

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 051160 ACCESS AGREEMENT 2011 SEP 20 AM 9:38

THIS AGREEMENT, made this 30th day of August, 2011, by and between Bitter Creek Land Company, LLC, (hereinafter referred to as "Grantor"), and Lawrence Koczur and Peggy Koczur, husband and wife, (hereinafter referred to as "Grantee").

WHEREAS, the Grantor represents and warrants that it owns and has fee simple title to that certain part of real estate in Lake County, Indiana, more particularly described as follows:

Lot 2, in Wildlife Sanctuary Subdivision, as per plat thereof, recorded in Plat Book 80, page 5, in the Office of the Recorder of Lake County, Indiana.

AND WHEREAS, the Grantee owns and has title to a parcel of real estate located in Lake County, Indiana, more particularly described as follows:

Lot 1, in Wildlife Sanctuary Subdivision, as per plat thereof, recorded in Plat Book 80, page 5, in the Office of the Recorder of Lake County, Indiana.

AND WHEREAS, the Grantee desires a perpetual easement for the purpose of access to Red Wing Lake over and across the land owned by the Grantor described as follows:

That part of Lot 2 in Wildlife Sanctuary Subdivision, an Addition to Lake County, Indiana, being a subdivision of part of the fractional Southwest 1/4 of Section 18, Township 33 North, Range 8 West of the Second Principal Meridian, in Cedar Creek Township, Lake County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of said Lot 1; thence North 31 degrees 25 minutes 15 seconds East, 135.69 feet; thence North 58 degrees 34 minutes 45 seconds West, 8.00 feet; thence South 31 degrees 25 minutes 15 seconds West, 140.41 feet to the North line of said Lot 1; thence South 89 degrees 06 minutes 09 seconds East, 9.29 feet to the point of beginning.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the Grantor for itself its heirs, successors and assigns in consideration of ten dollars and other good and valuable consideration grants unto the Grantees, Lawrence Koczur and Peggy Koczur, husband and wife, their heirs, successors and assigns a perpetual non-exclusive easement in, to, upon and over the following described parcel of real estate:

That part of Lot 2 in Wildlife Sanctuary Subdivision, an Addition to Lake County, Indiana, being a subdivision of part of the fractional Southwest 1/4 of Section 18, Township 33 North, Range 8 West of the Second Principal Meridian, in Cedar Creek Township, Lake County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of said Lot 1; thence North 31 degrees 25 minutes 15 seconds East, 135.69 feet; thence North 58 degrees 34 minutes 45 seconds West, 8.00 feet; thence South 31 degrees 25 minutes 15 seconds West, 140.41 feet to the North line

1

AMOUNT \$ 16.00
CASH _____ CHARGE _____
CHECK # 3114
OVERAGE _____
COPY _____
NON-COM
CLERK LR

18980
NORTHWEST INDIANA TITLE
162 WASHINGTON STREET
LOWELL, IN 46356
219-696-0100

FILED

SEP 20 2011

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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of said Lot 1; thence South 89 degrees 06 minutes 09 seconds East, 9.29 feet to the point of beginning.

Said easement is given for the purpose of access from Lot 1 to Red Wing Lake as set forth on the access easement set forth above and the survey that is attached hereto and made a part hereof and it is further understood and agreed that it is not to be construed as an easement given to the exclusion of the Grantor its heirs, successors, personal representatives, and assigns.

The Grantees covenant and agree to at all times maintain and make necessary repairs at their own expense to keep the access easement in good repair and to provide for its upkeep and maintenance.

This easement and the covenants herein contained shall run with the land and inure to and be binding upon the parties hereto and their successors in title.

The Grantor reserves the use of said strip of land not inconsistent herewith but no buildings or structures shall be erected or placed on said strip of land by the Grantor.

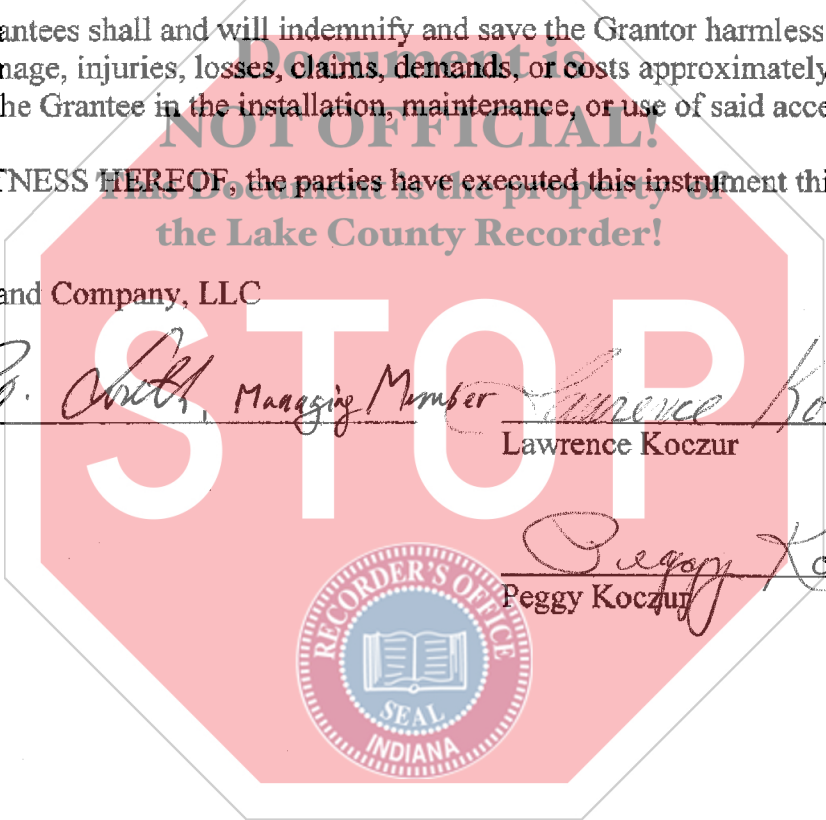
The Grantees shall and will indemnify and save the Grantor harmless from and against any and all damage, injuries, losses, claims, demands, or costs approximately caused by the negligence of the Grantee in the installation, maintenance, or use of said access easement.

IN WITNESS WHEREOF, the parties have executed this instrument this 30th, day of August, 2011.

Bitter Creek Land Company, LLC

By: *Paul Smith*, Managing Member *Lawrence Koczur*
Lawrence Koczur

Peggy Koczur
Peggy Koczur



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

I, Colette G. Wilson, a Notary Public in and for said County and State do hereby certify, that Bitter Creek Land Company, LLC, by Per O. Loeth and Lawrence Koczur and Peggy Koczur, 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 30th day of August, 2011.

Colette G. Wilson
Notary Public

My Commission Expires:
County of Residence:

