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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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**SHARED MAINTENANCE AGREEMENT
ACCESSWAYS02**

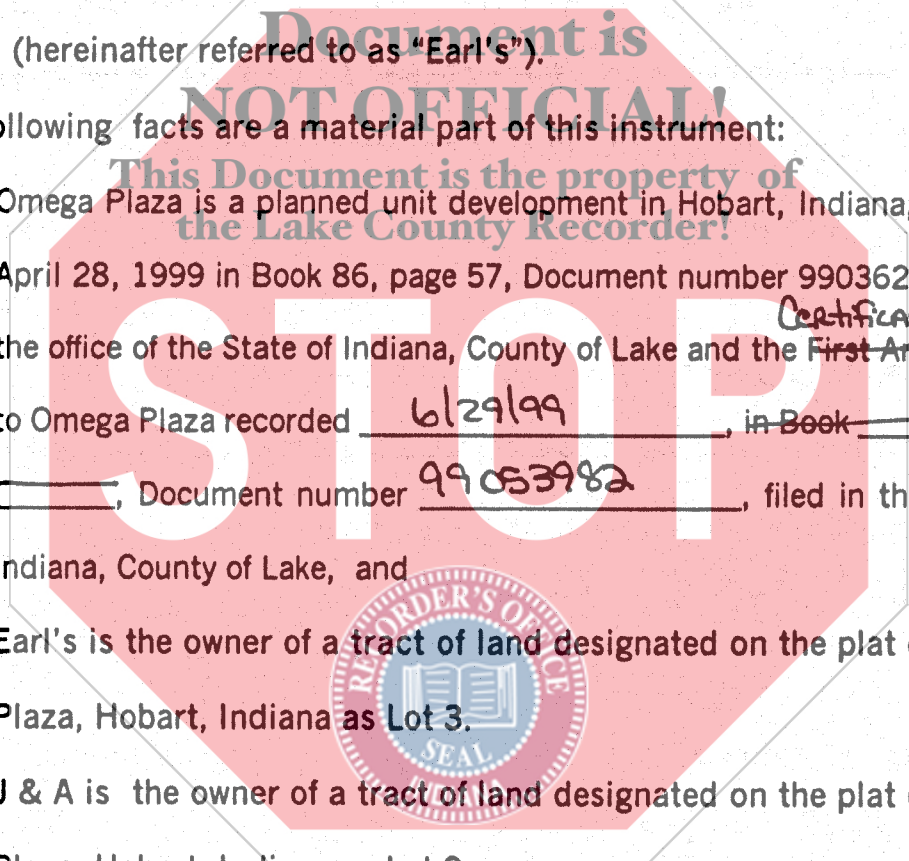
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MOLLY W. CARTER

THIS SHARED MAINTENANCE AGREEMENT ACCESSWAYS (THE "AGREEMENT") is made and entered into this 5th day of October 1999, by and between **J & A ENTERPRISES**, an Indiana partnership, (hereinafter referred to as "J & A"), and **EARL'S HEATING AND AIR CONDITIONING, INC.**, an Indiana corporation, (hereinafter referred to as "Earl's").

The following facts are a material part of this instrument:

- A. Omega Plaza is a planned unit development in Hobart, Indiana, recorded April 28, 1999 in Book 86, page 57, Document number 99036214 filed in the office of the State of Indiana, County of Lake and the Certificate of Correction to Omega Plaza recorded 6/29/99, in Book _____, page _____, Document number 99053982, filed in the State of Indiana, County of Lake, and
- B. Earl's is the owner of a tract of land designated on the plat of Omega Plaza, Hobart, Indiana as Lot 3.
- C. J & A is the owner of a tract of land designated on the plat of Omega Plaza, Hobart, Indiana as Lot 2.
- D. By 30 Foot Cross Easement Grant and 24 Foot Easement Grant between Earl's and J & A dated _____, 1999, and recorded on _____, 1999, as Document No. _____, Lake County,



Chicago Title Insurance Company

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PETER BENJAMIN
LAKE COUNTY AUDITOR

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Indiana Recorder's records, J & A and Earl's granted a cross access easement over portions of Lots 2 and 3 as described in Exhibit B attached hereto for the use and benefit of Lots 2 and 3 (the "30 Foot Access Easement Premises") and J & A granted to Earl's an access easement over a portion of Lot 2 for the use and benefit of Lot 3 (the "24 Foot Easement Premises" as more particularly described in Exhibit A herein..

- E. J & A will construct the roadway and curb cut to 61st Avenue on the 30' Access Easement Premises and the roadway on the 24' Easement Premises, such roadways and curb cut being collectively herein referred to as the "ACCESSWAYS".

NOW, THEREFORE, in consideration of valuable consideration and the execution of this Agreement, it is hereby agreed as follows:

Subject to partial reimbursement as set forth herein, J & A or its successors or assigns as owner of Lot 2 shall adequately maintain the Accessways in a level, evenly paved condition and at a grade level compatible to Lots 2 and 3. Upon completion of the Accessways, each owner of Lots 2 and 3 shall be obligated for a one-half (1/2) total annual contribution for the cost of maintenance and repair of the accessways during any such annual period. J & A shall bill the owner of Lot 3 for its respective portion of the total cost and expense of the maintenance and repair of the Accessways after the end of each calendar year following completion of the Accessways, such amounts to be due and payable no later than thirty (30) days after

receipt of the billing. Any sum required to be paid hereunder and remaining unpaid beyond its due date shall bear interest at a rate equal to two (2) percentage points in excess of the prime rate of interest then charged by Bank One, N.A., or any successor thereto, or at the highest annual interest rate allowed by law, whichever is less, from the due date until paid and may be secured by a lien on the land of the User in default, perfected in accordance with the laws of the State of Indiana, provided that any such lien shall be subordinate to any mortgage, deed of trust or other financial encumbrance on the land of the in owner in default

SELF HELP

In the event J & A fails or refuses to adequately maintain the accessways, after receiving a reasonable notice in writing from Earl's, Earl's shall have the option, but not the obligation, of performing the necessary maintenance and billing one-half (1/2) of the reasonable cost thereof to J & A or its successors, as the case may be.

RUNNING OF BENEFITS AND BURDENS.

All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the successors of the parties hereto.

TERMINATION OF COVENANT LIABILITY.

Whenever a transfer of ownership of any of Lot 2 or Lot 3 or any part thereof takes place, liability for the annual contribution for maintenance and repair of the Accessways shall be automatically assumed by the transferee. In such an event, liability for the transferor for annual contributions shall cease upon the date of such transfer, provided that transferor remains liable for its obligation prior to the transfer

and transferee is liable for all obligations with respect to the Lot or portions thereof transferred after the date of such transfer. If J & A sells or otherwise transfers Lot 2 or any portion thereof, the transferee shall assume the obligation to maintain and repair the Accessways on the Easement Premises as set forth in this Agreement.

IN WITNESS WHEREOF J & A and Earl's have hereunto set their hands and seals this 5th day of October, 1999.

J & A ENTERPRISES

By: [Signature]

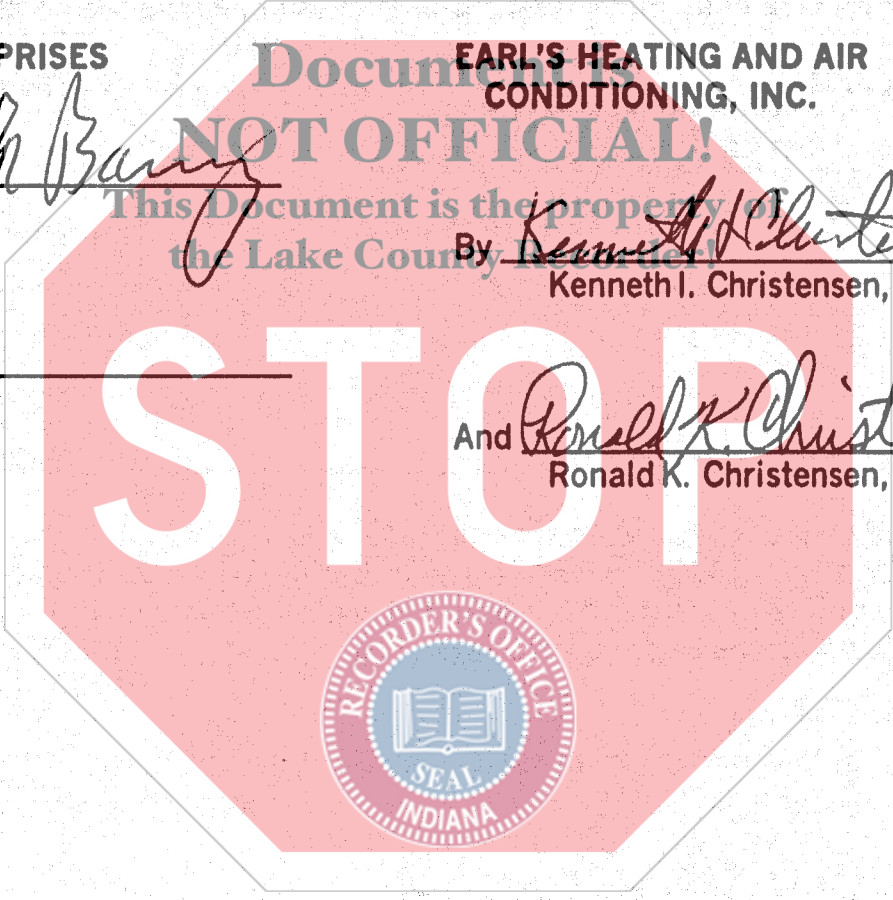
EARL'S HEATING AND AIR
CONDITIONING, INC.

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

By: [Signature]
Kenneth I. Christensen, President

And _____

And [Signature]
Ronald K. Christensen, Secretary



ACKNOWLEDGMENT

STATE OF INDIANA)
COUNTY OF Lake) SS:

Before me, a Notary Public, duly commissioned and acting in the above county and state, personally appeared J & A ENTERPRISES, an Indiana partnership, by and through John F. Barney, its member, and _____, its _____, and each acknowledged execution of the above and foregoing Agreement

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 5th day of October, 1999.

My commission expires: 11-20-01
Notary Public Cynthia E. Colvin
a resident of Lake County

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, a Notary Public, duly commissioned and acting in the above county and state, personally appeared EARL'S HEATING AND AIR CONDITIONING, INC., an Indiana corporation, by and through Kenneth I. Christensen, its President, and Ronald K. Christensen, its Secretary, and each acknowledged execution of the above and foregoing Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 5th day of October, 1999.

My commission expires: 11-2-2000
Notary Public Lynda Jane Baker
a resident of Lake County

Prepared by Donald J. Dreyfus, Burke Constanza & Cuppy LLP
8585 Broadway, Suite 600
Merrillville, Indiana, 46410

**LEGAL DESCRIPTION OF
the "24 Foot Easement Premises"**

The North 24.00 feet of the South 34.00 feet of Lot 2, Omega Plaza, a
Planned Unit Development recorded in Plat Book 86 page 57 in the Recorder's
Office of Lake County, Indiana.

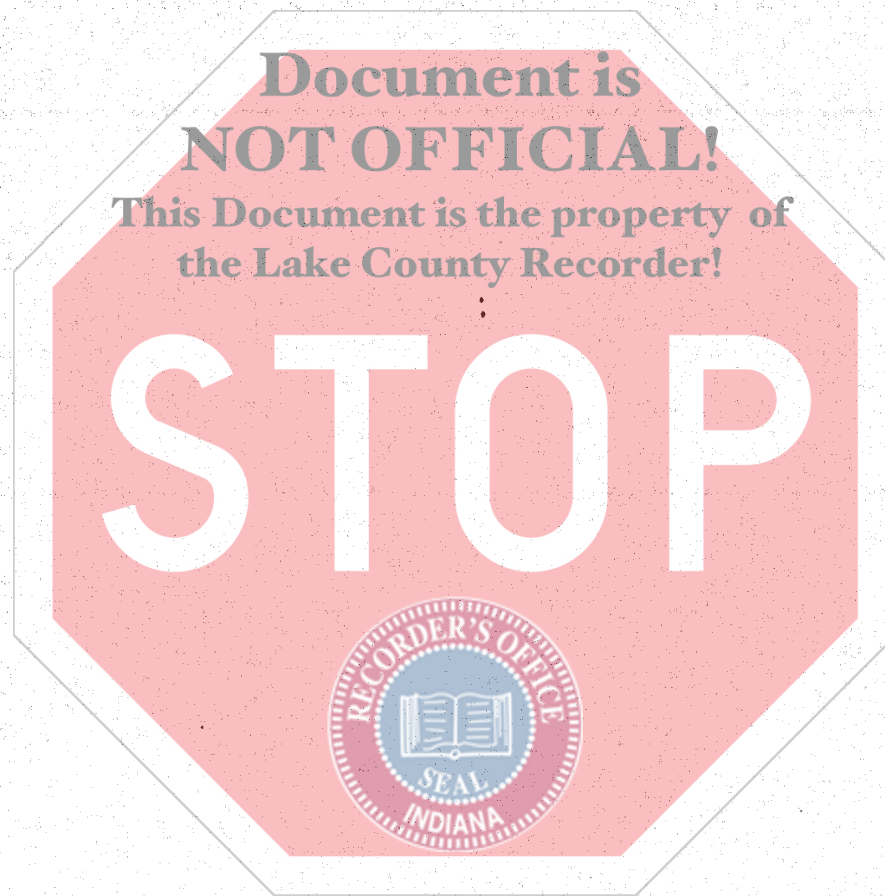


EXHIBIT "A"

**LEGAL DESCRIPTION OF
the "THE 30 Foot Access Easement Premises"**

The East 15 feet of the South 10 feet of Lot 2, Omega Plaza and also the West 15 feet of the South 34 feet of Lot 3, Omega Plaza, a Planned Unit Development recorded in Plat Book 86 page 57, in the Recorder's Office of Lake County, Indiana.



EXHIBIT "B"

9/29/99

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