

MA Indiana Hoosier Trust
9700 Indianapolis Blvd
Highland, In 46322

INGRESS AND EGRESS EASEMENT AGREEMENT

2004 JUL 10
THIS AGREEMENT made this 3rd day of June, 2004, between BOSAK LAND COLLE, an Indiana limited liability company, of the Town of Highland, County of Lake, State of Indiana, hereinafter referred to as "Bosak", including its successors and assigns, and the INDIANA HOOSIER TRUST, of the Town of Highland, County of Lake, State of Indiana, hereinafter referred to as "Hoosier", including its successors and assigns.

WHEREAS, Bosak owns and has title to the real estate in the Town of Highland, County of Lake, State of Indiana, more particularly described as follows:

Lot 1 N.E.W.'S Addition to Highland, Lake County, Indiana; and

WHEREAS, Hoosier owns and has title to the real estate in the Town of Highland, County of Lake, State of Indiana, more particularly described as follows:

The south 70 feet of the north 570 feet of the east 715 feet of the northeast quarter of Section 32, Township 36 Range 9 in Lake County, Indiana; and

WHEREAS said properties are adjacent to each other so that the north line of Bosak's lot forms the south line of the aforesaid Hoosier real estate; and

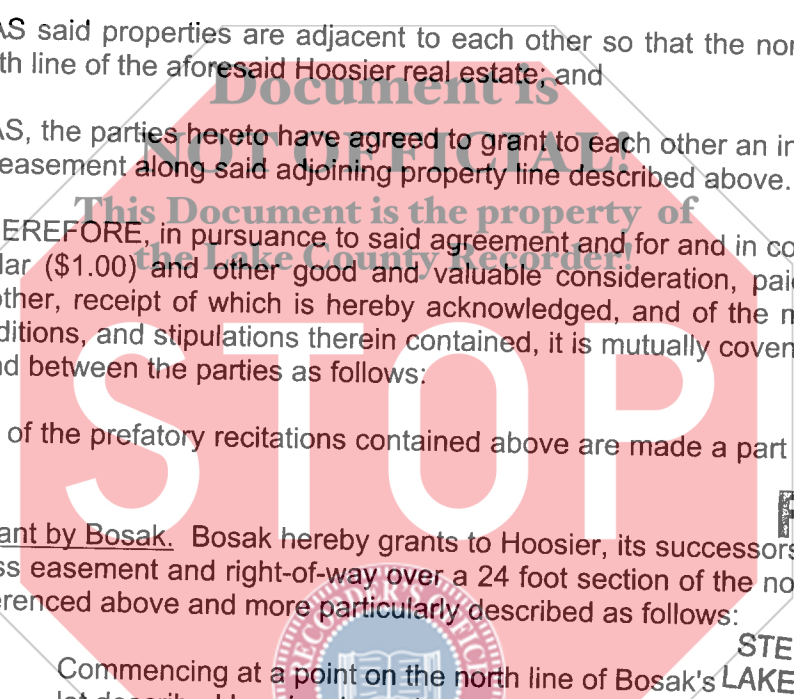
WHEREAS, the parties hereto have agreed to grant to each other an ingress and egress and right-of-way easement along said adjoining property line described above.

NOW, THEREFORE, in pursuance to said agreement and for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by each of the parties to each other, receipt of which is hereby acknowledged, and of the mutual covenants, agreements, conditions, and stipulations therein contained, it is mutually covenanted, stipulated, and agreed by and between the parties as follows:

1. All of the prefatory recitations contained above are made a part of the agreement of the parties.
2. Grant by Bosak. Bosak hereby grants to Hoosier, its successors, and assigns an ingress and egress easement and right-of-way over a 24 foot section of the north boundary line of Bosak's lot referenced above and more particularly described as follows:

Commencing at a point on the north line of Bosak's lot described herein where the north line of Bosak's lot intersects the right-of-way line of U.S. Route 41; then proceeding west a distance of 46 feet to a point then proceeding west 24 feet to a point which is 70 feet west of the intersection of Bosak's north property line and the right-of-way line of U.S. Route 41.

Together with the full and free right for it and its tenants, servants, visitors, and licensees, in common with all others having the like right, at all times hereafter with or without automobile or



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STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

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other vehicles or on foot, for purpose of ingress and egress to and from Bosak's lot, more particularly described above.

3. Grant by Hoosier. Hoosier hereby grants to Bosak, its successors, and assigns an ingress and egress and right-of-way over a 24 foot section of the south boundary line of Hoosier's real estate referenced above and more particularly described as follows:

Commencing at a point on the south line of Hoosier's real estate described herein where the south line of Hoosier's real estate intersects the right-of-way line of U.S. Route 41; then proceeding west a distance of 46 feet to a point then proceeding west 24 feet to a point which is 70 feet west of the intersection of Hoosier's south property line and the right-of-way line of U.S. Route 41.

Together with the full and free right for it and its tenants, servants, visitors, and licensees, in common with all others having the like right, at all times hereafter with or without automobile or other vehicles or on foot, for purpose of ingress and egress to and from Hoosier's real estate, more particularly described above.

4. It is further understood and agreed that the easements granted herein are to be held by the respective grantees, its successors, and assigns as appurtenant to the land owned by the respective grantees.

5. It is further understood and agreed that the parties will and do hereby assume and agree to pay the cost of maintaining the present asphalt driveway on each of their respective properties which now forms a part of said ingress and egress easement.


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


BOSAK LAND CO. LLC

INDIANA HOOSIER TRUST


By: 
Gregory Bosak, PRESIDENT.

By: 
Milford P. Christenson, Trustee

ATTEST: 


Dale R. Christenson, Sr., Trustee

Before me, the undersigned, a Notary Public in and for the State of Indiana, County of Lake, this 3RD day of June, 2004, personally appeared Gregory Bosak and DONALD BELTZ on behalf of BOSAK LAND CO. LLC, and acknowledged the execution of the foregoing Ingress and Egress Easement Agreement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.


Porter
Resident of Lake County, Indiana

My Commission Expires:
03/01/09

Before me, the undersigned, a Notary Public in and for the State of Indiana, County of Lake, this 3rd day of June, 2004, personally appeared Milford P. Christenson and Dale R. Christenson, Sr., as Trustees of the INDIANA HOOSIER TRUST, and acknowledged the execution of the foregoing Ingress and Egress Easement Agreement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Angela Clapp
Resident of Lake County, Indiana

My Commission Expires:
8-29-07

Document is NOT OFFICIAL!
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Prepared by:

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