

DRIVEWAY AGREEMENT

WHEREAS, Hanover Farms, Inc., is the owner of a certain parcel of real estate commonly described as Wicker Avenue, Cedar Lake, Indiana 46303 ("Parcel A") and legally described as follows: See attached Exhibit "A" for legal description (45-15-17-476-007.000-014).

WHEREAS, Hanover Farms, Inc., desires to allow a Driveway Easement on a south west portion of Parcel A as is identified and depicted on the DVG Plat, which Plat is incorporated herein as "Exhibit B".

WHEREAS, the purpose of this Driveway Easement is to enable and allow access to the property known as parcel 45-15-17-300-004.000-013 ("Parcel B") (See attached Exhibit C for legal description.)

NOW THEREFORE, in consideration of the mutual benefits to the signators hereto, the parties do now agree as follows:

1. The owners of Parcel A grant to the owners of Parcel B an easement for ingress and egress over and across that part of Parcel A as is necessary for access to the property (Parcel B) and use of the driveway whose existence and intention of use is to enable ingress and egress for Parcel A and Parcel B.
2. Parties agree the location of the driveway shall at all times only be located within the area designated as Exhibit B, unless otherwise agreed to mutually in writing by the parties. Parties agree it shall be a curved driveway which runs from the street platted as Magoun Street to Parcel B, which shall be no wider than twenty four feet in width. Parties agree a retaining wall may be installed to enable a curved driveway to be developed. Parties agree soil may be reasonably extracted from the area within Exhibit B to enable materials as reasonably necessary to construct the driveway. Parties agree areas surrounding finished driveway shall be returned to a vegetative state upon conclusion of the driveway.
3. Parties agree the purpose of the driveway is to serve as ingress and egress for Parcel B.
4. **Maintenance and Development:** Parties agree Parcel B shall provide all necessary maintenance to maintain the driveway in good condition, including keeping same free of ice and snow in an industry standard behavior and reasonable time frame. This shall mean the cost to maintain the driveway free and clear of snow and ice. Parties agree that Parcel B shall provide any and all infrastructure and improvements necessary to construct a proper driveway in the location identified in the attached Exhibit B and as outlined above. Parties agree that the owner of Parcel B shall bear any and all costs of implementing and constructing a driveway, whether it is the underlying aggregate, concrete, or asphalt, including the costs of removal of trees or other brush. Parties agree that the Owner of Parcel B shall provide any

Parcel A Initials [Signature] / Parcel B Initials [Signature] [Signature]

25 Cash TS

GINA PIMENTEL  
RECORDER  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2021-034151  
9:52 AM 2021 Apr 27

# NOT AN OFFICIAL DOCUMENT

and all ongoing maintenance and maintain the greenspace adjacent to the proposed driveway in a clean condition.

- 5. **Liability/Indemnification:** Parties agree that they shall waive any and all claims against the other, by reason of use of the driveway, unless said damages are caused by intentional negligence by an involved party.
- 6. **Obstruction:** No party hereto shall erect any barrier or structure which shall in any way impede access or use of any of the signators hereto or their successors or assigns.
- 7. **Run With Land:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, assigns and successors in title, the parties hereto intending that this Agreement and the terms and conditions set forth herein shall run with the land.
- 8. **Dispute/Resolution:** Parties agree that should any dispute arise over the terms of this Agreement, before commencing any litigation, they shall first be required to mediate their differences with a mediator from Lake or Porter County, sharing said costs equally, before any litigation may be commenced, whose venue shall be Lake County, State of Indiana. Should a party issue a notice to commence mediation within thirty (30) days and the other party not consent to mediation, if the originating party is subsequently successful with litigation, they shall recoup all legal fees.

IN WITNESS WHEREOF, the below has executed this Agreement as of the 5<sup>th</sup> day of April, 2021.

[Signature]

Hanover Farms, LLC by Member, \_\_\_\_\_

STATE OF INDIANA )

) SS:

COUNTY OF LAKE )

Before me, the undersigned Notary Public, this 5<sup>th</sup> day of April, 2021, came Todd Ottnot, Member of Hanover Farms, LLC and acknowledged the execution of the above document.

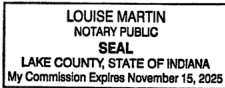
[Signature]

NOTARY PUBLIC

Notary Number:

My Commission Expires: 11-15-2025

County of Residence: Lake



Parcel A Initials JO / Parcel B Initials C.T.Z yml



# NOT AN OFFICIAL DOCUMENT

**Exhibit A**  
**TBD**

**Exhibit B**  
**Legal Description**

A 30 FOOT WIDE STRIP OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, SAID STRIP DESCRIBED AS FOLLOWS: COMMENCING AT A 5/8-INCH REBAR WITH BLUE PLASTIC CAP STAMPED "DVG TEAM INC FIRM NO. 0120" AT THE NORTHEAST CORNER OF A 3 ACRE PARCEL OF LAND SHOWN ON A PLAT OF SURVEY PREPARED BY DVG TEAM, INC., DATED APRIL 12, 2018, JOB NO. S18-8, SIGNED BY KENNETH D. GEMBALA, PLS REGISTRATION NUMBER S0568, SAID SURVEY RECORDED IN SURVEY BOOK 31, PAGE 84 AS DOCUMENT NUMBER 2018 023055 ON APRIL 12, 2018 IN THE RECORDER'S OFFICE OF SAID COUNTY, THENCE SOUTH 00 DEGREES 09 MINUTES 23 SECONDS EAST (BASIS OF BEARINGS IS PER SAID SURVEY), 175.09 FEET ALONG THE EAST LINE OF SAID 3 ACRE PARCEL TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 39 MINUTES 52 SECONDS EAST, 60.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 23 SECONDS EAST; 30.00 FEET MORE OR LESS, PARALLEL TO THE EAST LINE OF SAID 3 ACRE PARCEL TO THE SOUTH LINE OF SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 39 MINUTES 52 SECONDS WEST, 60.00 FEET ALONG SAID SOUTH LINE TO SAID EAST LINE OF SAID 3 ACRE PARCEL EXTENDED SOUTH; THENCE NORTH 00 DEGREES 09 MINUTES 23 SECONDS WEST, 30.00 FEET ALONG SAID EXTENSION AND SAID EAST LINE TO THE POINT OF BEGINNING, SAID STRIP CONTAINING 1,800 SQUARE FEET MORE OR LESS.

**Exhibit C**  
**Legal Description**

THREE ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION: THENCE NORTH 12 RODS; THENCE WEST 40 RODS; THENCE SOUTH 12 RODS; THENCE EAST 40 RODS TO THE PLACE OF BEGINNING.

Parcel A Initials JH / Parcel B Initials. 072