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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 21st day of September, 2016, by and between the City of Gay, Redevelopment Commission, (hereinafter called "Grantor"), and Rashid McDonald, (hereinafter called "Grantees").

WITNESSETH:

WHEREAS, Grantee desires the use of the property of Grantor for use as an Easement including; to maintain and beautify

WHEREAS, in consideration of One Dollar (\$1 .00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor is willing to enter into an easement agreement for the use of the property subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Grantor hereby grants Grantee an easement to use the following described property:

Parcel #: 45-09-07-176-012-000-004

Address: 1203 Hwy 100

Legal Description: AETNA MANOR 4TH SUB. ALL L. 1 BL 10

2. This Easement Agreement grants the right to maintain and beautify (hereinafter "Improvements" within the above described property. Grantee agrees to assume sole responsibility for the construction, operation and maintenance of said Improvements within the property. Grantee agrees to repair any damage to Grantor's property or improvements occurring from Grantee's construction, operation or maintenance of said Improvements.

3. Only such rights are granted hereby as are necessary for construction, operation and maintenance of the Improvements. Grantor reserves the right to use the property in any manner and for any purpose not inconsistent with the aforesaid purpose if further development warrants such action. Grantor shall have the right to enter the premises of the property at all times to inspect the Property.

4. Grantee agrees to defend, indemnify and hold harmless Grantor, its officers, agents and employees, from and against all claims, demands, judgments, costs and expenses (including reasonable attorney's fees) which may arise by reason of injury to any person or damage to any property attributable to the negligence of Grantee, Grantee's officers, agents and employees, in connection with Grantee's construction, operation and maintenance of said Improvements and its use of or presence on the property.

5. This Easement Agreement shall automatically cease upon abandonment, herein defined as nonuse for any six (6) consecutive months, and all interests granted herein shall revert to grantor, or its successor, upon such abandonment.

6. All notices referred to in the Easement Agreement shall be sent to the respective parties at the address stated below:

AMOUNT \$ 14
CASH ✓ CHARGE _____
CHECK # _____
OVERAGE _____
COPY _____
NON-COM ✓
CLERK AR

FILED

MAR 27 2017
1

JOHN E. PETALAS
LAKE COUNTY AUDITOR

022284
NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: MT

2017 019594

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2017 MAR 27 PM 1:04
MICHAEL B. BRIDGMAN
RECORDER

GRANTEE: ↓

Rashid McDonald
1312 Fayette Street
Gary, Indiana 46403

GRANTOR:

City of Gary Redevelopment Commission
504 Broadway, Suite 200
Gary, Indiana 46402

7. The rights granted to and duties assumed by Grantee under this Easement Agreement may not be assigned or delegated by Grantee without the prior written consent of Grantor. Any attempted assignment or delegation by Grantee without the prior written consent of the Grantor shall be void.

8. This Easement Agreement may be amended or terminated from time to time, as may be necessary, by the Grantor; provided, however, that no amendment to the Easement Agreement shall be effective unless written notice of amendment or termination is provided to the Grantee at least thirty (30) days in advance such amended or terminated date.

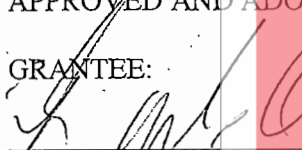
9. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

10. Both parties represent and warrant that they have the authority to execute this Easement Agreement.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement to be effective on the day and year first above written.

APPROVED AND ADOPTED this 21st day of September, 2016.

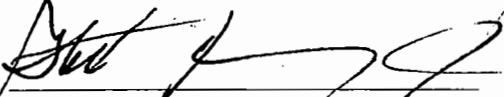
GRANTEE:


Rashid McDonald

GRANTOR:

ATTEST:


Nathan Flournoy, Secretary


Gilbert King, Jr., Commission Attorney



CITY OF GARY
REDEVELOPMENT COMMISSION

Kenya A. Jones, President

2017 019594

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2017 MAR 27 PM 1:05
MICHAEL B. BROWN
RECORDER

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