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EASEMENT AGREEMENT

WHEREAS, Joan P. Schaupp, hereinafter referred to as "Owner of Parcel 1," holds title to the following described real estate:

Part of Lot 1 in Block 1 of Brant's Business Center Addition to the Town of Griffith, as shown in Plat Book 50, page 61 in the Office of the Recorder of Lake County, Indiana; which part of said Lot 1 is more particularly described as follows:

Beginning at the Southeasterly-most corner of said Lot 1, which corner is also the Southwest corner of Lot 3 in Block 2 of said Brant's Business Center Addition; thence North 0 degrees 01' 20.5" West, along the East line of said Lot 1, Block 1, a distance of 390.84 feet to the Northeast corner of said Lot 1; thence North 89 degrees 52' 39" West, along the North line of said Lot 1, a distance of 590.0 feet to the Northwest corner of said Lot 1; thence Southerly, along the Westerly line of said Lot 1, which line is also the Easterly 72 foot Limited Access Right-of-Way line of Cline Avenue, on a curve concave to the West and having a radius of 34,449.25 feet, an arc distance of 245.0 feet to a point on a line which is parallel with and 245.0 feet South of the North line of said Lot 1, Block 1; thence South 89 degrees 52' 39" East, along said parallel line, a distance of 361.62 feet to a point lying 230 feet West of the East line of said Lot 1; thence South 0 degrees 01' 20.5" East, parallel with the East line of said Lot 1, a distance of 239.78 feet to a point on the Northwesterly line of North Woodlawn Avenue; thence Northeasterly, along the Northwesterly line of said North Woodlawn Avenue, on a curve concave to the Southeast and having a radius of 330.0 feet, an arc distance of 254.48 feet to the place of beginning, all in Griffith, Lake County, Indiana;

AND

Lots 4 and 5 in Block 2 of Brant's Business Center Addition to the Town of Griffith as shown in Plat Book 50, page 61 in the Office of the Recorder of Lake County, Indiana.

hereinafter referred to as "Parcel 1;" and

WHEREAS, the Mercantile National Bank of Indiana, a national banking association, as trustee under the provisions of a certain trust agreement dated the 1st day of July, 1981 and known as Trust No. 4195, hereinafter referred to as "Owner of Parcel 2," holds title to the following described real estate:

Lot 1 in Block 1 of Brant's Business Center Addition to the Town of Griffith, as shown in Plat Book 50, page 61 in the Office of the Recorder of Lake County, Indiana, excepting therefrom the portion of said Lot 1, Block 1 that is included in Parcel 1 as described above.

which real estate is hereinafter referred to as "Parcel 2;" and

WHEREAS, Parcel 1 is adjacent to and borders Parcel 2; and

WHEREAS, there are certain utility and communication lines

located along the southern boundary of Parcel 1 that provide service to Parcel 2; and

Key # 26-387-6

Key # 26-388-415

CHICAGO TITLE INSURANCE COMPANY INDIANA DIVISION

STATE OF INDIANA CLAY COUNTY RECORDER OCT 24 10 12 AM '86

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Auditor Lake County

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WHEREAS, there are certain utility and communication lines located along the northern boundary of Parcel 2 that provide service to Parcel 1; and

WHEREAS, there is a 6-1/2 foot by 6-1/2 foot concrete transformer pad located on Parcel 1 that provides service to Parcel 1 and Parcel 2; and

WHEREAS, there is a 9.4 foot by 40 foot concrete pad for air conditioner units along the southern boundary of Parcel 1 and the northern boundary of Parcel 2 that provides service to Parcel 2; and

WHEREAS, there is a 15 foot by 15 foot concrete pad for a radio tower antenna located on Parcel 1 that provides service to Parcel 2; and

WHEREAS, the Owner of Parcel 1 and the Owner of Parcel 2 are desirous of providing mutual easements along portions of their respective real estate to accommodate present and future utility and communication lines, make provisions for the present concrete pads, and make provisions for ingress and egress to their respective real estate;

NOW THEREFORE, in consideration for the mutual conveyances set forth herein and other good and valuable consideration, Owner of Parcel 1 and Owner of Parcel 2 hereby create the following easements on Parcel 1 and Parcel 2 subject to the terms, restrictions, and provisions hereinafter set forth.

Ingress-Egress Easement

Owner of Parcel 1 hereby grants to the Owner of Parcel 2 an appurtenant easement for ingress and egress in the following described real estate:

Part of Lot 1 in Block 1 of Brant's Business Center Addition to the Town of Griffith as shown in Plat Book 50, page 61 in the Office of the Recorder of Lake County, Indiana, which part of said Lot 1 is more particularly described as follows:

Being a strip of land 30 feet in width lying 15 feet on each side of the following described parcel centerline; beginning at a point on the curved Southerly line of said Lot 1, Block 1 (which line is also the Northerly line of North Woodlawn Avenue), which point lies 215.0 feet West of the East line of

said Lot 1, Block 1; thence South 0 degrees 01' 20.5" East, parallel with the East line of said Lot 1, a distance of 15.0 feet to the beginning point of said parcel centerline; thence North 0 degrees 01' 20.5" West, parallel with the East line of said Lot 1, a distance of 241.03 feet to a point on a line which is 245.0 feet South of the North line of said Lot 1 and which point is the end point of said parcel centerline, excepting therefrom the portion of said real estate that lies within North Woodlawn Avenue, all in Griffith, Lake County, Indiana.

which easement is hereinafter referred as the "Ingress-Egress Easement" and which real estate is hereinafter referred to as "Easement Area I." Said Ingress-Egress Easement shall run with Parcel 1 and Parcel 2 and be binding upon and inure to the benefit of the assigns, grantees, and other successors in interest of the Owner of Parcel 1 and the Owner of Parcel 2. The Owner of Parcel 2 is permitted to use said Ingress-Egress Easement for purposes of obtaining access to and from Parcel 2; provided that said use shall not unreasonably interfere with the use of Easement Area I by the Owner of Parcel 1; provided, further, that if such use is unreasonably interfering with the use of Easement Area I by the Owner of Parcel I, the Owner of Parcel I may terminate this easement by delivering 5 days in advance written notice of such termination to the Owner of Parcel 2. Parking in Easement Area I, except for temporary parking, by either party is prohibited and shall be deemed unreasonable interference with the use of Easement Area I.

The cost of repair and maintenance of Easement Area I shall be the obligation of the Owner of Parcel 1, provided that the Owner of Parcel 2 shall be responsible for repairs and maintenance made necessary as a result of the act or negligence of the Owner of Parcel 2, its tenants, agents, employees, or invitees.

The Owner of Parcel 2 shall hold the Owner of Parcel 1 harmless from and indemnify the Owner of Parcel 1 against any and all loss, cost, claim, liability or damage caused by or arising from the use of Easement Area I by the Owner of Parcel 2, its tenants, agents, employees, or invitees.

UTILITY-SERVICE EASEMENT

Owner of Parcel 1 and Owner of Parcel 2 hereby mutually convey an appurtenant easement to each other, Northern Indiana Public Service Company, Indiana Bell Telephone Company, Illinois Bell Telephone Company, Gary-Hobart Water Company, the Town of Griffith, and any other public utilities permitted by law to service Parcel 1 and Parcel 2 to use, lay, install, repair, and maintain cables, lines, pipes, and wires underground ("Lines") for the sole purpose of servicing Parcel 1 and/or Parcel 2, and to maintain and repair an existing 6-1/2 foot by 6-1/2 foot concrete transformer pad that is located on Parcel 1 and an existing 9.4 foot by 40 foot concrete pad for air conditioner units located along the southern boundary of Parcel 1 and the northern boundary of Parcel 2 in the following described real estate:

Part of Lot 1 in Block 1 of Brant's Business Center Addition to the Town of Griffith as shown in Plat Book 50, page 61 in the Office of the Recorder of Lake County, Indiana, which part of said Lot 1 is more particularly described as follows:

Beginning at a point 230.0 feet South and 20 feet West of the Northeast corner of said Lot 1; thence North 89 degrees 52' 39" West, parallel with the North line of said Lot 1, a distance of 305.0 feet; thence South 0 degrees 07' 21" West, at right angles, a distance of 10.0 feet; thence North 89 degrees 52' 39" West, parallel with the North line of said Lot 1, a distance of 125.0 feet; thence North 0 degrees 07' 21" East, at right angles, a distance of 10.0 feet; thence North 89 degrees 52' 39" West, parallel with the North line of said Lot 1, a distance of 141.5 feet, more or less, to a point on the Westerly line of said Lot 1 (East line of the Limited Access Right-of-Way of Cline Avenue); thence Southerly, along the Westerly line of said Lot 1, on a curve concave to the West and having a radius of 34,449.25 feet, an arc distance of 19.5 feet, more or less, to a point on a line which is parallel with and 249.5 feet South of the North line of said Lot 1; thence South 89 degrees 52' 39" East, along said parallel line, a distance of 166.7 feet, more or less, to a point lying 425.0 feet West of the East line of said Lot 1; thence South 0 degrees 07' 21" West, at right angles from the last described parallel line, a distance of 10.5 feet to a point lying 260.0 feet South of the North line of said Lot 1; thence South 89 degrees 52' 39" East, parallel with the North line of said Lot 1, a distance of 405.0 feet to a point lying 20 feet West of the East line of said Lot 1; thence North 0 degrees 01' 20.5" West, parallel with the East line of said Lot 1, a distance of 30.0 feet to the place of beginning, all in Griffith, Lake County, Indiana.

which easement is hereinafter referred to as the "Utility-Service Easement" and which real estate is hereinafter referred to as "Easement Area II." Said Utility-Service Easement shall run with the land and be binding upon and inure to the benefit of the respective assigns, grantees, and other successors in interest of the Owner of the Parcel 1 and the Owner of Parcel 2. Each party is permitted to use said Utility-Service Easement for the limited purpose of servicing Parcel 1 and/or Parcel 2, including using, laying, installing, repairing, and maintaining cables, lines, pipes, and wires underground and maintaining and repairing an existing 6-1/2 foot by 6-1/2 foot concrete transformer pad and an existing 9.4 foot by 40 foot concrete pad for air conditioner units; provided, however, that said use shall not unreasonably interfere with the use of said Utility-Service Easement by any other party hereto.

The Owner of Parcel 1 will pay for any repair, maintenance or improvement services to the Lines that service Parcel 1. The Owner of Parcel 2 will pay for any repair, maintenance or improvement services to the Lines that service Parcel 2. The Owner of Parcel 1 and the Owner of Parcel 2 shall share equally any costs incurred in repairing, maintaining or improving the common Lines that serve Parcel 1 and Parcel 2.

The Owner of Parcel 1 and the Owner of Parcel 2 shall hold one another harmless from and indemnify each other against any and all loss, cost, claim, liability or damage caused by or arising from the use by either Owner, or its tenants, agents, employees or invitees, of Easement Area II.

The parties understand and acknowledge that this Utility-Service Easement does not permit the installation of new structures or the replacement of existing structures upon the surface of the ground or above the surface of Easement Area II. Therefore, to the extent that the Utility-Service Easement covers the 9.4 by 40 foot concrete pad for air conditioner units, the air conditioner units, and the 6.5 foot by 6.5 foot concrete transformer pad (collectively "items;" individually "item"), it

shall continue until the earlier of the following: (i) the items or item cease to perform their intended function; or (ii) the items or item are destroyed or damaged by fire or other casualty or are structurally altered, and the cost of reconstruction or alteration exceeds 50% of the fair market value of the items or item at the time of such loss or alteration. Upon the earlier occurrence of (i) or (ii) above, this Utility-Service Easement shall cease as to such items or item and be of no further force or effect, and the Owner of Parcel 2 shall have no further right to continue to enter onto Parcel 1 to use such items or item.

RADIO ANTENNA TOWER EASEMENT

Owner of Parcel 1 hereby grants an appurtenant easement to Owner of Parcel 2 to use, repair, and maintain an existing 15 foot by 15 foot concrete pad for a radio antenna tower located on Parcel 1 in the following described real estate:

Part of Lot 1 in Block 1 of Brant's Business Center Addition to Griffith as shown in Plat Book 50, page 61 in the Office of the Recorder of Lake County, Indiana, which part of said Lot 1 is more particularly described as follows:

Beginning at a point 245.0 feet South of the North line of said Lot 1 and 175.0 feet West of the East line of said Lot 1; thence North 89 degrees 52' 39" West, parallel with the North line of said Lot 1, a distance of 15.0 feet; thence North 0 degrees 07' 21" East, at right angles, a distance of 15.0 feet; thence South 89 degrees 52' 39" East, a distance of 15.0 feet; thence South 0 degrees 07' 21" West, at right angles, a distance of 15.0 feet to the place of beginning, all in Griffith, Lake County, Indiana.

together with a limited access easement over that part of Parcel 1 that is located within fifteen (15) feet of the radio antenna tower concrete pad, for the limited purpose of repairing and maintaining the radio antenna tower and radio antenna tower concrete pad, which real estate is hereinafter referred to as "Easement Area III." Both such easements are hereinafter referred to as the "Radio Antenna Tower Easement." Said Radio Antenna Tower Easement shall run with Parcel 1 and Parcel 2 and be binding upon and inure to the benefit of the assigns, grantees, and other successors in interest of the Owner of Parcel 2.

The cost of repair and maintenance of Easement Area III shall be the sole responsibility of the Owner of Parcel 2.

The Owner of Parcel 2 shall hold the Owner of Parcel 1 harmless from and indemnify the Owner of Parcel 1 against any and all loss, cost, claim, liability or damage caused by or arising from the use of Easement Area III by the Owner of Parcel 2, its tenants, agents, employees or invitees.

This Radio Antenna Tower Easement does not contemplate or permit the replacement of the radio antenna tower concrete pad or the radio antenna tower at the time that said tower and said pad cease to perform their intended function and thus, this Radio Antenna Tower Easement shall expire upon the earlier of the following: (i) said radio antenna tower and radio antenna tower concrete pad cease to perform their intended function; or (ii) the radio antenna tower and/or radio antenna concrete pad are destroyed or damaged by fire or other casualty or are structurally altered or are in need of repair or replacement, and the cost of repair, reconstruction or alteration exceeds 50% of the item's fair market value at the time of such loss or alteration. Upon the earlier occurrence of (i) or (ii) above, this Radio Antenna Tower Easement shall cease and be of no further force or effect, the Owner of Parcel 2 shall have no further right to continue to enter upon the property of Owner of Parcel 1 to use the radio antenna tower and/or radio antenna concrete pad, and the Owner of Parcel 2, at its sole expense, shall dismantle and remove the radio antenna tower and/or radio antenna concrete pad from Parcel 1 not more than thirty (30) days after such termination of the Radio Antenna Tower Easement.

IN WITNESS WHEREOF, Owner of Parcel 1 and Owner of Parcel 2 have executed this Easement Agreement on this 7th day of October, 1986.

OWNER OF PARCEL 1

JOAN P. SCHAUPP

By: Joan P. Schaupt
Joan P. Schaupt

OWNER OF PARCEL 2

MERCANTILE NATIONAL BANK OF INDIANA,
a National Banking Association, as
Trustee under the Provisions of a
certain Trust Agreement dated the
1st day of July, 1981 and known as
Trust No. 4195

By: Gregory A. Marx
Gregory A. Marx, Trust Officer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public for the State of Indiana and a Resident of Lake County, Indiana, personally appeared Joan P. Schaupp, who, being duly sworn, executed the foregoing Easement Agreement as her free and voluntary act on this 7th day of October, 1986.

My Commission Expires: 11/25/88

J. J. Patton
CLYDE PATTERSON, a Notary Public
for the State of Indiana and a
Resident of Lake County, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public for the State of Indiana and a Resident of Lake County, Indiana, personally appeared Gregory A. Marx, known by me to be a Trust Officer of the Mercantile National Bank of Indiana, a National Banking Association, who, being duly sworn, executed the foregoing Easement Agreement as his free and voluntary act on behalf of said Association at its special request on this 7th day of October, 1986.

My Commission Expires:
November 6, 1989

Patrick A. Mysliwy
Patrick A. Mysliwy, a Notary Public
for the State of Indiana and a
Resident of Lake County, Indiana



THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Martha A. Batson
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, Wisconsin 53202