

2016 079125

2016 NOV 21 PM 2:43

MICHAEL B. BROWN  
RECORDER

Parcel: 2  
Project: 1382658

Prior Deed Reference:  
Instrument No.: 907496

**GRANT OF EASEMENT FOR RECREATIONAL TRAIL**

This Grant of Easement for Recreational Trail (the "Easement") is made this 25th day of October, 2016 by and between Zarija Djurovic, ("Grantors") and THE MUNICIPAL TOWN OF GRIFFITH ("Grantee"), Lake County, Indiana, for and in consideration of the sum of One Thousand One Hundred Dollars (\$1,100.00) and other consideration (of which said sum \$150.00) is for land improvements and \$950.00 represents damages).

**WITNESSETH:**

1. Subject Matter of Declaration. Grantor is the owner of certain real estate in Lake, County, Indiana. The Grantee desires to create, upon and subject to the terms and conditions provided herein, an easement on, over, under and across a portion of the Grantor's Property as shown in Exhibit A and Exhibit B, which are incorporated herein by reference (the "Recreational Trail Easement Property") for the construction, use and maintenance of a "linear park/recreational trail". Linear park/recreational trail shall mean a public trail or path that is used for activities including, but not limited to, bicycling, exercising, walking, hiking, roller skating and running on, over and across the Recreational Trail Easement Property.

2. Easement Grant. Grantor hereby grants, declares, creates and conveys a non-exclusive, perpetual easement on, over and across the Recreational Trail Easement Property for ingress, egress, construction, installation, maintenance, repair, replacement, use and enjoyment of walking trails, paths, common green space, landscaping, other recreational facilities and underground communication lines and related facilities and equipment located and/or constructed on the Recreational Trail Easement Property (the "Recreational Facilities").

3. Construction, Use and Maintenance. Grantee shall have the right to construct, install, maintain, repair and/or replace the Recreational Facilities, landscaping, trees, shrubs, other vegetation and underground communication lines and related facilities and equipment on and within the Recreational Trail Easement Property. Grantee shall have the right to cut, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, roots, and/or other vegetation upon, under or over the Recreational Trail Easement Property. Grantee shall have the right to construct, install, maintain, repair, replace, relocate, add to, modify, or remove the Recreational Facilities. The Grantor reserves ownership of the original land improvements, such as monitoring wells and fencing, which are unaffected by the Recreational Trail construction but remain within said Recreational Trail Easement Property. Such



**FILED**

006838

NOV 21 2016

**JOHN E. PETALAS**  
LAKE COUNTY AUDITOR

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: \_\_\_\_\_

~~\$23,000~~

CASH

JTB

Except as provided below,

improvements disturbed by the Grantee during construction and/or maintenance of the Recreational Trail Easement Property shall be repaired, replaced, or relocated at the Grantee's expense.

4. Grantor's Use of the Recreational Trail Easement Property. Grantor covenants that Grantor shall have no right to construct improvements or remove any trail improvements in, under, over or on the Recreational Trail Easement Property without the Grantee's prior written consent. Grantor shall not place, or permit the placement of, any obstructions which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction at Grantor's expense. Grantor shall not, without the prior written consent of Grantee, (a) construct or install, or permit the construction or installation of, any building, house, or other above-ground structure, or portion thereof, upon the Recreational Trail Easement Property; or (b) excavate or place, or permit the excavation or placement of, any dirt or other material upon or below the Recreational Trail Easement Property.

5. Easement Appurtenant. This Easement and the terms and conditions stated herein shall be appurtenant to, imposed upon, applied to, and run with the Grantor's Property and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns in accordance with the provisions hereof.

6. Modification. The parties agree that this Easement constitutes the only agreement between the parties hereto with respect to the subject matter hereof and that this Easement may not be changed, modified or terminated except by a written instrument signed by each of the parties hereto.

7. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Indiana.

8. Counterparts. This Easement may be signed in one or more counterparts, which when taken together with all other counterparts, shall constitute one and the same instrument.

9. Indemnification. Grantee shall defend, indemnify and hold harmless Grantor from and against any and all liability, loss, claim, damage, demand, action, cause of action, suit, judgment, proceeding, cost or expense, including court costs and reasonable attorneys' fees, which at any time after execution of this Easement may be brought, alleged or imposed upon the Grantor and that relates to and/or arises out of the Grantee's maintenance, repair or use of the Recreational Facilities. Notwithstanding the above, Grantee's indemnification obligations do not include any liability, loss, claim, damage, demand, action, cause of action, suit, judgment, proceeding, cost or expense caused or contributed to by any negligence or misconduct of Grantor, or any, of its employees, contractors, agents, invitees, licensees or assigns.

10. Authority. Grantor represents and warrants to Grantee that Grantor is the fee simple owner of the property on which the Recreational Trail Easement Property is located subject to all existing liens and further certifies that Grantor is authorized to grant, execute and deliver this Easement.

11. Enforcement. Each party shall have the right to enforce the terms of this Easement in accordance with all remedies available both at law and in equity.

The Grantor reserves the use of the Grantor Property not inconsistent with this grant, and Grantor reserves the right to install and maintain utilities and expand or relocate the driveway across the trail easement with standard, reasonable location and trail crossing specifications defined and approved by the Municipal Town of Griffith's Engineering Department.

Except as specifically stated in writing, the sale and grant of the property is AS IS with all faults, and the Seller disclaims all warranties, representations, or guarantees of any kind or character, expressed or implied, oral or written, past or present or future, with respect to the condition of the property or any portion thereof.

12. **Severability.** If any part, term or provision of this Easement should be found to be invalid or unenforceable by any applicable law or court of applicable jurisdiction, that part, term or provision shall be replaced by a provision which comes as close as possible to the intended result of the invalid provision, and the economic purpose thereof, and which is valid and enforceable. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof.

13. **Notice.** In the event there is an alleged violation of the terms and conditions set forth in this document, the non-violating party shall notify the violating party of the alleged violation in writing via *certified mail, return receipt requested*. *The violating party shall have thirty (30) days from the date of receipt of such written notice to cure or remedy the alleged violation.* Notice of an alleged violation shall be forwarded to the Grantor at the following address: 2835 West Montrose Ave., Chicago, IL 46319. Notice of an alleged violation shall be forwarded to the Grantee at the following address: Clerk-Treasurer, Town of Griffith, 111 N. Broad St., Griffith, IN 46319

14. **Negotiated Agreement; Construction.** This instrument is the result of negotiations between the parties, and no party shall be deemed to be the drafter of this instrument. The language of all parts of this instrument shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party.







**EXHIBIT "A"**

Project: Oak Savannah Trail Connector  
Tax I.D.: 45-11-02-401-005.000-006

Parcel: 2  
Sheet: 1 of 1

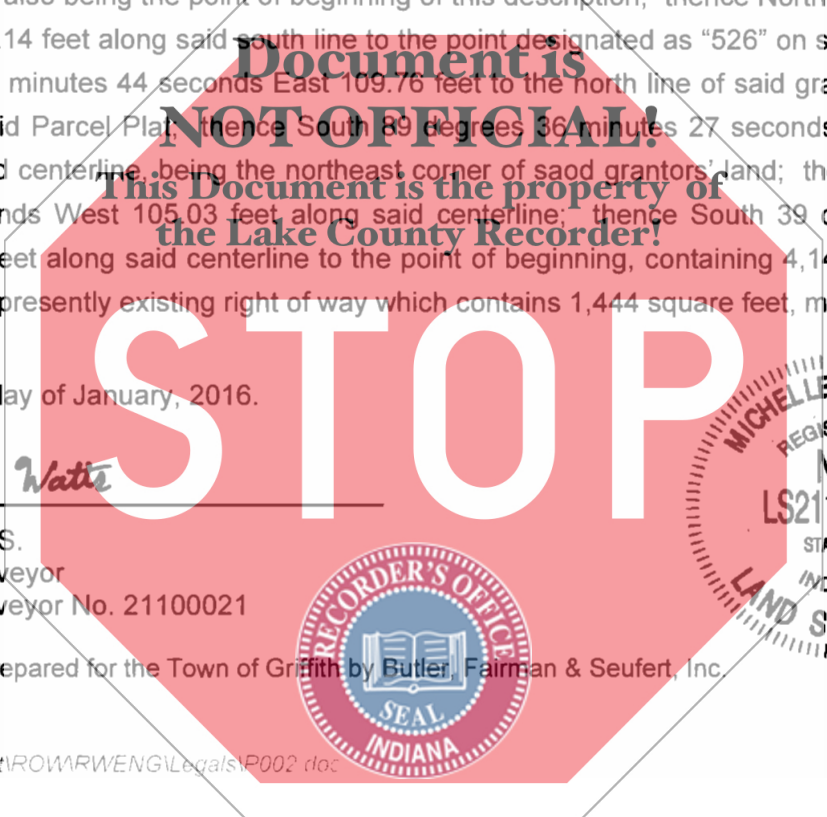
A part of the Northeast Quarter of the Southeast Quarter of Section 2, Township 35 North, Range 9 West, Lake County, Indiana, being that portion of the grantors' land described in Instrument Number 907496 (all referenced documents are recorded in the Office of the Recorder of Lake County), and being that part of the grantors' land lying within the right of way lines depicted on the attached Right-Of-Way Parcel Plat marked Exhibit "B", more particularly described as follows: Commencing at the southwest corner of said quarter-quarter section; thence North 00 degrees 01 minute 18 seconds West 205.01 feet along the west line of said quarter-quarter section to the south line of said grantors' land; thence South 89 degrees 36 minutes 27 seconds East 172.89 feet along said south line to the centerline of Colfax Avenue, being the southeast corner of the grantors' land, also being the point of beginning of this description; thence North 89 degrees 36 minutes 27 seconds West 43.14 feet along said south line to the point designated as "526" on said Parcel Plat; thence North 24 degrees 43 minutes 44 seconds East 109.76 feet to the north line of said grantors' land, designated as point "525" on said Parcel Plat; thence South 89 degrees 36 minutes 27 seconds East 38.75 feet along said north line to said centerline, being the northeast corner of said grantors' land; thence South 22 degrees 07 minutes 04 seconds West 105.03 feet along said centerline; thence South 39 degrees 17 minutes 43 seconds West 3.14 feet along said centerline to the point of beginning, containing 4,144 square feet, more or less, inclusive of the presently existing right of way which contains 1,444 square feet, more or less.

Given this 11th day of January, 2016.

Michelle A. Watts

Michelle A. Watts, P.S.  
Registered Land Surveyor  
State of Indiana, Surveyor No. 21100021

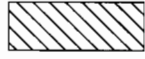
This description was prepared for the Town of Griffith by Butler, Fairman & Seufert, Inc.



PARCEL NO. : 2  
 PROJECT NO.: 1382658  
 TRAIL NAME : OAK-SAVANNAH  
 COUNTY : LAKE  
 SECTION : 2  
 TOWNSHIP: 35 N.  
 RANGE : 9 W.

OWNER: ZARIJA & NADEZDA DJUROVIC  
 INSTRUMENT NO. 907496, DATED 03/09/1987

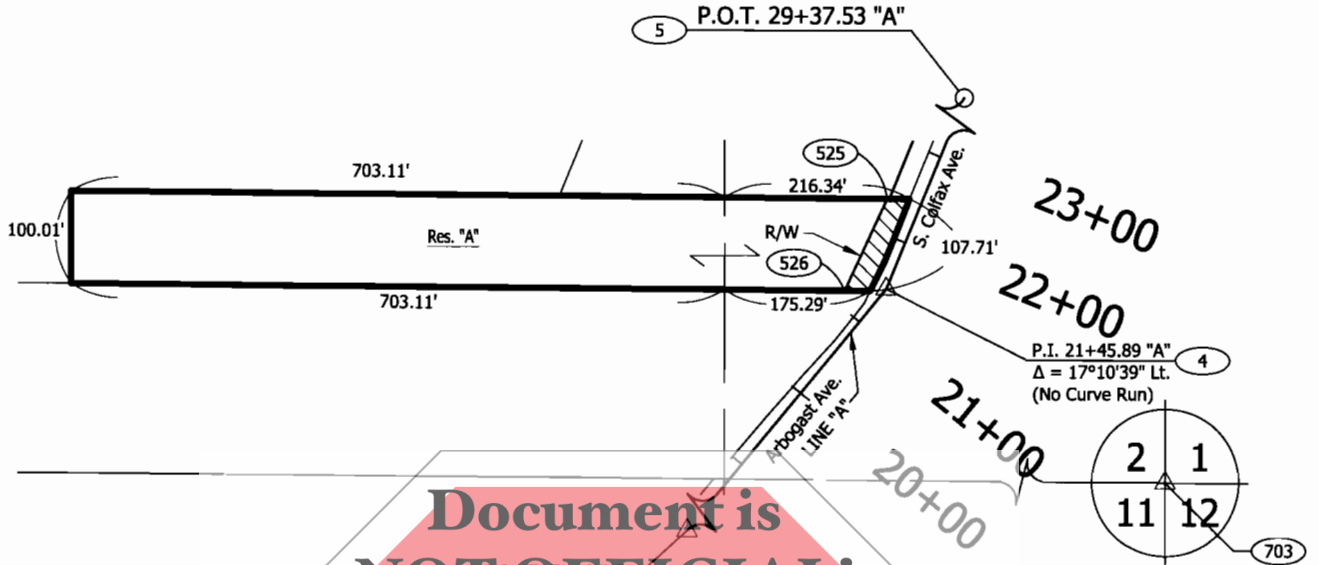
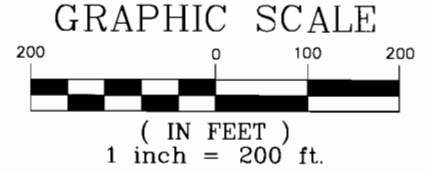
DRAWN BY: CVS 12/10/2015  
 CHECKED BY: MAW 01/06/2016  
 SCALE: 1"= 200'  
 SHEET 1 OF 1



HATCHED AREA IS THE APPROXIMATE TAKING

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

EXHIBIT "B"



PARCEL COORDINATE CHART

POINT	STATION	OFFSET	CL	NORTH	EAST
525	+PL(22+36.57)	36.00' Lt.	"A"	2281772.8194	2861285.8148
526	+PL(21+15.66)	33.57' Lt.	"A"	2281673.1231	2861239.8990

SEE LOCATION CONTROL ROUTE SURVEY PLAT FOR POINTS: 3, 4, 5, & 703

NOTE: STATIONS AND OFFSETS CONTROL OVER BOTH NORTH AND EAST COORDINATES AND BEARINGS AND DISTANCES.



SURVEYORS STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey Plat" recorded as Instrument #2015071947 in the Office of the Recorder of LAKE County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

RIGHT-OF-WAY PARCEL PLAT

Prepared for - TOWN OF GRIFFITH  
 by Butler, Fairman and Seufert, Inc. (Job #5671.06)

*Michelle A. Watts*

01/11/16

Michelle A. Watts  
 P.S. 21100021

Date