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2019 063098

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2019 SEP 18 AM 9:31

MICHAEL B. BROWN
RECORDER

PREPARED BY/AFTER RECORDING, RETURN TO:

Kumar, Prabhu, Patel & Banerjee, LLC
Attn: Kirtan Patel
990 Hammond Drive NE
One Lakeside Commons, Suite 800
Atlanta, Georgia 30328
KPPB File No. 4847.003

STATE OF INDIANA
COUNTY OF ~~LAKE~~

**Document is
NOT OFFICIAL!**

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

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into as of this 04 day of September, 2019, by and between **HACHU NWI LLC**, an Indiana limited liability company (the "Grantor") and **HOOSIER HOTEL PROPERTIES II LLC**, an Indiana limited liability company (the "Grantee" together with Grantor, the "Parties").

WITNESSETH:

WHEREAS, Grantor is the owner of a certain parcel of land lying and being in Lake County, Indiana and being more particularly described on Exhibit "A" attached hereto (the "Grantor Property");

WHEREAS, Grantee is the owner of a certain parcel of land in Lake County, Indiana and being more particularly described on Exhibit "B" attached hereto (the "Grantee Property" together with Grantor Property, the "Properties");

WHEREAS, Grantor desires to grant a storm water drainage and detention easement on Grantor's Property as described herein to Grantee for the benefit of Grantee Property; and

NOW, THEREFORE, for and in consideration of the foregoing, Ten Dollars (\$10.00), the agreements contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Notice. This Agreement is executed and is to be recorded in the Office of the Recorder of Lake County, Indiana for the purpose of giving record notice of the existence of this Agreement.

SEP 17 2019

DISCLOSURE NEEDED

**JOHN E. PETALAS
LAKE COUNTY AUDITOR**

Approved Assessor's Office

By: WT

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2. Drainage and Detention Easement. Grantor hereby grants to Grantee for the benefit of the Grantee Property a perpetual non-exclusive storm water drainage and detention easement for storm water emanating on the Grantee Property and flowing over, across, upon, under and through the Grantor Property by way of the existing facilities currently located on the Grantee Property and labeled as "ST" being depicted in Exhibit "C" attached hereto and incorporated herein by reference, and into that that certain portion of land on the Grantor Property labeled as the "Drainage & Detention Easement" being depicted in Exhibit "C" (the "Drainage Easement"). The Drainage Easement shall be for the benefit of the Grantee Property, its owner, and its tenants, employees, agents, licensees, patrons, permittees, guests, invitees, successors, and assigns. Grantor shall be responsible for all maintenance, repair, replacement and operation costs and expenses relating to the Drainage Easement.

3. Assign. Parties and their successors and assigns agree to maintain in good condition and working order all of the improvements and facilities located on any portion of the respective property.

4. Rights and Obligations of Lenders. Any holder of a first lien on all or any portion of the respective property, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Agreement.

5. This Agreement shall inure to the benefit of and be binding upon the party hereto and its respective heirs, lessees, successors, assigns and all other persons acquiring any interest in said Properties. All of the provisions of this Agreement shall be perpetual and run with the land pursuant to Georgia law.

6. Miscellaneous.

(a) If any provision of this Agreement or portion thereof, or the application thereof to any person or circumstance, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.

(c) The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement nor in way affect the terms and provisions hereof.

(d) This Agreement may only be amended, modified or terminated by an instrument in writing, executed and acknowledged by Grantor and Grantee and their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated.

(e) Notwithstanding any other term or condition contained herein to the contrary, no breach or alleged breach of any provision of this Agreement shall under any circumstances cause a forfeiture, impairment, divestiture, diminution, or reversion of title to, or any interest in the easements granted herein or any property interest arising hereunder.

(f) Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below, or to such other addresses as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the third (3rd) day after the date of deposit in the United States Mail; and those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier.

TO GRANTOR:

HACHU NW LLC, an Indiana limited liability company
Attn: Amit Shah
10057 New Devon St.
Munster, IN 46321

TO GRANTEE:

HOOSIER HOTEL PROPERTIES II LLC, an Indiana limited liability company
Attn: Amit Shah
10057 New Devon St.
Munster, IN 46321

(g) The parties hereto acknowledge and agree that this Agreement may be executed in several counterparts, each of which shall be effective as and shall constitute an original instrument binding on the part of parties signing same. It shall not be necessary that each party execute all copies of this Agreement, provided that each party has executed at least one copy.

[Signature on Following Page]

[Grantor Signature Page to Easement Agreement Continued]

GRANTOR:

HACHU NWI LLC,
an Indiana limited liability company

By: [Signature] (SEAL)
Name: Amit Shel
Its: MANAGER



STATE OF INDIANA)
)
COUNTY OF LAKE)

ss:

KNOW ALL PRESENTS that before me, the undersigned notary, on this 4 day of September, 2019, personally appeared Amit Shel, known to me as the person who executed the foregoing Easement Agreement, who affirmed the foregoing signature as his own.



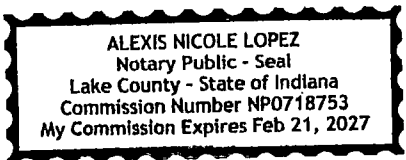
[Signature]
Notary Public

Alexis Nicole Lopez
Notary's Name Printed

My Commission Expires:

02/21/2027

Resident of LAKE County, State of Indiana.



[Signature on Following Page]

[Grantee Signature Page to Easement Agreement Continued]

HOOSIER HOTEL PROPERTIES II LLC,
an Indiana limited liability company

By: *Amit Shah* (SEAL)
Name: *Amit Shah*
Its: *Manager*



STATE OF INDIANA)

COUNTY OF LAKE)

KNOW ALL PRESENTS that before me, the undersigned notary, on this 4 day of September, 2019, personally appeared Amit Shah, known to me as the person who executed the foregoing Easement Agreement, who affirmed the foregoing signature as his own.

Alexis Nicole Lopez
Notary Public

Alexis Nicole Lopez
Notary's Name Printed

My Commission Expires:

02/21/2027

Resident of LAKE County, State of Indiana.

ALEXIS NICOLE LOPEZ
Notary Public - Seal
Lake County - State of Indiana
Commission Number NP0718753
My Commission Expires Feb 21, 2027

[Signature on Following Page]

EXHIBIT "A"

Legal Description of Grantor's Property

Lot 2 except the north 355 feet thereof, in resubdivision of Lot 3, First Resubdivision of Parcel 4 of Westlake Plaza, a subdivision in the Town of Merrillville, Lake County, Indiana, as per plat thereof, recorded in Plat Book 103, Page 51, in the Office of the Recorder of Lake County, Indiana, containing 1.84 acres, more or less.

Parcel ID No. 45-12-477-009,000-030



EXHIBIT "B"

Legal Description of Grantee's Property

The North 355 feet of Lot 2, in the Resubdivision of Lot 3, First Resubdivision of Parcel 4 Westlake Plaza, Town of Merrillville, Lake County, Indiana, as per Plat thereof recorded February 5, 2009 as Instrument No. 2009006651, in Plat Book 103, Page 51, in the Office of the Recorder of Lake County, Indiana.



EXHIBIT "C"

Depiction of Drainage Easement Area

