEREAS, utilities and an access road for the benefit of the Dominant Estate are currently located, in part, within the Easement Property;

WHEREAS, Grantor hereby agrees to grant Grantee, its successors and assigns, the Dominant Estate, or any portion thereof, now or in the future, a perpetual and irrevocable easement for ingress, egress and utilities.

NOW THEREFORE, for good and valuable consideration, the mutual covenants, agreements, conditions and stipulations herein contained, the parties hereby mutually agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are hereby incorporated and made part of this Agreement.

2. **Grant of Easement.** Grantor, their successors and assigns, hereby grants to Grantee, a perpetual, irrevocable and non-exclusive easement for ingress, egress and utilities into, onto, on, upon, over, under, through, and across the Servient Estate (“Easement”).

The Easement granted herein shall include:

(A) The right of ingress and egress for both vehicular and pedestrian traffic within the Easement Property; the right to maintain and improve the access road located on the Easement Property; the right to maintain and re-locate any utilities, to include existing lines and mains, located within the Easement Property; and any other uses incidental and commonly affiliated therewith, including but not limited to landscaping and maintenance of said improvements, without the necessity of consent or permission from Grantor, to enable Grantee to realize the full benefit and use of the Easement.

(B) The right of ingress and egress for Grantee to inspect, maintain, repair and replace the existing improvements located on the Easement Property; provided, however, that should Grantee undertake such maintenance and repair or replacement, Grantee shall restore, as near as practicable, the surface of the Easement Property to the same condition as it was prior to any disturbance thereof.

3. **Easement to Run With Land.** The Easement granted, conveyed and created herein along with all covenants, promises and agreements shall, except as set forth in this document, run with the land and be binding upon and inure to the benefit of the parties involved and their heirs, successors and assigns, as well as all licensees and invitees.

4. **Severability.** If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this instrument becomes or is illegal, null, or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

5. **Attorney’s Fees.** In the event that either Grantor or Grantee shall engage an attorney



