

007533

APR 25 1990

KEY # 15-346-1106

*Anna N. Anton*  
AUDITOR LAKE COUNTY

DECLARATION OF EASEMENTS AND PARTY WALLS

FOR AND IN CONSIDERATION of One and 00/100 (\$1.00) Dollars, and other good and valuable consideration, the undersigned, LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER A TRUST AGREEMENT DATED THE 20TH DAY OF JULY, 1988 AND KNOWN AS TRUST NUMBER 3841 does hereby DECLARE and establish the following Easements and Party Wall Agreements and Covenants running with the land for the benefit of present and future owners, lessees, their officers, employees, agents, servants, customers, and invitees, as well as for the benefit of present and future lenders and/or mortgagees of the following described real estate, to-wit:

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PARCEL 4: A parcel of land in the Southeast Quarter of Section 20, Township 36 North, Range 7 West of the 2nd P.M. in the City of Hobart, Indiana, being part of Lot 1 in North Ridge Center, as per plat thereof, recorded in Plat Book 65, page 13, in the Recorder's Office of Lake County, Indiana, described as follows: Commencing at the Northwest Corner of Lot 4 in said North Ridge Center; thence North 1 Degree 21 Minutes East, 543.0 feet; thence North 88 Degrees 39 Minutes West, 95.0 feet; thence continuing North 88 Degrees 39 Minutes West, 29.0 feet; thence South 1 Degree 21 Minutes West, 11.0 feet; thence North 88 Degrees 39 Minutes West, 163.0 feet; thence North 1 Degree 21 Minutes East, 11.0 feet; thence North 88 Degrees 39 Minutes West, 128.0 feet to the point of beginning; thence North 1 Degree 21 Minutes East, 79.0 feet; thence North 88 Degrees 39 Minutes West, 70.5 feet; thence North 1 Degree 21 Minutes East, 1.0 foot; thence North 88 Degrees 39 Minutes West 13.5 feet; thence South 1 Degree 21 Minutes West, 80.0 feet; thence South 88 Degrees 39 Minutes East, 84.0 feet to the point of beginning.

PARCEL 5: A parcel of land in the Southeast Quarter of Section 20, Township 36 North, Range 7 West of the 2nd P.M. in the City of Hobart, Indiana, described as follows: Being part of Lot 1 in North Ridge Center, as per plat thereof, recorded in Plat Book 65, page 13 in the Recorder's Office of Lake County, Indiana, described as follows: Commencing at the Northwest Corner of Lot 4 in said North Ridge Center; thence North 1 Degree 21 Minutes East, 543.0 feet; thence North 88 Degrees 39 Minutes West, 95.0 feet;

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

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thence North 1 Degree 21 Minutes East, 15.0 feet to the point of beginning; thence South 88 Degrees 39 Minutes East, 305.0 feet; thence North 1 Degree 21 Minutes East, 15.0 feet; thence South 88 Degrees 39 Minutes East, 89.0 feet; thence North 1 Degree 21 Minutes East, 15.0 feet; thence South 88 Degrees 39 Minutes East, 24.0 feet; thence South 43 Degrees 39 Minutes East, 80.0 feet; thence South 88 Degrees 39 Minutes East, 31.0 feet; thence North 46 Degrees 21 Minutes East, 80.0 feet; thence North 43 Degrees 39 Minutes West, 102.0 feet; thence South 46 Degrees 21 Minutes West, 29.3 feet; thence North 88 Degrees 39 Minutes West, 74.0 feet; thence North 1 Degree 21 Minutes East, 35.0 feet; thence North 88 Degrees 39 Minutes West, 90.0 feet; thence South 1 Degree 21 Minutes West, 15.0 feet; thence North 88 Degrees 39 Minutes West, 60.0 feet; thence South 1 Degree 21 Minutes West, 40.0 feet; thence North 88 Degrees 39 Minutes West, 59.0 feet; thence North 1 Degree 21 Minutes East, 20.0 feet; thence North 88 Degrees 39 Minutes West, 110.0 feet; thence South 1 Degree 21 Minutes West, 80.0 feet to the point of beginning.

PARCEL 9: A parcel of land being all of Lot 2 and that part of Lot 3 in North Ridge Center, as per plat thereof, recorded in Plat Book 65, page 13 in the Recorder's Office of Lake County, Indiana, described as follows: Beginning at the Southwest corner of said Lot 3; thence South 88 Degrees 39 Minutes East along the South line of said Lot 3, 36.40 feet; thence North 1 Degree 21 Minutes East, parallel to the West line of said Lot 3, 195.0 feet to the North line of said Lot 3; thence North 88 Degrees 39 Minutes West along said North line, 36.40 feet to the Northwest corner of said Lot 3; thence South 1 Degree 21 Minutes West along the West line of said Lot 3, 195.0 feet to the point of beginning.

#### THE EASEMENTS

PARCEL 2: The Grantor does herewith grant and declare a non-exclusive easement for the benefit of Parcels 4, 5 and 9, for parking over and across the following: A parcel of land in the Southeast Quarter of Section 20, Township 36 North, Range 7

West of the 2nd P.M. in the City of Hobart, Indiana, described as follows: being part of Lot 1 in North Ridge Center, as per plat thereof, recorded in Plat Book 65, Page 13, in the Recorder's Office of Lake County, Indiana, described as follows: Commencing at the Northwest corner of Lot 4 in said North Ridge Center; thence North 1 Degree 21 Minutes East, 35.0 feet; thence North 88 Degrees 39 Minutes West 60.0 feet to the Point of Beginning; thence North 1 Degree 21 Minutes East, 508.0 feet; thence North 88 Degrees 39 Minutes West, 59.0 feet; thence South 1 Degree 21 Minutes West, 11.0 feet; thence North 88 Degrees 39 Minutes West, 163.0 feet; thence North 1 Degree 21 Minutes East, 11.0 feet; thence North 88 Degrees 39 Minutes West, 277.85 feet to the West line of said Lot 1; thence South 0 Degrees 01 Minutes 11 Seconds East, along said West line, 508.14 feet; thence South 88 Degrees 39 Minutes East, 492.7 feet to the Point of Beginning.

PARCEL 3: The Grantor does herewith grant and declare a non-exclusive easement for the benefit of Parcels 4, 5 and 9, for ingress and egress over and across the following described land: a Parcel of land in the Southeast Quarter of Section 20, Township 36 North, Range 7 West of the 2nd P.M., in the City of Hobart, Indiana, being part of Lot 1 in North Ridge Center, as per plat thereof, recorded in Plat Book 65, page 13 in the Recorder's Office of Lake County, Indiana described as follows: Commencing at the Northwest corner of Lot 4 in said North Ridge Center; thence North 1 Degree 21 Minutes East, 35.0 feet to the point of beginning; thence North 1 Degree 21 Minutes East, 508.0 feet; thence North 88 Degrees 39 Minutes West, 60.0 feet; thence South 1 Degree 21 Minutes West, 508.0 feet; thence South 88 Degrees 39 Minutes East, 60.0 feet to the point of beginning.

PARCEL 6: The Grantor does herewith grant and declare a non-exclusive easement for the benefit of Parcels 4, 5 and 9, for ingress and egress over and across the following Parcel of land: A Parcel of land in the Southeast Quarter of Section 20, Township 36 North, Range 7 West of the 2nd P.M., in the City of Hobart, Indiana, being part of Lot 1 in North Ridge Center, as per plat thereof,

recorded in Plat Book 65, page 13, in the Recorder's Office of Lake County, Indiana, described as follows: Commencing at the Northwest corner of Lot 4 in said North Ridge Center; thence North 1 Degree 21 Minutes East, 543.0 feet; thence North 88 Degrees 39 Minutes West, 30.0 feet; thence North 1 Degree 21 Minutes East, 179.0 feet to the point of beginning; thence North 88 Degrees 39 Minutes West, 65.0 feet; thence South 1 Degree 21 Minutes West, 81.0 feet; thence South 88 Degrees 39 Minutes East, 110.0 feet; thence South 1 Degree 21 Minutes West, 20.0 feet; thence South 88 Degrees 39 Minutes East, 59.0 feet; thence North 1 Degree 21 Minutes East, 40.0 feet; thence South 88 Degrees 39 Minutes East, 136.0 feet; thence North 1 Degree 21 Minutes East, 15.0 feet; thence South 88 Degrees 39 Minutes East, 90.0 feet; thence South 1 Degree 21 Minutes West, 35.0 feet; thence South 88 Degrees 39 Minutes East, 74.0 feet; thence North 46 Degrees 21 Minutes East, 29.30 feet; thence South 43 Degrees 39 Minutes East, 102.0 feet; thence South 90 Degrees East, 54.0 feet, more or less, to the West line of a 30-foot access easement as shown on said plat of North Ridge Center; thence North 0 Degrees 00 Minutes West along said\* line to the South line of said easement; thence North 88 Degrees 35 Minutes 28 Seconds West along said South line 457.0 feet, more or less; thence South 1 Degree 21 Minutes West to a point on a line that bears South 88 Degrees 39 Minutes East and passes through the point of beginning; thence North 88 Degrees 39 Minutes West, 100.0 feet to the point of beginning.

\*West.

PARCEL 7: The Grantor does herewith grant and declare a non-exclusive easement for the benefit of Parcels 4, 5 and 9, for parking and ingress and egress over and across the following described land: A Parcel of land in the Southeast Quarter of Section 20, Township 36 North, Range 7 West of the 2nd P.M., in the City of Hobart, Indiana, being part of Lot 1 in North Ridge Center, as per plat thereof, recorded in Plat Book 65, page 13, in the Recorder's Office of Lake County, Indiana, described as follows: Commencing at the Northwest corner of Lot 4 in said North Ridge Center; thence North 1 Degree 21 Minutes East, 40.0 feet to the point of beginning, said point being on the North



line of a 40-foot access easement as shown on said plat; thence North 1 Degree 21 Minutes East, 503.0 feet; thence North 88 Degrees 39 Minutes West, 95.0 feet thence North 1 Degree 21 Minutes East, 15.0 feet; thence South 88 Degrees 39 Minutes East, 305.0 feet; thence North 1 Degree 21 Minutes East, 15.0 feet; thence South 88 Degrees 39 Minutes East, 89.0 feet; thence North 1 Degree 21 Minutes East, 15.0 feet; thence South 88 Degrees 39 Minutes East, 24.0 feet; thence South 43 Degrees 39 Minutes East 80.0 feet; thence North 88 Degrees 39 Minutes West, 45.0 feet; thence South 1 Degree 21 Minutes West, 383.0 feet, more or less, to the North line of a 40-foot access easement as shown on said plat; thence Westerly, Southwesterly and Westerly along said North line to the point of beginning.

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PARCEL 8: The Grantor does herewith grant and declare a non-exclusive easement for the benefit of Parcel 4, for parking, over and across the following described Parcel of land: A Parcel of land in the Southeast Quarter of Section 20, Township 36 North, Range 7 West of the 2nd P.M., in the City of Hobart, Indiana, being part of Lot 1 in North Ridge Center, as per plat thereof, recorded in Plat Book 65, page 13, in the Recorder's Office of Lake County, Indiana, described as follows: Commencing at the Northwest corner of Lot 4 in said North Ridge Center; thence North 1 Degree 21 Minutes East, 543.0 feet; thence North 88 Degrees 39 Minutes West, 95.0 feet; thence continuing North 88 Degrees 39 Minutes West, 29.0 feet; thence South 1 Degree 21 Minutes West, 11.0 feet; thence North 88 Degrees 39 Minutes West, 163.0 feet; thence North 1 Degree 21 Minutes East, 11.0 feet; thence North 88 Degrees 39 Minutes West, 212.0 feet to the point of beginning; thence North 1 Degree 21 Minutes East, 80.0 feet; thence South 88 Degrees 39 Minutes East, 13.5 feet; thence North 1 Degree 21 Minutes East, 129.0 feet; thence North 88 Degrees 39 Minutes West, 60.0 feet, more or less, to the East line of a 30-foot utility and access easement as shown on said plat; thence South 0 Degrees 01 Minute 11 Seconds East along said East line, 209.0 feet, more or less; thence South 88 Degrees 39 Minutes East, 46.5 feet, more or less, to the point of beginning.

These Easements shall be non-exclusive and shall exist concurrently with the reciprocal rights of other tenants and/or owners in North Ridge Center Subdivision, as shown in Plat Book 65, page 13 in the Office of the Recorder of Lake County, Indiana, as per prior Easements found in prior Easements, Deeds and/or Plats of record, and as per Surveyor Location report prepared by Bengel Engineering & Surveying dated 1/09/90, a copy of which is attached hereto and made a part hereof.

The undersigned, LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 3841 does further hereby create and DECLARE the following walls of the buildings constructed on Parcels 1, 4 and 5 of North Ridge Center, as per plat thereof, recorded in Plat Book 65, page 13 in the Office of the Recorder of Lake County, Indiana, and as per Surveyor Location Report prepared by Bengel Engineering & Surveying dated 1/09/90, to be PARTY WALL(S) and subject to the terms and conditions hereafter provided as follows:

The North 70.5 feet and the East 79.0 feet of the building constructed on Parcel 4 as same adjoins the existing building constructed on Parcel 1.

The West 80.0 feet of the building constructed on Parcel 5 as same adjoins the East wall of the building constructed on Parcel 1.

The most Southerly 31.0 feet and the most Southeasterly 80.0 feet of the building constructed on Parcel 5.

Said walls shall be and hereafter remain PARTY WALL(S) and the use and maintenance thereof shall be subject to the terms and provisions of this Declaration.

No alterations or changes shall be made to the PARTY WALL(S) without the consent of the appropriate owners of the adjoining buildings constructed on Parcels 1, 4 and 5, which consent shall not be unreasonably withheld. The burden of maintenance, repairs or restoration of the respective PARTY WALL(S) shall be made on the owners(s) of either said Parcels 4 and 5, as appropriate, who shall repair or restore said walls or any additions thereto, using good building materials similar to those which were used in the original construction of said walls, and shall cause such work to be done by skilled workmen and conform to all applicable building laws and codes. The PARTY WALL(S) shall at all times be kept in a good condition and state of repair. The ultimate cost of any needed repairs or restoration shall be paid and borne by the party or parties causing damage or destruction to the PARTY WALL(S), if known. In the event of damage or destruction of a

PARTY WALL by a party or parties unknown, or for the ordinary maintenance of the PARTY WALL(S), the costs of repair or restoration shall be shared by the appropriate owners of the adjoining buildings in proportion to the amount of use being made of a said wall at the time of the making of said repairs or restoration.

In the event the owners of the adjoining buildings are unable to agree as to the amount, if any, payable by one of the owners, either by reason of the amount of use of said PARTY WALL, or the need for or costs of the repairs or restoration of said wall, such disputes shall be determined by three (3) Arbitrators, one of whom shall be appointed by the owner of the building constructed on Parcels 4 and/or 5, as appropriate; one of whom shall be appointed by the owner of the building constructed on Parcel 1, and the third of whom shall be selected by the two (2) so appointed. The decision of any two (2) of said Arbitrators shall be final and binding upon the respective owners, lessees or lenders of said Parcels. The obligated party shall promptly reimburse the party responsible for payment for their proportionate share of expenses and costs upon presentation of paid invoices, together with interest at maximum legal rate, and reasonable attorney fees if payment is withheld unreasonably as determined by the Arbitrators.

Anything to the contrary notwithstanding, it is hereby expressly understood and agreed by and between the parties hereto that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein; and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the LAKE COUNTY TRUST COMPANY because of this instrument or because of any representation, covenant, undertaking or agreement of said Trustee in this instrument contained either express or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the undersigned, LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER A TRUST AGREEMENT DATED THE 20TH DAY OF JULY, 1988 AND KNOWN AS TRUST NUMBER 3841, as DECLARANT, has hereunto set their hands and seals this 19th day of ~~February~~ March, 1990.

LAKE COUNTY TRUST COMPANY, as  
Trustee under Trust No. 3841

ATTEST:

BY: Charlotte L. Keilman  
Charlotte L. Keilman, Assistant  
Secretary

BY: Karyn Zasada  
Karyn Zasada  
Title: Trust Officer

STATE OF INDIANA )

COUNTY OF LAKE )

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Before me, a Notary Public, in and for said County and State, this 19th day of ~~February~~, 1990, personally appeared Lake County Trust Company, as Trustee under Trust Number 3841, by Karyn Zasada & Charlotte L. Keilman its Trust Officer & Asst. Secretary, and acknowledged the execution of the above and foregoing document, for and on behalf of said corporation.

Witness my hand and Official Seal.

Angeline Bravos  
Angeline Bravos

NOTARY PUBLIC

My Commission Expires: May 15, 1993

My County of Residence: Lake

