

**CROSS-EASEMENT AGREEMENT**

1603454cm

THIS CROSS-EASEMENT AGREEMENT, ("Agreement"), is made and entered into this 30 day of January, 2017, by and between American Community Bank of Indiana and Indiana Chartered Commercial Banking Institution, the title holder of a certain parcel of real property commonly known as 11275 Broadway, Crown Point, Indiana 46307, (Parcel I.D. #45-15-10-151-007.000-042) (hereinafter collectively referred to as "American"), and L.R.D.M. Ventures, LLC, ("hereinafter referred to as LRDM"), an Indiana Limited Liability Company, the title holder of a certain parcel of real property commonly known as 11273 Broadway, Crown Point, Indiana 46307 (Parcel I.D. #45-16-10-151-006.000-042), collectively the "Parties."

2017 008092

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

WITNESSETH:

WHEREAS, in order to promote ease of vehicular and pedestrian traffic flow and convenience of American and LRDM customers, guests and employees, the Parties desire to have ingress and egress over and across certain areas of each and the other's adjoining property, the adequate consideration for which is acknowledged by the Parties.

WHEREAS, American's property, over which LRDM desires an access and driveway easement, is legally described as contained on Exhibit A, attached hereto and made a part hereof.

WHEREAS, LRDM's property, over which American desires an access and driveway easement, is legally described as contained on Exhibit B, attached hereto and made a part hereof.

NOW, THEREFORE, IT IS AGREED as follows:

- Creation of Easements.** AMERICAN hereby grants and conveys to LRDM a non-exclusive, perpetual easement for vehicular and pedestrian traffic and vehicular parking over and across the Real Estate set forth as Description 2 in Exhibit A and the Southern driveway access

FILED

NO SALES DISCLOSURE NEEDED

FEB 03 2017

Approved Assessor's Office

JOHN B. PETALAS  
LAKE COUNTY AUDITOR

*[Signature]*

CHICAGO TITLE INSURANCE COMPANY

2017 FEB -6 AM 10:50  
MICHAEL B. BRADY  
RECORDER

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2

22 - non  
CMR

00654

1820501682

point located along 113<sup>th</sup> Avenue, to provide access between 113<sup>th</sup> Avenue and LRDM's real property.

LRDM hereby grants and conveys to AMERICAN a non-exclusive, perpetual easement for vehicular and pedestrian traffic over and across the Real Estate set forth as Description #1 in Exhibit A and the Western driveway access point located along Broadway, to provide access between Broadway and American's real property.

2. **Term.** The term of these easements shall be perpetual.

3. **Taxes and Assessments.** American shall pay all taxes and assessments imposed on Description 2 in Exhibit A, and LRDM shall pay all taxes and assessments imposed on Description 1 in Exhibit A.

4. **Unobstructed Boundary.** American and LRDM, for themselves, their successors and assigns, agree that neither of them will fence the common boundary between 11275 Broadway, Crown Point, Indiana 46307, (Parcel I.D. #45-15-10-151-007.000-042), and 11273 Broadway, Crown Point, Indiana 46307 (Parcel I.D. #45-16-10-151-006.000-042) nor otherwise obstruct the paved area and drives.

5. **Future Driveway and Parking Construction.** LRDM and American agree that LRDM has the right to construct an additional driveway extension and parking facility from the 113<sup>th</sup> Avenue access point from South to North over and across Exhibit A as noted by Description 3 in Exhibit A. The parking facility, if constructed, shall be for the exclusive and sole use and benefit of LRDM.

5. **Running of Benefits and Burdens.** All provisions of these easements, including the benefits and burdens, run with the land and are binding upon and shall inure to the

benefit of the heirs, personal representatives, grantees, successors and assigns of the parties hereto.

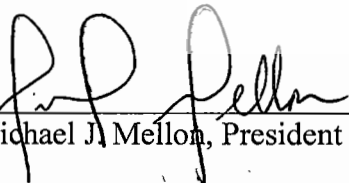
6. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Indiana.

7. **Binding Effect of this Agreement.** This Agreement constitutes the entire agreement between the parties. No subsequent alterations, amendments or additions shall be binding upon American or LRDM until reduced to writing and signed by persons duly authorized by the parties.

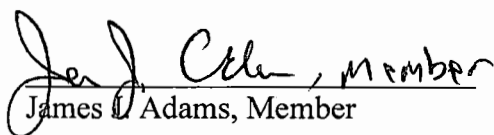
8. **Partial Invalidity.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement this 3 day of January, 2017.

AMERICAN COMMUNITY BANK OF INDIANA

  
Michael J. Mellon, President

LRDM Ventures, LLC:

  
James D. Adams, Member



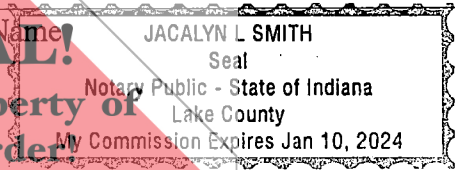
STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30 day of January, 2017, personally appeared Michael Mellon, President of American Community Bank of Indiana, and acknowledged the execution of the above and foregoing Easement Agreement to be his voluntary act and deed.

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature Notary Public

My Commission Expires: \_\_\_\_\_  
Resident of \_\_\_\_\_ County, \_\_\_\_\_

**Document is NOT OFFICIAL!**  
**This Document is the property of the Lake County Recorder!**



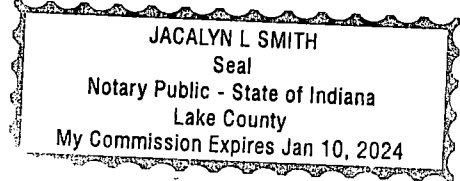
STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30 day of January, 2017, personally appeared James J. Adams, a Member of L.R.D.M. Ventures, LLC, and acknowledged the execution of the above and foregoing Easement Agreement to be his voluntary act and deed.



*[Handwritten Signature]*  
\_\_\_\_\_  
Signature Notary Public

My Commission Expires: \_\_\_\_\_  
Resident of \_\_\_\_\_ County, \_\_\_\_\_



*Instrument prepared by: Atty John Reed*

# Exhibit A

## Description #1

Description of an Ingress Egress Easement across Lot 1, Calumet Financial Plaza Commercial Subdivision for the benefit of Lot 2.

Description: Being an ingress egress easement across Lot 1, Calumet Financial Plaza Commercial Subdivision as shown in Plat Book 97 page 63 in the Office of the Recorder of Lake County, Indiana and being more particularly described as follows: Commencing at the Northwest corner of said Lot 1; thence South 00 degrees 06 minutes 26 seconds West, along the West line of said Lot 1, a distance of 8.85 feet, to the point of beginning of this description; thence South 89 degrees 08 minutes 35 seconds East, a distance of 18.34 feet, to a point of curve; thence Southeasterly on a curve which is concave to the Southwest, having a radius of 41.50 feet (the chord of which bears South 44 degrees 30 minutes 51 seconds East, a chord distance of 58.31 feet), an arc distance of 64.65 feet; thence south 00 degrees 06 minutes 53 seconds West a distance of 114.03 feet, to the South line of said Lot 1; thence North 89 degrees 45 minutes 36 seconds East, along said South line of Lot 1, a distance of 25.00 feet; thence North 00 degrees 06 minutes 53 seconds East, a distance of 114.18 feet, to a point of curve; thence Northwesterly on a curve which is concave to the Southwest, having a radius of 15.00 feet (the chord of which bears North 44 degrees 49 minutes 01 seconds West, a chord distance of 21.28 feet), an arc distance of 23.65 feet; thence North 89 degrees 08 minutes 35 seconds West, a distance of 18.02 feet, to the West line of said of Lot 1, thence North 00 degrees 06 minutes 26 seconds East, along said West line of Lot 1, a distance of 25.00 feet, to the point of beginning of the description.

**Document is NOT OFFICIAL!**

**This Document is the property of the Lake County Recorder!**

Being an Ingress Egress Easement across Lot 2, Calumet Financial Plaza Commercial Subdivision for the benefit of Lot 1.

Description: Commencing at the Northwest corner of Lot 2, Calumet Financial Plaza Commercial Subdivision as shown in Plat Book 97 page 63 in the Office of the Recorder of Lake County, Indiana; thence North 89 degrees 45 minutes 36 seconds East, along the North line of said Lot 2, a distance of 34.28 feet, to the point of beginning; thence continuing North 89 degrees 45 minutes 36 seconds East, along North line of said Lot 2, a distance of 25.00 feet; thence South 00 degrees 06 minutes 53 seconds West, a distance of 18.77 feet; thence South 15 degrees 34 minutes 52 seconds East, a distance of 26.57 feet; thence South 22 degrees 01 minutes 57 seconds East, a distance of 91.63 feet; thence South 89 degrees 59 minutes 39 seconds East, a distance of 55.67 feet; thence North 86 degrees 34 minutes 04 seconds East, a distance of 78.86 feet; thence South 89 degrees 38 minutes 23 seconds East, a distance of 53.77 feet; thence North 00 degrees 21 minutes 37 seconds East, a distance of 125.66 feet, to the North line of said Lot 2; thence North 89 degrees 45 minutes 36 seconds East, along the North line of said Lot 2, a distance of 25.00 feet, thence South 00 degrees 21 minutes 37 seconds West, to the South line of said Lot 2, a distance of 25.00 feet; thence North 00 degrees 21 minutes 37 seconds East, a distance of 19.62 feet, to a point of curve; thence Northwesterly along a curve which is concave to the Southwest, having a radius of 15.00 feet (the chord of which bears North 44 degrees 49 minutes 01 seconds West, a chord distance of 21.28 feet), an arc distance of 23.65 feet; thence South 89 degrees 59 minutes and 39 seconds East, a distance of 139.72 feet; thence North 22 degrees 01 minutes 57 seconds West, a distance of 109.89 feet; thence North 15 degrees 34 minutes 52 seconds West, a distance of 31.42 feet; thence North 00 degrees 06 minutes 53 seconds East, a distance of 21.06 feet, to the point of beginning of this description.

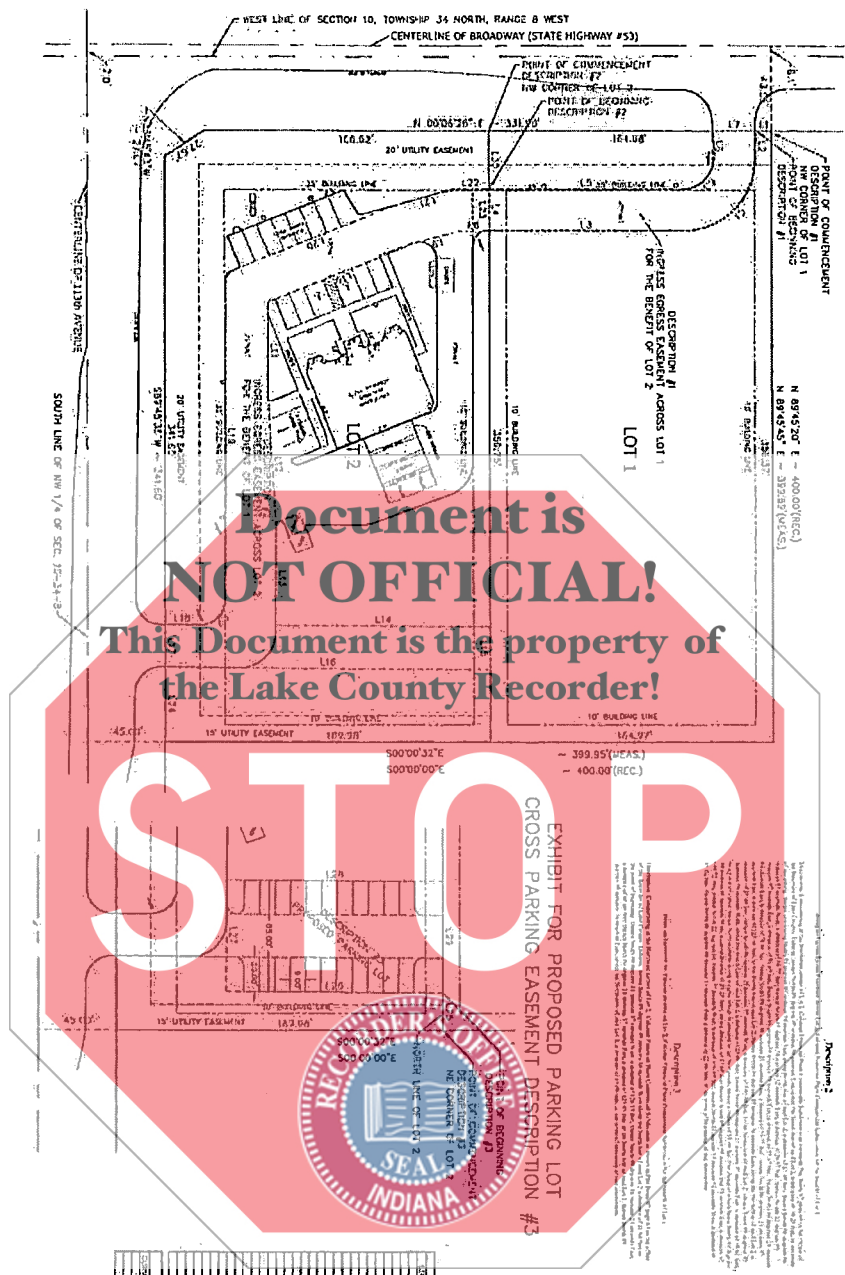
Description #3

Being an Easement for Parking located on Lot 2, Calumet Financial Plaza Commercial Subdivision for the benefit of Lot 1.

Description: Commencing at the Northeast corner of Lot 2, Calumet Financial Plaza Commercial Subdivision as shown in Plat Book 97 page 63 in the office of the Recorder of Lake County, Indiana; thence South 89 degrees 45 minutes 36 seconds West along the North line of said Lot 2 a distance of 21.94 feet to the point of beginning; thence South 00 degrees 21 minutes 37 seconds West, a distance of 126.13 feet; thence South 89 degrees 38 minutes 23 seconds East, a distance of 65.00 feet; thence North 00 degrees 21 minutes 37 seconds East, a distance of 125.45 feet, to the North line of said Lot 2, thence North 89 degrees 45 minutes 36 seconds East, along the North line of said Lot 2, a distance of 65.00 feet, to the point of beginning of this description.



EXHIBIT FOR INGRESS EGRESS EASEMENT DESCRIPTIONS #1 AND #2

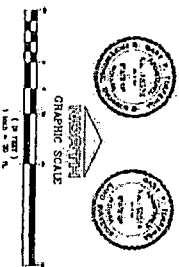


**Document is NOT OFFICIAL!**  
 This Document is the property of the Lake County Recorder!

**STOP**  
 EXHIBIT FOR PROPOSED PARKING LOT  
 CROSS PARKING EASEMENT DESCRIPTION #3



PREPARED FOR:  
 Mr. John Reed  
 Abundant Asset & Risk  
 200 Rural Street  
 Hammond, IN 46320  
 Mr. David Westlund  
 Westlund, Kruger & Bernal, P.C.  
 1400 West 10th Street, Suite 200  
 Schererville, IN 46375



NO.	DESCRIPTION	AREA
1	LOT 1	1.00
2	LOT 2	1.00
3	LOT 3	1.00
4	LOT 4	1.00
5	LOT 5	1.00
6	LOT 6	1.00
7	LOT 7	1.00
8	LOT 8	1.00
9	LOT 9	1.00
10	LOT 10	1.00
11	LOT 11	1.00
12	LOT 12	1.00
13	LOT 13	1.00
14	LOT 14	1.00
15	LOT 15	1.00
16	LOT 16	1.00
17	LOT 17	1.00
18	LOT 18	1.00
19	LOT 19	1.00
20	LOT 20	1.00
21	LOT 21	1.00
22	LOT 22	1.00
23	LOT 23	1.00
24	LOT 24	1.00
25	LOT 25	1.00
26	LOT 26	1.00
27	LOT 27	1.00
28	LOT 28	1.00
29	LOT 29	1.00
30	LOT 30	1.00
31	LOT 31	1.00
32	LOT 32	1.00
33	LOT 33	1.00
34	LOT 34	1.00
35	LOT 35	1.00
36	LOT 36	1.00
37	LOT 37	1.00
38	LOT 38	1.00
39	LOT 39	1.00
40	LOT 40	1.00
41	LOT 41	1.00
42	LOT 42	1.00
43	LOT 43	1.00
44	LOT 44	1.00
45	LOT 45	1.00
46	LOT 46	1.00
47	LOT 47	1.00
48	LOT 48	1.00
49	LOT 49	1.00
50	LOT 50	1.00

CURVEY  
 Mr. John Reed  
 Mr. David Westlund  
 SHEET  
 1 OF 1  
 SCALE: 1"=20'

EXHIBIT FOR INGRESS & EGRESS EASEMENTS  
 11275 BROADWAY, CROWN PT., IN

TORRENGA ENGINEERING, INC.  
 CONSULTING ENGINEERS & LAND SURVEYORS  
 907 RIDGE ROAD, MUNSTER, INDIANA 46321  
 Tel. No.: (219) 636-8918 website: www.torrengea.com

