

INSTRUMENT
RECORDER 2022-012803
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD 9:55 AM 2022 Apr 12

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is made as of this March 31, 2022, by and between the Indiana/Kentucky/Ohio Regional Council of Carpenters Joint Apprenticeship and Training Fund ("Grantee") and the Indiana/Kentucky/Ohio Regional Council of Carpenters ("Grantor").

RECITALS

A. Grantor holds title to certain real property located at 1560 East 70th Court, Merrillville, Indiana 46410, as shown on the IKORCC Subdivision First Amendment (Document Number 2016-073049) attached hereto as Exhibit A (the "Lot 3 Parcel"). Grantor acquired title to said Lot 3 Parcel on which the easement is located by deed recorded on September 24, 2015 – Document Number 2015-065961 with the Office of the Recorder of Lake County, Indiana.

B. The Legal Description of the Lot 3 Parcel, the land upon which the easement is located is – Lot 3 in the IKORCC Subdivision First Amendment, as per plat thereof recorded October 28, 2016, as Instrument Number 2016-073049, in Plat Book 109, Page 52, in the Office of the Recorder of Lake County, Indiana, lying in the Northeast quarter of section 15, Township 35 North, Range 8 West of the second principal meridian.

C. Grantee, is the owner of certain real property located at 1565 East 70th Court, Merrillville, Indiana 46410 which is adjacent to the Lot 3 Parcel as shown on the Survey attached hereto as Exhibit B (the "Lot 4 Parcel"). Grantee acquired the land by deed recorded December 17, 2020, - Document Number 2020-093058 with the Office of the Recorder, Lake County, Indiana.

FILED

APR 12 2022

JOHN E. PETALAS
LAKE COUNTY AUDITOR



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cash
L/C

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D. Grantee has requested the Grantor to grant a nonexclusive easement over a portion of the Lot 3 Parcel to permit ingress and egress between the Lot 4 Parcel and East 70th Court; and Grantor is willing to grant such an easement subject to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the parties agree as follows:

1. Grant of Easement. For good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, Grantor for themselves and for their respective successors and assigns and any future owner of the Grantor Parcel, hereby declare, grant and convey to Grantee, its employees, agents, tenants, licensees and invitees, as an easement appurtenant to the Grantor Parcel, a nonexclusive, irrevocable and perpetual (subject, however, to termination in accordance with paragraph 2 hereof) easement for ingress and egress over that certain area of the Grantee Parcel, specifically the access drive located between Lot 3 and Lot 4 as shown on the attached survey (Exhibit B ATLA/NSPS Land Title Survey) (the "Easement Area"), to provide access for motor vehicle and pedestrian traffic to and from the Grantee Parcel from and to the public roadway known as East 70th Court.

2. Term. The grant of easement hereunder shall commence as of March 31, 2022 ("Effective Date") and terminate upon the termination of the leasehold interest of Grantee or its nominee, its successors and assigns in the Grantee Parcel, if any.

3. Maintenance of Easement Area. Grantor and its respective successors and assigns shall maintain the Easement Parcel at its sole cost and expense to keep the same in a clear, sightly, safe, unobstructed, good and usable condition. All taxes

and assessments with respect to the Easement Parcel shall be paid by the owner of the Grantor Parcel. Grantor shall have the right at any time, at its sole expense, to pave all or any part of the Easement Parcel and to make such other alterations thereto as it deems appropriate, so long as such alterations do not adversely affect the Grantee Parcel. If any development of the Grantor Parcel causes any changes or repairs to be made to the Easement Parcel, the owner of Grantor Parcel shall be responsible for all costs and expenses associated with said changes or repairs on the Easement Parcel, including any increased maintenance costs.

4. Conduct and Coordination of Maintenance, Repair and Replacement.

All maintenance and repair of the Easement Parcel shall, to the greatest extent possible, be made with minimal interference with the rights granted to or reserved by the parties pursuant to this Agreement and with the use and enjoyment of each parcel by the owner thereof and its employees, agents, tenants, invitees or licensees. The parties shall use their best efforts to coordinate paving, maintenance, repairs and replacement of their respective parcels so that the Easement Parcel shall not be unreasonably obstructed or the use thereof unreasonably interfered with in any material respect.

5. Covenants Running With the Land. All provisions of this Agreement,

including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

6. Interpretation and Approvals. The rule of strict construction does not

apply to this Agreement. The provisions of this Agreement shall be given a reasonable construction to carry out the intention of the parties hereto to confer commercially useable

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rights of enjoyment. The section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. Each party hereto represents that as of the date hereof, no authorization, consent, or other action by any other person or entity, including without limitation any mortgagee or other party having an interest in the Grantor Parcel, is required for the due execution, delivery or performance of this Agreement by said party.

7. Notices. All notices and other communications given pursuant to this Agreement shall be in writing, shall be addressed to the appropriate party listed below and shall be deemed properly served (i) on the day of delivery if delivered in person to the party to whom it is addressed, (ii) one (1) day after deposit with a recognized express delivery courier such as Federal Express, with a pre-paid airbill designating next-day delivery, or (iii) three (3) business days after deposit in the U.S. mail if sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

If to Grantee:

IN/KY/OH Regional Council of Carpenters
and Millwrights Joint Apprenticeship
771 Greenwood Springs Drive
Greenwood, IN 46143
Attn: Adam Fedak,
Director of Education

If to the Owner of
the Grantor Parcel:

IN/KY/OH Regional Council of Carpenters
771 Greenwood Springs Drive
Greenwood, IN 46143
Attn: Mike Kwiatkowski,
Executive Secretary-Treasurer

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Either party may change the name of the person or the address to which notices and other communications are to be given by so notifying the other party in accordance with the provisions of this Section.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR:



By: Michael J. Kwiatkowski

GRANTEE:



By: Adam Fedak

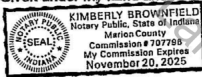
Exhibit A: IKORCC Subdivision First Amendment
Exhibit B: ATLA Survey

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STATE OF Indiana
COUNTY OF Marion) SS

I, Kimberly Brownfield, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael J. Kwatterson and _____, personally known to me to be the same person or persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8 day of April, 2022

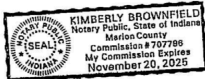


Kimberly Brownfield

STATE OF Indiana
COUNTY OF Marion) SS

I, Kimberly Brownfield, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Holone Peck and _____, personally known to me to be the same person or persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8 day of April, 2022



Kimberly Brownfield

"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."
PREPARED BY: KM

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Exhibit A

IKORCC Subdivision First Amendment - Lot 3

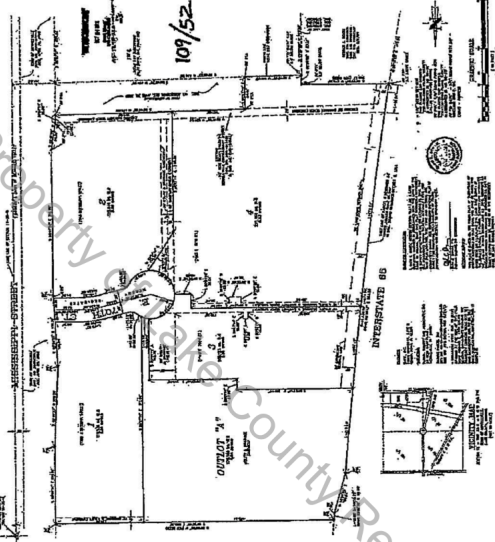
Property of Lake County Recorder

JCORCC SUBDIVISION FIRST AMENDMENT

AN ADDITION TO THE NORTH EAST CORNER OF TOWNSHIP 16 S., RANGE 10 E., AND MERIDIAN 10 W., IN JACKSON COUNTY, INDIANA.

AS SHOWN ON THE ORIGINAL PLAT OF THE JCORCC SUBDIVISION, RECORDED IN THE PUBLIC RECORDS OF JACKSON COUNTY, INDIANA, IN THE YEAR 1952, IN THE BOOK OF RECORDS, PAGE 109/52.

<p>1. Name of Subdivision: JCORCC SUBDIVISION</p> <p>2. Name of Applicant: JCORCC ASSOCIATES</p> <p>3. Name of Engineer: [Signature]</p> <p>4. Date of Plat: 10/1/52</p> <p>5. Name of Recorder: [Signature]</p> <p>6. Name of County: JACKSON</p> <p>7. Name of State: INDIANA</p>	<p>109/52</p>
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1. The following is a true and correct copy of the original plat of the JCORCC Subdivision, as recorded in the Public Records of Jackson County, Indiana, in the year 1952, in the book of records, page 109/52.

2. The following is a true and correct copy of the original plat of the JCORCC Subdivision, as recorded in the Public Records of Jackson County, Indiana, in the year 1952, in the book of records, page 109/52.

3. The following is a true and correct copy of the original plat of the JCORCC Subdivision, as recorded in the Public Records of Jackson County, Indiana, in the year 1952, in the book of records, page 109/52.

4. The following is a true and correct copy of the original plat of the JCORCC Subdivision, as recorded in the Public Records of Jackson County, Indiana, in the year 1952, in the book of records, page 109/52.

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9. The following is a true and correct copy of the original plat of the JCORCC Subdivision, as recorded in the Public Records of Jackson County, Indiana, in the year 1952, in the book of records, page 109/52.

10. The following is a true and correct copy of the original plat of the JCORCC Subdivision, as recorded in the Public Records of Jackson County, Indiana, in the year 1952, in the book of records, page 109/52.

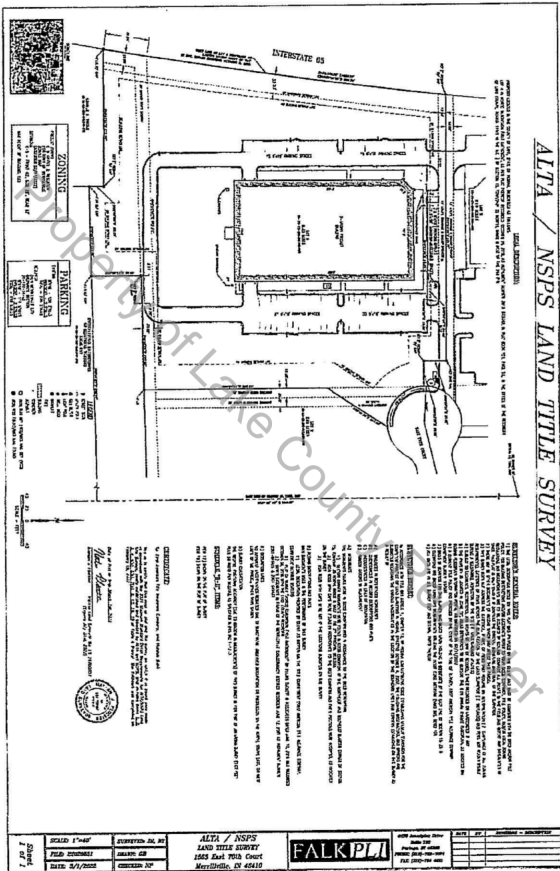
2016-073049

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Exhibit B

ATLA Survey - Lot 4

Property of Lake County Recorder



ALTA / NSPS LAND TITLE SURVEY

GENERAL NOTES:
 1. THIS SURVEY IS BASED UPON THE RECORDS OF THE PUBLIC RECORDS OF THE STATE OF ALABAMA, THE RECORDS OF THE COUNTY OF MOBILE, ALABAMA, AND THE RECORDS OF THE CITY OF MOBILE, ALABAMA.
 2. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION PROVIDED IN THE RECORDS IS CORRECT AND COMPLETE.
 3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION PROVIDED IN THE RECORDS IS CORRECT AND COMPLETE.
 4. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION PROVIDED IN THE RECORDS IS CORRECT AND COMPLETE.

ZONING:
 THE PROPERTY IS ZONED AS follows:
 1. THE PROPERTY IS ZONED AS follows:
 2. THE PROPERTY IS ZONED AS follows:
 3. THE PROPERTY IS ZONED AS follows:

PARKING:
 THE PROPERTY IS ZONED AS follows:
 1. THE PROPERTY IS ZONED AS follows:
 2. THE PROPERTY IS ZONED AS follows:
 3. THE PROPERTY IS ZONED AS follows:

UTILITIES:
 THE PROPERTY IS ZONED AS follows:
 1. THE PROPERTY IS ZONED AS follows:
 2. THE PROPERTY IS ZONED AS follows:
 3. THE PROPERTY IS ZONED AS follows:

ADDITIONAL NOTES:
 1. THE PROPERTY IS ZONED AS follows:
 2. THE PROPERTY IS ZONED AS follows:
 3. THE PROPERTY IS ZONED AS follows:

W. H. HARRIS
 Surveyor
 Registered Professional Surveyor
 State of Alabama
 No. 12345
 Commission Expires 12/31/2025

CONVEYANCES:
 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION PROVIDED IN THE RECORDS IS CORRECT AND COMPLETE.
 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION PROVIDED IN THE RECORDS IS CORRECT AND COMPLETE.
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ENCUMBRANCES:
 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION PROVIDED IN THE RECORDS IS CORRECT AND COMPLETE.
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ADDITIONAL NOTES:
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DATE: 04/15/2025

SCALE: 1"=40'
 PLOTTED BY: [Name]
 CHECKED BY: [Name]

ALTA / NSPS
 LAND TITLE SURVEY
 1565 East 10th Court
 Mobile, AL 36610



NOV 2025
 Mobile, AL
 1565 East 10th Court
 Mobile, AL 36610

NO.	DATE	DESCRIPTION