

103119

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made and entered into this 2nd day of January, 1990, by and between Lake County Trust Company, a Corporation of Indiana, as Trustee under the provisions of a Trust Agreement dated the 1st day of August, 1989, and known as Trust No. 3974 (hereinafter referred to as "Tr. 3974") and Lake County Trust Company, a Corporation of Indiana, as Trustee under the provisions of a Trust Agreement dated the 4th day of August, 1985, and known as Trust No. 3491 (hereinafter referred to as "Tr. 3491").

WITNESSETH:

WHEREAS, Tr. 3491 is the owner of that certain real estate in Lake County, Indiana, hereinafter referred to as "Premises A", legally described on Exhibit I, attached hereto and made a part hereof, and

WHEREAS, Tr. 3974 is the owner of certain real estate in Lake County, Indiana, immediately joining Premises A and hereinafter referred to as "Premises B", also legally described on said Exhibit I, and

WHEREAS, the parties hereto wish to make an access agreement.

NOW THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties hereto covenant and agree for themselves and their heirs, successors, and assigns, as follows:

1. Tr. 3974 does hereby grant, assign, convey and set over to Tr. 3491, for itself, its successors and assigns, as well as its Beneficial Owners, employees, agents, invitees, customers, licenses, lessees, sub-lessees and mortgagees, a nonexclusive, perpetual access easement for ingress and egress, in, over and across the following described real estate:

The West 35 feet, and the South 40 feet of Lot 2, Seasons Shoppes, as shown in Plat Book 56, Page 24, in the Office of the Recorder of Lake County, Indiana, which portion has been and is currently paved and used by the Beneficial Owners, employees, agents, invitees, customers, licensees, lessees, sub-lessees, and mortgagees, for access and for ingress and egress to the certain commercial building presently existing upon said premises; and said description shall be corrected and/or modified if necessary so as not to create any encroachment upon the said existing certain commercial building.



CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

STATE OF INDIANA/S. 5. 1990

FILED

MAY 29 1990

KEY# 10-81-1+2
Dana N. Anton
AUDITOR LAKE COUNTY

001113

Handwritten initials/signature

Handwritten mark

Grantees are granted a perpetual easement for use, both pedestrian and vehicular, for access, ingress and egress over the above-described realty to and from the property of Tr. 3491.

2. Tr. 3491 does hereby grant, assign, convey and set over to Tr. 3974, for itself, its successors and assigns, as well as its Beneficial Owners, employees, agents, invitees, customers, licensees, lessees, sub-lessees and mortgagees, a nonexclusive, perpetual access easement for ingress and egress, in, over and across the following described real estate:

The North 20 feet; the East 30 feet; and the South 30 feet of Lot 1, Seasons Shoppes, as shown in Plat Book 56, Page 24, in the Office of the Recorder of Lake County, Indiana, which portion has been and is currently paved and used by the Beneficial Owners, employees, agents, invitees, customers, licensees, lessees, sub-lessees, and mortgagees, for access and for ingress and egress to the certain commercial building presently existing upon said premises; and said description shall be corrected and/or modified if necessary so as not to create any encroachment upon the said existing certain commercial building.

Grantee is granted a perpetual easement for use, both pedestrian and vehicular, for access, ingress and egress over the above-described realty to and from the property of Tr. 3974.

3. All costs for maintenance, repair, and reconstruction of the access easement granted herein shall be shared by the parties hereto as follows:

Tr. 3491	50%
Tr. 3974	50%
TOTAL:	100%

Tr. 3974 attends to the actual payment of these items and Tr. 3491 shall reimburse Tr. 3974 for its share of any such expenditures. Said reimbursement is due and payable within fifteen (15) days after written notice given to Tr. 3491. Notwithstanding anything herein to the contrary, the parties shall cooperate with each other and each will keep their respective parcels in a state of cleanliness and shall keep such areas free and clear of snow, ice, rubbish and obstructions of every nature as is reasonably possible.

4. The parking lot and access areas described herein have been fully constructed, and are completed, all in accordance with the specifications and requirements of Lake County, Indiana,

and therefore, there will be no construction costs with respect to the access easements mutually granted herein.

5. The easements being granted by the parties hereto are not exclusive. The parties hereto reserve the right to grant similar easements over the described parcels for the benefit of other parties.

6. This grant of easement shall run with the land and shall be binding on and inure to the benefit of the parties hereto, their successors and assigns and the Beneficial Owners of the Trusts, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 3491

LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 3974

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

BY: SEE SIGNATURE PAGE ATTACHED

BY: SEE SIGNATURE PAGE ATTACHED

ATTEST:

ATTEST:

SEE SIGNATURE PAGE ATTACHED

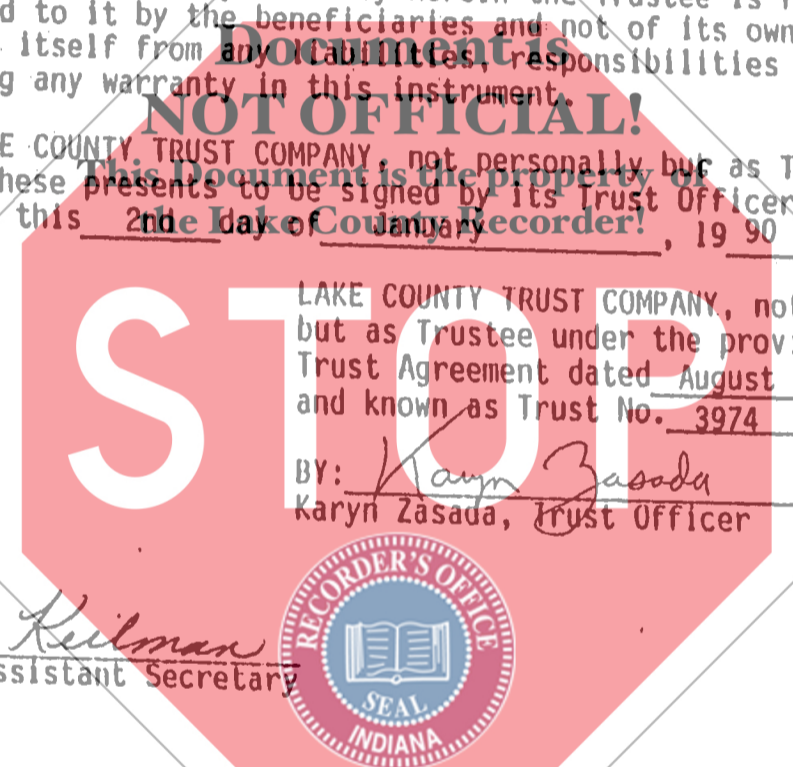
SEE SIGNATURE PAGE ATTACHED



It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, 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 that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 2nd day of January, 1990.



LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated August 1, 1989 and known as Trust No. 3974.

BY: Karyn Zasada
Karyn Zasada, Trust Officer

ATTEST:

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



LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated August 5, 1985 and known as Trust No. 3491.

BY: Karyn Zasada
Karyn Zasada, Trust Officer

ATTEST:

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

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify the abovenamed Trust Officer and Assistant Secretary of Lake County Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Witness my hand and seal this 16th day of May, 1990.

Angela Newcomb
Angela Newcomb - Notary Public
Resident: Lake County, Indiana

My Commission Expires: April 2, 1994

EXHIBIT I

PREMISES A

Lot 1, Seasons Shoppes, as recorded in Plat Book 56, Page 24, Lake County, Indiana.

PREMISES B

Four Seasons Place Planned PB-3 Business Center, as shown in Plat Book 61, Page 12, in the Office of the Recorder of Lake County, Winfield Township, Indiana, formerly known as Lot 2, Seasons Shoppes, as shown in Plat Book 56, Page 24, in the Office of the Recorder of Lake County, Indiana.

