

6
RT1704062

EASEMENT AGREEMENT

THIS AGREEMENT made this 29th day of June, 2017, by and between **DONNA J. SEBERGER**, of Lake County, Indiana; hereinafter referred to as the "Grantor", and **EMILY R. GABEL**, of Lake County, Indiana; hereinafter referred to as the "Grantee".

Recitals

A. The Grantor is the owner of certain real property located in Griffith, Lake County Indiana, and more fully described as follows:

Parcel 1: The East 110 feet of the North 800 feet of the following described tract, to-wit: Part of the Southwest Quarter of the Northwest Quarter of Section 36, Township 36 North Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point on the North line 854.95 feet East of the Northwest corner thereof; thence East along the North line thereof, 458.07 feet; thence South 1318.5 feet to the North line of Mathias Helfen's land (as alleged in Cause #5472 of the Lake Circuit Court and described therein as beginning 18.5 feet North of the Southwest corner of the above quarter quarter section; thence East to a point 8 feet North of the Southwest corner of the above quarter quarter section); thence Westerly along the above described Helfen's North line 459.27 feet; thence North 1315.51 feet to the place of beginning in Lake County, Indiana (parcel number 45-07-36-151-027.000-001).

AND

Parcel 2: Beginning at a point on the North line of the Southwest Quarter of the Northwest Quarter of Section 36, 110 feet West of the Northeast Corner of the Southwest Quarter of the Northwest Quarter of section 36, thence South along the East line of 110 feet West of and parallel to the East line of the Southwest Quarter of the Northwest Quarter of said section 36, 800 feet; thence West along a line 800 feet South of and parallel to the North line, 10 feet; thence North along a line 10 feet West of and parallel to the East line of said Quarter Quarter section, 800 feet to the North line; thence East along the North Line of the 10 feet to the point of beginning (parcel number 45-07-36-151-026.000-001).

Commonly known as: 1408 Elm Street, Griffith, IN 46319

hereinafter referred to as the "Servient Tenement".

FILED The Grantee is the owner of certain real property located immediately northwest

JUL 14 2017

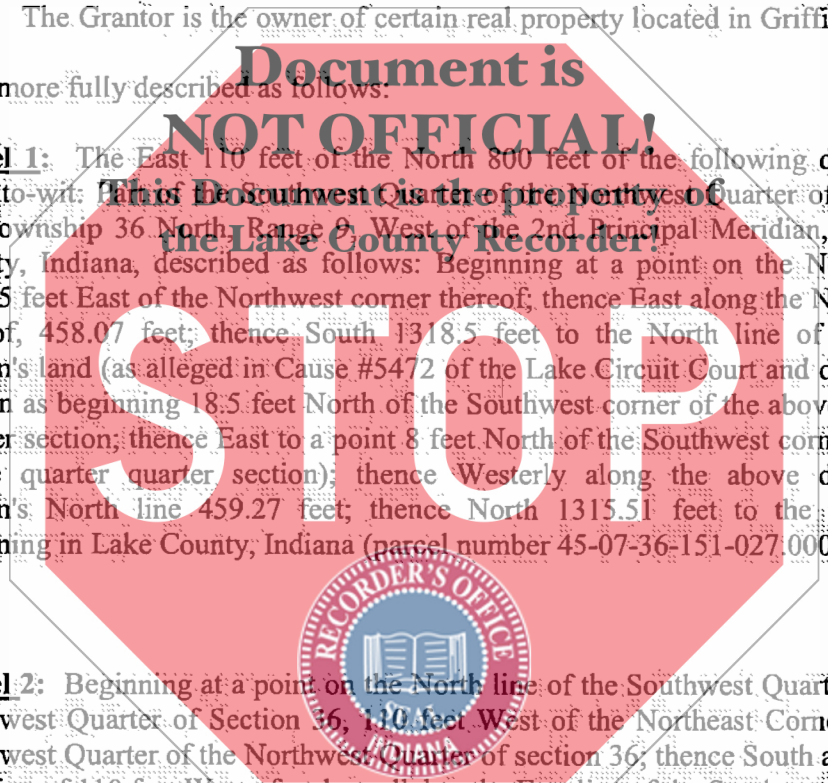
JOHN E. PETALAS
LAKE COUNTY AUDITOR

025550

\$25.00

18 20 50 35 22

CHICAGO TITLE INSURANCE COMPANY



2017 043643

2017 JUL 17 AM 10:51

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

MICHAEL B. BROWN
RECORDER

of said property, hereinafter referred to as the "Dominant Tenement", and legally described on "Exhibit A" attached hereto.

C. The Grantee desires to acquire an easement across the Servient Tenement for access to its property.

IT IS THEREFORE AGREED:

Grant of Easement

1. For valuable consideration, as set forth below, Grantor hereby grants to Grantee in perpetuity an easement as hereinafter described, subject to termination by mutual agreement, as hereinafter provided.

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

2. The easement granted herein is appurtenant to the Dominant Tenement.

Description of Easement

3. The easement granted herein shall be used only for the purpose of providing pedestrian and vehicular ingress and egress between an existing perpetual easement recorded as Document No. 2005-061853 which connects Grantor's property described above to Elm Street lying South of Grantor's property and the property of Grantee which adjoins the property of Grantor to the west, and for installation of utilities to service the Grantee's property, including telephone, internet, and cable television lines.

Location

4. The easement granted herein is legally described as follows:

Commencing at the southern tip of the real estate legally described on the Surveyor Location Report attached hereto as "Exhibit A"; thence North 35 feet; thence South 31° 27' 32" East to the South line of the property described in Paragraph A, page 1 above, thence West approximately 35 feet along the South line of said property, thence

Northwest to the Southern tip of the real estate described in "Exhibit A" attached hereto creating a corridor approximately 25 feet in width.

Exclusiveness of Easement

5. The easement, rights, and privileges granted herein are nonexclusive, and Grantor reserves and retains the right to convey similar easements and rights to such other persons as Grantor may deem proper.

Secondary Easements

6. The easement granted herein includes incidental rights of maintenance and repair.

7. Grantee shall be entitled to construct a road or driveway on the easement from the southerly edge of grantor's property to Grantee's real estate located immediately north and west of the Servient Tenement described above. If the Grantee elects to do so, the road shall be constructed solely at the expense of Grantee, and shall be available for use by the Grantor.

8. The road so constructed on the easement shall be maintained solely by Grantee, and Grantor shall have no obligation to maintain the road or share in the cost of such maintenance.

9. It is expressly agreed and understood that the easement, rights, and privileges herein conveyed to Grantee are limited to installation of a roadway on the easement, to be used solely for ingress and egress.

Trimming Encroaching Vegetation

10. Grantee shall have the right to cut and trim trees or shrubbery which may encroach on the easement area herein conveyed, and Grantee shall dispose of all cuttings and



trimmings by loading and hauling away from the premises.

Indemnification

11. Grantee covenants and agrees that it will indemnify Grantor against all liability, loss, and expense, including reasonable attorney fees, that the Grantor may incur as a result of injury to any person or damage to any property relating to or arising from the fault of Grantee or from the violation of any law, ordinance, or statute, or resulting from or arising out of an accident or other occurrence directly or indirectly related to the use and occupancy of the real estate described herein by Grantee, its agents, employees, assigns, or any other person or persons.

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

12. The easement, rights, and privileges granted hereunder shall terminate only upon written agreement of Grantor, or its assignee, and Grantee, or its assignee.

Grantor's Rights

13. Grantor retains, reserves, and shall continue to enjoy the use of the surface of such property for any and all purposes which do not interfere with or prevent the use by Grantee of the within easement. If the Grantor or any of Grantor's successors or assigns shall dedicate all or any part of the property affected by this easement to the Town of Griffith or County of Lake, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate such dedication, without, however, extinguishing the easement rights herein granted.

Entire Agreement

14. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or

modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by the party to be charged.

Binding Effect

15. This Agreement shall bind and inure to the benefit of the respective parties, as well as the personal representatives, successors, and assigns of the parties hereto.

Not Assignable

16. This easement shall not be assignable by the Grantee, except to a purchaser of Grantee's property.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

GRANTOR:

Donna J. Seberger
DONNA J. SEBERGER

GRANTEE:

Emily R. Gabel
EMILY R. GABEL



STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a notary public in and for said County and State, personally appeared DONNA J. SEBERGER, who acknowledged the execution of the foregoing instrument as her free and voluntary act.

Witness my hand this 27th day of April, 2017.



JENNIFER LINDEMANN
Notary Public, State of Indiana
Lake County
My Commission Expires
February 08, 2018



Jennifer Lindemann
Notary Public.

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a notary public in and for said County and State, personally appeared EMILY R. GABEL, who acknowledged the execution of the foregoing instrument as her free and voluntary act.

Witness my hand this ___ day of ___, 2017.

Notary Public

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. Thomas L. Kirsch

PREPARED BY: Thomas L. Kirsch, Atty. at Law, 131 Ridge Road, Munster, IN 46321

MAIL TO: 1410 E. Elm St. Griffith, IN 46319

