

**FILED**

OCT 16 1997

**EASEMENT FOR ACCESS**

September

**SANDBRIDGE AGREEMENT** is made and entered into as of this 24 day of ~~August~~, 1997,  
**AUDITOR LAKE COUNTY**

by and between **MERCANTILE NATIONAL BANK**, as Trustee under Trust Agreement dated 8/15/94 and known as Trust No. 5975 (hereinafter referred to as "Grantor") and **LAKE REAL ESTATE MANAGEMENT COMPANY**, a Michigan LLC (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property described as follows:

Lots 1, 2, and 3 in Opportunity Subdivision Unit Three in Hobart, Lake County, Indiana, recorded in Plat Book 83, Page 11. (And is also the owner of the parcel designated as a Private Roadway south of Lot 2 and North of Lot 3 of Opportunity Subdivision Unit Three, which private roadway is identified as a "Private Roadway" on the recorded plat of Opportunity Subdivision Unit Three, hereinafter referred to as the "Servient Estate"), and

WHEREAS, Grantee is purchasing the following describing real estate:

Lot 1 in Opportunity Subdivision, Unit Three in Hobart, Lake County, Indiana, recorded in Plat Book 83, Page 11.

(hereinafter referred to as the "Dominant Estate"), which Dominant Estate is benefited by an Easement Parcel described as follows:

The Private Roadway being 24 feet wide by 161.68 feet (±) all as shown on Opportunity Subdivision Unit Three as prepared by Raymond C. Morrison, Indiana Registered Land Surveyor #213 under date of January 14, 1997.

IT IS THEREFORE AGREED:

1. GRANT OF EASEMENT. For valuable consideration the Grantor hereby grants to Grantee a perpetual easement for a right-of-way in, over, above and across the Easement Parcel as a means of ingress and egress to and from the Dominant Estate to Marcella Drive.

2. USES. Grantee is granted the perpetual easement as stated above and shall also have a continuing easement in, over, above and across the Easement Parcel in order to inspect, maintain, repair, or reconstruct any such right-of-way.

3. CONSTRUCTION AND MAINTENANCE. Grantor agrees to construct a driveway from Marcella Drive west to the Dominant Estate over the entire Easement Parcel in accordance with the requirements of the City of Hobart, Indiana. The

Chicago Tide Insurance Company

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STATE OF INDIANA  
LAKE COUNTY  
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Grantee agrees to maintain the easement parcel and to pay all the real estate taxes and all costs, expenses or otherwise for said inspection and maintenance and repair of said roadway until Lots 2 or 3 are sold and a building permit issued. At such time as either Lot 2 or 3 is sold and a building permit issued for construction of improvements, then from that day forward all costs (i) for maintenance, repair, reconstruction, and (ii) the real estate taxes and assessments on said parcel shall be shared by the Grantee as follows:

Grantee	50%
Owner of the sold lot	<u>50%</u>
Total:	100%

At such time as that both Lots 2 and 3 have been sold and building permits have been issued by the City of Hobart for the construction of improvements, then all costs (i) for maintenance, repair, reconstruction, and (ii) the real estate taxes and assessments on said parcel shall be shared equally by the owners of said Lots 1, 2, and 3 as follows:

Lot 1	33 1/3%
Lot 2	33 1/3%
Lot 3	<u>33 1/3%</u>
Total:	100%

Grantee shall attend to the actual payment of these items and Owners of Lots 2 and/or 3, as the case may be, shall reimburse Grantee for its shares of any such expenditures in accordance with the above schedules. Said reimbursement to Grantee shall be due and payable within fifteen (15) days after written notice is given to the responsible parties.

Notwithstanding anything herein to the contrary, the parties shall cooperate with each other and each will keep the parcel in a state of cleanliness and will keep such areas free and clear of snow, ice, rubbish and obstructions of every nature.

4. NON-EXCLUSIVE EASEMENT. The easement being granted by Grantor herein is not exclusive. Grantor shall grant easements to Lots 2 and 3 and reserves the right to grant a similar easement over the parcel for the benefit of other parties. The easement granted herein is a perpetual, non-exclusive easement to be utilized by

the Grantee in common with all others having the same right and at all times hereinafter for the uses and purposes set forth herein.

5. EASEMENT TO RUN WITH LAND. 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.

6. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and said counterparts shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart.

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

GRANTOR:

GRANTEE:

Mercantile National Bank, as  
Trustee u/t/a dated 8/15/94 and  
known as Trust No. 5975

Lake Real Estate Management Company,  
a Michigan LLC

By: SEE SIGNATURE PAGE ATTACHED

By: *Natvar Solanki*  
Natvar Solanki 10-3-97

Attest: \_\_\_\_\_

Attest: *Luella Steacy*

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF LAKE     )

Before me, a Notary Public, in and for said County and State, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ of the Mercantile National Bank of Indiana, a National Banking Association, personally known to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national Banking Association, as Trustee, for the uses and purposes therein set forth; and the said \_\_\_\_\_ did also then and there acknowledge that he, as custodian of the corporate seal of said National Bank Association, did affix the said corporate seal of said national Banking Association to said instrument as his own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of August, 1997.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Resident of \_\_\_\_\_ County

STATE OF Michigan )  
COUNTY OF Oakland ) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Natwan Polanski and \_\_\_\_\_ the Member and \_\_\_\_\_, respectively of Lake Real Estate Management Company, a Michigan LLC, who acknowledged the execution of the above and foregoing Easement for Access for and on behalf of said Grantee, and who, having been duly sworn stated that the representations therein contained are true.

Witness my hand and seal this 3 day of <sup>OCTOBER</sup> ~~August~~, 1997.

Regine A. Lubbaum  
Notary Public  
Resident of OAKLAND County

REGINE ROSENBAUM  
NOTARY PUBLIC STATE OF MICHIGAN  
OAKLAND COUNTY  
MY COMMISSION EXP. JULY 29, 1999

My Commission Expires:


7/29/99

This instrument prepared by: William Theodoros  
Theodoros & Rooth, P.C.  
404 E. 86th Avenue  
Merrillville, IN 46410

**CONSENT OF MORTGAGEE**

MERCANTILE NATIONAL BANK <sup>OF INDIANA</sup> is the holder of the mortgage on the above premises described in the foregoing Grant of Perpetual Easement and consents to the granting of said easement by the Grantor therein, and agrees to subordinate the lien of said mortgage to said easement.

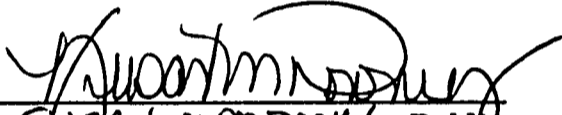
Mercantile National Bank of Indiana

By:   
William H. Stoll  
Its: Senior Vice President

STATE OF INDIANA    )  
                                  ) SS:  
COUNTY OF LAKE    )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared: William H Stoll, the mortgagee named above, and acknowledged the execution of the foregoing instrument to be his voluntary act and deed.

WITNESS my hand and seal this 24<sup>th</sup> day of ~~August~~ <sup>Sept</sup>, 1997.

  
SUSAN M. [unclear] Notary Public  
Resident of Lake County

My Commission Expires:  
4-10-99

This instrument prepared by: William Theodoros  
Theodoros & Rooth, P.C.  
404 E. 86th Avenue  
Merrillville, IN 46410

THIS EASEMENT FOR ACCESS is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 15th day of August, 1994, creating Trust #5975; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the covenants, undertakings, representations, agreements, and liabilities, herein made are made and intend, not as personal covenants, undertakings, representations, agreements, and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, 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. MERCANTILE NATIONAL BANK OF INDIANA, personally is not a "Transferor or Transferee" 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.

Furthermore, the information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a Trust Officer and its corporate seal hereunto affixed and attested by its Trust Officer the day and year first above written.



MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE  
AFORESAID AND NOT PERSONALLY,

BY: Mary Ann Zembala  
Mary Ann Zembala, Trust Officer

ATTEST:

James V. Bushemi  
James V. Bushemi, Trust Officer

STATE OF INDIANA )

COUNTY OF LAKE )

I, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mary Ann Zembala and James V. Bushemi of the Mercantile National Bank of Indiana, a National Banking Association, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth; and that James V. Bushemi did also then and there acknowledge that he, as custodian of the corporate seal of said National Banking Association, did affix the said corporate seal of said National Banking Association to said instrument as his own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of September, 1997.

ADRIANA M. GONZALEZ  
My Commission Expires: 05/04/01

Adriana M. Gonzalez  
Notary Public

County of Residence: LAKE  
Resident of Lake County

