

2022-515350
04/12/2022 12:13 PM
TOTAL FEES: 25.00
BY: JAS
PG #: 8

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

FILED

Apr 11 2022 cR
JOHN E. PETALAS
LAKE COUNTY AUDITOR

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement"), dated as of the 11th day of March, 2022 (the "Effective Date"), is entered into between Milestone Contractors North, Inc., formerly known as Walsh & Kelly, Inc., an Indiana Corporation (hereinafter, the "Grantor"), having an address at 1700 E Main St. Griffith, IN 46319 and Jack Thompson (hereinafter, the "Grantee"), having an address at 1821 E. Elm St. Griffith, IN 46319.

WITNESSETH:

WHEREAS, Grantor is the owner of certain land located in Lake County, Indiana pursuant to Warranty Deed recorded 12/4/2014 Instrument Number 16824 in the Office of the Lake County, Indiana Recorder.

WHEREAS, Grantor is willing to grant to Grantee an easement over such portion of the property owned by Grantor (the "Easement Area"), more particularly described in Exhibit A attached hereto;

WHEREAS, Grantee is the owner of a certain property, more particularly described on Exhibit B, to be benefited by the Easement Area;

WHEREAS, Pursuant to a Certificate of Amendment filed with the Indiana Secretary of State on February 1, 2021, Walsh & Kelly Inc. was renamed Milestone Contractors North, Inc., said document was recorded 3/28/2021 Instrument Number 2021-024365 in the Office of the Lake County, Indiana Recorder.

NOW, THEREFORE, for good and valuable consideration paid by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant. Grantor hereby grants and conveys to Grantee, its heirs, legal representatives, successors, and assigns, a perpetual, exclusive easement (the "Easement") for access across the Easement Area, for the benefit of Grantee. The Easement shall serve the purpose of allowing access to Grantee's property.
2. Access. Grantee, its visitors, contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, transferees, lessees, invitees, successors and assigns shall be permitted access to the Easement.
3. Maintenance and Repair. In exchange for this grant of easement, Grantor shall not be liable for any disturbance or damage whatsoever to the Easement Area. In the event the surface of any portion of the Easement Area is disturbed for any reason whatsoever, such area shall be restored to the condition in which it existed as of the commencement of such activity by Grantee. Grantee hereby assumes the obligation, including all costs and expenses, to maintain and repair the Easement Area. In addition to the foregoing, Grantee shall perform necessary maintenance so as to keep the Easement Area at all times in the same condition as existed on the Effective Date of this Agreement.
4. Dangerous Materials. Grantee shall not keep or have on the Easement premises, including on or about the grounds, if any, any article or thing of a dangerous, inflammable, or explosive

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character that may unreasonably increase the danger of fire in the Easement premises or that may be considered hazardous or extra hazardous by any responsible insurance company or governmental agency

5. Representations and Warranties. Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title, and interest to make the within grant of Easement to Grantee; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms hereof; and (c) Grantee's easement rights hereunder shall not be defeated, impaired, and adversely affected by superior title.

6. Grantor's Use of Property. Grantor reserves the right to use Easement Area in any manner and for any purpose that does not interfere with Grantee's Easement rights and its use of the Easement.

7. Transferability. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.

8. Grantor Not Liable. In no event shall Grantor be liable for any damage to, or loss of personal property or equipment sustained by Grantee within the Easement Area, whether or not it is insured. Grantee hereby waives and releases any and all rights of recovery which it might have against Grantor for any loss or damage, whether or not caused by any alleged negligence of Grantor.

9. Limitation of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY GRANTOR HEREUNDER, OR FOR ANY OTHER REASON, GRANTOR SHALL NOT BE LIABLE TO GRANTEE FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

10. Indemnification. Grantee, his successors and assigns agrees to indemnify and save harmless Grantor (i) from and against any and all claims made by or on behalf of any person, firm, or entity arising from any breach or default by or on behalf of Grantee in the performance of any covenant or agreement on its part to be kept, observed, or performed under this Agreement, and (ii) from and against all damages, claims, and/or liabilities whatsoever arising from any accident or injury occurring within the Easement Area or as a result of changes, modification, improvements or additions to the Easement Area that affect any third party person or property. The indemnification herein provided shall include all reasonable legal fees, expenses, and damages incurred in connection with any such claim, action, or proceeding brought thereon and shall run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

11. Attorneys' Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorneys' fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

12. Notice. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth

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below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission provided that the transmission is completed no later than 4:00 p.m. EST on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To Grantor: Name: Milestone Contractors North, Inc
c/o The Heritage Group
Address: 5400 W. 86th St, Indianapolis, IN 46268

To Grantee: Name: Jack Thompson
Address: 1821 ELM
Telephone 978 238 6595
Email: JETS@FTQYAAOO.COM

Any party may change its address for purposes of this Section 12 by giving written notice as provided in this Section 12. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 12.

13. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

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

15. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF INDIANA, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION

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17. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST ANY PARTY HERETO, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ANY SUCH PARTY'S ADDRESS INDICATED IN SECTION 14 OF THIS AGREEMENT.

16. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each party hereto shall deliver original counterpart signatures to the other parties by no later than fifteen (15) days after the date hereof.

17. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

18. Acknowledgement. Each party acknowledges it has read this Agreement, understands the terms of this Agreement, has had the opportunity to consult with independent legal counsel in connection with this agreement, and has signed this agreement voluntarily.

19. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this agreement.

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

GRANTOR:

MILESTONE CONTRACTORS NORTH, INC.

By: DMK
Name: David M. Kozyn
Title: VP/Area Manager

GRANTEE:

JACK THOMPSON

Jack Thompson

This instrument was prepared by Alyssa Ketring, Attorney-at-Law 5400 W. 86th Street, Indianapolis, IN 46268,

I affirm under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Alyssa Ketring

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STATE OF INDIANA)
) SS:
COUNTY OF Lake)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, this 30th day of March, 2022, personally appeared the within named David M. Kozyra and acknowledged the execution of the foregoing instrument.

WITNESS my Hand and Notarial Seal.

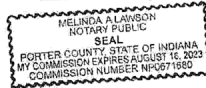
My Commission Expires:
August 16, 2023

Melinda A. Lawson

Melinda A. Lawson, Notary Public

County of Residence: Porter

STATE OF INDIANA)
) SS:
COUNTY OF Lake)



BEFORE ME, the undersigned, a Notary Public in and for said County and State, this 4th day of April, 2022, personally appeared the within named Jack Thompson and acknowledged the execution of the foregoing instrument.

WITNESS my Hand and Notarial Seal.

My Commission Expires:

Karen Craig
Notary Public
County of Residence: Lake



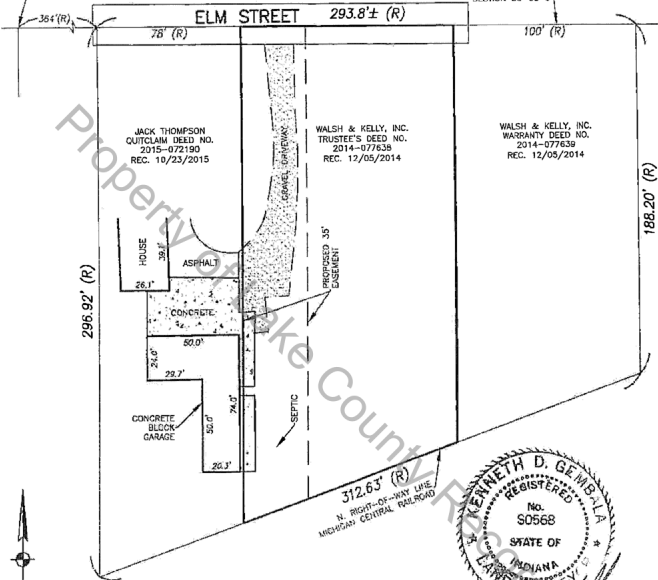
EXHIBIT A

PROPOSED EASEMENT DESCRIPTION

THE WEST 35 FEET OF THE FOLLOWING DESCRIBED PARCEL:
 PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH,
 RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, DESCRIBED AS:
 COMMENCING ON THE NORTH LINE 354 FEET EAST OF THE NORTHWEST CORNER; THENCE EAST 293.8 FEET, MORE OR
 LESS, TO THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH
 188.20 FEET TO THE RIGHT OF WAY OF THE MICHIGAN CENTRAL RAILROAD; THENCE SOUTHWESTERLY ON SAID RIGHT OF
 WAY 312.53 FEET TO A POINT DIRECTLY SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH 295.92 FEET TO THE
 PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA; EXCEPT THE EAST 100 FEET THEREOF, AND ALSO EXCEPT THE WEST 78
 FEET THEREOF; SAID PARCEL AS DESCRIBED IN TRUSTEE'S DEED RECORDED DECEMBER 5, 2014 AS DOCUMENT NUMBER
 2014-077638 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

NW CORNER
 NE1/4 SE1/4
 SEC. 36-36-9

N. LINE NE1/4 SE1/4
 SECTION 36-36-9



NOTE: THIS DRAWING IS NOT REPRESENTED AS A RETRACEMENT OR ORIGINAL SURVEY, OR ROUTE SURVEY. DIMENSIONS SHOWN ARE PER RECORD DESCRIPTIONS. IMPROVEMENTS SHOWN ARE APPROXIMATE IN LOCATION.



KRULL > ABONMARCHE

111 East 3rd Street
 Hobart, IN 46342
 T 219.947.3588
 F 219.947.0981
 abonmarche.com

Benion Harbor
 Ft. Wayne
 Gosport
 Grand Haven
 Hobart

Lafayette
 Portage
 South Bend
 South Haven
 Valparaiso

PREPARED FOR:
JACK THOMPSON
 1821 E. ELM STREET
 GRIFFITH, IN 46319

SCALE: 1" = 50'

JOB #: 22-0244

SHEET 1 OF 1

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Exhibit B

PARCEL 1: A STRIP OF LAND 78 FEET IN WIDTH OFF OF THE WEST END OF THE FOLLOWING DESCRIBED LAND, TO-WIT: PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS:

COMMENCING ON THE NORTH LINE 364 FEET EAST OF THE NORTHWEST CORNER; THENCE EAST 293.8 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 188.20 FEET TO THE RIGHT OF WAY OF THE MICHIGAN CENTRAL RAILROAD; THENCE SOUTHWESTERLY ON SAID RIGHT OF WAY 312.63 FEET TO A POINT DIRECTLY SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH 296.92 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA; EXCEPT THE EAST 100 FEET THEREOF.

Property of Lake County Recorder