

NOT AN OFFICIAL DOCUMENT

GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2021-044390

8:59 AM 2021 Jun 28

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DECLARATION OF COMMON EASEMENTS AND USE RESTRICTIONS

This Declaration of Common Easements and Use Restrictions is made and entered into this 17th day of MAY, 2021 by and between Ray Newlin, Trustee of the Ray Newlin Revocable Trust dated March 6, 2009 and Barbara Newlin, Trustee of the Barbara Newlin Revocable Trust dated March 5, 2009, each with an undivided one-half (1/2) interest as tenants in common (herein after referred to as "Newlin") and the ASW Foundation Inc.(herein after referred to as "ASW").

Recitals

1. Newlin has this day transferred to ASW all right, title and interest in and to the following described parcel of real estate:

LOTS 5 AND 8, BLOCK 1, SOUTH BROADWAY LAND COMPANY'S FIFTH SOUTH BROADWAY ADDITION TO GARY, AS SHOWN IN PLAT BOOK 9, PAGE 2, IN LAKE COUNTY, INDIANA.

Lot 5 is a commercial building (herein after referred to as "buildings")
Lot 8 being a vacant parking area (herein after referred to as "parking").

2. That Newlin owns additional parcels of real estate described as:

LOTS 6, 7, 9 AND 10 SOUTH BROADWAY LAND COMPANY'S FIFTH SOUTH BROADWAY ADDITION TO GARY, AS SHOWN IN PLAT BOOK 9, PAGE 2, IN LAKE COUNTY, INDIANA.

Lots 9 and 10 being a vacant parking area (herein after referred to as "parking").

2626B
NORTHWEST INDIANA TITLE
162 WASHINGTON STREET
LOWELL, IN 46356
219-696-0100

AMOUNT \$ 25
CASH _____ CHARGE 4165
CHECK #
OVERAGE _____
COPY _____
NOTARY _____
DATE _____

FILED
JUN 25 2021
JOHN E. PETALAS
LAKE COUNTY AUDITOR

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Agreements

Now therefore, in order to induce Newlin to sell said property to ASW and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledge the parties hereby agree as follows:

1. Ingress, egress and parking easement. ASW as owner hereby grants to Newlin and Newlin grants to ASW for the benefit of and to run with and be appurtenant to their respective parcels a non-exclusive easement for ingress, egress and property over Lots 8, 9 and 10 as set forth above and referenced as parking for use by ASW and Newlin and the tenants of said buildings located on their respective parcels and their employees, agents, contractors and invitees. Such easements shall be exercised in common between ASW and Newlin and others so entitled to such use and subject to the other terms and conditions set forth herein.
2. The parties hereby acknowledge and agree that the parking areas are developed and contain ingress and egress points from Broadway.
3. Each party shall indemnify, hold harmless and defend the other from and against any loss, claim, damage, demand or cause of action resulting from either parties (or any of its tenants, contractors, employees, agents, invitees, successors or assigns) use of the easement rights granted herein. Each party shall keep all ingress and egress ways clean and reasonably free of ice and snow. The parties agree to share all costs of snow and ice removal when necessary and shall further agree to contract one party to conduct the ice and snow removal and winter maintenance.
4. The parties not to obstruct, impede or interfere one with the other in the reasonable use of the entryways for access to the parking areas and improvements thereon and further agree that they will not use or permit anyone on their behalf to use the easement in such a way as to cause damage to the parking area or access located on the easement.
5. All parties agree that the parking areas and ingress, egress easements shall be maintained in good condition so as to enable the easy access and parking for the respective buildings. All parties agree to share equally the cost of maintaining, repairing and replacing the parking areas and ingress and egress from Broadway. Any party intentionally or negligently damaging said parking area or access shall repair or replace the damage so as to restore its condition to the state it existed before the damage.
6. The parties further acknowledge that there are two exits onto Lot 8 from the buildings located on Lots 6 and 7 and that these exit doors that open onto the mutual parking lot cannot be blocked or their use impeded in anyway.
7. This agreement shall bind and inure to the benefit of the respective parties herein, their personal representatives, successors, heirs and assigns.

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Dated this 17TH day of MAY, 2021.

The ASW Foundation Inc.

Ray Newlin
Ray Newlin, Trustee

By: A. Stewart
AALIYAH STEWART, PRESIDENT

Barbara Newlin
Barbara Newlin, Trustee

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

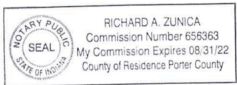
Before me, a Notary Public in and for said County and State, personally appeared Ray Newlin, Barbara Newlin and AALIYAH STEWART who acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 17TH day of MAY, 2021.

My commission expires:
County of Residence:
(SEAL)

[Signature]
[Notary Public's Signature]

[Notary Public's Printed Name]



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. RICHARD A. ZUNICA

This Instrument prepared by: Attorney Richard A. Zunica, 162 Washington Street, Lowell, In 46356.