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MICHAEL B. BROWN
RECORDER

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THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING MAIL TO:

DOCUMENT NO. _____
DEED REFERENCE NO. _____

EDWIN A. GAUSSELIN, ESQ.
12513 S. NATCHEZ
PALOS HEIGHTS, IL 60463

FILED

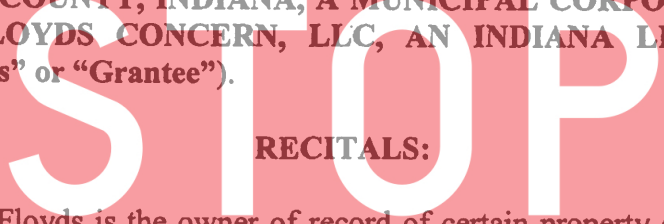
JAN 18 2017

JOHN E. PETALAS
LAKE COUNTY AUDITOR

Document is
NOT OFFICIAL!
ACCESS AND ROADWAY
EASEMENT AGREEMENT

This Document is the property of
the Lake County Recorder.

This **ACCESS AND ROADWAY EASEMENT AGREEMENT** (this "Agreement") is made as of the _____ day of _____, 2016, by and between the **TOWN OF MUNSTER, LAKE COUNTY, INDIANA, A MUNICIPAL CORPORATION** ("Town" or "Grantor") and **FLOYDS CONCERN, LLC, AN INDIANA LIMITED LIABILITY COMPANY** ("Floyds" or "Grantee").



RECITALS:

WHEREAS, Floyds is the owner of record of certain property of an approximate 3.44 acre property (the "Floyds Parcel"), as depicted on the drawing attached hereto as Exhibit A, and legally described in Exhibit B attached hereto.

WHEREAS, the Town is the owner of record of certain property located immediately to the north and to the west of the Grantee Parcel and depicted on the drawing attached hereto as Exhibit A consisting of approximately .975 acres (the "Town Parcel") that includes as a part of the Town Parcel, access to Superior Avenue., and legally described in Exhibit B attached hereto.

WHEREAS, Floyds desires to gain access to the southern most area of the Floyds Parcel from Superior Avenue by constructing a private access roadway extending from the current access roadway across the Town Parcel, for the purpose of queuing of people during special events at Three Floyds Brewing and for allowing access to the Floyds Parcel by employees or invitees of Three Floyds Brewing, pursuant to this Agreement and as depicted on the drawing attached as Exhibit A and more specifically set forth in the legal description attached as Exhibit B (the **Roadway Easement Area**"); (the Grantor Parcel and the Grantee Parcel are referred to collectively herein as the "**Properties**");

WHEREAS, the Town and Floyds desire to enter into this Agreement in order to grant to Floyds, and for Floyds to accept, an easement in, upon, along, under and across the Roadway Easement Area for: (a) purposes of installing, constructing, maintaining and operating a roadway

This document originally recorded January 13, 2017 as Document No. 2017-002664 is being re-recorded to attach legal descriptions Exhibit "A" and Exhibit "B" CT

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connecting the Floyds Parcel to the Kilbourn Avenue Access by extending the current access roadway to the Floyds Parcel; and (b) for purposes of using the existing roadway and that which is installed by Floyds to provide ingress and egress from Superior Avenue to the Floyds Parcel.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals.** The foregoing Recitals are incorporated into the body of this Agreement as if fully set forth in this Section 1.

2. **Grant of Easements.**

a. Grantor hereby grants to Grantee, its successors, assigns, contractors, and agents, a non-exclusive, temporary construction easement (the "**Roadway Improvement Construction Easement**") for the installation of a roadway (the "**Roadway**") across, under, in and to the Roadway Easement Area as well as such other adjacent land as is owned by Grantor and is reasonably necessary for the installation or improvement of the Roadway from the end of the existing access roadway to the Floyds Parcel (the "**Temporary Easement Area**").

b. Grantor hereby grants to Grantee and its respective successors, assigns, tenants and invitees, a non-exclusive, access and roadway easement appurtenant to, and for the benefit of the Floyds Parcel and others (the Roadway Easement; and the Roadway Improvement Construction Easement are together the "**Easements**") over, along and across the Roadway Easement Area together with the Temporary Easement Area, the "**Easement Areas**") to utilize the roadways constructed by Grantee and located in the Roadway Easement Area ("**Roadway**"), whether now in existence or hereafter constructed, for the purpose of providing Grantee, its successors, assigns, tenants and invitees with the non-exclusive right of vehicular and pedestrian ingress and egress over, along and across the Roadway Easement Area from the Floyds Parcel to Superior Avenue. The Roadway Easement shall be perpetual and shall run with the land. It is understood that this easement shall be limited to the uses stated herein and any expansion of the uses to allow deliveries of materials to the Floyds Parcel shall require further review and written approval by the Grantor.

c. During the construction of the Roadway, Grantee shall use all commercially reasonable efforts to avoid interference with Grantor's use of the Grantor Parcel, all parties hereto recognizing that some minor level of interference is inevitable on a road construction. The grant of these easements shall expire unless the Grantee has completed all improvements within two (2) years of the date of this grant.

3. **Agreement Regarding Construction and Maintenance.**

a. **Construction.** All work to be completed in connection with the Easement Area shall be performed and completed by Grantee at its sole expense in a good and workmanlike manner, and subject to all construction rules and regulations of the Town.

117 North Jefferson Street, Suite 301
Chicago, Illinois 60661

If to Grantor: Town of Munster
c/o Town Manager
1005 Ridge Rd.,
Munster, IN 46321

With a copy to:

Town of Munster
c/o Clerk-Treasurer
1005 Ridge Road
Munster, IN 46321

Upon at least two (2) business days' prior written notice, any of the parties identified above shall have the right to change its address to any other address.

This Document is the property of Lake County Recorder.
8. Governing Law; Complete Agreement. The laws of the State of Indiana shall govern the interpretation and enforcement of the terms and provisions of this Agreement. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof.

9. Amendment, Modification or Termination. This Agreement shall not be amended, altered or modified except by a document in writing, executed and acknowledged by the parties hereto and recorded with the Recorder of Deeds of Lake County, Indiana. Any amendments or modifications hereof, including any extensions and renewals hereof, whenever made, shall be superior to any and all liens, to the same extent as this Agreement as if such amendments or modifications had been executed concurrently herewith.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

11. Recording. The parties hereto shall record this instrument with the Recorder of Lake County, Indiana against the Grantor Parcel and the Grantee Parcel.

[Signature Page and Acknowledgments Follow]

IN WITNESS WHEREOF, this Access Roadway Easement Agreement has been entered into as of the date first above written.

Grantor:

Grantor:

TOWN OF MUNSTER, LAKE COUNTY, INDIANA,
a municipal corporation,

By: *Duffin Anderson*
Name: Duffin Anderson
Its: Town Manager

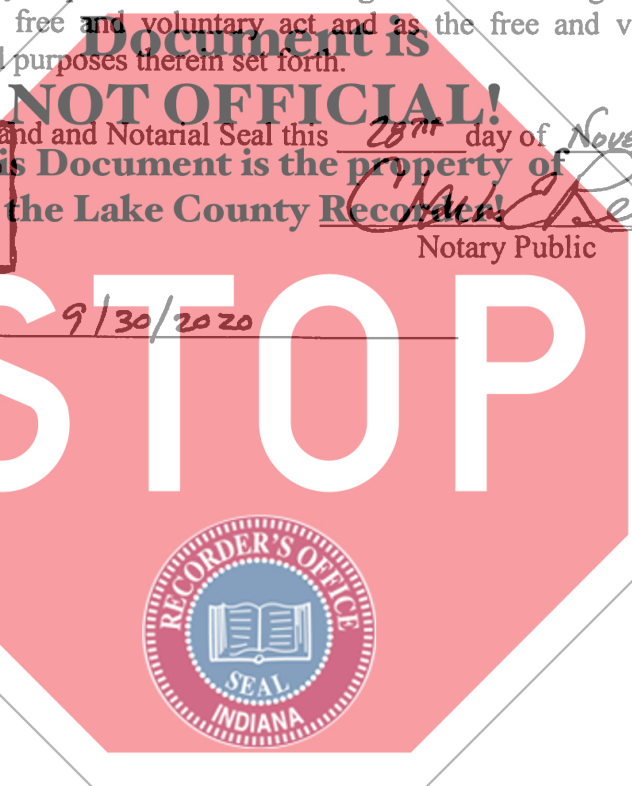
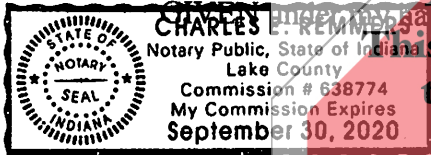
Grantee:



ACKNOWLEDGMENTS

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

I, CHARLES E. REMMERS, a notary public in and for said county, in the state aforesaid, do hereby certify that NICHOLAS FLOYD, the _____, of the Town of Munster, Indiana, a municipal corporation, who is personally known to me to be the same person whose name is subscribed in the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.



and Notarial Seal this 28th day of NOVEMBER, 2016.
Charles E. Remmers
Notary Public

My Commission Expires: 9/30/2020

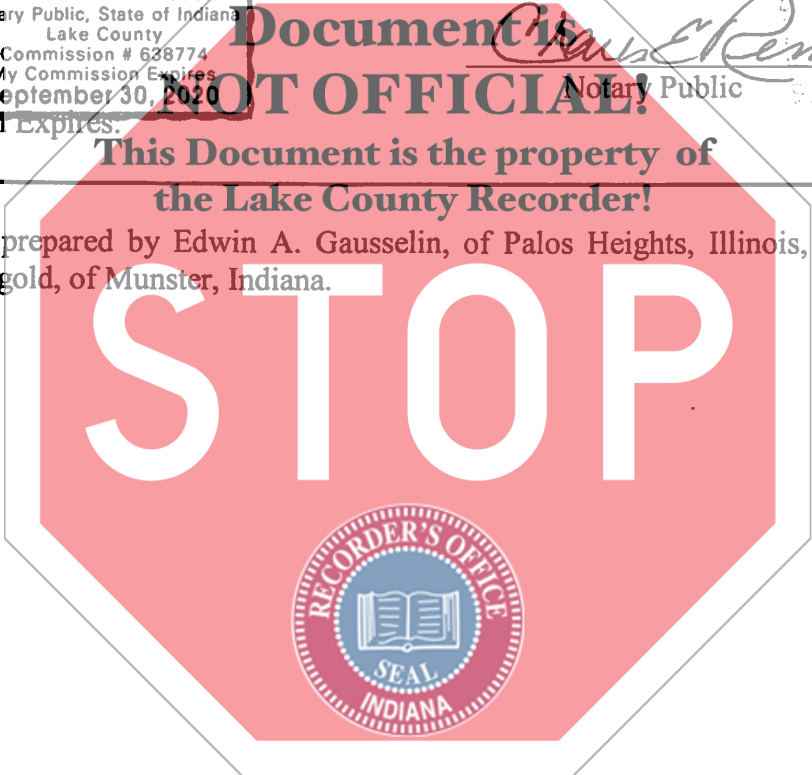
STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

I, CHARLES E. REMMERS, a notary public in and for said county, in the state aforesaid, do hereby certify that NICHOLAS FLOYD, the President of Floyds Concern, LLC, an Indiana limited liability company, who is personally known to me to be the same person whose name is subscribed in the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.



Notarial Seal this 20th day of NOVEMBER, 2016.
Charles E. Remmers
Notary Public

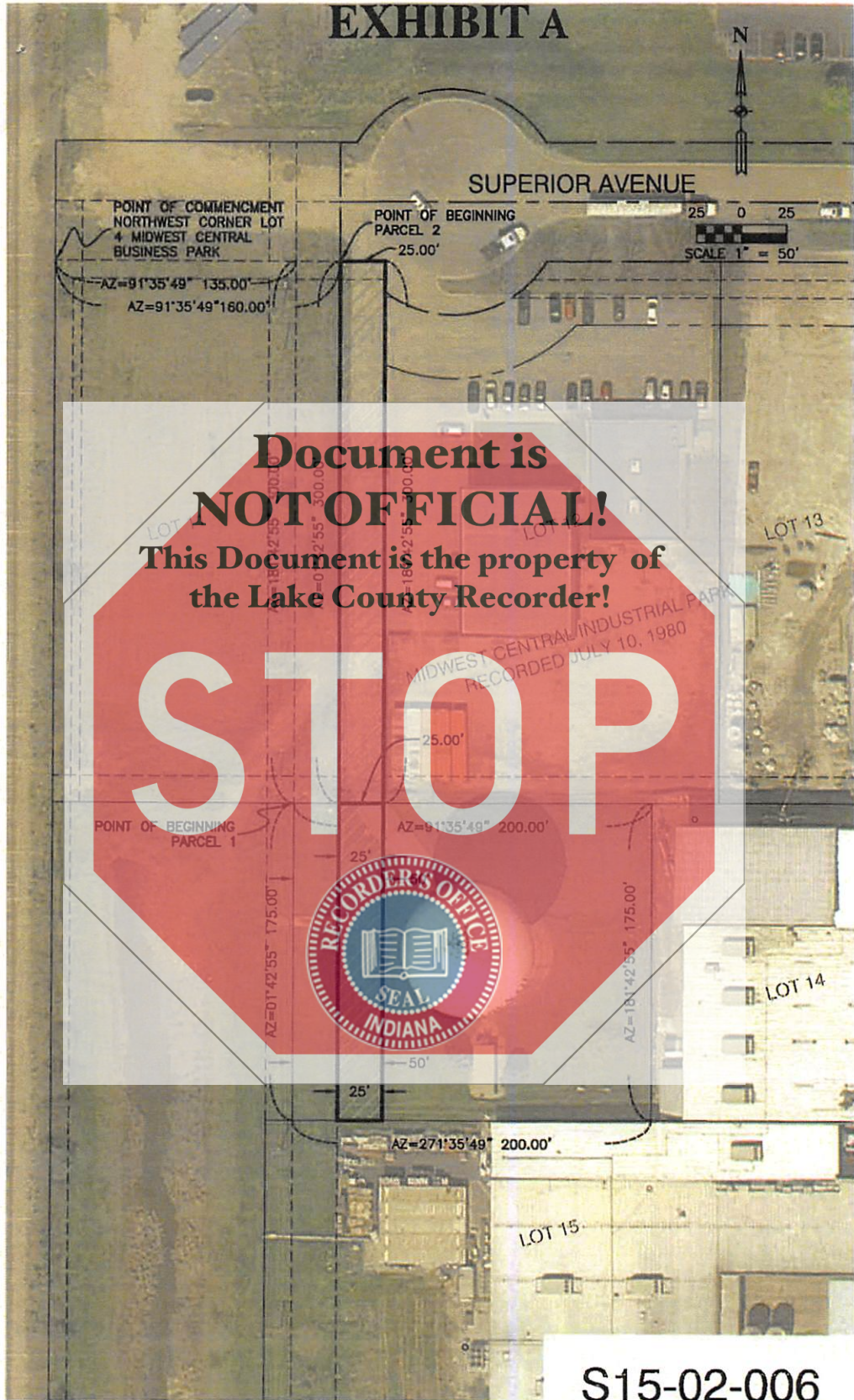
My Commission Expires:



This document prepared by Edwin A. Gausselin, of Palos Heights, Illinois, and reviewed by Eugene M. Feingold, of Munster, Indiana.

2017 09 20 10 28

EXHIBIT A



S15-02-006

EXHIBIT B

Legal Description

Part of Section 36, Township 36 North, Range 10 West of the Second Principal Meridian, Lake County, Indiana, being the east 25.00 feet of the west 50.00 feet of that parcel of real estate described as "Parcel 1" conveyed from A. L. & C. Realty Holdings Corporation to the Town of Munster, Indiana in Special Warranty Corporate Deed recorded June 4, 1979 as instrument number 531535 and being more particularly described as follows:

Part of Block 4, Midwest Central Business Park to the Town of Munster, as shown in Plat Book 45, Page 29, in Lake County, Indiana, described as follows:

Commencing at the northwest corner of Block 4 in Midwest Central Business Park, being a subdivision recorded as Document No. 292873; thence east along the north line of said Block 4 (on an azimuth of 91 degrees 35 minutes 49 seconds), a distance of 135.00 feet; thence south parallel to the west line of said Block 4 (on an azimuth of 181 degrees 42 minutes 55 seconds), a distance of 300.00 feet for the Point of Beginning; thence east along a line parallel with the north line of said Block 4 (on an azimuth of 91 degrees 35 minutes 49 seconds), a distance of 200.00 feet; thence south along a line parallel to the west line of said Block 4 (on an azimuth of 181 degrees 42 minutes 55 seconds), a distance of 175.00 feet; thence west along a line parallel to the north line of said Block 4 (on an azimuth of 271 degrees 35 minutes 49 seconds), a distance of 200.00 feet; thence north along a line parallel with the west line of said Block 4 (on an azimuth of 1 degree 42 minutes 55 seconds) a distance of 175.00 feet to the Point of Beginning.

together with

Part of Section 36, Township 36 North, Range 10 West of the Second Principal Meridian, Lake County, Indiana, being all of that parcel of real estate described as "Parcel 2" conveyed from A. L. & C. Realty Holdings Corporation to the Town of Munster, Indiana in Special Warranty Corporate Deed recorded June 4, 1979 as instrument number 531535 and being more particularly described as follows:

Commencing at the northwest corner of Block 4 in Midwest Central Business Park, being a subdivision recorded as Document No. 292873; thence east along the north line of said Block 4 (on an azimuth of 91 degrees 35 minutes 49 seconds), a distance of 160.00 feet to the Point of Beginning; thence continuing along the north line of said Block 4 a distance of 25.00 feet; thence south along a line parallel to the west line of said Block 4 (on an azimuth of 181 degrees 42 minutes 55 seconds), a distance of 300.00 feet; thence west along a line parallel to the north line of said Block 4 (on an azimuth of 271 degrees 35 minutes 49 seconds), a distance of 25.00 feet; thence north along a line parallel to the west line of said Block 4 (on an azimuth of 1 degree 42 minutes 55 seconds), a distance of 300.00 feet to the Point of Beginning.