

JOINT ACCESS AGREEMENT FOR INGRESS AND EGRESS

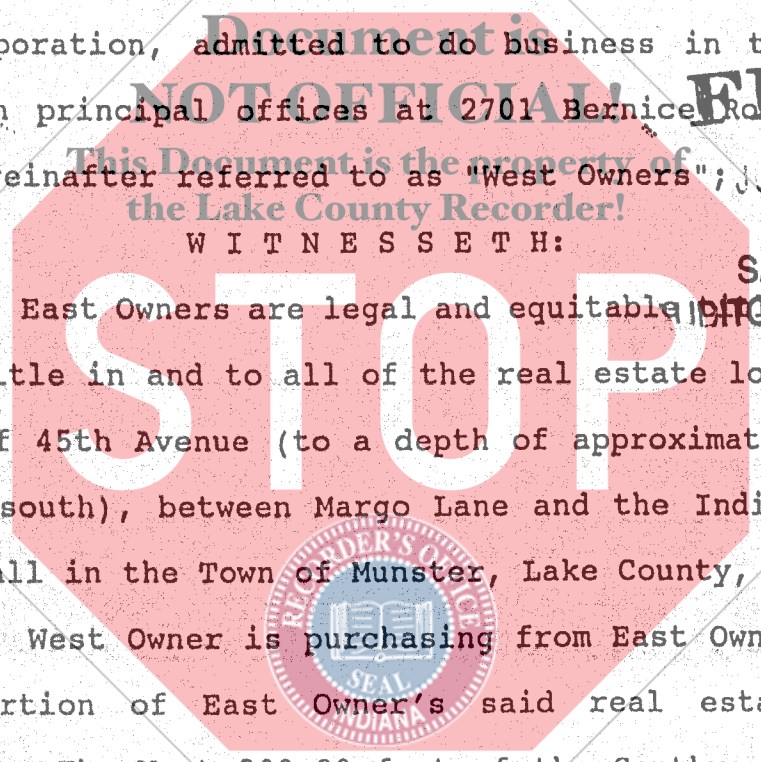
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4064 Abrahamson Reed Adley

THIS AGREEMENT, made and entered into this 16 day of July 1997, by and between MERCANTILE NATIONAL BANK, as Trustee of Trust No. 6225 ("Trustee"), and JOE WILLIAMSON & ASSOCIATES, LLC, an Indiana Limited Liability Company, 123 Country Club Drive, Schererville, Indiana ("Beneficiary"), hereinafter collectively referred to as "East Owners", and RIDGEWAY PETROLEUM, INC., an Illinois corporation, admitted to do business in the State of Indiana, with principal offices at 2701 Bernice Road, Bensing, Illinois, hereinafter referred to as "West Owners";

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Chicago Title Insurance Company



WITNESSETH:

WHEREAS, East Owners are legal and equitable fee simple title in and to all of the real estate located on the south side of 45th Avenue (to a depth of approximately 400 (+) feet to the south), between Margo Lane and the Indiana/Illinois state line, all in the Town of Munster, Lake County, Indiana; and

WHEREAS, West Owner is purchasing from East Owner a parcel, part and portion of East Owner's said real estate, legally described as: The West 200.00 feet of the Southwest Quarter of Fractional Section 25, Township 36 North, Range 10 West of the Second Principal Meridian, lying South of the South Right-of-Way line of 45th Street, as dedicated, excepting the South 1550.00 feet thereof, containing 2.11 acres, more or less, all in the Town of Munster, Lake County, Indiana; for the purpose of constructing and operating thereon a gasoline filling/service station, mini-mart and car wash; and

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STATE OF INDIANA
LAKE COUNTY
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WHEREAS, East Owner does intend to continue to sell off and develop additional parts and portions of its aforescribed real estate on the south side of 45th, between Margo Lane and the state line in Munster Indiana; and

WHEREAS, East Owner and West Owner have met with the Planning and Zoning officials and professional staff of the Town of Munster, Indiana, which staff has suggested and recommended that West Owner's parcel be developed with particular features and improvements including, but not limited to, a 60 foot wide driveway, with an 80 foot apron and turning radius, commencing at the south edge of the pavement of aforesaid 45th Avenue, and proceeding southward into the parties common properties; 30 feet of said driveway being on the east side of West Owners property, and 30 feet of said driveway being on the west side of East Owner's adjacent and contiguous property, with 40 feet of the aforesaid apron and turning radius being immediately north of West Owner's property and 40 feet of said apron and turning radius being immediately north of East Owner's property; and

WHEREAS, East Owner and West Owner have agreed with said Planning and Zoning professional staff recommendation for their mutual and reciprocal benefit; and further, East and West Owners have agreed with each other that it is in their mutual and reciprocal best interest to enter into this Agreement to provide for the dedication of the appropriate real estate to accomplish said driveway access for ingress and egress, and its construction,

operation and maintenance.

IT IS NOW, THEREFORE, MUTUALLY COVENANTED AND AGREED BY AND BETWEEN EAST OWNER AND WEST OWNER AS FOLLOWS:

(1) Upon approval of West Owner's use and development project, as aforescribed on West Owner's aforementioned property, by the appropriate governmental officials of the Town of Munster, Indiana, and the State of Indiana, and upon consummation of the contract of sale and purchase of real estate between West Owner and East Owner, West Owner shall commence construction of its gasoline filling/service station, mini-mart and car wash, including the aforementioned 80 foot apron and turning radius and 60 foot driveway, as per drawing and specification dated May 12, 1997, prepared by Marchris Engineering, Ltd., as Project job Number 97-128.

(2) West Owner does hereby dedicate the 40 feet on the north end of the east side of its aforesaid real estate, and a 24.5 foot wide strip off the east side of West Owner's real estate, commencing at the north line thereof, and running south along said east edge a distance of 70 feet, in order to accommodate the west one-half of said apron, turning radius and driveway.

(3) East Owner, for its part, does hereby likewise dedicate the 40 foot on the north end of the west side of its aforesaid adjoining real estate, and a 24.5 foot wide strip off the west side of East Owner's real estate, commencing at the north line thereof, and running south along said west edge a distance of 70 feet, in

order to accommodate the east one-half of said apron, turning radius and driveway.

(4) Upon completion of the construction of said accessway for ingress and egress to and from the parties respective properties and 45th Avenue as aforescribed, East Owner shall reimburse West Owner for one-half of the actual cost thereof, not to exceed \$14,000. Prior to said construction, West Owner shall enter into a contract agreement with a contractor to install said mutual driveway improvements for a specific stated cost and price; provided that West Owner shall first obtain East Owner's approval of the cost and price of said driveway installation and construction agreement.

(5) Following construction of the subject driveway, apron and turning radius improvement, each and both West and East Owner shall have the right to the use of the entire said improvement; each said owner not being restricted solely to the use of that part or portion of said improvement situated upon said Owner's real estate, or adjacent thereto. This right to use of the entire improvement shall extend to each owner, as well as its successors, assigns and tenants, provided, however, that said improvement shall be used solely and only for legitimate business and commercial purposes, and none other.

(6) Following the construction and installation of said roadway access and driveway improvement hereinbefore described, each of the parties hereto shall have the duty to maintain and, if

need be, repair and replace their respective one-half part and portion of said improvement at said party's own cost and expense. Each party understands that the other may pass along said cost and expense to the party's tenant or occupant, but such pass along shall not eliminate or effect each party's obligation to the other hereunder. If a disagreement arises between the parties, or their successors and assigns, as to the need for the other party to perform maintenance, repair and replacement, that disagreement shall be resolved by the Town Engineer of the Town of Munster, Indiana, whose decision on the subject shall be final.

(7) This Agreement shall be binding upon the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.



MERCANTILE NATIONAL BANK OF INDIANA,
As Trustee of Trust No. 6225

SEE SIGNATURE PAGE ATTACHED

By:

Signature

Printed Name and Office

WITNESS:

Signature

Printed Name

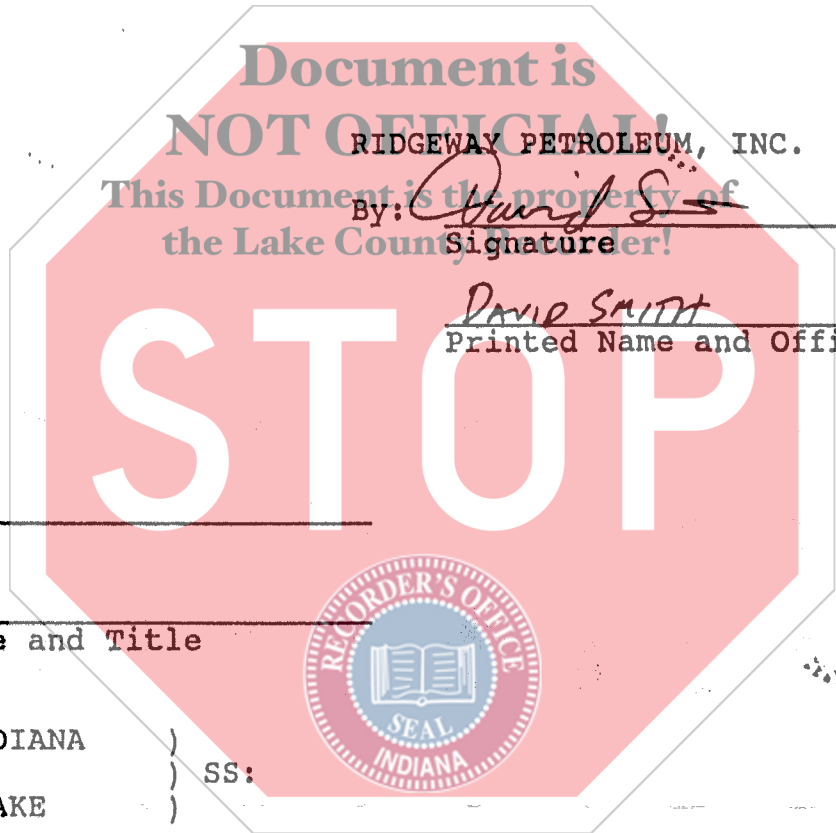
JOE WILLIAMSON & ASSOCIATES, LLC

By: [Signature]
Signature
Joe Williamson
Printed Name and Office

WITNESS:

[Signature]
Signature

Kenneth D. Reed
Printed Name



BY: [Signature]
Signature
DAVID SMITH
Printed Name and Office

ATTEST:

Signature

Printed Name and Title

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, a Notary Public in and for said County and State, personally appeared _____ of the Mercantile National Bank of Indiana, who acknowledged execution of the foregoing Joint Access Agreement For Ingress and Egress for and on behalf of said Mercantile National Bank of Indiana, and who, having been duly sworn, stated that the representations therein

contained are true.

Witness my hand and Notarial Seal this _____ day of July, 1997.

Signature

Printed Name Notary Public

My Commission Expires:

Resident of Lake County, IN

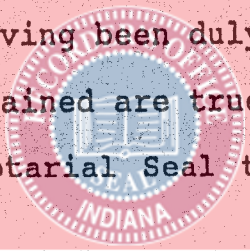
STATE OF INDIANA)
COUNTY OF LAKE) SS:

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This Document is the property of
the Lake County Recorder!

Before me, a Notary Public in and for said County and State, personally appeared Joe Williamson, the President of Joe Williamson & Associates, LLC, an Indiana Limited Liability Company, who acknowledged execution of the foregoing Joint Access Agreement For Ingress and Egress for and on behalf of said Joe Williamson & Associates, LLC, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 9 day of ~~July~~ ^{SEPTEMBER}, 1997.



Judith Kay Faltak
Signature

JUDITH KAY FALTAK
Printed Name Notary Public

My Commission Expires:

6-6-99
Resident of Lake County, IN

THIS JOINT ACCESS AGREEMENT FOR INGRESS AND EGRESS is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 10th day of February, 1997, creating Trust #6225; 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, Trust Officer, and James V. Bushemi, Trust Officer, 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 the Mary Ann Zembala 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 16th 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



INDIANA)
STATE OF ~~ILLINOIS~~)
) SS:
COUNTY OF ~~COOK~~)
LAKE)

Before me, a Notary Public in and for said County and State,
personally appeared DAVID SMITH and _____

_____, the Vice-President

and _____ respectively of Ridgeway Petroleum,
Inc., who acknowledged execution of the foregoing Joint Access
Agreement For Ingress and Egress for and on behalf of said Ridgeway
Petroleum, Inc., and who, having been duly sworn, stated that the
representations therein contained are true.

Witness my hand and Notarial Seal this 9 day of ^{SEPTEMBER} ~~July~~,
1997.

Judith Kay Faltak
Signature
JUDITH KAY FALTAK
Printed Name Notary Public

My Commission Expires:
6-6-99
Resident of ~~COOK COUNTY, ILLINOIS~~
Lake County, IN

