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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 059214

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ACCESS EASEMENT AGREEMENT MICHAEL B. BROWN
RECORDER

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into effective as of the 5 day of August, 2016, by and between **BARBARA L. STRNATKA**, as **Successor Trustee of the JUDITH M. JONES TRUST** dated **March 4, 2011**, of Lake County, Indiana ("Grantor"), and **KYLE SWEARENGIN**, of Lake County, Indiana ("Grantee"),

WITNESSETH THAT:

WHEREAS, Grantor is the owner of certain real estate located in Lake County, Indiana, more particularly described as follows: See Exhibit A (the "Grantor Real Estate"); and

WHEREAS, Grantor has agreed to grant to Grantee an access easement upon and across certain areas of the Grantor Real Estate for the purpose of giving Grantee access for maintenance and related purposes to Grantee's 80' x 40' metal pole barn (the "Barn"); and

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to obtain from Grantor, an easement for such purposes upon the terms and conditions set forth herein.

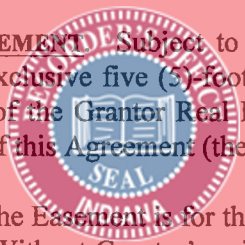
NOW, THEREFORE, in consideration of the foregoing premises, which are incorporated herein by reference, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **GRANT OF ACCESS EASEMENT.** Subject to the terms hereof, Grantor hereby grants, bargains and conveys to Grantee a non-exclusive five (5)-foot wide access easement (the "Easement") upon, over, and across a certain portion of the Grantor Real Estate, more particularly described on the attached Exhibit A, which is made a part of this Agreement (the "Easement Area").

2. **PERMITTED USE.** The Easement is for the purpose of maintaining and repairing the Barn and for all allied purposes thereto. Without Grantor's prior written consent, which consent may be withheld or revoked for any reason, Grantee shall not store personal property or locate equipment within the Easement Area. Grantee is prohibited from engaging in any activity that would damage or in any other way overburden the Easement Area or cause damage or loss to the Grantor Real Estate.

3. **RESERVATION OF RIGHTS.** Grantor reserves the right to use the Grantor Real Estate, including but not limited to the Easement Area, so long as such use does not materially interfere with Grantee's use of the Easement or Grantee's exercise of any other rights contemplated by or specifically contained in this Agreement.

4. **GRANTEE'S LIABILITY AND INSURANCE.** Grantee shall be responsible, indemnify and hold Grantor harmless for any claim, loss, damage, cause of action, liability, judgment, cost or expense arising out of or in connection with Grantee's use or enjoyment of the Easement within or upon the Easement Area or the acts of Grantee upon the Grantor Real Estate, resulting in (i) bodily injury suffered



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Northwest Indiana Title Services, Inc.

101 E. 90th Drive Suite C
Merrillville, IN 46410

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

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Easement Area or the acts of Grantee upon the Grantor Real Estate, resulting in (i) bodily injury suffered by Grantee or any of its guests; or (ii) any damage to the personal or real property of Grantee or Grantor. Grantee covenants and agrees that it shall include the Easement Area as an insured parcel of real estate under the policy of general liability insurance carried in connection with the Grantee's real estate.

5. **MAINTENANCE RESPONSIBILITIES OF GRANTEE.** In consideration for the grant of the Easement by Grantor, the Grantee hereby agrees to maintain, at Grantee's expense, the Easement Area, including but not limited to lawn mowing, snow removal and other maintenance obligations, to the reasonable satisfaction of the Grantor.

6. **WAIVER.** Waiver by either party of any one default by the other party of such party's obligations under this Agreement shall not be deemed to be a waiver of any other default under this Agreement. Any remedy or election under this Agreement shall not be deemed exclusive, but instead, whenever legally permissible, shall be cumulative with all other remedies at law or in equity. The failure of any interested party to enforce the provisions of this Agreement shall not constitute a waiver of the right to enforce them on any other occasion and no delay in enforcement shall constitute a waiver of the right of enforcement so long as a violation continues.

7. **EASEMENTS, RESTRICTIONS AND COVENANTS RUNNING WITH THE LAND.** The Easement and related conditions and restrictions imposed on the Grantor Real Estate pursuant to the terms and provisions hereof shall be binding upon all present and future owners, users, grantees, and successors and assigns of the Grantor Real Estate and shall inure to the benefit of Grantee and his grantees, successors and assigns. Such Easement and related conditions and restrictions shall run with and bind the Grantor Real Estate. All covenants, restrictions and agreements of the Grantor and Grantee hereunder, together with the benefits and burdens thereof, shall be deemed to be real covenants which touch and concern the Grantor Real Estate.

8. **SURVIVABILITY.** The Easement created herein or pursuant hereto shall not terminate as a result of the merger of estate or merger of title of the Grantor Real Estate and the Grantee's real estate interests adjacent hereto under the same ownership.

9. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana.

10. **SEVERABILITY.** Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

11. **RECORDATION OF AMENDMENTS.** No termination, modification or amendment of this Agreement shall be effective unless done with the approval of all parties hereunder and until a proper instrument in writing has been executed by Grantor and Grantee, acknowledged and recorded in the Office of the Recorder of Lake County, Indiana.

12. **COUNTERPARTS.** This Agreement may be executed in two or more copies, each of which shall be deemed an original, and all of which when taken together shall constitute but one and the same instrument.

13. **ATTORNEYS' FEES.** In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses in the enforcement of any provision of this Agreement, including reasonable attorneys' fees.

Grantor has the right to obtain injunctive relief and damages for any unauthorized activity by Grantee on the Grantor Real Estate outside of the Easement Area.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties with respect to the Easement, and may only be modified or amended by a writing signed by the parties hereto (or their respective successors or permitted assigns), and no agreement or consent of any other persons shall be necessary for such modification or amendment.

[SIGNATURES AND NOTARY ACKNOWLEDGMENTS ATTACHED]

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

GRANTOR:

Barbara L. Strnatka, ST

BARBARA L. STRNATKA, as Successor
Trustee of the JUDITH M. JONES TRUST
Dated March 4, 2011

STATE OF INDIANA

COUNTY OF LAKE

Document is

NOT OFFICIAL!

**This Document is the property of
the Lake County Recorder.**

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Barbara L. Strnatka, Successor Trustee of the Judith M. Jones Trust, who acknowledged execution of the foregoing Access Easement Agreement this 5th day of August, 2016.

My Commission Expires:

10-29-16

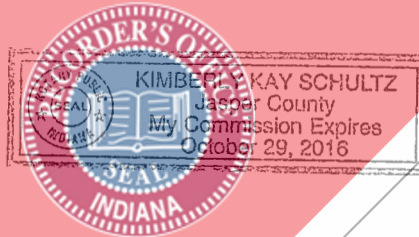
My County of Residence:

Jasper

Notary Public

Kimberly Kay Schultz

Printed Name



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

GRANTEE:

By: [Signature]
KYLE SWEARENGIN

STATE OF INDIANA)

COUNTY OF LAKE)

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

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Kyle Swearengin, who acknowledged execution of the foregoing Access Basement Agreement this 5th day of August, 2016, as his voluntary act and deed.

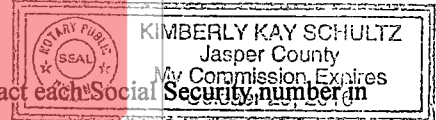
My Commission Expires: 10-29-16

My County of Residence: Jasper

Notary Public

Kimberly Kay Schultz

Printed Name



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.

/s/ George. W. Carberry

This instrument prepared by, and after recording return to:

George W. Carberry
Burke Costanza & Carberry LLP
9191 Broadway
Merrillville, IN 46410

EXHIBIT A

Legal Description of Easement

Part of Parcel 1 described as follows: A part of the Northwest quarter of the Northeast quarter of Section 13, Township 33 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, more particularly described as follows: Commencing at the Northeast corner of said quarter quarter section; thence South along the East line of said quarter quarter section a distance of 120.00 feet to the South line of said Parcel 1; thence West along the said South line, 301.67 feet to the Point of Beginning; thence continuing West along said South line, 50.00 feet; thence North, 5.00 feet; thence South 5.00 feet to the place of beginning.

