

A

DECLARATION FOR COMMON DRIVEWAY AGREEMENT

THIS DECLARATION, made this 27th day of July, 2011, by Richard Uchman and Elizabeth Uchman, husband and wife, (hereinafter referred to as "Owner").

Recitals:

- 1. Owner is the owner of two parcels of real estate more particularly described as follows...
2. That there is currently a residence located on Lot 2 and access to Lot 1 and Lot 2 is over a common driveway easement as set forth on the recorded plat.
3. That when the driveway was constructed to Lot 2 a portion of the actual physical driveway was constructed outside of the driveway easement and over and upon a portion of Lot 1 that was not encumbered by the driveway easement on the plat.
4. That the location of the current gravel driveway and circular entry will remain because it is in a logical location due to the topography of the land.
5. That attached hereto and made a part hereof is a copy of a survey prepared by Zarko Sekerez & Associates, Inc., dated November 14, 2001, showing the driveway as encroaching upon Lot 1 for access to Lot 2.
6. That it is the intention of Owner to declare that the gravel driveway and circular entry as now situated should remain as the access for the residence on Lot 2 and shall be non-exclusive as it will also be used for access to a future residence in Lot 1.

NOW, THEREFORE, Owner hereby declares that the above described Lot 1 shall be held, sold and conveyed subject to the common gravel driveway and circular entry as currently located and as set forth on the survey prepared by Zarko Sekerez & Associates, Inc., which is attached hereto and made apart hereof, and shall be subject to any requirements as set forth on the common driveway easement as set forth on the recorded plat of said subdivision.

The undersigned does hereby declare and create a common driveway easement for that portion of the gravel drive and circular entry over and upon Lot 1 that is not located within the common driveway easement and that said easement is non-exclusive and shall also be used for the benefit of Lot 1.

Said easement as granted shall be subject to any terms and provisions of the common driveway easement as set forth in Plat Book 62, page 61, as set forth in the Office of the Recorder of Lake County, Indiana, and to the following:

- 1. That if it shall hereafter become necessary or desirable to repair or rebuild the whole or any portion of said roadway (with the exception of any roadway or circular driveway that is not used by the other party) the expense of such repairing or rebuilding shall be born equally by the parties and that said roadway or such portion thereof shall be repaired or rebuilt over the same area and the same size and with the material of like quality as the present roadway unless the parties agree otherwise.

COMMUNITY TITLE COMPANY
FILE NO 111171 LARECO, 1

FILED
AUG 03 2011
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR 028077

2011 JUL 27 10:32 AM
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL J. UCHMAN

\$18 CM CA NON CONF

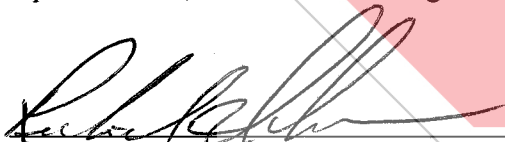
2. Cost and expense of maintaining said roadway shall be born equally by the parties using said roadway.
3. That the cost of repairing, rebuilding, or maintaining as set forth in Paragraphs 1 and 2 above shall be the sole responsibility of the owner of Lot 2 unless the owner of Lot 1 (a) uses said lot on a continuous basis, including but not limited to, recreational uses (showing Lot 1 for sale purposes shall not be considered a continuous use) or (b) when Lot 1 has a building permit issued for the construction of a residential home or other structure. At that time then if there is any maintenance or repairs as set forth in Paragraphs 1 and 2 above it shall require participation by the owner of Lot 1.
4. This said the said roadway easement is for a roadway to provide ingress and egress to the respective parcels, namely, Lot 1 and Lot 2.
5. There should be no obstruction, impediment or interference and the reason we use the roadway easement and improvements thereon for the purpose of ingress and egress by any parties that shall use said roadway.
6. That said roadway shall not be used in such a way as to cause damage to the roadway located on the easement.
7. Any party intentionally or negligently damaging said roadway shall repair or replace the roadway so as to restore its condition to the state it existed before the damage.
8. The parties agree that if there is any violation of this agreement or if either party requires to proceed or to take any legal action to enforce this agreement the prevailing party shall have the right to recovery court costs and reasonable attorney fees in any action to enforce the provisions of this agreement.

Said easement is for the sole purpose of the roadway to provide ingress and egress to Lots 1 and 2.

This agreement shall be perpetual and at all times shall be construed as a covenant running with the land and that this agreement shall be binding upon all parties or heirs, executives, personal representatives, successors and assigns, and that all parties shall have the benefit of and be bound by the terms of this agreement.

Dated this 27th day of July, 2011.

This agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors and assigns.


Richard Uchman

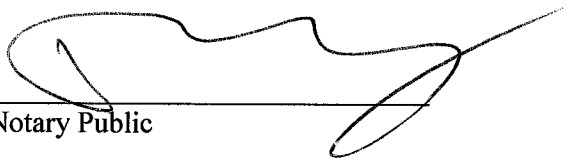



Elizabeth Uchman

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

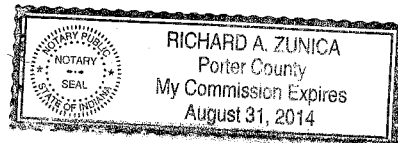
The undersigned, a Notary Public in and for said County and State do hereby certify, that Richard Uchman and Elizabeth Uchman, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of July, 2011.



Notary Public

My Commission Expires:
County of Residence:



This instrument prepared by:
Richard A. Zunica, Attorney at Law
162 Washington Street, Lowell, IN 46356
219-696-0100



Nov-19-01 11:01A Zarko Sekerez

219 663 7262

P.02

Zarko Sekerez & Associates, Inc.

Land Surveyors & Civil Engineers

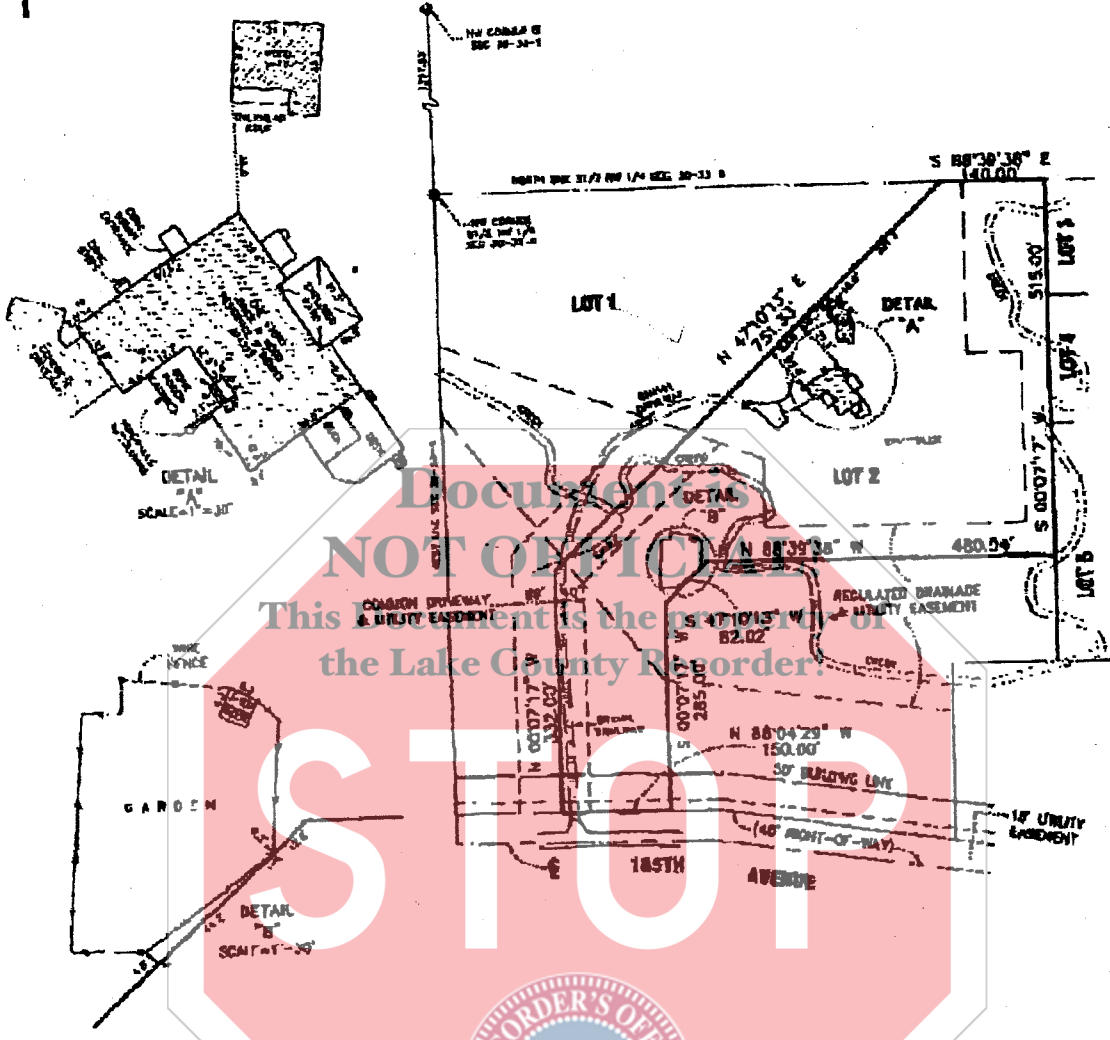
13 North Court Street
Post Office Box 9073
Crown Point, Indiana 46307
219-789-5012
fax 616-7282

Order No. 12552

SURVEYOR LOCATION REPORT

WEDMAY, Richard and Elizabeth
14332 W. 185th Avenue
Loomis, Indiana

Lot 2 in West Creek Woods, as per plat thereof, recorded in Plat Book 52 page 61, in the Office of the Recorder of Lake County, Indiana.



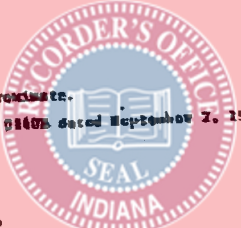
NOTE: Fence locations shown are approximate.

NOTE: According to Flood Map 100116 9440B dated September 7, 1981 this property is located in Zone "A".

TO: SECURITY FEDERAL BANK & TRUST

I hereby certify to the party named above that the real and personal described herein were inspected under my supervision on the date indicated and that, to the best of my knowledge and belief, the report conforms with the requirements contained in section 41 of Article 14 of the Constitution of the State of Indiana. The accuracy of any deed based statement shown on this report is subject to any title exception and to any other exception in the deed or otherwise on the relevant records and to any other exception in the deed or otherwise on the relevant records and to any other exception in the deed or otherwise on the relevant records. Therefore, no liability will be assumed by any one of the date for construction of any instrument or deed.

Richard J. Wedmay
Richard J. Wedmay, Surveyor
2196965921



This legal description noted on this plat was provided by the client and was in compliance with deed order file policy. For building reference and/or easement use in your deed, contract, the policy, under survey regulations. This plat is valid only if it contains the right of signature and authorized seal of the surveyor. Boundary descriptions are based on the public records and the description provided. This plat is valid for use in the public records and should not be relied on otherwise. No description should be covered by title insurance companies.

SCALE: 1" = 150'
DATE: Nov. 19, 2001
BOOK: 12552 PAGE 1
ORDERED BY: SECURITY FEDERAL BANK & TRUST

Archie