

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MICHAEL A. BROWN  
RECORDER

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## RECIPROCAL ACCESS & UTILITY EASEMENT

This Reciprocal Access & Utility Easement Agreement ("Agreement") is made effective on June \_\_, 2005 by and between the undersigned parties ("Owners").

### RECITALS

A. The Owner owns the property legally described on Exhibit "A" (after platting, singly a "Lot" and collectively, "Lots").

B. The Owner wishes to establish an access easement encumbering a portion of the property at the location described on Exhibit "B" ("Easement"). The property from which the easement is created is platted as shown on the plat recorded in plat book 81, page 25, and corrected by plat of correction recorded in plat book 86, page 53, all in the office of the Recorder of Lake County, Indiana.

NOW THEREFORE, the Owner intends that their property will be improved, held, used, occupied, leased, sold, and conveyed subject to the terms of this Agreement which will run with the land and will inure and pass to and pass with each parcel. This Agreement will apply to and bind the heirs and successors of the Owner of each Lot on the following terms and conditions:

- 1. Access Easement.** The Owner grants to each other Owner, jointly and severally, and such Owner's successors and assigns, for the benefit of Owner and its successors and assigns, tenants, agents, invitees, and guests, a perpetual, non-exclusive easement for ingress and egress to accommodate vehicular and pedestrian traffic over, upon, and across the area described on Exhibit "B" for the benefit of each Owner's parcel.
- 2. Obstructions.** No Owner will obstruct, impede, or interfere in the reasonable use of the Easement and shall not permit others under their control to obstruct the Easement in any way.
- 3. Utility Easement.** The Owner grants to each other Owner, and such Owner's successors and assigns, Lake County, municipalities, public utilities, and private utility companies which hold certificates of territorial authority to render service, and their respective

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STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

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successors and assigns, a non-exclusive easement in the easement area on Exhibit "B" for such utilities for the installation, operation, and maintenance, repair, replacement, removal, relocation, servicing and testing of lines, mains, conduits, cables, equipment, and facilities for gas, water, telephone, electricity, cable television, storm, sanitary sewers and for the purpose of providing utility services to the respective Lots or un-platted land.

**4. Roadway Construction.** The future Owner(s) of the lots designated as B1-20, B1-21 and/or B1-22 ( whom ever shall require the roadway first ) on Exhibit "C" or its successors and assigns will arrange, pay for, and contract for the construction of the roadway improvements (but not utilities) on the Easement. Once commenced, the roadway improvements must be completed within one year of commencement. The roadway improvements will be constructed with 24' wide ( back to back ) curb and gutter street, with 10" gravel base, 2" asphalt binder course and 1" surface course. and shall surface or cause to be surfaced roadways to the widths pursuant to local ordinances for private drives, if any. All road pavement, shoulders, drainage improvements and structures, curbs, turnarounds and sidewalks shall conform to all generally accepted construction standards. The preceding design standards for the drive are required in order to provide for a drive to accommodate prospective traffic and afford satisfactory access.

**5. Maintenance and Repair.** Each Owner will maintain and keep in good condition the access areas and rights-of-way of the Easement situated on its Lot and will keep such areas clear of and free of snow, ice, rubbish, and other obstructions of every nature, and shall provide adequate drainage and lighting on the Easement. If any portion of the improvements on the Easement are damaged (other than wear and tear from normal use, excluding construction activities) and such damage is caused by one or more of the Owners, the Owner or Owners causing such damage will repair and replace the improvements at their sole expense.

**6. Reservation.** Each Owner reserves all rights of ownership in and to the land subject to the Easement which are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over, or across the Easement so long as such rights do not interfere with the use under this Agreement. Each Owner reserves the right to install, maintain, and relocate additional improvements, drives, utilities, swales, and landscaping on the Easement at locations which will not interfere with the use of the Easement.

**7. Public Dedication.** This Easement is not and must not be construed to be a public dedication of this Easement or the improvements in this Easement.

**8. Runs With the Land.** All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns, of the Owners.

**8. Attorney Fees.** If any party to this Agreement is compelled to enforce these provisions against another party, then the prevailing party in such proceeding shall be entitled to recover its reasonable attorney fees, court costs, and other expenses from the nonprevailing

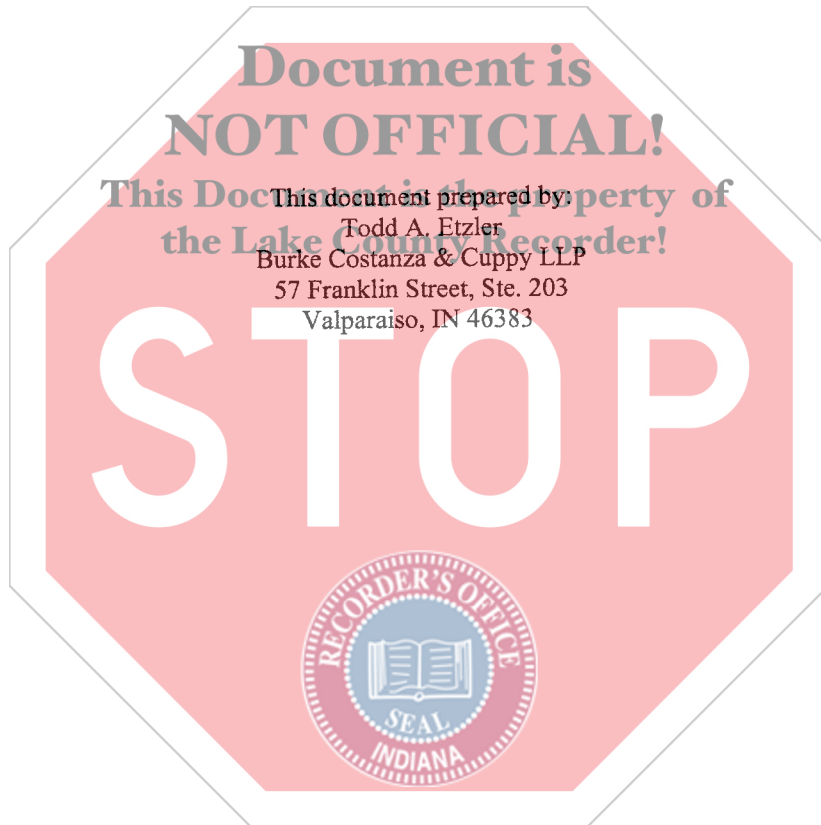
party.

**10. Exhibits.** Any exhibits referenced in this Agreement are made a part of this Agreement and incorporated into it as if the exhibit was fully set forth in the body of the Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first written above.

Lake County Trust Company, Trustee under  
Trust Agreement No. 4800

By: SEE ATTACHED SIGNATURE PAGE



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 Trust Officer this 14<sup>th</sup> day of June. 2005.

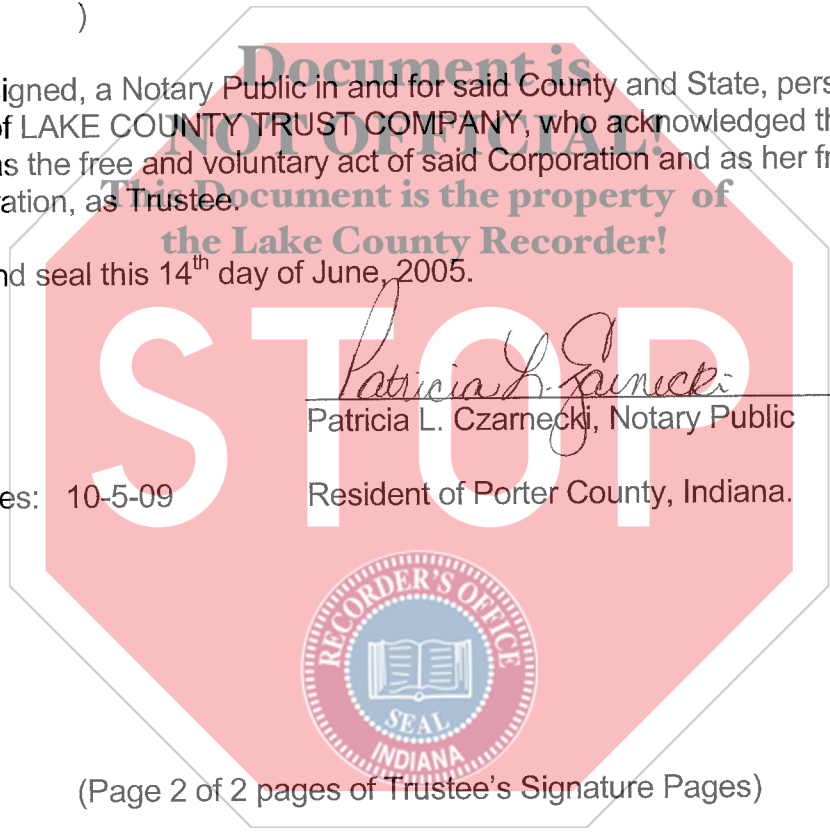
LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated June 7, 1996 and known as Trust No. 4800.

By: *Elaine M. Sievers*  
Elaine M. Sievers, Trust Officer

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 Officer of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee.

WITNESS my hand and seal this 14<sup>th</sup> day of June, 2005.



*Patricia L. Czamecki*  
Patricia L. Czamecki, Notary Public  
Resident of Porter County, Indiana.

My Commission Expires: 10-5-09

**Exhibit A**  
**Ownership and Legal Descriptions**

Owner	Legal Description
Lake County Trust Company as Trustee under Lake County Trust # 4800	ALL OF PARCEL "A" 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, EXCEPTING THEREFROM LOT B1- 23, RECORDED IN SURVEY RECORD BOOK 4, PAGE 39, IN SAID RECORDER'S OFFICE; AND ALSO EXCEPTING LOT POZ- 4, RECORDED IN SURVEY RECORD BOOK 6, PAGE 92, IN SAID RECORDER'S OFFICE.



Exhibit B

**LEGAL DESCRIPTION FOR UTILITY EASEMENT AND COMMON  
ACCESS/CROSS EASEMENT TO AFFECT LOTS B1-21 AND B1-22,  
PARCEL "A",  
COUNTRY COMMONS PLANNED BUSINESS CENTER**

A PARCEL 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 "A" 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 682.61 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 5 TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 334.00 FEET ALONG THE EAST LINE OF SAID PARCEL "A" (ALSO THE WEST RIGHT-OF-WAY LINE OF PIKE STREET PER SAID COUNTRY COMMONS PLANNED BUSINESS CENTER ZONING PLAN) TO THE NORTHEAST CORNER OF THE COMMON ACCESS/CROSS EASEMENT GRANTED BY DOCUMENT NO. 97080318, IN SAID RECORDER'S OFFICE, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 156.00 FEET ALONG THE NORTH LINE OF SAID COMMON ACCESS/CROSS EASEMENT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 30.00 FEET ALONG THE WEST LINE THEREOF, AND ALONG THE WEST LINE OF LOT B1-23, AS SHOWN ON THE PLAT RECORDED IN SURVEY RECORD BOOK 4, PAGE 39, IN SAID RECORDER'S OFFICE; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 133.00 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 02 SECONDS EAST, 42.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 288.67 FEET TO SAID EAST LINE OF PARCEL "A" (ALSO THE SAID WEST RIGHT-OF-WAY LINE OF PIKE STREET); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 12.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.17 ACRES, MORE OR LESS.

Prepared by:

Gregory Land Surveying  
Highland, Indiana  
(219) 972-1135  
May 24, 2005  
Project No. 05-4796



