

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 058208

2016 AUG 25 PM 4: 07

MICHAEL B. BROWN
RECORDER

FULL ACCESS EASEMENT AGREEMENT

This Agreement (the Agreement) is entered into on this August 4, 2016, between HALL FAMILY INVESTORS II, LLC, of 4259 East Lincoln Highway, Merrillville, IN 46410 (Grantor), and LAKE HOTELS, LLC, of 58382 State Road 19, Suite 106, Elkhart, IN 46517 (Grantee), and collectively ("Parties") on the following terms and conditions.



1. **Purpose.** Grantor and Grantee own adjacent parcels of land. Grantee wishes to purchase an easement from Grantor across Grantor's land for purposes of ingress and egress from a public road, Indiana Street, to Grantee's land, which will burden Grantor's parcel for the benefit of Grantee's adjacent parcel.

2. **Burdened Property.** Grantor owns a two foot wide strip of land referenced as Lake County Trust # 2016037985, (the Burdened Property) in the Town of Merrillville, Lake County, Indiana, described on the attached Exhibit B.

3. **Consideration.** Grantee, in consideration of the grant of the easement stated in this Agreement agrees to pay Grantor \$10 dollars and other good and valuable consideration payable at the time of the signing of this Agreement.

4. **Description of the Easement.** Grantor grants to Grantee an easement for a driveway for ingress and egress for pedestrian and vehicular use over the North +/- 180 feet of the Burdened Property for the benefit of the benefited property (the Benefited Property) as described on the attached Exhibit B. This easement specifically does not apply to the portion of the Burden Property south of the Benefited Property.

5. **Condition and maintenance.** Grantee shall be solely responsible for maintaining the Easement and shall not allow it to become unsightly or a nuisance. The Grantee has the right to use the Easement as intensely as it desires.

6. **Interest in realty.** The driveway is to be an easement over the Burdened Property for the use and benefit of the Benefited Property and is to be an appurtenance to the Benefited Property and run with the land.

FILED

AUG 25 2016

JOHN E. PETALAS
LAKE COUNTY AUDITOR

**Northwest Indiana
Title Services, Inc.**

101 E. 90th Drive Suite C
Merrillville, IN 46410

16-5739m

1

1 ref

\$24.00

NIT JES

004906

7. **Insurance.** The owner of the Benefited Property shall obtain liability insurance as part of its owner's policy for the Benefited Property to cover any liabilities that arise as a result of the use by the owner of the Benefited Property of the Easement and the owner of the Burdened Property's liability policy shall name the owner of the Burdened Property as an insured party for the owner of the Benefited Property's use of the Easement.

8. **Indemnification.** The owner of the Benefited Property agrees to indemnify defend and hold the owner of the Burdened Property harmless from any and all claims, debts, causes of actions, or judgments for any damage to any property or injury to any person that may arise out of any of the owner of the Benefited Property's actions within, use of, or around the Easement, by themselves, their agents, employees, representatives, and contractors. This provision shall survive the termination of this Agreement.

9. **Entire agreement.** This Agreement and all exhibits constitute the entire agreement between the Parties regarding the subject matter of this Agreement, and all prior negotiations and agreements regarding the Easement between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by both parties

10. **Notice.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission that provides evidence of receipt and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a new facsimile transmission number to the other as provided in this section.

11. **Severability.** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held

invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12. **Jurisdiction and venue.** Any disputes under this conveyance shall be subject to the laws of the state of Indiana and venue for any disputes shall lie in Lake County, Indiana.

13. **Time is of the essence.** Time shall be of the essence in the performance and actions undertaken under this Agreement.

14. **Exhibits.** The following exhibits are attached to and are a part of this Agreement:

Exhibit A—Legal Descriptions of the Benefited Property and the Burdened Property

Exhibit B—Drawing and Description of the Easement

15. **Effective date.** Owner and Grantor signed this Agreement, and it shall be effective as of the day and year first above written.

16. **Run with the Land.** This Easement runs with the land and is permanent in nature. Any future owners of the Benefited Parcel are third party beneficiaries to this Easement.



GRANTOR

Hall Family Investors II, LLC

Randy Hall, Member

~~GRANTEE~~

~~Lake Hotels, LLC~~

~~Sajid Chaudhry, Member~~

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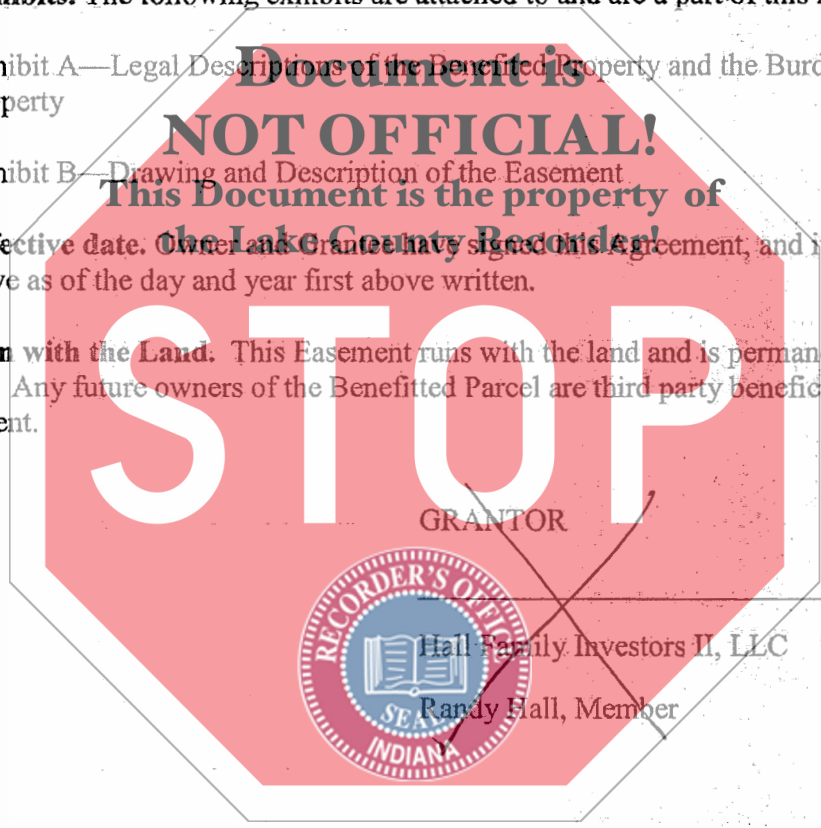
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Exhibit A—Legal Descriptions of the Benefitted Property and the Burdened Property

Exhibit B—Drawing and Description of the Easement

15. **Effective date.** Owner and grantee have signed this agreement, and it shall be effective as of the day and year first above written.

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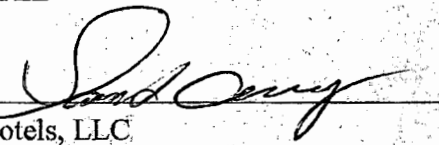


GRANTOR

Hall Family Investors II, LLC

Randy Hall, Member

GRANTEE



Lake Hotels, LLC

Sajid Chaudhry, Member

STATE OF INDIANA
COUNTY OF LAKE

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 5th day of August, 2016

My Commission Expires: 10/29/16

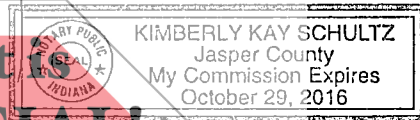


Kimberly Kay Schultz/Notary Public

My County of Residence: Jasper

STATE OF INDIANA
COUNTY OF LAKE

Document is NOT OFFICIAL!



Subscribed and sworn to before me, a Notary Public in and for said County and State, this 4th day of August, 2016

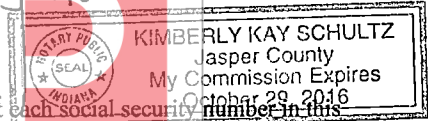
My Commission Expires: 10.29.16

My County of Residence: Jasper

This Document is the property of the Lake County Recorder!

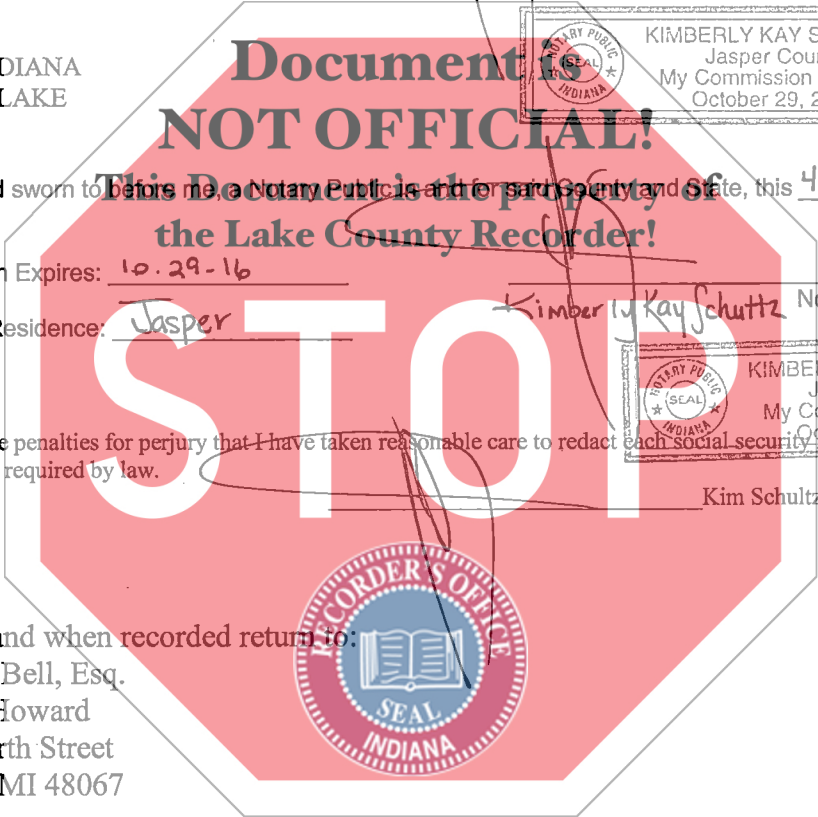


Kimberly Kay Schultz Notary Public



I affirm under the penalties for perjury that I have taken reasonable care to redact each social security number in this document unless required by law.

Kim Schultz



Drafted by and when recorded return to:
Michael M. Bell, Esq.
Howard & Howard
450 W. Fourth Street
Royal Oak, MI 48067

Exhibit A

BURDENED

PARCEL I: THE +/- NORTH 180 FEET OF THE PART OF GRAND PARK A RESUBDIVISION OF PART OF PARCEL 1, WESTLAKE PLAZA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 71, PAGE 34, AND AMENDED BY AMENDED PLAT OF SUBDIVISION GRAND PARK, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 79 PAGE 29 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID GRAND PARK, WHICH POINT IS 350.00 FEET WEST OF THE SOUTHEAST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, THENCE NORTH 89 DEGREES 44 MINUTES 59 SECONDS WEST, 2.00 FEET TO THE EAST LINE OF INDIANA STREET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE EAST LINE OF INDIANA STREET, 457.86 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET A DISTANCE OF 22.82 FEET, THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 480.57 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BENEFITTED

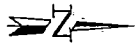
PARCEL II: LOT 1 IN WESTLAKE PARK, A RESUBDIVISION OF PART OF PARCEL 1 IN WESTLAKE PLAZA, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 109 PAGE 24, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND AS DEPICTED IN EXHIBIT B.



EXHIBIT "B"

2-FT STRIP
LAKE COUNTY TRUST COMPANY
#2016037985

INDIANA STREET



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This Document is the property of the Lake County Recorder!

STOP

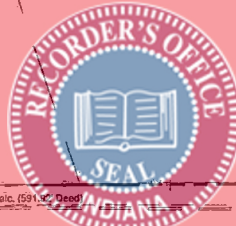
281.14'

AGREEMENT EXCLUDES
SOUTH 281.14' OF 2-FT
STRIP

AGREEMENT INCLUDES
THE PORTION OF 2-FT
STRIP ADJACENT TO
THE WEST PROPERTY
LINE OF LOT 1

LOT 2
WESTLAKE PARK

LOT 1
WESTLAKE PARK



50°06'35"E - 591.37' Calc. (591.32' Deed)

50°06'35"E - 200.00'

2019.17 Deed

MISSISSIPPI STREET

Gensic Engineering Inc
Civil Engineers

311 Alford North
Office Park
Fort Wayne, IN 46825
260-486-7143
Fax: 260-486-2227

**2-FT STRIP
ACCESS AGREEMENT**

ROSS TOWNSHIP
LAKE COUNTY, INDIANA

DATE: 6-22-18
SCALE: 1" = 50'
DRAWN BY: PMS
CHECKED BY: PMS

EXHIBIT