

STATE OF INDIANA
LAKE COUNTY
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MERRILLVILLE, IN
46410

CROSS REFERENCE TO MOST RECENT
DEED OF RECORD:

RETURN TO:

GLENN R. PATTERSON, ESQ.
ANDERSON & TAUBER, P.C.
9211 BROADWAY
MERRILLVILLE, IN 46410

GRANTEE: LAKE COUNTY TRUST COMPANY
TRUST NO. 4800

DATE OF DEED: JUNE 7, 1996
DATE DEED RECORDED: AUGUST 23, 1996
DOCUMENT NO.: 96056768

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the Lake County Recorder!

GRANT OF ACCESS EASEMENT NO. 1

**LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT
KNOWN AS TRUST NO. 4800, and all of its successors in title** (herein "Grantor"), for
Ten Dollars (\$10.00), and for other good and valuable consideration, does hereby grant,
bargain, sell and convey to **LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER
TRUST AGREEMENT KNOWN AS TRUST NO. 5080, and all of its successors in title**
(herein "Grantee"), a non-exclusive easement, in perpetuity, in, over, upon and through
the following described real estate:

A 60 foot strip of land in the Southeast Quarter of Section 5, Township 34
North, Range 7 West of the Second Principal Meridian, in Winfield Township,
Lake County, Indiana, also being a part of Parcel "C" of the Country
Commons Planned Business Center Zoning Plan, as per plat thereof,
recorded in Plat Book 81, page 25, and corrected by Plat of Correction
recorded in Plat Book 86, Page 53, in the Office of the Recorder of Lake
County, Indiana, said strip being 30 feet each side of the following described
center line: Commencing at the Southeast corner of said Section 5; thence
North 00 degrees 27 minutes 02 seconds East, 1317.28 feet along the East
line of said Southeast Quarter of Section 5; thence North 90 degrees 00
minutes 00 seconds West, 50.00 feet to the Northeast corner of Lot B1-5B,
as shown on the plat recorded as Survey Record Book 7, page 3, in said
Recorder's office, said point being on the West right-of-way line of Randolph
Street (per said Country Commons Planned Business Center Zoning Plan);
thence North 00 degrees 27 minutes 02 seconds East, 103.24 feet along
said West right-of-way line to the point of beginning of said center line;
thence South 90 degrees 00 minutes 00 seconds West, 50.00 feet to the
beginning of a curve concave to the North having a radius of 100.00 feet;
thence Westerly and Northwesterly along said curve through a central angle
of 32 degrees 41 minutes 05 seconds, an arc distance of 57.05 feet to the
end of said curve; thence North 57 degrees 18 minutes 55 seconds West,
27.95 feet to the beginning of a curve concave to the South having a radius
of 100.00 feet; thence Northwesterly and Westerly along said curve through

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PETER BENJAMIN
LAKE COUNTY AUDITOR

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a central angle of 32 degrees 41 minutes 05 seconds, an arc distance of 57.05 feet to the end of said curve; thence South 90 degrees 00 minutes 00 seconds West, 88.11 feet to a point on the West line of said Parcel "C", said point being the point of terminus of said center line, the sidelines of said strip shall be lengthened or shortened in order to terminate on the West right-of-way of Randolph Street and the West line of said Parcel "C".

which real estate shall hereinafter be referred to as the "Servient Estate", and which easement shall be for and to the benefit of the following described real estate:

Being a part of the Southeast Quarter of Section 5, Township 34 North, Range 7 West of the Second Principal Meridian, in Winfield Township, Lake County, Indiana, more particularly described as follows: Commencing at the Southeast corner of said Section 5; thence North 00 degrees 27 minutes 02 seconds East, 630.02 feet along the East line of said Southeast Quarter of Section 5 to the Southeast corner of Country Commons, 2nd Addition, as recorded in Plat Book 80, page 33, in the Recorder's Office of Lake County, Indiana; thence South 90 degrees 00 minutes 00 seconds West, 320.01 feet along the South line of said Country Commons, 2nd Addition to the Southwest corner thereof; thence North 00 degrees 27 minutes 02 seconds East, 60.00 feet along the West line of said Country Commons, 2nd Addition to the point of beginning; thence South 90 degrees 00 minutes 00 seconds West, 308.02 feet along the North right-of-way line of 108th Avenue, as dedicated on the plat of County Meadow Estates 3rd Addition, Unit 3, recorded in Plat Book 82, page 45, in said Recorder's Office; thence North 00 degrees 00 minutes 00 seconds East, 1255.33 feet along the East right-of-way line of Pike Street, as dedicated on said plat of Country Meadows Estates 3rd Addition, Unit 3; thence North 90 degrees 00 minutes 00 seconds East, 317.89 feet along the South right-of-way line of 106th Avenue, as dedicated on said plat of Country Meadow Estates 3rd Addition, Unit 3, to the Northwest corner of Lot B1-1 in Country Commons, 1st Addition recorded in Plat Book 80, page 32, in said Recorder's Office; thence South 00 degrees 27 minutes 02 seconds West, 1255.37 feet along the West line of said Country Commons 1st Addition, and along the West line of Parcel "C" of Country Commons Planned Business Center Zoning Plan, recorded in Plat Book 81, page 25, in said Recorder's Office, and along the West line of said Country Commons, 2nd Addition, to the Point of beginning, containing 9.02 acres, more or less.

which real estate shall hereinafter be referred to as the "Dominant Estate". This easement shall be for the purpose of motor vehicle ingress from Randolph Street to the Dominant Estate, and motor vehicle egress from the Dominant Estate to Randolph Street, and for the construction and the maintenance, repair and replacement of a 27 foot wide (back to back) curb and gutter road with a 10 inch stone base, a 2 inch binder, and a 1 inch asphalt surface on and over the Servient Estate (the "Road"); provided, however, that said grant shall be subject, nevertheless, to the following limitations and conditions:

1. All costs and expenses for construction of the Road shall be the responsibility of Grantee.

2. The fee simple title owner of the Dominant Estate, and the fee simple owners of the real estate who are hereafter granted easements for ingress and egress in the Servient Estate under Paragraph 3 below, shall be obligated to maintain (including snow and ice removal), repair, and replace the Road, and to pay for the cost and expense thereof, in proportion to the improved acreage owned by each from time to time which is contiguous to the Servient Estate. For purposes of this Paragraph, the term "improved acreage" shall mean that acreage which has constructed on it a building and related parking, driveway, sidewalk and landscape facilities for which an occupancy permit has been issued. Such maintenance, repair and replacement shall be completed upon the agreement of the fee simple owners of a simple majority of the improved acreage.

3. Grantor reserves the right to use the Servient Estate for those purposes that will not interfere in any manner with the rights in the Servient Estate granted to Grantee herein, including, but not limited to, for the purpose of motor vehicle ingress and egress to, from and across any and all adjoining lands of Grantor, to grant easements in the Servient Estate to third parties for such purposes, and to grant utility easements in the Servient Estate.

4. The easement herein granted is appurtenant to, and shall run with the land and shall be for the use and benefit of the Dominant Estate and the Grantee, and is appurtenant to, and shall run with the land and shall burden and encumber the Servient Estate and the use and enjoyment thereof by Grantor.

It is expressly understood and agreed that this instrument is executed by Lake County Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that Lake County Trust Company, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or sale or any mortgage or any disposition thereof. Nothing in this instrument contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and, in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the premises herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the premises, except as represented to it by the beneficiary or beneficiaries of said Trust.

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" under the Act and makes no representation 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.

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of _____, 2000.

GRANTOR:

LAKE COUNTY TRUST COMPANY, not personally but as Trustee of Trust No.4800

By: SEE SIGNATURE PAGE ATTACHED

Printed Name: _____

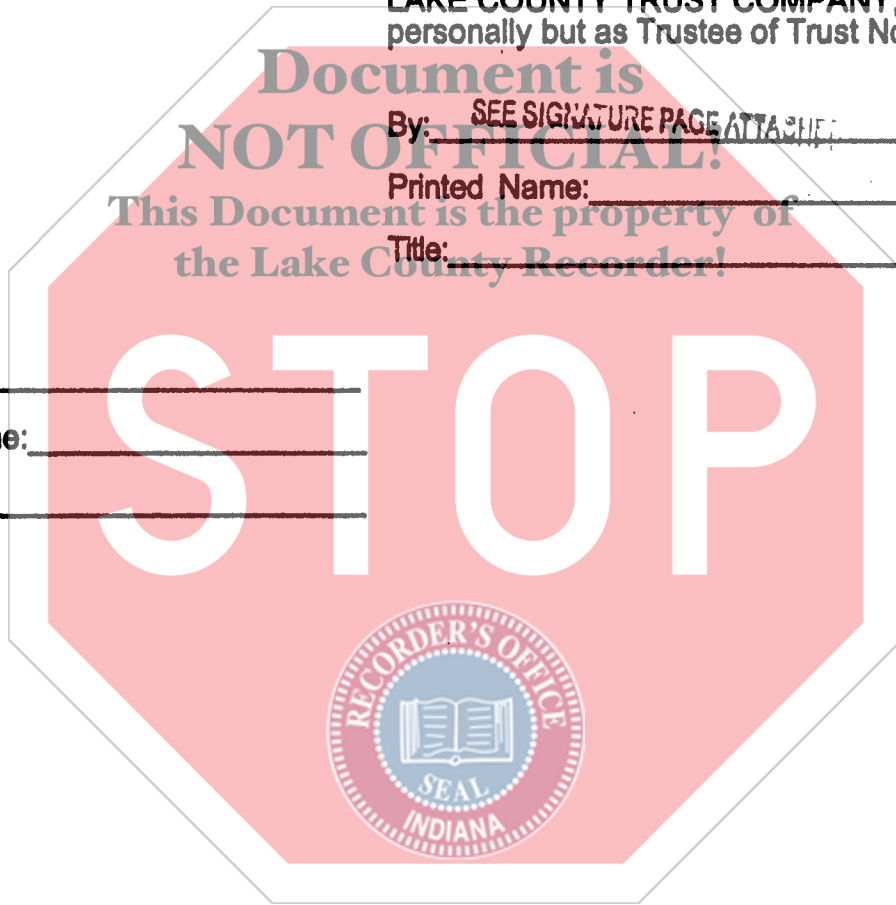
Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____



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 caused these presents to be signed by its Assistant Trust Officer and attested by its Assistant Secretary this 1st day of September, 2000.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated June 7, 1996, and known as Trust No. 4800.



By: Christopher Fox
Christopher Fox, Assistant Trust Officer

ATTEST:

By: Hesta Payo
Hesta Payo, 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 acknowledged 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 1st day of September, 2000.

Tina Brakley
Tina Brakley, Notary Public

My Commission Expires: 12-26-07

Resident Lake County, Indiana



Official Stamp

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LAKE COUNTY
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S. W. GLENN
CLERK

Document Mail Back to Information Sheet

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Name Glenn Patterson

Address Anderson & Tauber
9211 Broadway

City St Zip Merrillville, IN 46410

Telephone (219) 663-4335

Signature Printed LINDA MALIZIOLA

Signature Written Linda Malizola

Date of Signature 9/1/00

Check Number _____

Check Amount Cash \$19

Office Use Only

Check Equals Amount Due Yes No

Total _____

Initials _____