

FILED

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

DEC 15 1997

97086218

**DECLARATION OF CROSS-ACCESS  
AND CROSS-PARKING EASEMENT**

SAM ORLICH

CLERK OF COURT  
LAKE COUNTY

THIS DECLARATION is made this MORRIS W. CARTER day of December, 1997, by Lake County Trust Company, not individually but in its capacity as Trustee under a Trust Agreement dated May 20, 1997, and known as Trust No. 4868 (hereinafter referred to as "Lake County Trust").

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**W I T N E S S E T H :**

WHEREAS, Lake County Trust is the legal titleholder to a certain two-lot subdivision in the Town of Schererville, County of Lake, State of Indiana; and

WHEREAS, Lot 1 of said two-lot subdivision is legally described as follows, to-wit:

Lot 1, Burr Plaza, an addition to the Town of Schererville, as shown in Plat Book 83, Page 45, in Lake County, Indiana.

(hereinafter referred to as "Lot 1"); and

WHEREAS, Lot 2 of said two-lot subdivision is legally described as follows, to-wit:

Lot 2, Burr Plaza, an addition to the Town of Schererville, as shown in Plat book 83, Page 45, in Lake County, Indiana.

(hereinafter referred to as "Lot 2"); and

WHEREAS, Lake County Trust desires to declare the rights and obligations concerning parking and access with regard to Lot 1 and Lot 2.

NOW, THEREFORE, Lake County Trust makes the following declarations and easements with regard to cross-parking and cross-access with regard to Lot 1 and Lot 2 as follows:

1. The owner of Lot 1 and the owner of Lot 2 shall maintain and keep open Common Facilities on their respective premises. The phrase "Common Facilities" shall mean improved automobile parking areas and driveways.

2. The owner of Lot 1, its tenants and invitees, shall have the non-exclusive right to use, without charge, the Common Facilities which may exist from time to time on Lot 2 subject to reasonable rules and regulations which may be promulgated from time to time.

3. The owner of Lot 2, its tenants and invitees, shall have the non-exclusive right to use, without charge, the Common Facilities which may exist from time to time on Lot 1 subject to reasonable rules and regulations which may be promulgated from time to time.

CTIC Has made an association recording of  
the instrument. It has also made examination  
of the instrument or the land affected.

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16:00  
5613  
AL

Chicago Title Insurance Company



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, 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 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.

The information contained in this instrument has been furnished the undersigned by the 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, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has cause these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 10th day of December, 1997.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated May 20, 1997, and known as Trust No. 4868.

BY: *Elaine M. Worstell*  
Elaine M. Worstell, Trust Officer

ATTEST:

BY: *Tamara J. Evans*  
Tamara J. Evans, Assistant Secretary

STATE OF INDIANA     )  
                                  )SS:  
COUNTY OF LAKE     )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of LAKE COUNTY TRUST COMPANY, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said Corporation and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 10th day of December, 1997.

*Leah Susanne Anderson*  
Leah Susanne Anderson-Notary Public

My Commission Expires: 4-7-99

Resident: Lake County, Indiana