

8001 New Jersey Ave
Hammond
1/6323.

AGREEMENT

784502

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THIS INDENTURE is made and entered into as of December , 1984 by and between Ted R. Hart and Debra J. Hart (collectively the "Owner") and Whiteco Metrocom, Inc., an Indiana corporation ("Whiteco").

WHEREAS, the Owner is the holder of a fee simple estate of a parcel of real estate, as is more particularly described below; and

WHEREAS, Whiteco is a tenant of a parcel of real estate, as is more particularly described below, and desires to obtain ingress and egress to such parcel over a parcel of real estate, as is more particularly described below, owned by the Owner.

NOW THEREFORE, in consideration of the promises contained in this agreement, the Owner and Whiteco agree as follows:

Section 1. Grant. The Owner hereby grants Whiteco the right of ingress and egress over the south ^{FIFTY} 25 feet of real estate owned by the Owners and located in Lake Station, Hobart Township, Lake County, Indiana and legally described as follows:

FILED

DEC 14 1984

Leanne O. Thrift
AUDITOR LAKE COUNTY

Lots 70 and 71 of Robert Bartlett's East Gary Small Farms in the E 1/2 NW 1/4 Section 18, Township 36 North, Range 7 West in Lake County, Indiana (Key Numbers 19-121-34 and 19-121-35),
19-121-34

STATE OF INDIANA/S.S. NO. LAKE COUNTY FILED FOR RECORD
Dec 14 11 10 AM '84
WILLIAM BIELSKI JR
RECORDER

(the "Real Estate") for purposes of ingress and egress to and from real estate leased by Whiteco and located in Lake Station, Hobart Township, Lake County, Indiana and legally described as follows:

738 709

Lot 87-020 of Robert
Bartlett's East Gary
Small Farms in the
E 1/2 NW 1/4 Section
18, Township 36 North,
Range 7 West in Lake
County, Indiana,

(the "Whiteco Property") the right of ingress and egress shall include full right and liberty for Whiteco, its officers, employees, contractors, agents, servants, visitors, licensees, and assignees at all times hereafter, with or without vehicles of any description, for all purposes connected with the use and enjoyment of the Real Estate, to pass and repass along the Real Estate for the purpose of going to and from the Whiteco Property, or vice versa. Whiteco, its successors and assigns, shall have and hold the right of way granted by this Agreement which shall run with the Real Estate.

Section 2. Consideration. As consideration for the rights granted to Whiteco by the Owner under this Agreement, Whiteco agrees to provide the Owner ^{TEN DW JH} ~~10~~ fruit trees.

IN WITNESS WHEREOF, the Owner and Whiteco have executed this instrument as of the date and year first above written.

Ted R. Hart

Ted R. Hart

Debra J. Hart

Debra J. Hart

Whiteco Metrocom, Inc.

By: *Douglas S. Whitson*

Its: *Real Estate Representative*

