

Susan Star
7 St. Napoleon St.
Valpo, 46383

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824967

AGREEMENT

AGREEMENT made this 15 day of October, 1985, between the CALUMET NATIONAL BANK, Hammond, Indiana, as Trustee, under the provisions of a certain Trust Agreement dated December 12, 1972, and known as Trust P-1754, hereinafter referred to as Trustee, and THE ESTATE OF JAMES W. MYERS, JR., DECEASED, hereinafter referred to as the Estate.

WHEREAS, Trustee is the fee simple owner in trust of a parcel of real estate situated in Cedar Lake, Lake County, Indiana, hereinafter referred to as Parcel I and described as follows:

That part of the Northeast 1/4 of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian as follows:

Commencing at the Northeast corner of said Section 28, thence South along the East line of said Section 28, a distance of 631.74 feet, thence West at 90° a distance of 30 feet to the point of beginning; thence West along a line parallel to and 631.74 feet South of the North line of said Section 28, a distance of 410.0 feet; thence North at 90° a distance of 380.17 feet; thence East at 90° a distance of 170.0 feet; thence South at 90° a distance of 43.0 feet; thence East at 90° a distance of 125.0 feet; thence North at 90° a distance of 43.0 feet; thence East at 90° a distance of 115.0 feet; thence South at 90° a distance of 380.17 feet to the point of beginning, all in Cedar Lake, Lake County, Indiana.

STATE OF INDIANA
LAND COUNTY
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Said Parcel I is located in the center of a shopping center and is used as a parking lot serving the business establishments adjoining said parking lot, and

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WHEREAS, the Estate is the fee simple owner of a parcel of real estate adjoining the above described parking lot, hereinafter referred to as Parcel II and described as follows:

[Signature]
ADJUR LAKE COUNTY

That part of the Northeast 1/4 of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian described as follows:

Commencing at the Northeast corner of said Section 28; thence South along the East line of said Section 28, a distance of 631.74 feet; thence West at 90° a distance of 162.15 feet to the point of beginning; thence South along a line parallel to and 162.15 feet West of the East line of said Section 28, a distance of 173.67 feet; thence West at 90°, a distance of 121.00 feet; thence North along a line parallel to and 283.15 feet West of the East line of said Section 28, a distance of 173.67 feet; thence East a distance of 121.00 feet to the point of beginning, containing 0.48 acres, more or less, all in Cedar Lake, Lake County, Indiana.

Subject to Trustee's exculpation attached hereto and made a part hereof.

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WHEREAS, the Estate requires free access through the above-described parking lot and requires parking space on said parking lot for the customers, licensees, and invitees of the business located on its real estate;

The Parties agree as follows:

The Estate, its successors and assigns, and all tenants and licensees of Parcel II and their business invitees, licensees and employees shall have the right of ingress and egress through and upon Parcel I.

The Estate and all tenants and licensees of Parcel II and their business invitees, licensees and employees shall have the right to use Parcel I for parking purposes in an area not less than that necessary to provide 105 individual parking spaces.

Upon expansion or enlargement of the parking area designated as Parcel I onto adjacent land owned by Trustee, the Estate, and the tenants and licensees of Parcel II and their business invitees, licensees and employees shall have the same rights of parking, ingress and egress on such additional parking area.

In addition, should the Parties agree to any addition to the size of Parcel II by purchase, lease or otherwise, additional spaces for parking shall be made available in the proportion of not less than one (1) parking space for each 200 square feet of additional store area.

That in consideration for the above rights conferred upon the Estate and the tenants and licensees of Parcel II, and their successors in interest, tenants and licensees agree as follows:

1. To contribute to the payment of real estate taxes, maintenance, repair and upkeep of the said parking lot designated as Parcel I including any land used to enlarge the parking facilities, to the extent of and in direct proportion to the amount of the whole parking lot allocated by this Agreement to the tenants and licensees of Parcel II and their business invitees, licensees and employees. The real estate taxes, maintenance, repair and upkeep shall include, but is not limited to, the following:

- A. Resurfacing;
- B. Striping and safety painting;
- C. Removal of snow, rubbish and debris;
- D. Lighting;
- E. Identification and information signs;
- F. Liability insurance;
- G. Drainage facilities;
- H. Security;
- I. Advertising and promotion;
- J. Prorated share of real estate taxes.

The Parties agree that there would be no adequate legal remedy for breach of this Agreement and state that specific performance shall be available in the event of breach. The Parties further agree that this right of ingress and egress is non-exclusive in that customers and employees of other stores shall have the rights to use said parking area.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year written above.

CALUMET NATIONAL BANK
HAMMOND, INDIANA, as Trustee

By: _____

Cletus F. Epple
Cletus F. Epple
Vice President and Trust Officer

ATTEST:

Helen A. Ahlborn
Helen A. Ahlborn, Vice President and Trust
STATE OF INDIANA) Officer
) SS:
COUNTY OF LAKE)

Subscribed and Sworn to before me, the undersigned, a Notary Public in and for said County and State, this 17 day of October, 1985.

My Commission Expires:

7/19/88

Joyce M. Kennedy
(signature) Notary Public

Joyce M. Kennedy

(printed)

Resident of Lake County, Indiana.

Martha G. Myers

Martha G. Myers, Executrix of the
Estate of James W. Myers Jr.
(Lake County Court, State of Indiana,
Cause No. CE 84-111)

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Subscribed and Sworn to before me, the undersigned, a Notary
Public in and for said County and State, this 17th day of
OCTOBER, 1985.

My Commission Expires:
2-17-87

Joanne M. Spann

(signature) Notary Public

JOANNE M. SPANNAN
(printed)

Resident of LAKE County, Indiana.

Executed and delivered by the Calumet National Bank, not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the undertakings and agreements herein made, are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties hereto, and those claiming by, through, or under them.