

2023-531897
12/06/2023 11:30 AM
TOTAL FEES: 25.00
BY: JAS
PG #: 6
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

FILED

Dec 06 2023 BDD
PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

GRANT OF EASEMENT AND ENCROACHMENT AGREEMENT

CTNN2305042

Affects PIN(s):

45-06-36-402-013.000-027

45-06-36-402-006.000-027

THIS GRANT OF EASEMENT AND ENCROACHMENT AGREEMENT, ("Agreement") made and entered into this the 15th day of December, 2023, by and between RAGHVENDRA AGARWAL and NEHA BANSAL, husband and wife, hereinafter referred to as "Grantor", and RYAN M. HOLMES and AUDRA J. HOLMES, husband and wife, hereinafter referred to as "Grantee"

WHEREAS, Grantor is the owner of certain property adjacent to Grantee's parcel, hereinafter referred to as "Allison Parcel" and more particularly described as follows:

LOT 17 IN COMMUNITY RESOURCES, INC., AN ADDITION TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 98, PAGE 50 AS DOCUMENT NUMBER 2005-102228, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Tax Parcel No.: 45-06-36-402-006.000-027

Common Address: 10209 Allison Road, Munster, Indiana 46321

WHEREAS, Grantee is the owner of certain real property, hereinafter referred to as "Barbara Parcel", and more particularly described as follows:

LOT 12 IN COMMUNITY RESOURCES, INC., AN ADDITION TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 98, PAGE 50 AS DOCUMENT NUMBER 2005-102228, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Tax Parcel No.: 45-06-36-402-013.000-027

Common Address: 10210 Barbara Lane, Munster, Indiana

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WHEREAS, Grantee's fence encroaches upon Grantor's parcel as delineated on the survey attached hereto as Exhibit A. Grantee wishes to acquire and the Grantor agrees to convey an easement for the encroaching fence upon the terms that herein follow (the "Easement"):

WHEREAS, the Grantor hereby grants and creates an Easement for the fence as currently constructed on the Barbara Parcel that encroaches upon the Allison Parcel pursuant to the terms and conditions below.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, and the mutual covenants and promises herein contained, the parties do agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. Easement. Grantor grants in favor of Grantee, its successors and assigns, on the terms and conditions contained in this Agreement, an exclusive Easement in, on, over, under, through, along, and across that portion of the Allison Parcel that the fence encroaches and grants an irrevocable license for access in, over, under, through, along and across the Easement to use, maintain and repair the fence, subject to the right of removal upon future sale and/or replace, as set forth in paragraph 4., 5., and 6., below.
3. No Adverse Possession. The fence encroachment and this Easement is pursuant to the express consent of the Grantor herein and shall in no way constitute or be a basis for a claim of adverse possession.
4. Right to Have Fence Moved Upon Future Sale. If the owner of the Allison Parcel sells the Allison Parcel, the owner of the Allison Parcel shall have the absolute right to have the owner of the Barbara Parcel remove/move the fence encroachment at the owner of the Barbara Parcel's sole cost and expense. All such notices under this paragraph shall be made in writing. Upon receiving written notice, the owner of the Barbara Parcel shall enter into a written contract for the movement or removal of the fence (so that it is no longer an encroachment) within 30 days and shall provide a copy of such contract to the Allison Parcel. Such contract shall have the fence moved/removed as soon as reasonably practicable but no later than six (6) months.
5. Replacement. In the event that the fence must be replaced, or is moved as required under this Agreement, the fence shall be replaced or moved, as the case may be, to no longer encroach upon the Allison Parcel. Grantee agrees to repair any damaged areas appurtenant to the Easement of the Allison Parcel to their prior condition including, but not limited to, landscaping, plantings, grass, etc.
6. Maintenance, Repairs, and Replacements. Grantee and their successors and assigns, at their expense, shall keep and maintain the fence in good condition and repair, ordinary wear and tear excepted. In the event the fence is moved/removed under this Agreement, Grantee agrees to repair any damaged areas appurtenant to the Easement of the Allison

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Parcel to their prior condition including, but not limited to, landscaping, plantings, grass, etc.

7. Notice. All notices shall be sent by (i) hand delivery; or (2) certified mail return receipt requested, to the address provided for in this paragraph and shall be deemed given three (3) days after placed in the mail.
8. Successors. This Agreement and all related responsibilities, rights and privileges granted herein unto Grantor and Grantee shall be covenants running with the land and shall inure to the benefit of and be binding on the parties hereto and their respective successors (i.e. future owners of the Allison Parcel and Barbara Parcel).
9. No Public Benefit. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Barbara Parcel or the Allison Parcel to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.
10. Modification of Agreement. Notwithstanding any other provision in this Agreement, the parties may mutually modify this Agreement in writing, and they shall agree in such written modification to their respective rights and obligations upon modification.
11. Termination. This Agreement may be terminated by written Agreement by Grantor and Grantee and shall be automatically terminated by the removal of the encroachment under any provision of this Agreement.
12. Governing Law. This Agreement will be governed in accordance with the laws of the state of Indiana.
13. Attorney's Fees. In the event that the Allison Parcel owner is required to sue to enforce the Allison Parcel's owner's rights under this Agreement, then the Allison Parcel owner shall be entitled to reasonable costs and expenses, including attorney fees.
14. Time is of the essence of this Agreement.
15. This Agreement may be executed in counterparts; each counterpart shall be deemed an original and all counterparts together shall constitute a single instrument.

WHEREFORE, the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNATURE PAGES FOLLOW

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GRANTOR:



RAGHVENDRA AGARWAL



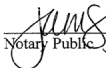
NEHA BANSAL

State of Indiana)
) ss
County of Lake)

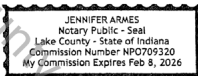
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RAGHVENDRA AGARWAL and NEHA BANSAL, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal

this 1st day of December, 2023.



Notary Public Jennifer Armes




THIS INSTRUMENT WAS PREPARED BY: RYAN AUDRA HOUNES


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GRANTEES:



Ryan M. Holmes



Audra J. Holmes

State of IL)

County of Cook)^{SS}

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ryan M. Holmes and Audra J. Holmes, personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal

this 27th day of November, 2023



Notary Public



After Recording Return to: Ryan M. Holmes, 10210 Barbara Ln., Munster, IN 46321

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 HOVAIN 1205

