

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 003130

2016 JAN 20 AM 10: 59

MICHAEL B. BROWN
RECORDER

CROSS-REFERENCE: In accordance with Ind. Code § 32-23-05(b) this Agreement Regarding Access Easements confirms the release of certain access easements in the Deed of Dedication of Easements Appurtenant a.k.a Common Access/Cross Easements and Dedication of Building Lines dated November-22, 1996 that was recorded in the Office of the Recorder of Lake County, Indiana as Document No. 96077718 on November 22, 1996 (hereinafter "1996 Easements"), limits the use of a certain access easement in the 1996 Easements, confirms the continued existence of the access easement in the First Amendment to the Country Commons Planned Business Center Zoning Plan, to the Deed of Dedication of Easements Appurtenant, to the Easement Dedication and Plat of Survey, and to the Declaration of Restrictions for Country Commons Planned Business Center, Lake County, Indiana dated September 1, 1997 that was recorded in the Office of the Recorder of Lake County, Indiana as Document No. 97080318 on November 24, 1997, which easements affect the real estate that is currently owned by the parties to this Agreement Regarding Access Easements, who are identified below in this document.



This **AGREEMENT REGARDING ACCESS EASEMENTS** (hereinafter "Agreement"), is made this 5th day of December, 2015, by and between **INDIANA LAND TRUST COMPANY f/k/a LAKE COUNTY TRUST COMPANY**, not personally but as **Trustee under the provisions of a Trust Agreement dated June 7, 1996, and known as Trust Number 4800**, (hereinafter "Trust 4800") and **FIRST MIDWEST BANK**, as **Successor-in-Interest to Bank Calumet, Inc. f/k/a Calumet National Corporation**, an Illinois State-Chartered Bank registered as a Foreign Financial Institution in Indiana ("First Midwest Bank").

WHEREAS, Trust 4800 is the Developer as defined in the **DECLARATION OF RESTRICTIONS FOR COUNTRY COMMONS PLANNED BUSINESS CENTER LAKE COUNTY, INDIANA** recorded on **December 3, 1996** as Document Number **96079043** in the Office of the Recorder of Lake County, Indiana (hereinafter "Restrictions");

WHEREAS, Trust 4800 is the current lawful fee simple owner of the real estate described in Exhibit A (i.e., a parcel on the east side of Parcel Number 45-17-05-480-018.000-047) (hereinafter "Trust 4800 Real Estate"), which Exhibit A is attached hereto and is incorporated herein by reference;

WHEREAS, in approximately November, 1996, Calumet National Corporation a/k/a Bank Calumet, Inc. became the lawful fee simple owner of the real estate commonly referred to as Lot B1-23, Country Commons Planned Business Center, commonly described as 10858 Pike Street, Crown Point, Indiana 46307, and legally described in Exhibit B (Parcel Number 45-17-05-480-019.000-047) (hereinafter "First Midwest Bank Real Estate"), which Exhibit B is also attached hereto and is also incorporated herein by reference (NOTE FOR REFERENCE: The

CHICAGO TITLE INSURANCE COMPANY

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JAN 20 2016

NO SALES DISCLOSURE NEEDED

Page 1 of 7

20326 JOHN E. PETALAS
LAKE COUNTY AUDITOR

Approved Assessor's Office

By:

First Midwest Bank Real Estate is the same real estate defined in the Restrictions as the "Calumet National Parcel");

WHEREAS, First Midwest Bank, as successor-in-interest to Bank Calumet, Inc. f/k/a Calumet National Corporation, is the current owner of the First Midwest Bank Real Estate;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the parties, Trust 4800 and First Midwest Bank hereby agree as follows:

1. The common access/cross easement created in Section 4 of the First Amendment to the Country Commons Planned Business Center Zoning Plan, to the Deed of Dedication of Easements Appurtenant, to the Easement Dedication and Plat of Survey, and to the Declaration of Restrictions for Country Commons Planned Business Center, Lake County, Indiana dated September 1, 1997 that was recorded in the Office of the Recorder of Lake County, Indiana as Document No. 97080318 on November 24, 1997 (hereinafter "First Amendment") remains in full force and effect.
2. The 50 foot common access/cross easement encumbering the North 50 feet of the South 100 feet of Parcel "A" created in the Deed of Dedication of Easements Appurtenant a.k.a Common Access/Cross Easements and Dedication of Building Lines dated November 22, 1996 that was recorded in the Office of the Recorder of Lake County, Indiana as Document No. 96077718 on November 22, 1996 (hereinafter "1996 Easements") was terminated and released by Section 1.a. of the First Amendment.
3. Trust 4800, as the current owner of the Trust 4800 Real Estate, hereby agrees that Trust 4800 and subsequent owners of the Trust 4800 Real Estate shall not use the 40 foot common access/cross easements encumbering the East 40 feet of Parcel "A" created in the 1996 Easements (except for the portion of said easement that is also included in the common access/cross easement created in Section 4 of the First Amendment that is referenced in item 1 above) to provide access, ingress, or egress to the Trust 4800 Real Estate.
4. Trust 4800 and subsequent owners of the Trust 4800 Real Estate shall have the right to use the common access/cross easement created in Section 4 of the First Amendment (i.e., the common access/cross easement along the north side of the First Midwest Bank Real Estate) for access, ingress, and egress to the Trust 4800 Real Estate, but they shall not have any right to use the 50 foot common access/cross easement along the south side of the First Midwest Bank Real Estate that was previously terminated and released, or the 40 common access/cross easement along the east side of the First Midwest Bank Real Estate (except for the portion of said easement that is also included in the common access/cross easement created in Section 4 of the First Amendment that is referenced in item 1 above) that is restricted by item 3 of this Agreement, to provide access, ingress, or egress to the Trust 4800 Real Estate.

5. Trust 4800 and First Midwest Bank agree to the following provisions with respect to the maintenance, repair, and replacement of the driveway and any adjoining curbs, gutters, drainage systems, striping, and other related improvements (hereinafter referred to collectively as the "Improvements") located upon the common access/cross easement created in Section 4 of the First Amendment (hereinafter "Driveway Easement"):
- A. Any costs for the maintenance, repair, and replacement for the Improvements located upon the Driveway Easement, including snow removal (hereinafter "MRR Costs") shall be paid as follows: ½ by the owner of the First Midwest Bank Real Estate at the time that such MRR Costs are incurred (hereinafter "Owner 1"), and ½ by the owner of the Trust 4800 Real Estate at the time that such MRR Costs are incurred (hereinafter "Owner 2").
 - B. Owner 1 shall contract for the performance of all required maintenance, repair, and replacement of the Improvements upon the Driveway Easement.
 - C. Owner 1 shall not be required to give Owner 2 advance notice prior to the performance of any routine maintenance and/or routine repairs of the Improvements upon the Driveway Easement, and Owner 2 shall reimburse Owner 1 for ½ of the MRR Costs for such routine maintenance and routine repairs within thirty (30) days after Owner 1 provides a copy of the invoices for such MRR Costs to Owner 2.
 - D. Owner 1 shall give Owner 2 at least sixty (60) days advance notice prior to the performance of any required other maintenance and repairs (e.g., major repairs or replacement including resurfacing the Driveway Easement and any work where the total estimated cost exceeds \$10,000.00) and/or any replacement of the Improvements upon the Driveway Easement, and Owner 2 shall reimburse Owner 1 for ½ of the MRR Costs for such other maintenance and repairs and/or replacement within thirty (30) days after Owner 1 provides a copy of the invoices for such MRR Costs to Owner 2.
 - E. These covenants and agreements relating to the maintenance, repair, and replacement of the Improvements upon the Driveway Easement are intended to and shall run with the real estate (i.e., the Trust 4800 Real Estate and the First Midwest Bank Real Estate). However, any owners of said real estate shall not have any such obligations with respect to maintenance, repair, and replacement of the Improvements upon the Driveway Easement that relates to periods of time after they no longer own any interest in said real estate.
6. The foregoing provisions relating to the maintenance, repair, and replacement of the Improvements upon the Driveway Easement shall not apply to any access easements and related improvements located upon the Trust 4800 Real Estate and the owner of the Trust 4800 Real Estate shall be solely responsible for any maintenance, repair, and replacement of any improvements located upon the Trust 4800 Real Estate.
7. The statements set forth above shall be substantive provisions of this Agreement.
8. This Agreement shall be binding upon the parties hereto and their heirs, legal

representatives, successors and assigns. The parties may execute separate original counterparts of this Agreement and all counterparts shall be construed together and shall constitute one integrated agreement.

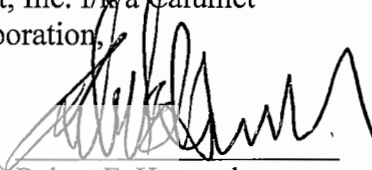
IN WITNESS WHEREOF, the parties hereby sign this Agreement on the 8th day of December, 2015.

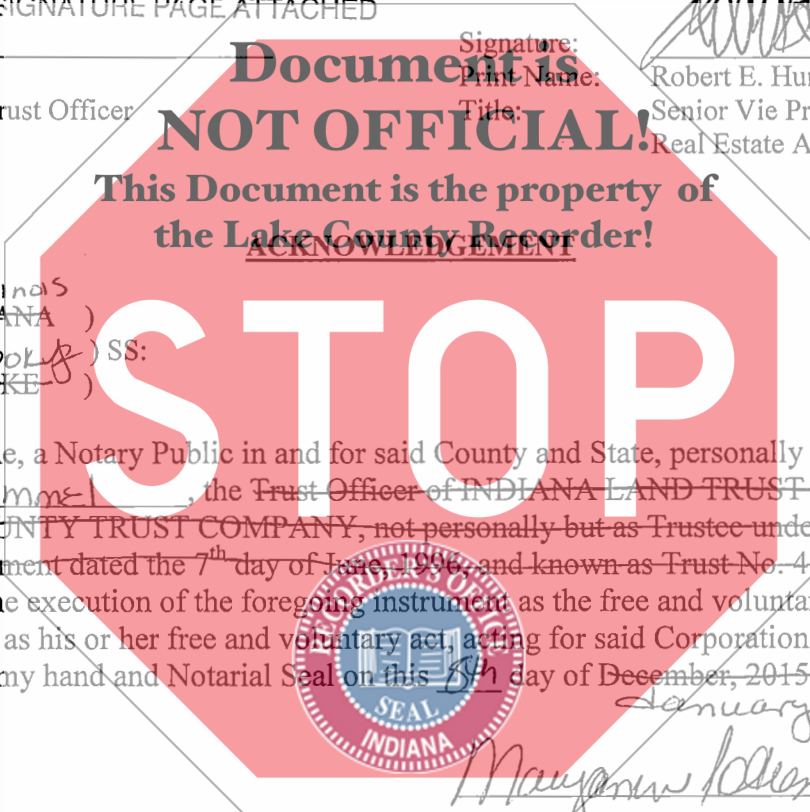
January 2016
INDIANA LAND TRUST COMPANY f/k/a LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a trust agreement dated the 7th day of June, 1996, and known as Trust No. 4800

FIRST MIDWEST BANK,
as Successor-in-Interest to Bank Calumet, Inc. f/k/a Calumet National Corporation.

SEE SIGNATURE PAGE ATTACHED

Signature: _____
Print Name: _____
Title: Trust Officer

Signature: 
Print Name: Robert E. Hummel
Title: Senior Vice President, Real Estate Administration

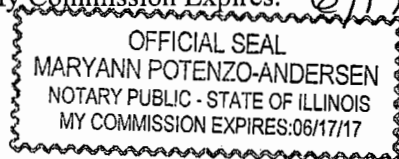


Illinois
STATE OF INDIANA)
COOK) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Robert E. Hummel, the Trust Officer of INDIANA LAND TRUST COMPANY f/k/a LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated the 7th day of June, 1996, and known as Trust No. 4800, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as his or her free and voluntary act, acting for said Corporation, as Trustee. Senior Vice President First Midwest Bank

Witness my hand and Notarial Seal on this 8th day of December, 2015:

January 8
Maryann Potenzo-Andersen
Notary Public for the State of Illinois and a Resident of Lake County Cook County
My Commission Expires: 6/17/2017



ACKNOWLEDGEMENT

STATE OF Illinois)
) SS:
COUNTY OF Cook)

Before me, a Notary Public in and for said County and State, personally appeared Robert E. Hummel, the Senior Vice President, Real Estate Administration of FIRST MIDWEST BANK, as Successor-in-Interest to Bank Calumet, Inc. f/k/a Calumet National Corporation, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Entity and as his free and voluntary act on behalf of said Entity.

Witness my hand and Notarial Seal this 8th day of December, 2015.

Document is NOT OFFICIAL!

STOP

CERTIFICATION

This Document is the property of Maryann Potenzano Notary Public for the State of Illinois and County of Cook. My Commission Expires: 06/17/2017

Signature of Authorized Agent: Thomas N. Simstad



RECORDER'S OFFICE
SEAL
INDIANA

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

This Instrument Prepared by:
Stephen M. Maish, Esq.
Maish & Mysliwy Attorneys at Law
53 Muenich Court, Hammond, IN 46320

Return Recorded Documents to:
Country Meadows Dev. Corp.
P.O. Box 317, Mayhill, NM 88339

(ESMT)

EXHIBIT A
LEGAL DESCRIPTION OF THE
TRUST 4800 REAL ESTATE

LEGAL DESCRIPTION:

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, 838.61 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 50.00 FEET TO THE SOUTHWEST CORNER OF LOT B1-23, COUNTRY COMMONS PLANNED BUSINESS CENTER, AS SHOWN ON THE PLAT RECORDED IN SURVEY RECORD BOOK 4, PAGE 39 IN SAID RECORDER'S OFFICE, SAID SOUTHWEST CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 135.00 FEET ALONG A LINE 50 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 27 MINUTES 02 SECONDS EAST, 280.01 FEET TO THE SOUTHWEST CORNER OF LOT B1-21, COUNTRY COMMONS PLANNED BUSINESS CENTER, AS SHOWN IN SURVEY RECORD BOOK 13, PAGE 08 IN SAID RECORDER'S OFFICE; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 132.80 FEET ALONG THE SOUTH LINE OF SAID LOT B1-21 TO THE NORTHWEST CORNER OF SAID LOT B1-23; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 280.00 FEET ALONG THE WEST LINE OF SAID LOT B1-23 TO THE POINT OF BEGINNING, CONTAINING 0.86 ACRES MORE OR LESS.

Parcel Number: A portion of east side of 45-17-05-480-018.000-047

Commonly Known as: Lot B1-22, Country Commons Planned Business Center

EXHIBIT B
LEGAL DESCRIPTION OF THE
FIRST MIDWEST BANK REAL ESTATE

LEGAL DESCRIPTION:

LOT B1-23, COUNTRY COMMONS PLANNED BUSINESS CENTER, AN ADDITION TO THE TOWN OF WINFIELD, LAKE COUNTY, INDIANA, AS RECORDED IN BOOK 004 PAGE 39, AS DOCUMENT #96077719, ON NOVEMBER 22, 1996, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

AND ALSO LEGALLY DESCRIBED AS:

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 PARCEL "A" OF THE COUNTRY COMMONS PLANNED BUSINESS CENTER ZONING PLAN, AS PER PLAT THEREOF, RECORDED AS DOCUMENT NO. 96055244 IN PLAT BOOK 81, PAGE 25, 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, 50.00 FEET ALONG THE EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 156.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF 109TH AVENUE (PER SAID COUNTRY COMMONS PLANNED BUSINESS CENTER ZONING PLAN); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 280.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 156.00 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "A"; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 280.00 FEET ALONG SAID EAST LINE (SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF PIKE STREET PER SAID COUNTRY COMMONS PLANNED BUSINESS CENTER ZONING PLAN) TO THE POINT OF BEGINNING, CONTAINING 1.00 ACRE, MORE OR LESS.

Parcel Number: 45-17-05-480-019.000-047

Commonly Known as: Lot B1-23, Country Commons Planned Business Center