

20

RETURN TO
T. SIMSTAD
11471 LAKEWOOD ST
CROWN POINT IN
46307

140075

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT is made and entered into this 20th day of MARCH (E.T.M.), 1990, by and among THOMAS N. SIMSTAD, his successors and assigns, hereinafter referred to as "Simstad"; HOWARD J. and SUSAN L. SKORKA, ANN MARIE SKORKA, MICHAEL L. and DEBORAH SKORKA, MARGEY L. SKORKA, Trustee, hereinafter referred to as "Skorka"; STEVE J. TILTON, STEVEN J. TILTON and DIANE KRUPCHAK, hereinafter referred to as "Tilton"; and RONNIE C. and JOANN M. ASHBURN hereinafter referred to as "Ashburn";

FILED

WITNESSETH;

DEC 20 1990

WHEREAS, Simstad, Skorka, Tilton and Ashburn each own and have legal title to a portion of a certain parcel of real estate located in Lake County, Indiana, the legal description of which is as follows:

Handwritten signature
AUDITOR LAKE COUNTY

Part of the Southwest Quarter of Section 7, Township 33 North, Range 8 West of the Second Principal Meridian, and Part of the Southeast Quarter of Section 12, Township 33 North, Range 9 West of the Second Principal Meridian, more particularly described as follows: Commencing at the Southwest Corner of the Southwest Quarter of said Section 7; thence N 00 02' 06" E along the West Line of the Southwest Quarter of said Section 7, 308.76 feet; thence S 88 29' 53" E, parallel to the South line of the Southwest Quarter of said Section 7, 140.51 feet to the point of beginning; thence continuing S 88 29' 53" E, 330 feet; thence N 30 00' 00" E, 165 feet; thence N 24 00' 00" W, 495 feet; thence N 51 00' 00" E, 430 feet; thence N 33 30' 00" E, 423.04 feet; thence N 89 01' 00" E, along a line parallel to and 60 feet South of the North line of Lakewood Estates Unit No. 3, 359.61 feet; thence N 10 43' 39" W along the Westerly line of lot 18 of said Lakewood Estates Unit No. 3, 30.44 feet; thence N 89 01' 25" E along a line parallel to and 30 feet South of said North Line of Lakewood Estates Unit No. 3, 191.72 feet; thence North 16 49' 19" E along a line parallel to and 30 feet Southeasterly of the Southeasterly line of lot 7 in Lakewood Estates Unit No. 1, 100 feet; thence N 73 10' 41" W, 40 feet; thence S 16 49' 19" W along a line parallel to and 10 feet Northwesternly of the Southeasterly line of said Lot 7, 49.83 feet; thence S 89 01' 25" W along a line parallel to and 30 feet North of the South line of Lakewood Estates Unit No. 1, 510.55 feet; thence N 00 02' 06" E along a line parallel to and 220.08 feet East of the Westernmost line of said Lakewood Estates Unit No. 1, 445.49 feet; thence N 50 30' 00" W, 400.47 feet; thence S 30 20' 00" W, 640 feet; thence S 47 31' 12" W, 403.85 feet to a point of curve; thence Southwesterly along a curve concave to the Southeast, having a radius of 150 feet and a central angle of 88 25' 55", 231.51 feet; thence S 32 48' 06" W, 444.83 feet; thence S 00 49' 44" E, 350 feet; thence S 59 50' 28" E, 608 feet to the point of beginning, containing 32.95 acres, more or less, in Lake County, Indiana.



AND WHEREAS, Simstad, Skorka, Tilton and Ashburn are interested in granting each other easements for the portions of the above-described real estate which each of them owns to the other three for the purpose of giving them access to the shore and waters of the lake located within the boundaries of the above-described real estate;

WHEREAS, Simstad, Skorka, Tilton and Ashburn consider that the continued preservation of the lake and the maintenance of the shore, surface and waters of the lake in a clean and sightly condition will be beneficial to Simstad, Skorka, Tilton and Ashburn. Moreover, the parties hereto desire to have mutual and reciprocal rights to use the surface and water of the lake located on the property of each other parties for recreational purposes so the enjoyment of the lake may be shared by Simstad, Skorka, Tilton and Ashburn and their respective heirs, successors and assigns and successors in title to all or any part of the property heretofore described and their guests and invitees.

STATE OF INDIANA
LAKE COUNTY
RECORDER
DEC 20 1 07 PM '90

4400
01079

NOW THEREFORE, for Ten and no/100 (\$10.00) Dollars and other good and valuable consideration paid by each to the other, receipt of which is hereby acknowledged, it is agreed between the parties to this Agreement as follows:

1. GRANT OF EASEMENT BY SIMSTAD. Simstad hereby grants and conveys to Skorka, Tilton and Ashburn the following easement, related only to that part of the property owned by Simstad lying within the bounds of the real estate legally described in this Agreement: A nonexclusive easement for the recreational use of the shore, surface and waters of the lake contained within the real estate owned by Simstad which is a part of the real estate which is legally described herein, subject to the provisions of this Agreement.

2. GRANT OF EASEMENT BY SKORKA. Skorka hereby grants and conveys to Simstad, Tilton, and Ashburn the following easement, related only to that part of the property owned by Skorka lying within the bounds of the real estate legally described in this Agreement: A nonexclusive easement for the recreational use of the shore, surface and waters of the lake contained within the real estate owned by Skorka which is a part of the real estate which is legally described herein, subject to the provisions of this Agreement.

3. GRANT OF EASEMENT BY TILTON. Tilton hereby grants and conveys to Simstad, Skorka, and Ashburn the following easement, related only to that part of the property owned by Tilton lying within the bounds of the real estate legally described in this Agreement: A nonexclusive easement for the recreational use of the shore, surface and waters of the lake contained within the real estate owned by Tilton which is a part of the real estate which is legally described herein, subject to the provisions of this Agreement.

4. GRANT OF EASEMENT BY ASHBURN. Ashburn hereby grants and conveys to Simstad, Skorka, and Tilton the following easement, related only to that part of the property owned by Tilton lying within the bounds of the real estate legally described in this Agreement: A nonexclusive easement for the recreational use of the shore, surface and waters of the lake contained within the real estate owned by Ashburn which is a part of the real estate which is legally described herein, subject to the provisions of this Agreement.

5. MAINTENANCE AND USE. Simstad, Skorka, Tilton and Ashburn agree as follows with regard to maintenance and use of the real estate described herein:

A. That each should maintain that part of the shoreline of the lake located upon their respective properties in a sightly and clean condition free of litter.

B. That each will take no action to diminish or increase the water level of the lake once it is established by Simstad unless agreed to by all parties.

C. Each will develop their respective properties in such a way that mud and debris from their respective properties, except from natural existing revenes, does not flow into the lake.

D. No petroleum powered water craft will be used upon the lake.

E. That no commercial use of the lake will be permitted.

F. That the lake is for the private use of property owners who border it and no guests, friends or relatives are permitted to use said lake unless accompanied by the lot owner who borders the lake.

G. With the exception of Lots 6, 7, 16, 18, 19 and 20 of Lakewood Estates Subdivision, and the Ashburn property, no pier or boat dock shall be constructed into the lake more than twenty-five (25) feet. No pier or boat dock shall be constructed into the lake more than ten (10) feet on Lots 6, 7, 16, 18, 19 and 20 of Lakewood Estates Subdivision.

H. The signatory parties hereto agree that all maintenance required after the initial installation of the dam and the enhancement of the lake shall be borne equally by the present or future legal title holders of any property, a portion of which is included within the bounds of the real estate legally described herein regardless of the amount of land owned. In the event any present or future legal title holder shall fail to pay his share as outlined herein, said remaining legal title holders collectively or individually shall have the right to sue for recovery of the same and any judgment obtained shall include reasonable attorney's fees and twelve (12%) percent interest per annum from the date of demand.

I. The parties agree that a maintenance fund shall be created and managed by three trustee land owners elected by a majority of the property owners bordering the Lake (hereinafter property owners). Each property owner agrees to contribute an annual assessment of One Hundred Dollars (\$100.00) for the first three (3) years and Two Hundred Dollars (\$200.00) per year thereafter into the fund. No further annual assessments shall be paid into the fund once it contains the amount of Ten Thousand Dollars (\$10,000.00). Maintenance funds shall be kept in an interest bearing savings account, which shall be held in the names of all three trustee land owners. No withdrawals from the account shall be permitted without a majority vote of all participating property owners. The annual assessment may be altered only by a majority vote of all property owners. The account and any other books, papers, or other shall be open to inspection by property owners at all times.

6. DEVELOPMENT ALLOWED. Nothing in this Agreement shall be deemed to prohibit the parties hereto from the residential development of the real estate located next to the shoreline of the lake, which is outside the legal description of the property described herein, as permitted by the applicable zoning regulations and provided said landowners pay their share of the maintenance. Notwithstanding anything contained in this item six (6) to the contrary, a minimum of seventy five (75) feet frontage as measured along the boundary of the herein described easement shall be required in order for any individual landowner whose property borders the lake to obtain rights to access to the lake, except Ashburn shall be permitted a maximum of five (5) lake front lots on his thirteen and one half (13.5) acres of property.

7. INITIAL CONSTRUCTION OF DAM. Simstad agrees to construct at his expense a dam for purposes of establishing the level of the lake and will obtain all required governmental permits for the construction of the lake and dam. The remaining parties to this Agreement agree that Simstad shall have initial ownership of and control over the design of the dam and the initial level of the lake as determined by the construction of said dam. In consideration of Simstad installing at his expense the dam and other initial improvements required for said lake, the remaining

initial improvements required for said lake, the remaining property owners, their heirs, successors and assigns agree to forever release, indemnify and hold harmless Simstad, his heirs, successors, assigns, agents and representatives from any all liability, costs, loss, damage, personal injury, or property damage, including but not limited to reasonable attorney fees suffered or incurred by any property owner, their children, their respective heirs, successors, assigns, guests, licensees or invitees, but not others (eg. trespassers) resulting from their use of the Lake.

8. LAKE LEVEL. Once this Agreement is executed and recorded Simstad agrees within a reasonable time, not to exceed ninety (90) days, to seek approval from the Indiana Department of Natural Resources to raise the level of the Lake no more than an additional five (5) feet actual depth. If approval is granted, Simstad will install, at his expense, necessary improvements. Simstad makes no representations, or warranties as to the actual level of the Lake, which is subject to weather and other conditions beyond the direct control of Simstad.

9. TERMS. The reciprocal easements herein granted shall be for the benefit of each of the other respective parties forever according to the terms and conditions contained herein.

10. EASEMENT APPURTENANT. It is intended by the parties to this Reciprocal Easement Agreement that the easements granted shall be appurtenant to and run with the ownership of the property described herein owned by Simstad, Skorka, Tilton and Ashburn.

10. SUCCESSORS AND ASSIGNS. The reciprocal easements granted by this Agreement shall bind and inure to the benefit of the respective grantees in each case and their respective heirs, successors, assigns and successors-in-title all or part of the real estate legally described herein and their invitees and guests.

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

SIMSTAD:

[Signature]
 THOMAS N. SIMSTAD (lot 26, 27, and 28 plus remaining property legally described in this Easement Agreement not contained within the lots hereinafter listed.)

STATE OF INDIANA

SS:

COUNTY OF LAKE

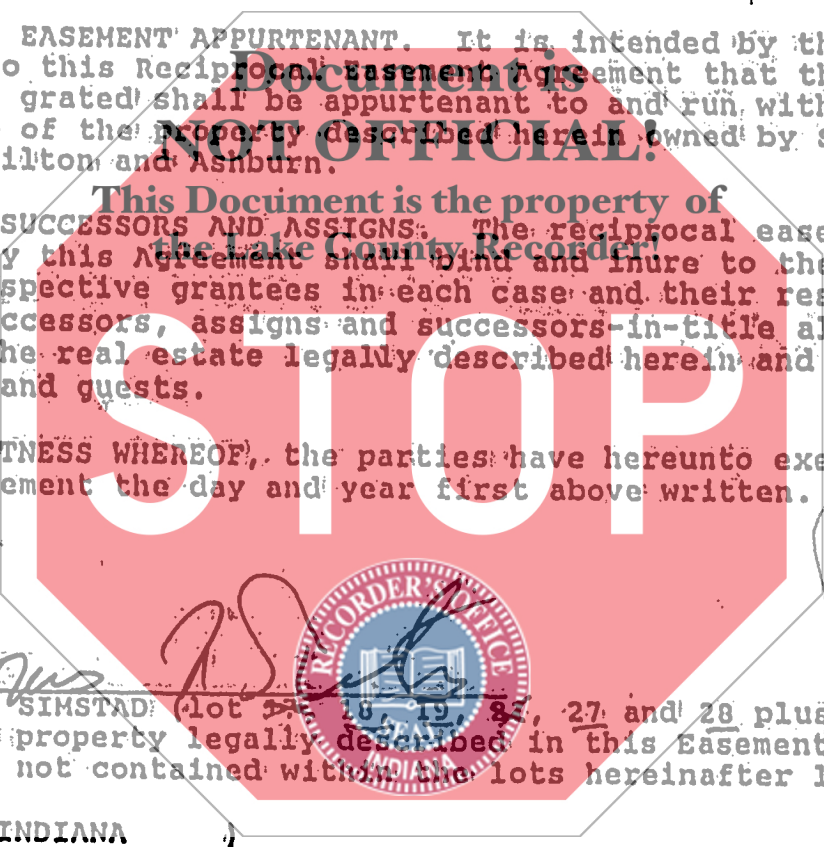
Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared THOMAS N. SIMSTAD, and acknowledged the execution of the foregoing Reciprocal Easement Agreement as his voluntary act and deed.

WITNESS my hand and official seal this 10th day of May, 1990.

[Signature]
 Notary Public
 My Commission Expires:

County of Residence:

8-11-92 Lake



LOT
 KEY 3-226-111 (28)
 3-226-10 (27)
 3-226-1 (18)
 3-226-2 (19)
 DOC #
 983420
 6-23-88

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said county and State, personally appeared STEVEN E. RUST and DONNA S. RUST (LOT 4 LAKEWOOD ESTATES) and acknowledged the execution of the foregoing Reciprocal Easement as their voluntary act and deed.

Steven E. Rust
STEVEN E. RUST LOT 4

Donna S. Rust
DONNA S. RUST LOT 4

Witness my hand and official seal this 21st day of November, 1990.



Document is NOT OFFICIAL

Paul Jackson
Notary Public

This Document is the property of the Lake County Recorder!

My Commission Expires:

8-27-94

County of Residence:

Lake

STOP



REC 3-224-2

7-26-90

DOC # 081281

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said county and State, personally appeared RICHARD L. MOSTAK (LOT 5 LAKEWOOD ESTATES) and acknowledged the execution of the foregoing Reciprocal Easement Agreement as his voluntary act and deed.

Richard L. Mostak
RICHARD L. MOSTAK (LOT 5)

WITNESS my hand and official seal this 12th
day of November, 1990.



Becky Olesh
Notary Public
Becky Olesh

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the Lake County Recorder!

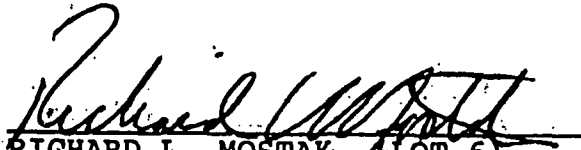
My Commission Expires:
8/23/91

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, personally appeared RICHARD L. MOSTAK (LOT 6 LAKEWOOD ESTATES) and acknowledged the execution of the foregoing Reciprocal Easement Agreement as his voluntary act and deed.

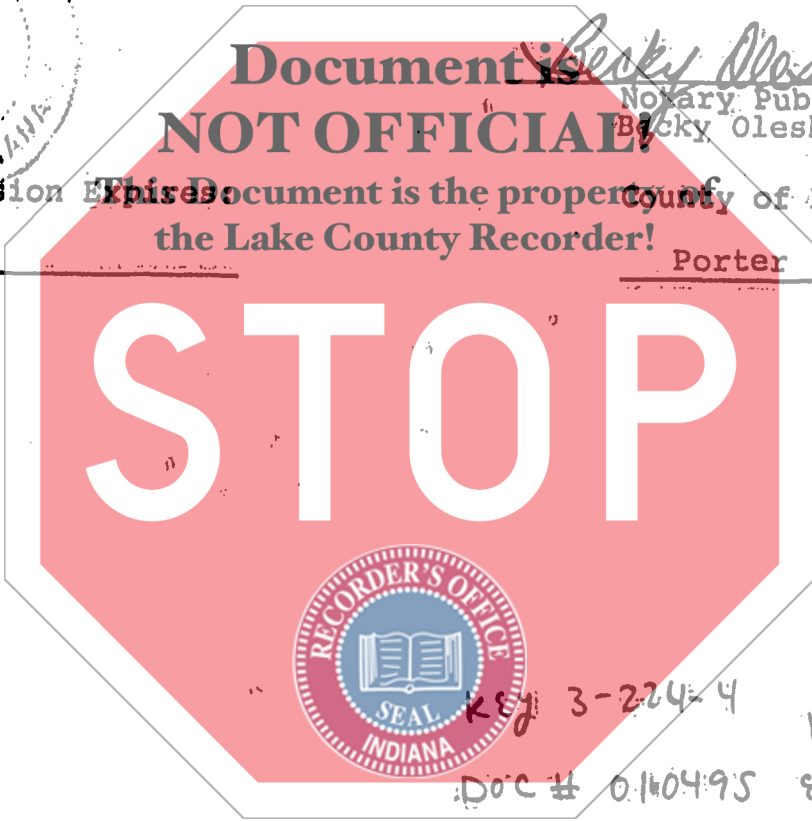

RICHARD L. MOSTAK (LOT 6)

WITNESS my hand and official seal this 12th
day of November, 1990.



Document is Becky Olesh
Notary Public
Becky Olesh

My Commission Expires 8/23/91
Document is the property of Residence:
the Lake County Recorder! Porter



Key: 3-224-4
10/10/90
Doc # 0160495 ET, SEA

STATE OF INDIANA)
) SS:
COUNTY OF LAKE

Before me, the undersigned, a Notary Public, in and for said county and State, personally appeared KENNETH L. MAHLER and ANN L. MAHLER (LOT 7 LAKEWOOD ESTATES) and acknowledged the execution of the foregoing Reciprocal Easement Agreement as his voluntary act and deed.

Kenneth L. Mahler
KENNETH L. MAHLER (LOT 7)

Ann L. Mahler
ANN L. MAHLER (LOT 7)

WITNESS my hand and official seal this 21st day of June 1990.

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the Lake County Recorder!

James R. Bielecki
James R. Bielecki
Notary Public

My Commission Expires:

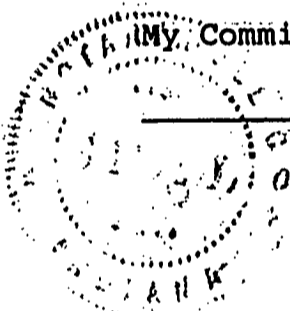
County of Residence:

4-10-91

LAKE



KEY 3-224-5
DOC # 032627 4/18/89



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said county and State, personally appeared ALLEN J. ROBERTS and WENDY L. ROBERTS (LOT 16 LAKEWOOD ESTATES) and acknowledged the execution of the foregoing Reciprocal Easement Agreement as his voluntary act and deed.

Allen J. Roberts
ALLEN J. ROBERTS (LOT 16)

Wendy L. Roberts
WENDY L. ROBERTS (LOT 16)

WITNESS my hand and official seal this 22
day of August 1990

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the Lake County Recorder!

Cynthia C. Roberts
Notary Public

My Commission Expires:
May 19, 1993

County of Residence:
Lake



Key 3-225-6
99 6672 9/8/88

STATE OF INDIANA)
) SS:
COUNTY OF LAKE

Before me, the undersigned, a Notary Public, in and for said county and State, personally appeared DAVID S. BASHORE and BETTY J. BASHORE (LOT 20 LAKEWOOD ESTATES) and acknowledged the execution of the foregoing Reciprocal Easement Agreement as his voluntary act and deed.

David S. Bashore
DAVID S. BASHORE (LOT 20)

Betty J. Bashore
BETTY J. BASHORE (LOT 20)



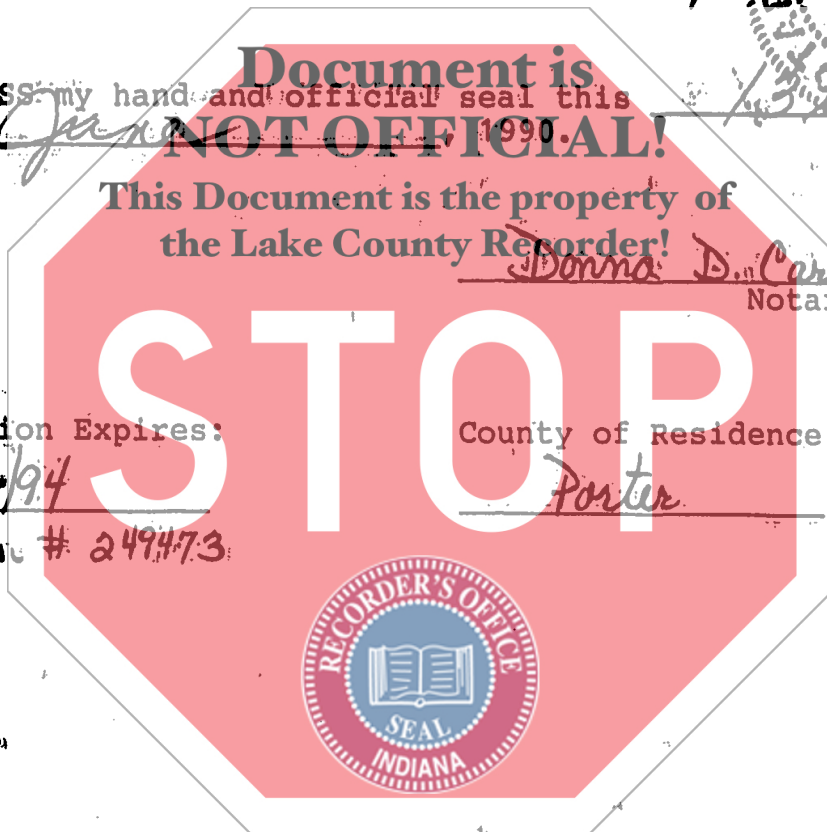
WITNESS my hand and official seal this June day of 1990.
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Donna D. Carroll
Notary Public

My Commission Expires: 2/12/94
Commission # 249473

County of Residence: Porter



KEY 3-226-1

DOC 1073589

12/7/89

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said county and State, personally appeared THOMAS KOOI AND CANDICE KOOI (LOT 22 LAKEWOOD ESTATES) and acknowledged the execution of the foregoing Reciprocal Easement Agreement as his voluntary act and deed.

Thomas Kooi
THOMAS KOOI (LOT 22)

Candice Kooi
CANDICE KOOI (LOT 22)

Witness my hand and official seal this 12th
day of JUNE 1990

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the Lake County Recorder

Michael H. Kooi
Notary Public

My Commission Expires:

9-21-92

County of Residence:

LAKE



KEY 34226-5
DOC 007852

11/10/88

STATE OF INDIANA)

COUNTY OF LAKE)

SS:

David M. Burr, Jr.

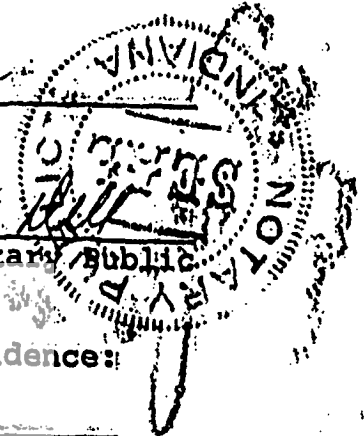
Jeanette M. Burr

Before me, the undersigned, a Notary Public, in and for said county and State, personally appeared DAVID M. BURR, JR. and JEANETTE M. BURR (LOT 23 LAKEWOOD ESTATES) and acknowledged the execution of the foregoing Reciprocal Easement Agreement as his voluntary act and deed.

WITNESS my hand and official seal this 5th day of August, 1990.

Andrea J. Hill

Notary Public



My Commission Expires:

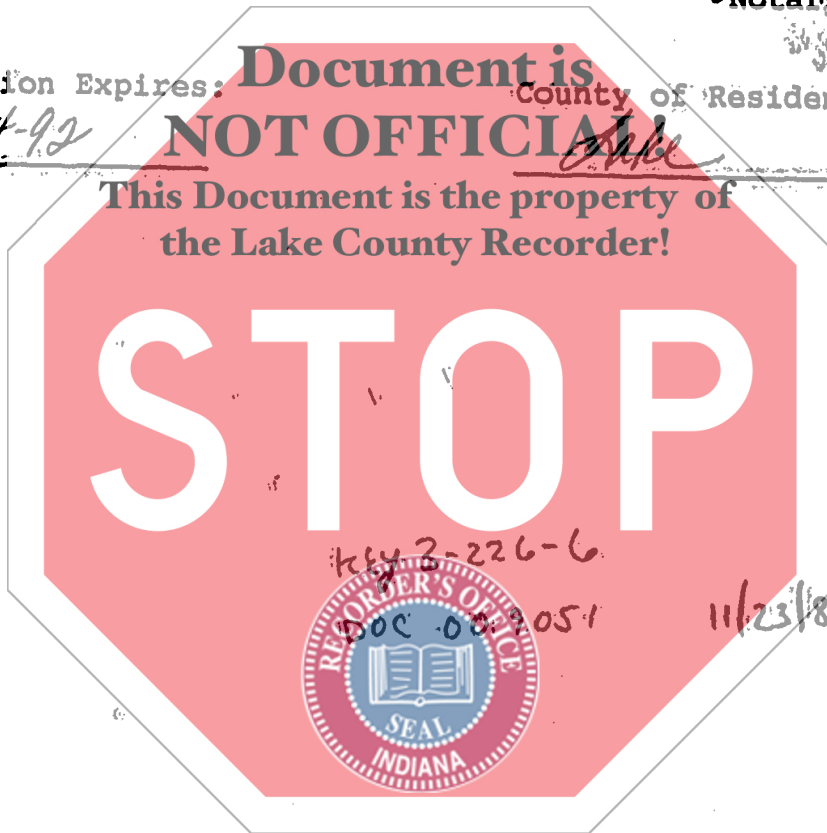
8-14-92

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County of Residence:

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key 3-226-6
DOC 00-9051

11/23/88

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said county and State, personally appeared LEONARD K. WILKERSON and INGRID WILKERSON (LOT 24 LAKEWOOD ESTATES) and acknowledged the execution of the foregoing Reciprocal Easement Agreement as his voluntary act and deed.

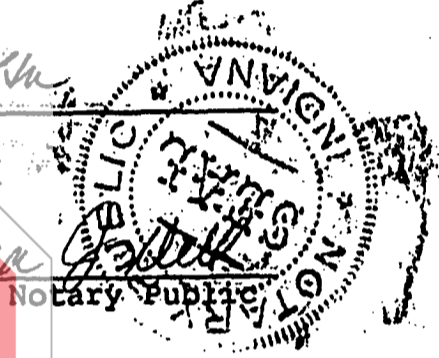
Leonard K. Wilkerson
LEONARD K. WILKERSON (LOT 24)

Ingrid Wilkerson
INGRID WILKERSON (LOT 24)

WITNESS my hand and official seal this 5th day of August, 1990.

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My Commission Expires: 8-14-92

County of Residence: Lake



11/30/88

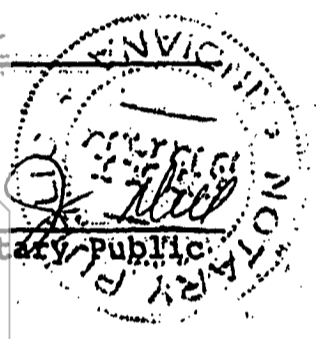
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said county and State, personally appeared RICHARD P. THIEL and BETSY S. THIEL (LOT 25 LAKEWOOD ESTATES) and acknowledged the execution of the foregoing Reciprocal Easement Agreement as his voluntary act and deed.

Richard P. Thiel
RICHARD P. THIEL (LOT 25)

Betsy S. Thiel
BETSY S. THIEL (LOT 25)

WITNESS my hand and official seal this 5th day of August, 1990.



My Commission Expires: 8-14-92

County of Residence: Lake

KEY 3-226-8

DOC 001490

10/6/88



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said county and State, personally appeared JAMES P. SCIACKITANO and SALLY A. SCIACKITANO (LOT 26 LAKEWOOD ESTATES) and acknowledged the execution of the foregoing Reciprocal Easement Agreement as his voluntary act and deed.

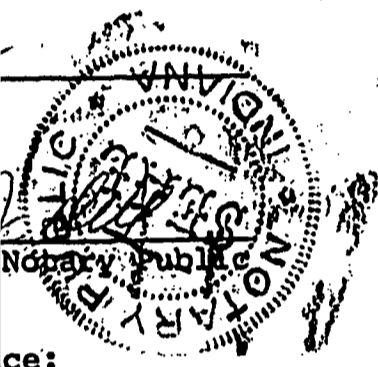
James P. Sciackitano
JAMES P. SCIACKITANO (LOT 26)

Sally A. Sciackitano
SALLY A. SCIACKITANO (LOT 26)

WITNESS my hand and official seal this *14th* day of *August*, 1990.

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder *Sandra J.*



My Commission Expires: *8-14-92*

County of Residence: *Lake*



1067 3-226-9

Doc 997158 9/7/88

SKORKA:

Howard J. Skorka
HOWARD J. SKORKA

Susan L. Skorka
SUSAN L. SKORKA

Ann Marie Skorka Darrah
ANN MARIE SKORKA - DARRAH

Michael L. Skorka
MICHAEL L. SKORKA

Deborah Skorka
DEBORAH SKORKA

Margey L. Skorka
MARGEY L. SKORKA, Trustee

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said county and State, personally appeared HOWARD J. and SUSAN L. SKORKA and acknowledged the execution of the foregoing Reciprocal Easement Agreement as his voluntary act and deed.

WITNESS my hand and official seal this 15th day of August, 1990.

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This Document is the property of the Lake County Recorder!

Angie Konchar
ANGIE KONCHAR Notary Public

My Commission Expires: 3-10-93 County of Residence: Lake

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said county and State, personally appeared ANN MARIE SKORKA and acknowledged the execution of the foregoing Reciprocal Easement Agreement as her voluntary act and deed.

WITNESS my hand and official seal this 15th day of August, 1990.

Angie Konchar
ANGIE KONCHAR Notary Public

My Commission Expires: 3-10-93 County of Residence: Lake

8/9/88 KEY 3-70-68 DOC 971671 | KEY 3-70-72 DOC 386437 12/29/76
KEY 3-70-20 776364 10/16/84 | BOOK 1358 P6146 10/13/67

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said county and State, personally appeared MICHAEL L. and DEBORAH SKORKA and acknowledged the execution of the foregoing Reciprocal Easement Agreement as their voluntary act and deed.

WITNESS my hand and official seal this 15th
day of August, 1990.

Angie Korchar
ANGIE KORCHAR Notary Public

My Commission Expires:
3-10-93

County of Residence:
Lake



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

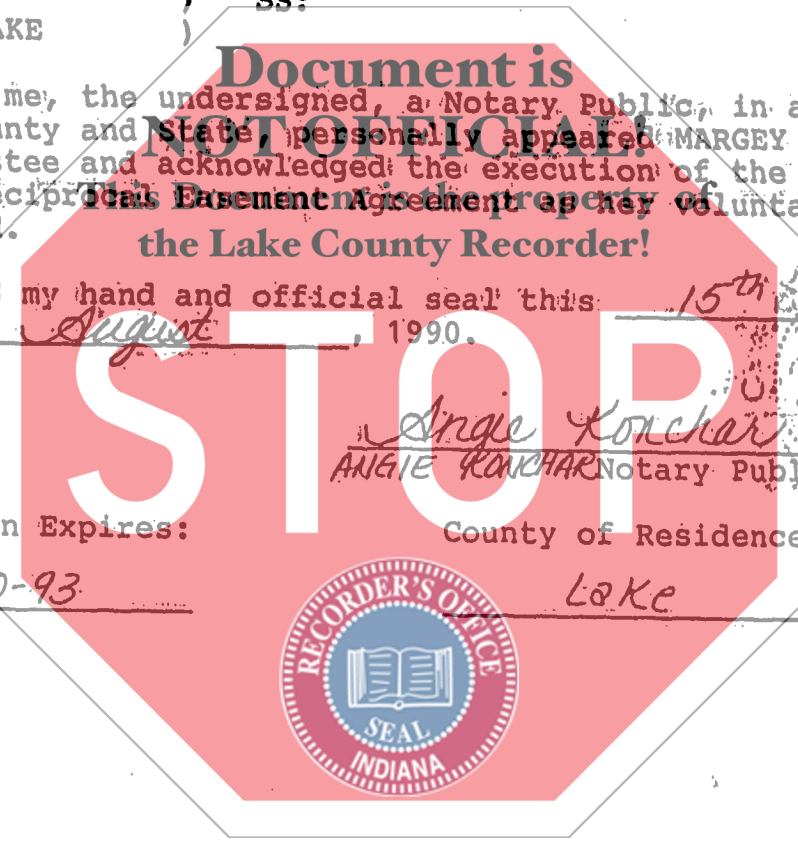
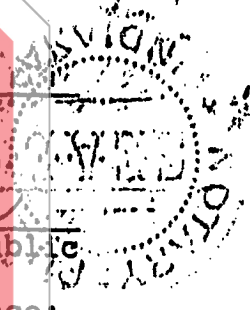
Before me, the undersigned, a Notary Public, in and for said county and State, personally appeared MARGEY L. SKORKA, Trustee and acknowledged the execution of the foregoing Reciprocal Easement Agreement as their voluntary act and deed.

WITNESS my hand and official seal this 15th
day of August, 1990.

Angie Korchar
ANGIE KORCHAR Notary Public

My Commission Expires:
3-10-93

County of Residence:
Lake



STATE OF INDIANA)
) SS:
COUNTY OF LAKE

Before me, the undersigned, a Notary Public, in and for said county and State, personally appeared STEVE J. TILTON, STEVEN J. TILTON, and DIANE KRUPCHAK and acknowledged the execution of the foregoing Reciprocal Easement Agreement as his voluntary act and deed.

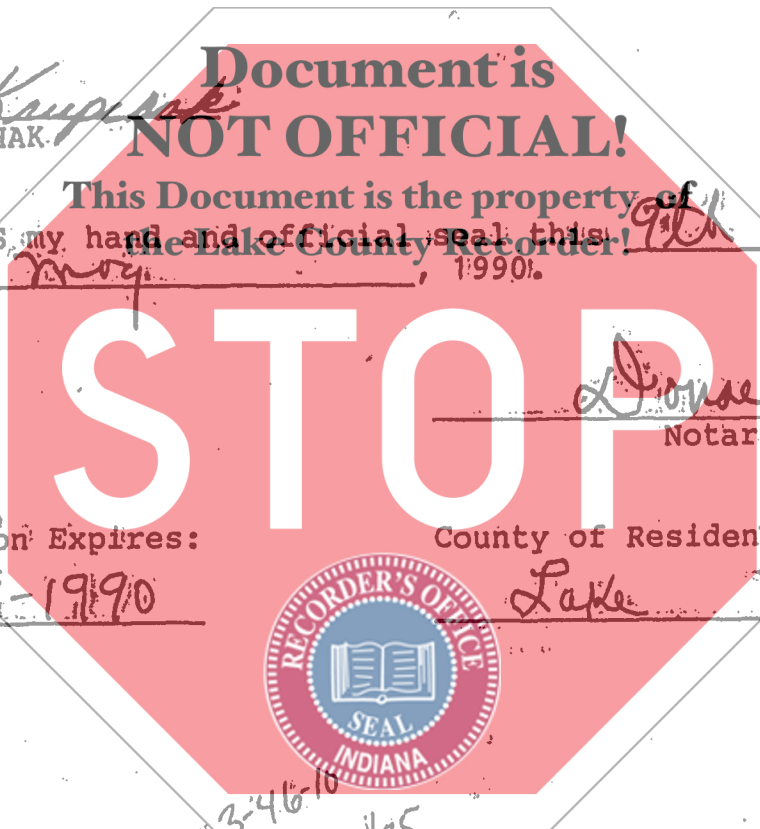
Steve J. Tilton
STEVE J. TILTON

Steven J. Tilton
STEVEN J. TILTON

Diane Krupchak
DIANE KRUPCHAK

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!
WITNESS my hand and official seal this
day of May, 1990.



Dorcas E. Cray
Notary Public

My Commission Expires:
9-9-1990

County of Residence:
Lake



Key: 3-46-10
2/25/85
DOCK 793446
Key: 3-46-46 2/25/85
Key: 3-46-50 2/25/85

ASHBURN:

Ronnie C. Ashburn
RONNIE C. ASHBURN

Joann M. Ashburn
JOANN M. ASHBURN

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said county and State, personally appeared RONNIE C. ASHBURN and JOANN M. ASHBURN and acknowledged the execution of the foregoing Reciprocal Easement Agreement as his voluntary act and deed.

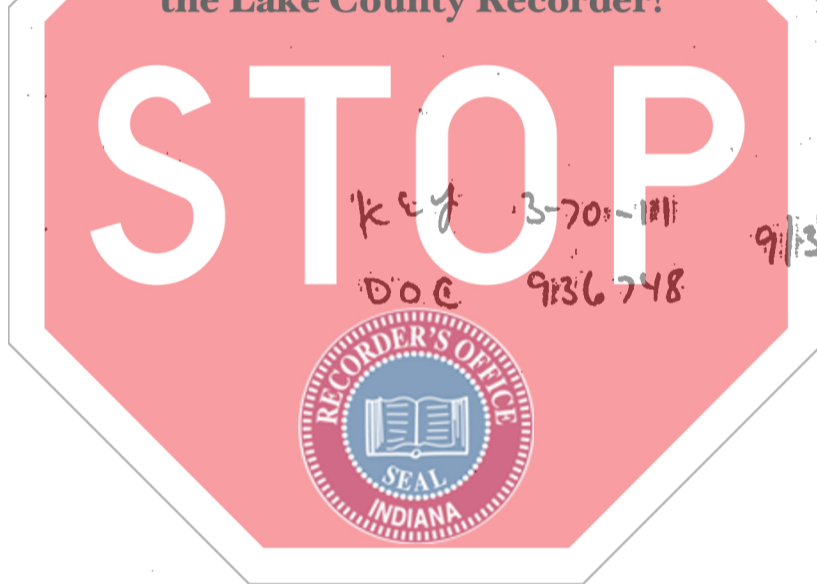
WITNESS my hand and official seal this 20th day of March, 1988.90

Sheila M. Carey
Sheila M. Carey Notary Public

My Commission Expires: 11/14/92 County of Residence: Lake

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This instrument prepared by Steven Kovachevich and Lowell Enslen attorneys at law.