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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 024501

2014 MAY -1 AM 9:45

MICHAEL B. BROWN
RECORDER

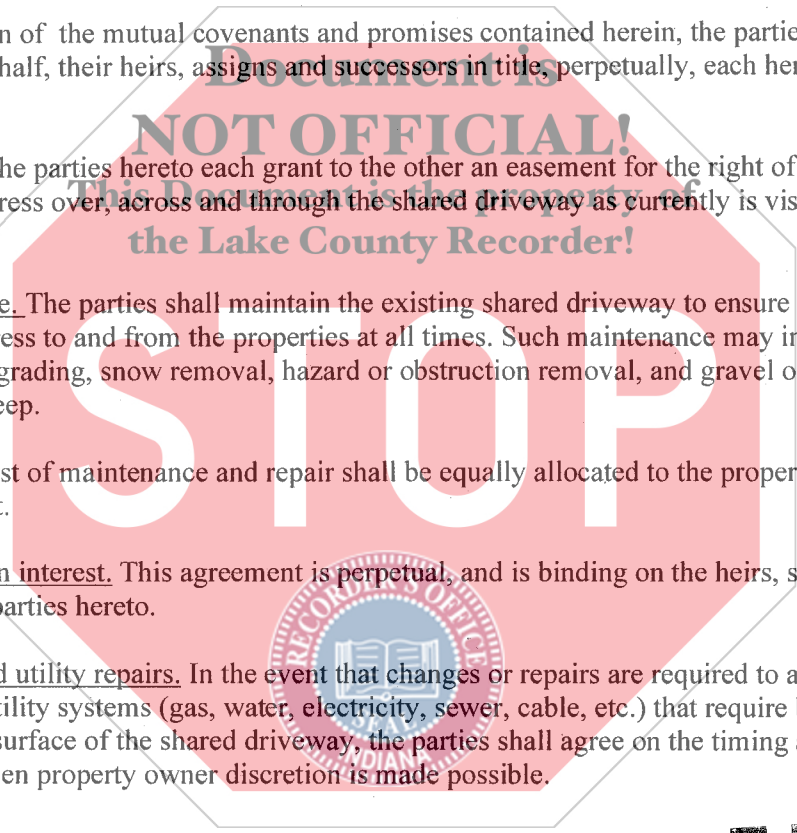
RETURN TO:
NewDay Financial, LLC.
8160 Maple Lawn Blvd
Suite 300
Fulton, MD 20759

MUTUAL EASEMENT AND SHARED DRIVEWAY MAINTENANCE AGREEMENT

This Mutual Easement and Shared Driveway Maintenance Agreement (" Agreement ") is entered Into this 18th day of April, 2014 by and between Don W. Baron and Barbara J. Chnupa for the purpose of ensuring an easement for ingress and egress and for the perpetual maintenance of the shared driveway that currently allows ingress and egress across the border of the properties further described herein.

In consideration of the mutual covenants and promises contained herein, the parties hereto for and on their behalf, their heirs, assigns and successors in title, perpetually, each hereby agree as follows:

1. Easement. The parties hereto each grant to the other an easement for the right of ingress, egress, and regress over, across and through the shared driveway as currently is visible on the two properties.
2. Maintenance. The parties shall maintain the existing shared driveway to ensure adequate ingress and egress to and from the properties at all times. Such maintenance may include, but is not limited to, grading, snow removal, hazard or obstruction removal, and gravel or pavement repair and upkeep.
3. Cost. All cost of maintenance and repair shall be equally allocated to the properties covered by this Agreement.
4. Successors in interest. This agreement is perpetual, and is binding on the heirs, successors and assigns of the parties hereto.
5. Underground utility repairs. In the event that changes or repairs are required to any underground utility systems (gas, water, electricity, sewer, cable, etc.) that require breaking or disturbing the surface of the shared driveway, the parties shall agree on the timing and methods of repair work when property owner discretion is made possible.



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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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6. Damage. In the event a party hereto damages or disturbs the surface of the roadway over the shared driveway (other than normal automobile and service ingress and egress), then he/she shall be responsible for promptly restoring the drive surface to as nearly as possible the condition in which it existed prior to being disturbed.

7. Remedies. This agreement may be enforced in a court of competent jurisdiction by any party hereto against any other party for failure to comply with its terms.

8. Properties. The below-described properties subject to this Agreement.

Property # 1
Don W. Baron
7433 Broadway
Merrillville, IN 46410
Parcel # 45-12-15-303-005.000-030

Property # 2
Barbara Chnupa
7441 Broadway
Merrillville, IN 46410
Parcel # 45-12-15-303-006.000-030



**EXHIBIT A
PROPERTY # 1**

The following described real estate in Lake County, Indiana to-wit: Lot 81 in Fifields Forest Hills Addition, as per plat thereof, recorded in Plat Book 25 page 3, in the Office of the Recorder of Lake County, Indiana.

Parcel # 45-12-15-303-005.000-030

**EXHIBIT B
PROPERTY # 2**

The following described real estate in Lake County, Indiana to-wit: Lot 82 in Fifields Forest Hills Addition, as per plat thereof, recorded in Plat Book 25 page 3, in the Office of the Recorder of Lake County, Indiana.

Parcel# 45-12-15-303-006.000-030



IN WITNESS WHEREOF, the parties hereto have set their hand and seals as of the date first above written.

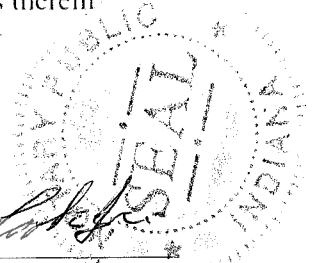
Don W. Baron
Don W. Baron

Barbara J. Chnupa
Barbara J. Chnupa

Martin J. Chnupa
Martin J. Chnupa

On this the 18th day of April, 2014, before me, a notary public, personally appeared Don W. Baron known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and seal.

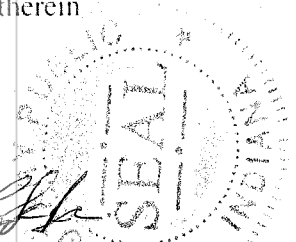


Matthew F. Locke
Notary public:
My commission expires March 15, 2016

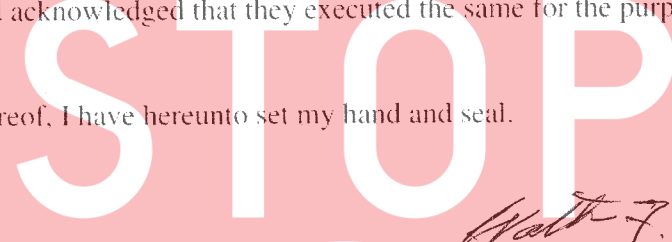
Document is NOT OFFICIAL!

On this the 18th day of April, 2014, before me, a notary public, personally appeared Martin J. Chnupa known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and seal.

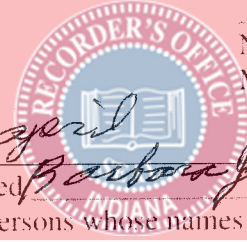


Matthew F. Locke
Notary public:
My commission expires March 15, 2016



On this the 18th day of April, 2014, before me, a notary public, personally appeared Barbara J. Chnupa known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

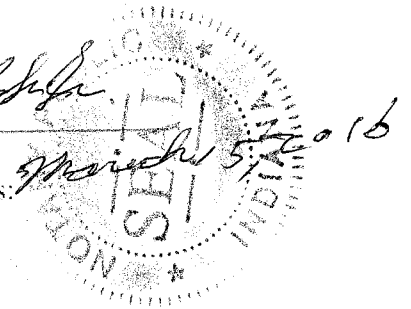
In witness whereof, I have hereunto set my hand and seal.



Walter F. LaSala

Notary public:

My commission expires:



This Instrument Prepared By: Don Baron

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: Don Baron

Lisa DiSanzo
LISA DISANZO - AGENT

