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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 032678

2015 MAY 28 PM 1:33

MICHAEL B. BROWN
RECORDER

EASEMENT FOR INGRESS AND EGRESS

This Agreement made this 21st day of May, 2015, by and between Paul Wiechen, (hereinafter referred to as "Grantor") and Nancy Limbaugh and John Hasse the Co-Successor Trustees of the Hasse Family Trust dated June 17, 2004, (hereinafter referred to as "Trust").

Recitals:

1. That the Trust owns and is selling a parcel of real estate located in Lake County, Indiana, and more particularly described as follows:

SEE ATTACHED SHEET MARKED AS EXHIBIT "A" FOR THE LEGAL DESCRIPTION

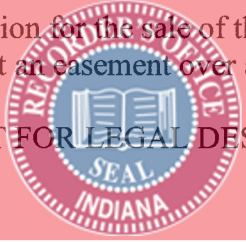
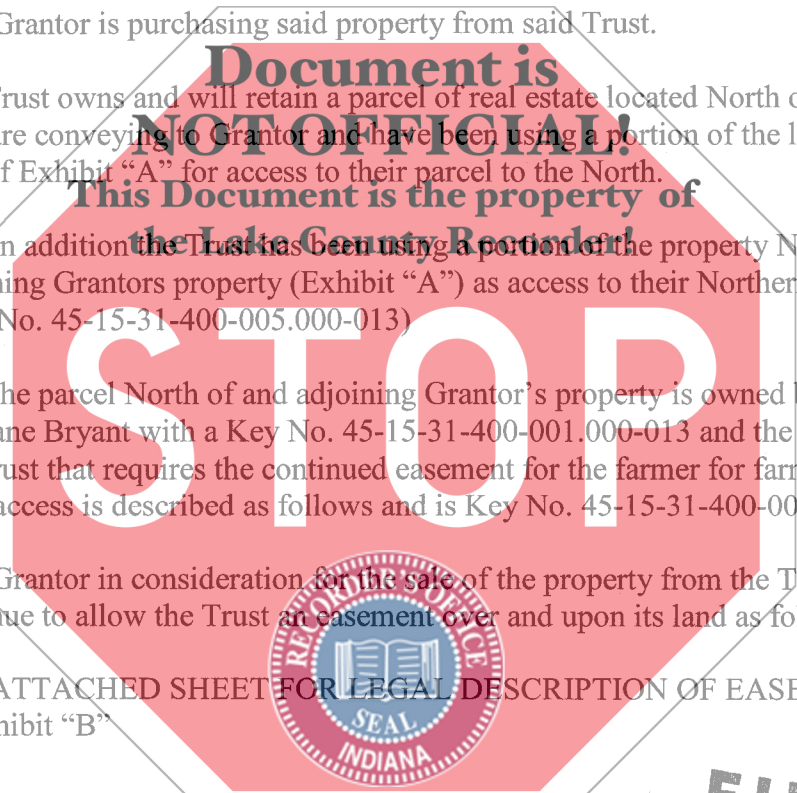
2. That Grantor is purchasing said property from said Trust.
3. The Trust owns and will retain a parcel of real estate located North of the parcel that they are conveying to Grantor and have been using a portion of the land on the West side of Exhibit "A" for access to their parcel to the North.
4. That in addition the Trust has been using a portion of the property North of and adjoining Grantors property (Exhibit "A") as access to their Northernmost parcel. (Key No. 45-15-31-400-005.000-013)
5. That the parcel North of and adjoining Grantor's property is owned by Mary Meyer and Jane Bryant with a Key No. 45-15-31-400-001.000-013 and the parcel owned by the Trust that requires the continued easement for the farmer for farm equipment to have access is described as follows and is Key No. 45-15-31-400-005.000-013.
6. That Grantor in consideration for the sale of the property from the Trust has agreed to continue to allow the Trust an easement over and upon its land as follows:

SEE ATTACHED SHEET FOR LEGAL DESCRIPTION OF EASEMENT marked as Exhibit "B"

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: _____ *[Signature]*



FILED
MAY 26 2015 20621

JOHN E. PETALAS
LAKE COUNTY AUDITOR
COMMUNITY TITLE COMPANY
FILE NO. 157733

Handwritten notes:
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7. That the Grantor further understands that the party lying North of and adjoining the parcel that he is purchasing also requires the use of said easement for access to its property and upon Mary Meyer and Jane Bryant granting an easement to the Hasse Family Trust, and confirmation of said grant to the Hasse Family Trust your Grantor herein will extend the easement as set forth on Exhibit "B" attached hereto to Mary Meyer and Jane Bryant the owners of the parcel North of and adjoining the parcel Grantor is purchasing, but only if they grant an easement to the Hasse Family Trust.
8. That the parties acknowledge that the easement for access as set forth in this agreement has been used by all of the parties for a period in excess of 30 years and is the same easement that Hasse has been using to cross the land that Grantor has purchased and is the same easement that Hasse has used to cross the land owned by Mary Meyer and Jane Bryant North of and adjoining Grantor's parcel in order to gain access to Hasse's parcel to the North thereof.
9. The parties acknowledge that they will not in any way further develop the easement that now exists but shall just continue to use the existing land as they have been using in excess of 30 years for access by farm equipment.
10. That the easement is to be given for purposes of ingress and egress for farm equipment and it is agreed and understood that it is not construed as an easement given to the exclusion of the Grantor and that the Trust, it's successors, heirs and assigns will at all time keep the easement in its current condition.
11. That the parties acknowledge that this easement is necessary and that the Grantor has agreed to said easement as part of the purchase of the property from the Trust.

NOW THEREFORE, in consideration of the mutual covenants and agreements the parties agree as follows:

1. The Grantor in consideration for the purchase of the Hasse property as described in Exhibit "A" does hereby grant to the Hasse Family Trust dated June 17, 2004, their heirs, successors, personal representatives and assigns, an easement for farm equipment over and upon that parcel of real estate described as follows:

SEE ATTACHED EXHIBIT "B"

Said easement to be used for access to the Grantees land as set forth in Key No. 45-15-31-400.005.000-013 being a 6.88 acre parcel which is part of the South ½ of South ½ of Northwest of Southeast of Section 31, Township 34 North, Range 9 West, Lake County, Indiana.

2. That in addition at such time as Mary Meyer and Jane Bryant grants a formal easement to Hasse to use the continuation of the easement North of and adjoining Grantor's property in order to have access to the Trust property North of and adjoining Mary Meyer and Jane Bryant's property, at that time Grantor shall also grant an easement to Mary Meyer and Jane Bryant, their personal representatives, successors, heirs and assigns, over and upon the easement as set forth as Exhibit B upon the same terms and conditions as this easement so that Mary Meyer and Jane Bryant can have access to their property over and upon the existing easement that is set forth herein in Exhibit "B".
3. At such time as the second easement is granted by Mary Meyer and Jane Bryant to the Hasse Family Trust dated June 17, 2004, Grantor shall by modification grant that easement for ingress and egress to Mary Meyer and Jane Bryant which shall be prepared by and at the expense of the Hasse Family Trust to be signed by Grantor herein and Mary Meyer and Jane Bryant, all upon the same terms and conditions of this easement and setting forth Mary Meyer and Jane Bryant, their successors, heirs, personal representatives and assigns specifically as a Grantee of the easement.
4. In the event Mary Meyer and Jane Bryant fail or refuse to grant to the Hasse Family Trust an easement over and upon their property or in the event they attempts to block the Hasse Family Trust from the use of the established easement to get to their property to the North then this easement shall not be for the use and benefit of Mary Meyer and Jane Bryant but solely for the Hasse Family Trust.
5. The parties acknowledge that the easement will be used for the Hasse Family Trust their personal representatives, successors, heirs and assigns to cross over Parcel B for access to their land to the North for any use and maintenance and also for the use of the farmer to whom Hasse Family Trust rents that parcel to the North.

6. The parties further agree not to expand, improve, or modify the easement as it now exists with the exception of keeping the same clear and free of debris so that access can be had by farm vehicle traffic.


7. This easement and the covenants herein contained shall run with the land and inure to and be binding upon the parties hereto their personal representatives, successors, heirs, assigns, and successors in title.

IN WITNESS WHEREOF the parties have duly executed this instrument this 21st day of May, 2015.

Hasse Family Trust dated June 17, 2004



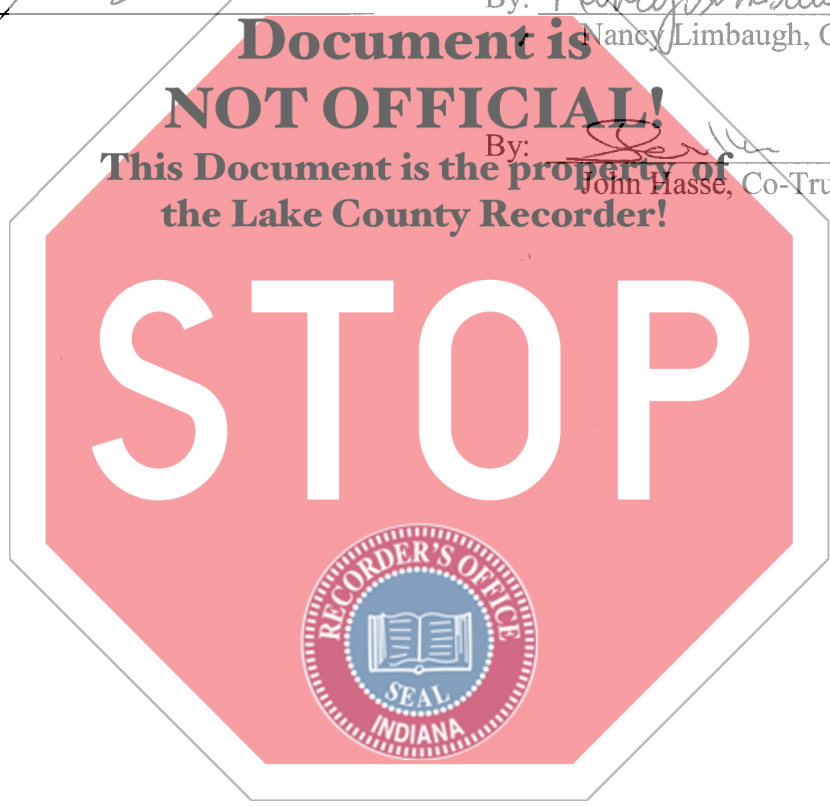
Paul Wiechen

By:  Co-Trustee

Nancy Limbaugh, Co-Trustee

By:  Co-Trustee

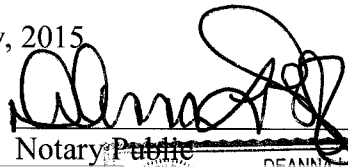
John Hasse, Co-Trustee



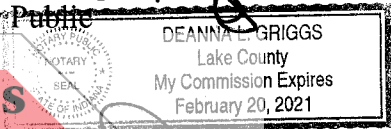
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me, a Notary Public, this 21st day of May, 2015, personally appeared the undersigned: Paul Wiechen and Nancy Limbaugh, Co-Trustee and John Hasse, Co-Trustee of the Hasse Family Trust dated June 17, 2004, and acknowledged the execution of the above and foregoing instrument as their voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and sealed this 21st day of May, 2015


Notary Public

My Commission expires: 2-20-21
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.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

This Instrument Prepared By: Richard A. Zimica, Attorney at Law, 162 Washington Street, Ellettsville, IN 46356, 219-696-0100; File No. 15-9326



EXHIBIT 'A'

PARCEL "D" LEGAL DESCRIPTION

A PARCEL OF LAND IN THE NORTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 10 MINUTES 55 SECONDS EAST, (BASIS OF BEARINGS) 2516.15 FEET ALONG THE NORTH LINE OF SAID SECTION 6 TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE SOUTH 0 DEGREES 22 MINUTES 05 SECONDS EAST, 1384.44 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6 TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6 FOR THE PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 20 MINUTES 07 SECONDS EAST, 623.09 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH 0 DEGREES 24 MINUTES 18 SECTION EAST, 1382.51 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH 89 DEGREES 10 MINUTES 55 SECONDS WEST, 573.83 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6 TO THE CENTER LINE OF WEST CREEK; THENCE ON THE FOLLOWING FIVE (5) COURSES ALONG THE CENTER LINE OF SAID WEST CREEK, (1) SOUTH 6 DEGREES 20 MINUTES 19 SECONDS WEST 79.94 FEET, (2) SOUTH 5 DEGREES 11 MINUTES 03 SECONDS WEST 90.69 FEET, (3) SOUTH 3 DEGREES 27 MINUTES 31 SECONDS WEST, 186.57 FEET, (4) SOUTH 3 DEGREES 59 MINUTES 05 SECONDS WEST, 488.65 FEET AND (5) SOUTH 3 DEGREES 54 MINUTES 58 SECONDS WEST, 540.72 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 20 MINUTES 07 SECONDS EAST, 39.34 FEET ALONG THE SOUTH LINE OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING.

PARCEL "G" LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 10 MINUTES 55 SECONDS EAST, (BASIS OF BEARINGS) 2516.15 FEET ALONG THE SOUTH LINE OF SAID SECTION 31 TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE CONTINUING SOUTH 89 DEGREES 10 MINUTES 55 SECONDS EAST 67.95 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31 FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 10 MINUTES 55 SECONDS EAST 573.83 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST SECTION 31; THENCE NORTH 0 DEGREES 24 MINUTES 18 SECONDS EAST, 662.82 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE

SOUTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 89 DEGREES 07 MINUTES 54 SECONDS WEST, 500.30 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31 TO THE CENTER LINE OF WEST CREEK; THENCE ON THE FOLLOWING SIX (6) COURSES ALONG SAID CENTER LINE, (1) SOUTH 13 DEGREES 43 MINUTES 48 SECONDS WEST, 80.38 FEET, (2) SOUTH 15 DEGREES 27 INUTES 03 SECONDS WEST, 154.08 FEET, (3) SOUTH 0 DEGREES 13 MINUTES 18 SECONDS WEST 147.30 FEET, (4) SOUTH 0 DEGREES 51 MINUTES 11 SECONDS WEST 110.41 FEET, (5) SOUTH 4 DEGREES 18 MINUTES 15 SECONDS WEST 108.96 FEET AND (6) SOUTH 6 DEGREES 20 MINUTES 19 SECONDS WEST 69.67 FEET TO THE POINT OF BEGINNING.



EXHIBIT 'B'

SUBJECT TO A 20' WIDE ACCESS EASEMENT DESCRIBED AS FOLLOWS:
A PARCEL OF LAND IN THE WEST HALF OF THE NORTHWEST QUARTER, OF THE
NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 33 NORTH, RANGE 9 WEST OF
THE SECOND PRINCIPAL MERIDIAN AND IN THE SOUTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31,
TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN,
LAKE COUNTY, INDIANA, THE CENTER LINE OF WHICH BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE
NORTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 10
MINUTES 55 SECONDS EAST, (BASIS OF BEARINGS) 2516.15 FEET ALONG THE
NORTH LINE OF SAID SECTION 6 TO THE NORTHEAST CORNER OF THE
NORTHWEST QUARTER OF SAID SECTION 6; THENCE SOUTH 0 DEGREES 22
MINUTES 05 SECONDS EAST, 1384.44 FEET ALONG THE WEST LINE OF THE
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6 TO
THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST
QUARTER OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 20 MINUTES 07
SECONDS EAST, 25.13 FEET FOR THE PLACE OF BEGINNING; THENCE ON THE
FOLLOWING SIX (6) COURSES THROUGH THE WEST HALF OF THE NORTHWEST
QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 6; (1) NORTH 0
DEGREES 42 MINUTES 53 SECONDS EAST, 141.87 FEET, (2) NORTH 3 DEGREES 52
MINUTES 40 SECONDS EAST, 154.21 FEET, (3) NORTH 4 DEGREES 41 MINUTES 00
SECONDS EAST, 219.11 FEET (4) NORTH 4 DEGREES 51 MINUTES 46 SECONDS EAST,
277.82 FEET, (5) NORTH 4 DEGREES 11 MINUTES 33 SECONDS EAST 242.89 FEET AND
(6) NORTH 3 DEGREES 57 MINUTES 15 SECONDS EAST, 350.54 FEET TO THE NORTH
LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST
QUARTER OF SAID SECTION 6; THENCE ON THE FOLLOWING FIVE (5) COURSES
THROUGH THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SAID SECTION 31; (1) NORTH 3 DEGREES 57 MINUTES 15
SECONDS EAST, 68.64 FEET, (2) NORTH 5 DEGREES 08 MINUTES 42 SECONDS EAST,
112.22 FEET, (3) NORTH 1 DEGREES 07 MINUTES 23 SECONDS WEST, 118.72 FEET, (4)
NORTH 3 DEGREES 19 MINUTES 44 SECONDS EAST, 124.87 FEET, AND (5) NORTH 14
DEGREES 31 MINUTES 39 SECONDS EAST, 246.37 FEET TO THE NORTH LINE OF THE
NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
THE SOUTHEAST QUARTER OF SAID SECTION 31 AND THE TERMINUS POINT. THE
SIDELINES OF SAID EASEMENTS ARE TO BE LENGTHENED OR SHORTENED TO
MEET AT ANGLE POINTS AND TO TERMINATE IN THE SOUTH LINE OF THE
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6 AND
THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER
OF THE SOUTHEAST QUARTER OF SECTION 31.

