

CROSS ACCESS EASEMENT

THIS AGREEMENT is made this 14th day of March, 2023, by and between ON BROADWAY CO-OWNERS ASSOCIATION, INC., an Indiana corporation ("On Broadway") and KEVKO, LLC, and Indiana limited liability company, ("OB North").

WHEREAS, On Broadway is the owner of the following real estate in Lake County, Indiana:

PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 765.42 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 10; THENCE NORTH 89 DEGREES 43 MINUTES 58 SECONDS EAST AND PARALLEL TO THE NORTH LINE OF SECTION 10 A DISTANCE OF 732.86 FEET TO THE CENTERLINE OF BEAVER DAM DITCH LATERAL NO. 1; THENCE SOUTH 06 DEGREES 04 MINUTES 50 SECONDS WEST, 407.26 FEET; THENCE SOUTH 21 DEGREES 29 MINUTES 29 SECONDS WEST, 77.12 FEET; THENCE SOUTH 36 DEGREES 54 MINUTES 09 SECONDS WEST, 279.65 FEET; THENCE SOUTH 57 DEGREES 02 MINUTES 20 SECONDS WEST, 10.67 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 58 SECONDS WEST, 484.59 FEET TO THE WEST LINE OF SECTION 10; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SECTION 10 A DISTANCE OF 705.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.739 ACRES MORE OR LESS.

Commonly known as On Broadway Business Complex, Crown Point, Indiana

and

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WHEREAS, OB North is the owner of the following real estate in Lake County, Indiana:

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

Lot Number 2 in Coyne Addition, as per plat thereof, recorded February 5, 2016 as Instrument No. 2016-008372, in Plat Book 108, page 85 in the Office of the Recorder of Lake County, Indiana.

and

WHEREAS, the real estate parcels are adjacent to each other so that the North property line of On Broadway's parcel forms the South property line of OB North's parcel; and

WHEREAS, On Broadway and OB North have agreed to grant to each other an easement and right of way along a portion of the common boundary of their parcels;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, conditions and stipulations contained in this Easement, On Broadway and OB North agree as follows:

1. On Broadway grants to OB North, its successors and assigns, an ingress/egress easement and right of way, together with the full right for OB North, its successors, assigns, tenants, servants, visitors,

Handwritten initials and date: 4/25/23

NOT AN OFFICIAL DOCUMENT

invitees and licensees, in common with all others having the like right, to pass pedestrians and vehicles upon and through a strip of land approximately twenty-four (24) feet wide at the North property line of On Broadway's real estate, and through On Broadway's drive aisles, to, upon and through the western entrance roadway of On Broadway to the highway known as Broadway (State Rd. 53), all as depicted on Exhibit "A" hereto.

2. OB North grants to On Broadway, its successors and assigns, an ingress/egress easement and right of way, together with full right for On Broadway, its successors, assigns, tenants, servants, visitors, invitees and licensees, in common with all others having the like right, to pass pedestrians and vehicles upon and through a strip of land approximately twenty-four (24) feet wide at the South property line of OB North's real estate, and through OB North's drive aisles, to upon and through the western entrance roadway of OB North to the highway known as Broadway (State Rd. 53), all as depicted on Exhibit "B" hereto.

3. The easements and obligations created herein are perpetual and shall inure to the benefit of and be binding upon the respective grantees, their successors and assigns, as appurtenant to the real estate described hereinabove.

4. The owner of the real estate upon which an easement is created herein shall be responsible for the maintenance and upkeep of said real estate and shall maintain the easement area in a good and safe condition, without contribution from the other party. Each party hereto shall hold the other party harmless for any injury, harm, damage or loss sustained by virtue of the existence of the easements granted herein.

5. The parties shall not place, keep or cause to be placed upon any easement granted herein, any obstruction which would materially interfere with the use of the easement for the purposes for which it was created, or cause greater restrictions upon the use of the easements than already exist at the commencement hereof.

6. This easement agreement imposes no obligation on either party to maintain any portion of the other party's real estate over which it was granted an easement by this instrument.

7. The Easements granted herein are not exclusive and are subject to any other easements, covenants and restrictions contained in prior instruments of record, all building and zoning laws, ordinances, legal drains and right of ways affecting the real estate over which the easements have been granted.

8. This instrument shall be recorded in the Office of the Recorder, Lake County, Indiana, upon proper execution by both parties.

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[SIGNATURES ON FOLLOWING PAGES]

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IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first above written.

ON BROADWAY CO-OWNERS ASSOCIATION, INC.

By: Bret A. Bologna
Print: BRET A. BOLOGNA
Title: PRESIDENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of March 2023, personally appeared Bret Bologna in the capacity of President for **On Broadway Co-Owners Association, Inc.** and acknowledged the execution of the above instrument as a free and voluntary act, for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Jennifer Gaudy
Jennifer Gaudy, Notary Public
Expiration: 6/24/2024

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KEVKO, LLC

By: *[Signature]*

Print: Robert M. Rossman

Title: Member

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of March, 2023, personally appeared Robert M. Rossman in the capacity of Member for **Kevko, LLC**, and acknowledged the execution of the above instrument as a free and voluntary act, for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Jennifer Gaudy
Jennifer Gaudy, Notary Public
Expiration: 6/24/2024

I affirm that I have taken reasonable care to redact each Social Security number in the attached document, unless required by law.

/s/ Patrick A. Schuster

Prepared by: Patrick A. Schuster, Attorney at Law, 115 S. Court St., Suite E, Crown Point, IN 46507