

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 101355 CROSS-EASEMENT FOR ACCESS AND PARKING

Whereas John Stofko is the owner of the following tract located in the City of Lake Station, Lake County, Indiana, to-wit:

Tract A

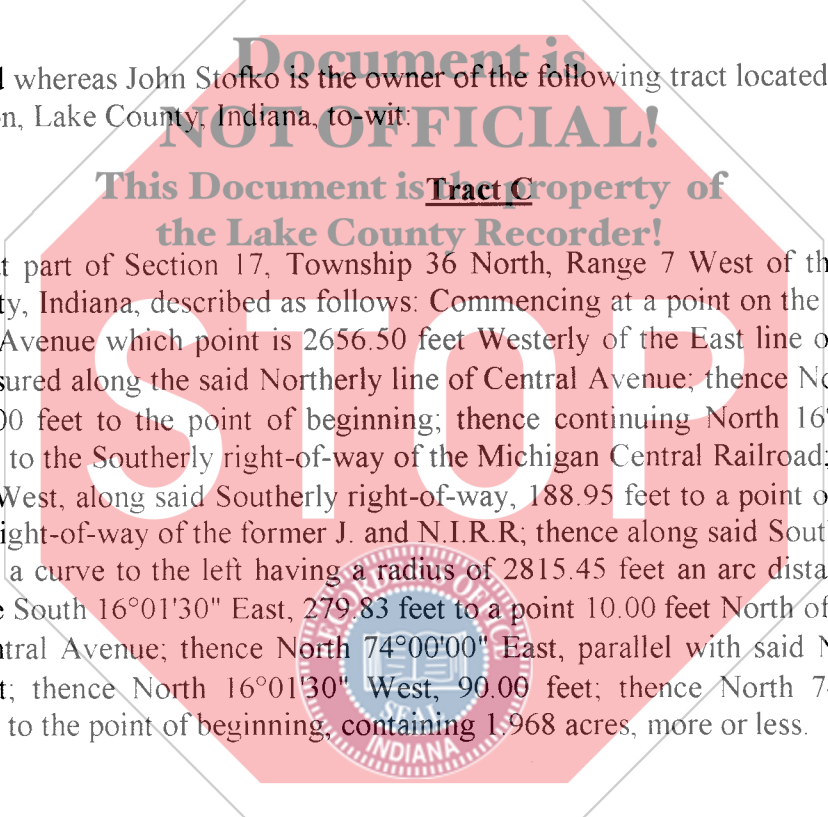
That part of Section 17, Township 36 North, Range 7 West of the 2nd P.M in Lake County, Indiana, described as follows: Commencing at a point on the Northerly line of Central Avenue which point is 3000.80 feet Westerly of the East line of said Section 17, as measured along the said Northerly line of Central Avenue which point is North 16°00'00" West, 10.00 feet to the point of beginning; thence South 74°00'00" West, parallel with the Northerly right-of-way of Central Avenue, 316.20 feet; thence North 16°00'00" West 244.23 feet to the Southerly right-of-way of the former J. and N.I.R.R.; thence along said Southerly right-of-way, along a curve to the right having a radius of 2815.45 feet an arc distance of 318.25 feet; thence South 16°01'30" East , 279.83 feet to the point of beginning , containing 1.924 acres, more or less.

And whereas John Stofko is the owner of the following tract located in the City of Lake Station, Lake County, Indiana, to-wit:

Tract C

That part of Section 17, Township 36 North, Range 7 West of the 2nd P.M. in Lake County, Indiana, described as follows: Commencing at a point on the Northerly line of Central Avenue which point is 2656.50 feet Westerly of the East line of said Section 17, as measured along the said Northerly line of Central Avenue; thence North 16°01'30" West 100.00 feet to the point of beginning; thence continuing North 16°01'30" West, 194.27 feet to the Southerly right-of-way of the Michigan Central Railroad; thence South 75°58'30" West, along said Southerly right-of-way, 188.95 feet to a point of curve on the Southerly right-of-way of the former J. and N.I.R.R.; thence along said Southerly right-of-way, along a curve to the left having a radius of 2815.45 feet an arc distance of 155.43 feet; thence South 16°01'30" East, 279.83 feet to a point 10.00 feet North of the Northerly line of Central Avenue; thence North 74°00'00" East, parallel with said Northerly line, 212.30 feet; thence North 16°01'30" West, 90.00 feet; thence North 74°00'00" East 132.00 feet to the point of beginning, containing 1.968 acres, more or less.

And whereas said tracts are contiguous to each other and share a common access from Central Avenue, in the City of Lake Station, Lake County, Indiana which access is from Tract C above all of which is more particularly described and shown on the surveys attached hereto as Drawing No. "A 1 of 1".



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**PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR**

Whereas said owner of Tract A and Tract C as Grantors desire to impress upon the said properties certain covenants, rights-of way and restriction regarding the use, access and maintenance which shall inure to the benefit or and be binding upon the successors and assigns of Grantors, including an easement for parking on each Tract.

Therefore, the undersigned John Stofko, individually does hereby impress upon the above described properties the following covenants, rights-of-way and restriction, which shall hereafter be covenants which run with the land and shall inure to the benefit of and be binding upon the transferees, successors and assigns of each of said separate tracts:

- A. The common access driveway, as shown on the Drawing No. "A1 of 1" exhibit and the parking areas of Tract A and Tract C shall be perpetual easement in favor of the successors in title of Grantor for parking of vehicular traffic and for ingress and egress to and from the said properties. Accordingly, Tract A shall be burdened by said easement in favor of the Grantor's successor in title to Tract C and likewise Tract C shall be burdened by said easement in favor of the Grantor's successor in title to Tract A.
- B. Signage for business located on Tract A that may be on Tract C, and signage for business located on Tract C that may be on Tract A, shall continue to exist as an easement in favor of the Grantor's successor in title to Tract A or Tract C
- C. The successors in title to each tract shall not obstruct or restrict the use of any portion of the said parking lot and driveway and no building or improvements may be erected upon said easement.
- D. The easement shall be maintained in a serviceable, neat and acceptable manner and in a manner so that the overall appearance of said driveway and parking lot should be uniform. Each of the Grantor's successors in title to Tract A and Tract C shall be charged with the repairs and maintenance of the easement and the costs of which shall be proportioned in the same proportion that the repairs fall upon the real estate located in Tract A or Tract C. Each of the Grantor's successors in title to Tract A and Tract C shall cooperate with each other in the performance of routine and necessary repairs, coverage and sealing of the said driveway and parking lot. The successors in title to each tract may perform such repairs and maintenance as may be necessary without the consent of the other upon giving written notice of intent to perform such repairs and the estimated costs thereof. Notice may be delivered by U.S. Mail, certified return receipt requested or other personal service not less than thirty (30) day prior to beginning such repairs or maintenance. The party that performs said repairs/maintenance shall be entitled to a lien upon the property of the dissenting party equal to the proportion of the total costs that is required on the dissenting parties Tract plus ten percent (10%). Said leinholder shall have the same remedies as holder of mechanic's or materialmen in accordance with the lien laws of the State of Indiana.

E. In the event it become necessary to enforce the terms of this easement through court proceedings the prevailing party shall be entitled to reasonable attorneys fees.

In Witness whereof the parties have executed this document this 28th day of DECEMBER, 2007.


John Stofko
John Stofko, individually

State of Indiana)
County of Lake)

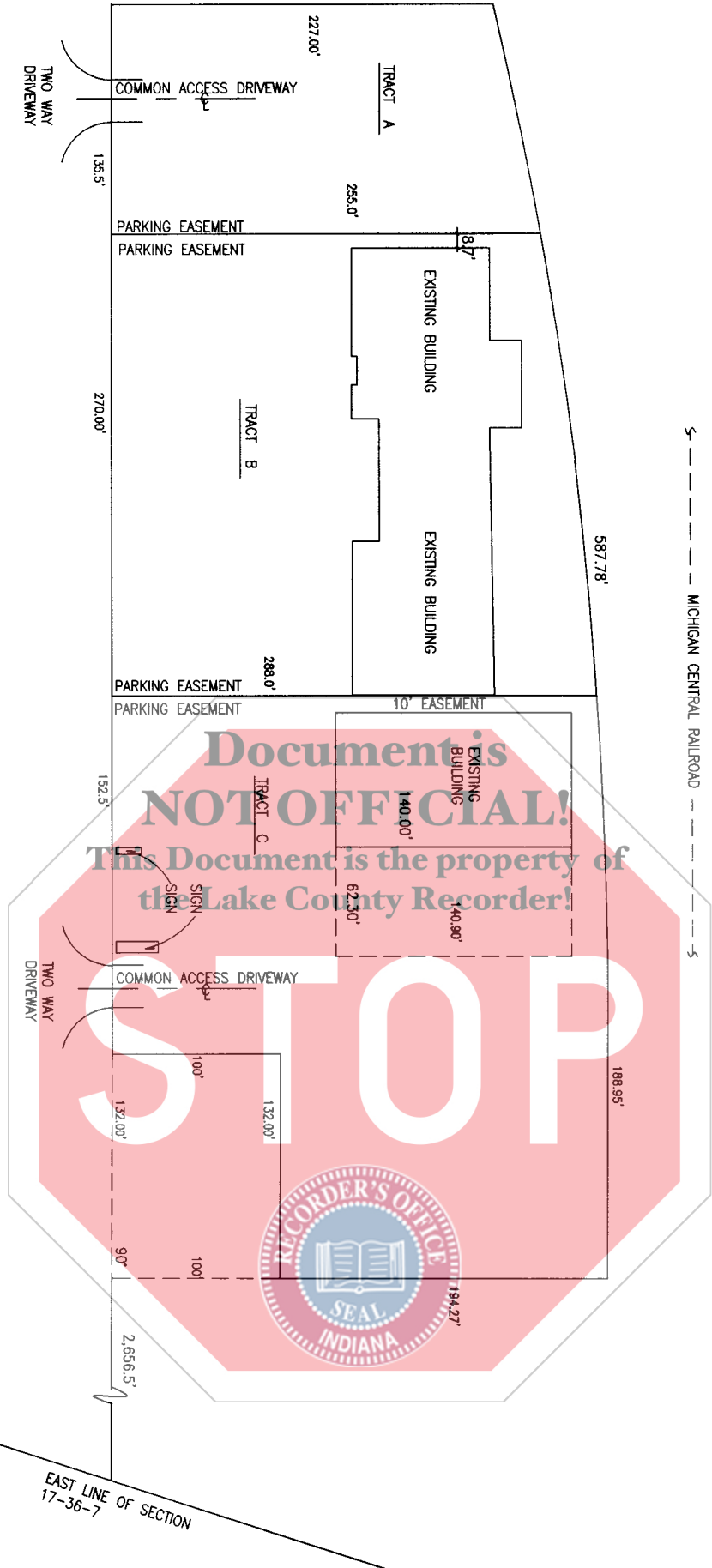
Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Before me the undersigned a Notary Public, personally appeared John Stofko, who acknowledged the execution of this document this 28 day of DECEMBER, 2007.

My Commission Expires:
Resident of Lake County

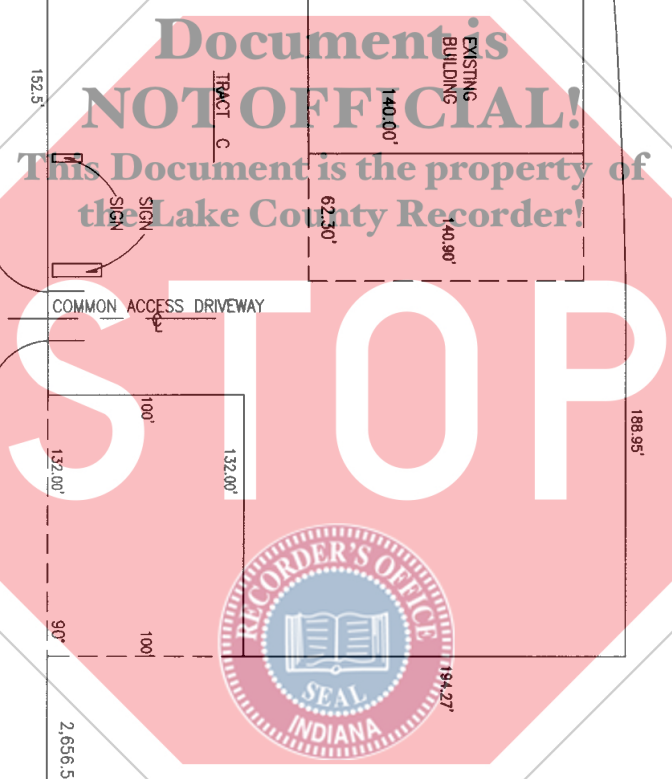

Notary Public

→ This instrument was prepared by: William H. Von Willer, Indiana Atty. 968-98, 117-1/2 W. Joliet St., Crown Point, Indiana 46307 (219) 663-6508.
I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in the document, unless required by law. William H. Von Willer



CROSS EASEMENT AND ACCESS PLAN

EAST LINE OF SECTION 17-36-7



JOB No. 49-203	 MECA Engineering Corp. 2586 Central Avenue Lake Station, Indiana 46405	SHEET A1 OF 1	DRAWN: GES SCALE: 1" = 100' DATE: 12/27/07
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