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MICHAEL B. BROWN  
RECORDER

### EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made as of January 29, 2008, by **LUKE LAND, LLC**, an Indiana limited liability company ("Grantor"), and **RONALD AUSTGEN**, as Trustee of the Ronald Austgen Revocable Trust dated November 1, 2001 ("Grantee"). The parties state as follows:

A. Grantor currently owns:

Lot 2 in Resubdivision of Lot 1 Coe's Corner Unit No. One, as per plat thereof, recorded in Plat Book 102, page 37, in the Office of the recorder of Lake County, Indiana

(the "Retained Parcel"), and the following parcel:

Outlot 'A' in Resubdivision of Lot 1 Coe's Corner Unit No. One, as per plat thereof, recorded in Plat Book 102, page 37, in the Office of the recorder of Lake County, Indiana

(the "Pond Parcel").

B. Grantor and Grantee further acknowledge that, as of the date hereof, Grantor has conveyed or will convey to Grantee the following parcel:

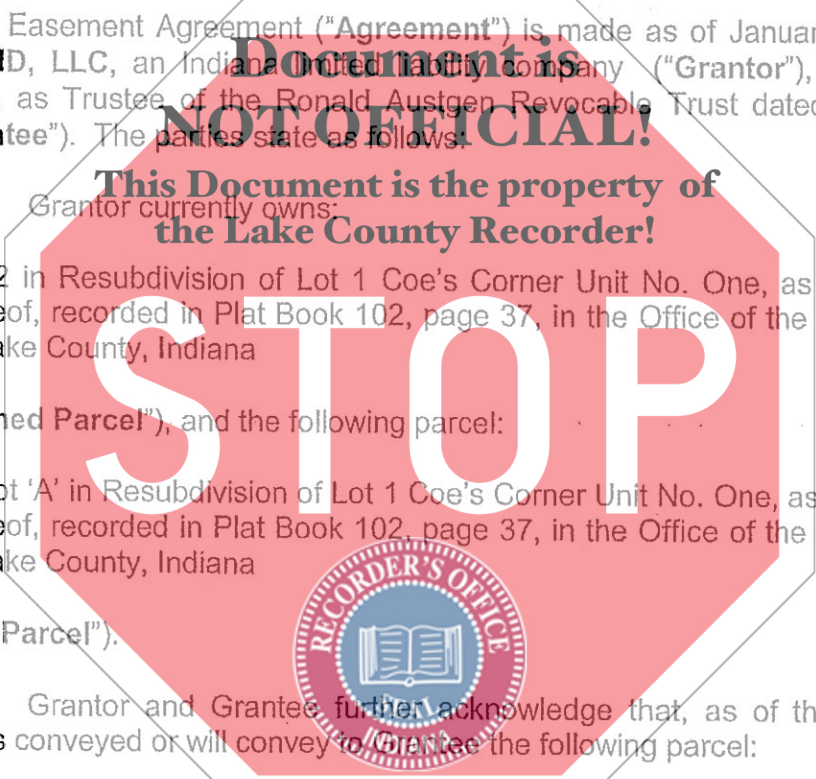
Lot 1 in Resubdivision of Lot 1 Coe's Corner Unit No. One, as per plat thereof, recorded in Plat Book 102, page 37, in the Office of the recorder of Lake County, Indiana

(the "Transfer Parcel").

Grantor and Grantee hereby agree as follows:

**Section 1. Definitions.**

(a) **Owner.** An "Owner" of a Parcel is the person or entity which holds fee title to a Parcel. An Owner hereunder will include individuals and entities which hold fee title to all or to any portion of any of the Parcels.



**FILED**

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JOHN E. PETALAS  
LAKE COUNTY AUDITOR

Handwritten initials: CS, 25, 20, 20

(b) **Parcel.** A "Parcel" will mean the Retained Parcel, the Transfer Parcel, the Pond Parcel or any portion of any such parcel that is separately owned.

**Section 2. Maintenance of Roadway Parcel.**

(a) **Construction.** All entries onto the 34-foot access easement parcel (the "Roadway Parcel") situated on the northern portion of the Retained Parcel and the southern portion of the Transfer Parcel, as designated on the Resubdivision of Lot 1 Coe's Corner Unit No. One, as per plat thereof, recorded in Plat Book 102, page 37, in the Office of the recorder of Lake County, Indiana (the "Plat"), for the construction, installation, inspection, maintenance, repair, testing, and replacement of any roadway and/or walkway will be conducted in a manner so as to reasonably minimize interference with the use of the Retained Parcel and the Transfer Parcel. All roadways and walkways situated on the Roadway Parcel will, at all times, excepting only times during work thereon, which will be completed as quickly as reasonably possible, be maintained in a sightly condition, not inconsistent with the quality of the improvements on the Retained Parcel and the Transfer Parcel. All work on or with respect to the Roadway Parcel will be completed and maintained in a good and workmanlike manner.

(b) **Removal of Snow and Ice.** The Owners of the Retained Parcel and the Transfer Parcel will make mutually-acceptable arrangements for the removal of snow and ice from all roadways and walkways situated on the Roadway Parcel.

(c) **Notice of Work.** Prior to any entries onto the Roadway Parcel for the purpose of performing work pursuant to this Agreement (other than the removal of snow and ice), the party wishing to perform such work will make reasonable efforts to notify in writing all other Owners at least thirty (30) days prior to commencing such work.

(d) **Insurance.** The Owners will purchase and keep in force such insurance as they reasonably deem necessary or desirable with respect to the Roadway Parcel. Each of the Owners will, to the extent practicable, be named insureds under such insurance policies.

(e) **Costs of Construction, Maintenance, and Insurance of Roadway.** The parties agree that all Owners with respect to the Retained Parcel will pay one-half of all reasonable costs of the removal of snow and ice, and the construction, installation, inspection, maintenance, repair, testing, and replacement of any roadway and/or walkway on the Roadway Parcel, and all Owners with respect to the Transfer Parcel will pay one-half of all such reasonable costs.

(f) **Real Estate Taxes and Assessments.** All real estate taxes and assessments with respect to the Roadway Parcel and the improvements thereon (if any) will be paid by the Owners to the extent the Roadway Parcel and improvements thereon are situated on their respective lands.

**Section 3. Maintenance of Drainage Parcel.**

(a) **Construction.** All entries onto the Pond Parcel and/or the portion of the Retained Parcel designated on the Plat as constituting a drainage/utility easement area (collectively, the "Detention Parcel"), for the construction, installation, inspection, maintenance, repair, testing, and replacement of any facilities for the retention, detention and conveyance of storm and surface waters and melted snow and ice will be conducted in a manner so as to reasonably minimize interference with the use of the Retained Parcel and the Transfer Parcel. All retention, detention and drainage facilities situated on the Drainage Parcel will, at all times, excepting only times during work thereon, which will be completed as quickly as reasonably possible, be maintained in a slightly condition, not inconsistent with the quality of the improvements on the Retained Parcel and the Transfer Parcel. All work on or with respect to the Drainage Parcel will be completed and maintained in a good and workmanlike manner.

(b) **Notice of Work.** Prior to any entry onto the Drainage Parcel for the purpose of performing work pursuant to this Agreement, the party wishing to perform such work will make reasonable efforts to notify in writing all other Owners at least thirty (30) days prior to commencing such work.

(c) **Insurance.** The Owners will purchase and keep in force such insurance as they reasonably deem necessary or desirable with respect to the Drainage Parcel. Each of the Owners will, to the extent practicable, be named insureds under such insurance policies.

(d) **Costs of Construction, Maintenance, and Insurance of Drainage Facilities.** The parties agree that all Owners with respect to the Retained Parcel will pay one-half of all reasonable costs of the construction, installation, inspection, maintenance, repair, testing, and replacement of any retention, detention and/or drainage facilities on the Drainage Parcel, and all Owners with respect to the Transfer Parcel will pay one-half of all such reasonable costs.

(e) **Real Estate Taxes and Assessments.** All real estate taxes and assessments with respect to the Pond Parcel, and the improvements thereon (if any), will be equally paid by the Owners with respect to the Retained Parcel and the Owners with respect to the Transfer Parcel.

**Section 4. Agreements Run with the Land.** The agreements and undertakings provided in this Agreement will perpetual, running with the Retained Parcel, the Transfer Parcel and the Pond Parcel and all parts thereof, for the benefit of the parties hereto and their respective successors, assigns, agents, employees, tenants, and invitees. The obligations of the various Owners under this Agreement will run with the land and accrue to any person or entity which may become an Owner hereunder. The acceptance of title to any one or more of the Parcels will be deemed for all purposes to constitute an agreement to perform all items required hereunder.

**Section 5. Damage to Improvements.** If any portion of the Roadway Parcel and/or the Drainage Parcel is damaged (other than wear and tear from normal use, excluding construction activities) and such damage is caused by the negligence or wrongful act of any Owner or any employee, agent, tenant, contractor, or invitee thereof, such Owner will directly pay or will reimburse the other Owners for all costs incurred in repairing such damage.

**Section 6. Responsibilities for Performance and Payment.** The construction, maintenance, repair, and insurance obligations specified in this Agreement may be performed by all Owners acting collectively, as they may agree from time to time or, if the Owners do not so agree, by any one or more of the Owners acting in good faith.

**Section 7. Miscellaneous Provisions.**

(a) **Severability of Provisions.** If any paragraph, section, sentence, clause or phrase of this Agreement is or becomes illegal, null or void for any reason or will be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses, or phrases of this Agreement will continue in full force and effect and will not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses or phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases will become or be illegal, null or void.

(b) **No Waiver.** The failure of any Owner to enforce any provision herein contained will in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision.

(c) **Successors.** Every person who now or hereafter owns or acquires any right, title or interest in or to any one or more of the Parcels, or any right to possess or occupy any premises situated therein, is and will be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such interest or right. If any portion of the Parcels is acquired in lieu of foreclosure, or under the provisions of any deed of trust in the nature of a mortgage, or is sold under foreclosure of any mortgage, or under any judicial sale, any purchaser at such sale, its grantees, personal representatives, successors, and assigns will hold any such portion of the Parcels subject to all the covenants, liens and other provisions of this Agreement.

(d) **Notice.** Any notice required or permitted to be given under this Agreement will be in writing and will be deemed to have been properly served when: (i) delivered by overnight or other courier; or (ii) two (2) days after deposit in the United States mail, certified, return receipt requested, postage prepaid, addressed to an

Owner at the Owner's last known address (which may include the address of such Owner's Parcel).

(e) **Titles**. The titles, headings and captions which have been used throughout this Agreement are for convenience only and are not be used in construing this Agreement or any part thereof.

(f) **Owner's Liability Subsequent to Sale**. Upon the sale or transfer of a Parcel, the Owner so selling or transferring will not have any liability for the obligations thereon created by this Agreement which accrue against the Parcel or portion thereof sold or transferred after the date of the conveyance, provided, however, that nothing herein will be construed so as to relieve an Owner from any liabilities or obligations incurred prior to such sale or transfer pursuant to this Agreement.

(g) **Singular and Plural**. Words used herein, regardless of the number and gender specifically used, will be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.




[Signatures appear on the following pages.]

IN WITNESS WHEREOF, Grantor has caused this Easement Agreement to be executed by its duly authorized Manager as of January 29, 2008.

Grantor:

LUKE LAND, LLC, an Indiana limited liability company

By:   
Thomas M. Collins, II, Manager

STATE OF INDIANA )

**Document is NOT OFFICIAL!**

COUNTY OF LAKE )


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

BEFORE ME, the undersigned, a Notary Public, on January 29, 2008, personally appeared Thomas M. Collins, II, personally known to me to be the same person whose name is subscribed to the foregoing Easement Agreement as Manager of Luke Land, LLC, and being first duly sworn by me upon oath, acknowledged that he has read and understands the foregoing and that he has affixed his name to and delivered the foregoing as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

STACEY FRIGGE  
Lake County  
My Commission Expires  
January 16, 2016



, Notary Public

My Commission Expires: 01-15-16

County of Residence: Lake

Grantee:

Ronald Austgen Trustee  
Ronald Austgen, as Trustee of  
the Ronald Austgen Revocable Trust dated  
November 1, 2001

STATE OF INDIANA )

COUNTY OF LAKE )

SS:

**Document is**

**NOT OFFICIAL!**

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the Lake County Recorder**

**BEFORE ME**, the undersigned, a Notary Public, on January 29, 2008, personally appeared Ronald Austgen, personally known to me to be the same person whose name is subscribed to the foregoing Easement Agreement as Trustee of the Ronald Austgen Revocable Trust dated November 1, 2001, and being first duly sworn by me upon oath, acknowledged that he has read and understands the foregoing and that he has affixed his name to and delivered the foregoing as his own free and voluntary act and as the free and voluntary act of said trust for the uses and purposes therein set forth.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my official seal.



Stacey Prigge  
Notary Public

My Commission Expires: 01-15-14 County of Residence: Lake

*This instrument was prepared by:* Demetri J. Retson  
Genetos Retson Yoon & Molina LLP  
8585 Broadway, Suite 480  
Merrillville, Indiana 46410  
219-755-0400  
fax: 219-755-0410

*The foregoing preparer states as follows:*

*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.*