

STATE OF INDIANA 305686
LAKE COUNTY
FILED FOR RECORD

2014 005272

2014 JAN 29 AM 10:34

MICHAEL B. BROWN
RECORDER

RETURN TO:

GLENN R. PATTERSON
LUCAS, HOLCOMB & MEDREA, LLP
300 E. 90TH DRIVE
MERRILLVILLE, IN 46410

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EASEMENT TERMINATION AGREEMENT

This Agreement is made and entered into by and between **F&G Investments, L.P.**, a Delaware limited partnership (herein "F&G") and **Franklin Dean Van Til and Gladys Ruth Van Til** (together herein, "Van Til").

WHEREAS, F&G is the owner of the following described real estate (the "F & G Real Estate"):

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the Lake County Recorder!**

PARCEL 1:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 22, WHICH POINT IS 15 RODS WEST OF THE CENTERLINE OF SAID QUARTER-QUARTER SECTION; RUNNING THENCE STRAIGHT NORTH TO THE CENTERLINE OF THE OLD CHICAGO ROAD; THENCE WEST ALONG SAID CENTERLINE, 5 RODS; THENCE SOUTH TO THE SOUTH LINE OF SECTION 22, THENCE EAST 5 RODS TO THE PLACE OF BEGINNING.

FILED

JAN 23 2014

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

010342

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CF
DN
REF

CHICAGO TITLE INSURANCE COMPANY

PARCEL II:

PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 27, WHICH POINT IS 15 RODS (250.31 FEET MEASURED) WEST OF THE CENTERLINE OF SAID QUARTER-QUARTER SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES 13 SECONDS EAST ALONG THE MONUMENTED WEST LINE OF THE WEST 5 RODS OF THE EAST 55 RODS OF SAID NORTHWEST QUARTER, A DISTANCE OF 97.58 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 39 SECONDS, A DISTANCE OF 5 RODS (83.44 FEET MEASURED); THENCE NORTH 00 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 97.58 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 26 MINUTES 39 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 5 RODS (83.44 FEET MEASURED) TO THE POINT OF BEGINNING.

WHEREAS, Van Til is the owner of the following described real estate (herein the "Van Til Real Estate"):

PARCEL I:

PART OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 27, 840.21 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 27; THENCE NORTH 268.49 FEET; THENCE WEST AT AN ANGLE OF 90°35'30" MEASURED FROM SOUTH TO WEST WITH THE LAST DESCRIBED LINE, A DISTANCE OF 166.86 FEET TO THE WEST LINE OF THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 27; THENCE SOUTHERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 270.21 FEET; THENCE EASTERLY A DISTANCE OF 166.82 FEET TO THE PLACE OF BEGINNING, EXCEPT THE EAST 30 FEET THEREOF.

PARCEL II:

PART OF THE WEST 5 RODS OF THE EAST 55 RODS OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID WEST 5 RODS OF THE EAST 55 RODS, SAID POINT BEING 873.12 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH ON SAID EAST LINE A DISTANCE OF 235.56 FEET; THENCE WEST A DISTANCE OF 83.43 FEET TO THE WEST LINE OF SAID EAST 55 RODS; THENCE SOUTH ON SAID WEST LINE A DISTANCE OF 236.42 FEET TO A POINT 872.48 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE EAST A DISTANCE OF 83.42 FEET TO THE POINT OF BEGINNING.

WHEREAS, F&G and Van Til intend hereby to terminate all rights of ingress and egress, (1) to and from the Van Til Real Estate and Ridge Road, and (2) to and from the F & G Real Estate and Orchard Drive, in accordance with the terms and provisions hereof.

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of F&G and Van Til, F&G and Van Til hereby agree as follows:

1. **Termination Of Van Til Rights.** Van Til does hereby forevermore release and terminate all rights to pedestrian, motor vehicle and all other modes of ingress and egress, over and upon the F & G Real Estate, to and from the Van Til Real Estate and Ridge Road, of whatever nature, kind, character, description, extent or duration, including but not limited to, (a) those licenses, easements, rights of way and other use rights, if any, arising out of the location and prior use of the "Asphalt Driveway" and/or the "Asphalt Drive" as shown on that certain Plat of Survey prepared by Torrenge Surveying, LLC dated August 22, 2013, and recorded on November 19, 2013 as Document No. 2013-086505 in the Lake County, Indiana Recorder's Office, and (b) all other licenses, all other easements (whether express, or whether arising by necessity at law or in equity, or otherwise), and all other rights of way.

2. **Termination of F&G Rights.** F&G does hereby forevermore release and terminate all rights to pedestrian, motor vehicle and all other modes of ingress and egress over and upon the Van Til Real Estate, to and from the F & G Real Estate and Orchard Drive, of whatever nature, kind, character, description, extent or duration, including but not limited to, (a) those licenses, easements, rights of way and other use rights, if any, arising out of any and all paved and unpaved walkways, driveways and paths located on the Van Til Real Estate, and (b) all other licenses, all other easements

(whether express, or whether arising by necessity at law or in equity, or otherwise), and all other rights of way.

3. Use Restrictions. Consistent with the foregoing release and termination of rights, (a) Van Til is hereby prohibited from using any part of the F & G Real Estate for pedestrian, motor vehicle, or any other mode of ingress and egress to and from Ridge Road, in perpetuity, and (2) F&G is hereby prohibited from using any part of the Van Til Real Estate for pedestrian, motor vehicle, or any other mode of ingress and egress to and from Orchard Drive, in perpetuity.

4. Binding Effect. The release and termination of rights set forth in Paragraphs 1. and 2. above and the use restrictions set forth in Paragraph 3. above, shall inure to the benefit of, and shall be binding upon, the respective successors in interest and assigns of F&G and Van Til, without qualification, limitation or exception.

So agreed to this 13th day of January, 2014.

F&G:

F&G INVESTMENTS, L.P., by its sole General Partner, F & G General Partner LLC

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NOT OFFICIAL!
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the Lake County Recorder!

By: Franklin D. Van Til
Franklin D. Van Til, Member

By: Gladys R. Van Til
Gladys R. Van Til, Member

VAN TIL:

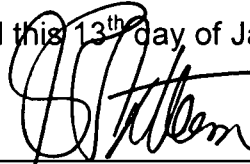
Franklin Dean Van Til
Franklin Dean Van Til

Gladys Ruth Van Til
Gladys Ruth Van Til

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Franklin D. Van Til and Gladys R. Van Til, being all of the members of F & G General Partner LLC, as the sole General Partner of F&G Investments, L.P., who acknowledged the execution of the foregoing Agreement and who, having been duly sworn, stated the representations therein contained are true.

WITNESS my hand and notarial seal this 13th day of January, 2014.



Glen R. Patterson, Notary Public

My Commission Expires: November 25, 2016

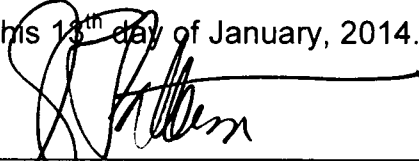
County of Residence: Lake



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Franklin Dean Van Til and Gladys Ruth Van Til, who acknowledged the execution of the foregoing Agreement and who, having been duly sworn, stated the representations therein contained are true.

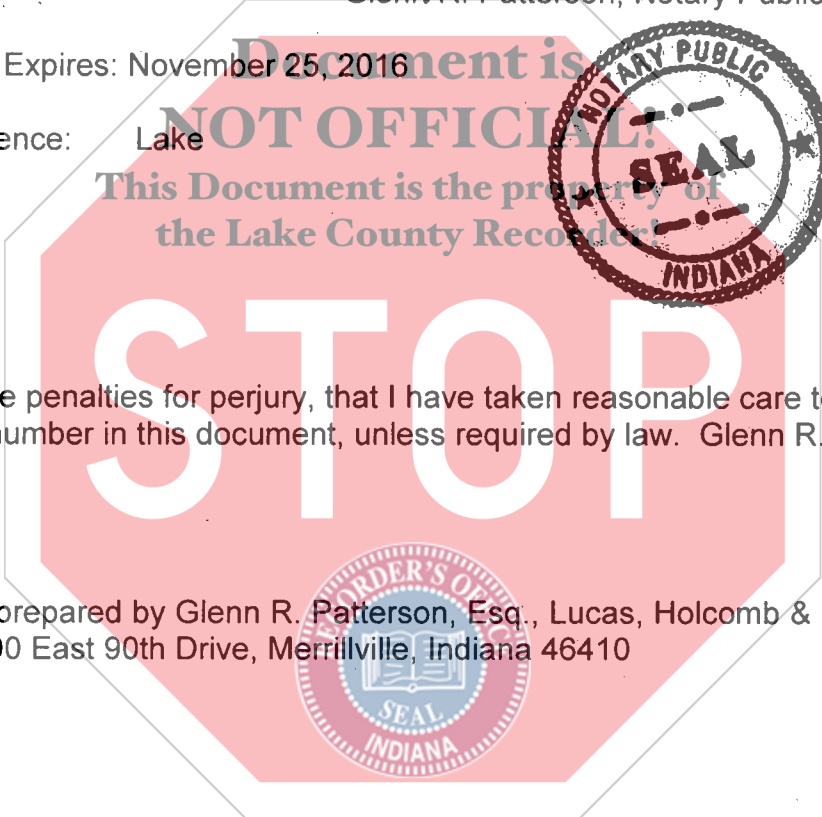
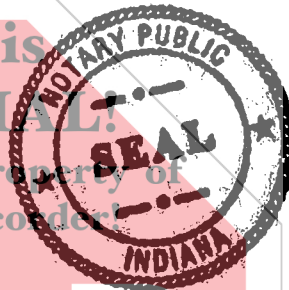
WITNESS my hand and notarial seal this 13th day of January, 2014.



Glenn R. Patterson, Notary Public

My Commission Expires: November 25, 2016

County of Residence: Lake



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. Glenn R. Patterson.

This Instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Medrea, LLP, Easton Court, 300 East 90th Drive, Merrillville, Indiana 46410

