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RETURN TO: ROBERT PETERS ATTY
TWIN TOWERS SOUTH
SUITE 606, 1000 E. 80TH PLACE
MERRILLVILLE, IN 46410

996264

EASEMENT AGREEMENT

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

THIS AGREEMENT made this 24th day of August, 1988, by and between John S. Brown, III, as Trustee (hereafter referred to as "Grantor") and Lake County Trust Company, as Trustee under Trust No. 1503 (hereafter referred to as "Grantee"),

W I T N E S S E T H:

WHEREAS, the Grantor is the owner of the following described real estate in Lake County, Indiana:

The East 350 feet of the West 720 feet of the North 200 feet of Tract No. 14, Lakes of the Four Seasons, Unit #2,

which real estate adjoins the hereinafter described real estate of Grantee on the north and which real estate is hereinafter referred to as the "Subservient Tenement;" and

WHEREAS, the Grantee has been, is or will be the owner of the following described real estate in Lake County, Indiana,

to-wit:

Four Seasons Place, planned BP-3, business center as shown in Plat Book 61, page 12, in Lake County, Indiana, formerly known as Lot 2, Seasons Shoppes, as shown in Plat Book 56, page 24.

A parcel of land designated as Parcels E & F of Tract 14, as shown in Plat Book 59, page 21, in the Recorder's Office in Lake County, Indiana, and more particularly described as follows: That part of Tract 14, Lakes of the Four Seasons, Unit 2, as shown in Plat Book 37, page 76, in the Recorder's Office of Lake County, Indiana.

Tract "G" - Part of Tract 14, Lakes of the Four Seasons, Unit 2, as shown in Plat Book 37 page 76, in the Recorder's Office of Lake County, Indiana, described as follows: Beginning at a point 10 feet East of the West line and 520 feet South of the North line of said Tract 14; thence South 89°21'19" East and parallel to the North line of said Tract 14 a distance of 710 feet; thence North 00°00'00" East, 10.02 feet; thence South 43°37'53" East, 435.56 feet; thence South 46°22'07" West, 298.92 feet to a point of curve; thence Westerly along a curve to the right with a radius of 224.84 feet for a distance of 194.06 feet to a point of tangent; thence North 90°00'00" West 618.30 feet to a point 10 feet East of the West line of Tract 14; thence North 00°00'00" East 889.87 feet to the Point of Beginning, containing 11.595 acres more or less.

PART OF TRACT H - Part of Tract 14, Lakes of the Four Seasons, Unit 2, as shown in Plat Book 37 page 76, in the Recorder's Office of Lake County, Indiana, described as follows: Commencing at the Northeast corner of Lot 2 in said Lakes of the Four Seasons, Unit #2; thence North 43°37'53" West, 190 feet to the point of beginning of this described parcel; thence North 46°22'07" East 60 feet; thence Northwesterly along a curve to the left with a radius of 150 feet for a distance of 11.45 feet; thence North 00°08'54"

10-27-88

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
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WILLIAM A. ELASTIC
RECORDER, LAKE COUNTY
ROWAN POINT, INDIANA

FILED

AUG 31 1988

Anna N. Anton
AUDITOR LAKE COUNTY

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East, 241.03 feet, more or less to a point 400 feet South of the North line of Tract 14; thence North 89°21'19" West and parallel to the North line of Tract 14, 601.19 feet more or less to a point 720 feet East of the West line of Tract 14; thence South 00°00'00" West, 109.98 feet; thence South 43°37'53" East, 435.56 feet; thence North 46°22'07" East 190 feet; thence Easterly along a curve to the right with a radius of 90 feet for a distance of 141.32 feet to the point of beginning, containing 3.976 acres more or less.

Lots 1 A & B, 2 A & B, 3 A & B, 4 A & B, 5 A & B, 6 A & B, 7 A & B, 8 A & B, 9 A & B, 10 A & B, 11 A & B, 12 A & B, 13 A & B, 14 A & B, 15 A & B, 16 A & B, 17 A & B, 18 A & B, 19 A & B, 20 A & B and 21 A & B, the Meadows, Villages of Four Seasons, as shown in Plat Book 59, Page 43, in the Recorder's Office in Lake County, Indiana.

A revision of parcels A, B, C and D of a PUD of Apartments of Lakes of the Four Seasons, Unit #2, described as follows: Part of Tract 14, Lakes of the Four Seasons, Unit #2, as shown in Plat Book 37 page 76, in the Recorder's Office of Lake County, Indiana, described as follows: Beginning at the Northeast corner of Lot 621 in said Lakes of the Four Seasons, Unit #2; thence North 43°37'53" West, 190 feet to a point of curve; thence Westerly along a curve to the left with a radius of 90 feet for a distance of 141.37 feet to a point of tangent; thence South 46°22'07" West, 488.92 feet to a point of curve; thence Southwesterly along a curve to the right with a radius of 254.84 feet for a distance of 136.37 feet; thence South 12°58'13" East 41.42 feet; thence South 43°37'53" East 280.00 feet to the Northerly line of Lot 630 in said Lakes of the Four Seasons, Unit #2; thence North 46°22'07" East, 730.00 feet to the point of beginning, containing 4.695 acres more or less,

which real estate adjoins the Subservient Tenement and which real estate is hereinafter referred to as the "Dominant Tenement"; and

WHEREAS, a paved roadway is presently located on the east 55 feet of the Subservient Tenement on the real estate legally described as follows:

East 55 feet of the West 720 feet of the North 200 feet of Tract 14, Lakes of the Four Seasons, Unit No. 2, Lake County, Indiana,

which real estate, together with paving thereon, is hereinafter referred to as the "Roadway"; and

WHEREAS, the Roadway continues across the Subservient Tenement and serves as ingress and egress to all property presently owned by the Grantee as described above and has allowed passageway for pedestrian and vehicular passage to and from both the Subservient Tenement and the Dominant Tenement for several years prior to the execution of this Easement Agreement and provides immediate access to and from 109th Avenue; and

WHEREAS, the desire and intent of the parties hereto to hereafter use the Roadway in common and for the benefit of the general public, the parties, their heirs, devisees, legal representatives, successors, assigns, grantees, and those claiming by, through or under them, such as lessees and invitees and the sublessees and invitees of any such lessees; and

WHEREAS, however, the following specific parcels of real estate shall be permanently excluded from any right to use or benefit from the terms of this Easement Agreement, which excluded property is hereafter described in this Agreement and which is currently held by Bruce Gerald Swift and Mary Ann Swift, husband and wife, or their successors and/or designees.

NOW, THEREFORE, in consideration of the payment of One Thousand Five Hundred Dollars (\$1,500.00) by the Grantee to the Grantor, receipt of which is hereby acknowledged, the mutual covenants and agreements hereinafter contained, and the benefits and advantages to be obtained by each of the parties hereto, and their heirs, successors, devisees, legal representatives, successors, assigns, grantees and those claiming by, through and under them as aforesaid, and the general public, by reason of the future use and maintenance of the Roadway, the parties hereto do hereby mutually covenant and agree as follows:

1. The Grantor hereby conveys and grants to the Grantee, its successors, assigns, grantees and those claiming by, through or under them, such as lessees, invitees, and sublessees and invitees of any such lessees, a perpetual right and easement in the Roadway for the non-exclusive use of the Roadway for the purpose of pedestrian and vehicular passage to and from the Dominant Tenement. Grantee shall have the right to improve, repair, expand, replace or alter the Roadway and shall have unlimited access for this purpose. The above-described perpetual right and easement for the purpose of pedestrian and vehicular passage conveyed and granted to the Grantee is to be used in common with the Grantor, its heirs, devisees, legal representatives, successors, assigns, grantees, and those claiming by, through, or

under them such as lessees and invitees and the sublessees and invitees of any such lessees, and the general public.

2. No fence, building, structure of any type, or obstruction of any type of either a permanent or temporary nature shall be placed on or across the Roadway by any of the parties hereto. No bicycle, trailer, vehicle or object or obstruction of any type shall be parked or stored on the Roadway by either of the parties hereto, except for emergency vehicles in an emergency situation. Grantor retains the right to place a fence or barricade along his property line; however, such fence or barricade should not obstruct free ingress and egress to the Dominant Tenement.

3. The easement granted herein shall not serve as ingress and egress to, and shall not benefit in any manner, directly or indirectly, the following described parcels of real estate currently owned or controlled by Bruce Gerald Swift and Mary Ann Swift, husband and wife:

(Parcel 1) That part of Tract 14, Lakes of the Four Seasons, Unit No. 2, as shown in Plat Book 37, page 76, in the Recorder's Office of Lake County, Indiana, described as follows: commencing at the Northeast corner of said Tract 14, said point being on the South line of 109th Avenue; thence West along the North line of said Tract 14, 225 feet; thence South parallel to the west line of Tract 14, 200 feet; thence East parallel to the North line of Tract 14, 225 feet, more or less, to the East line of Tract 14; thence North along the East line of Tract 14, 200 feet, more or less, to the place of beginning.

(Parcel 2) The East 377.235 feet of the West 1097.235 feet of the North 200 feet of Tract 14, Lakes of the Four Seasons, Unit No. 2, as shown in Plat Book 37, page 76.

(Parcel 3) The East 160 feet of the West 370 feet of the North 200 feet of Tract 14, Lakes of the Four Seasons, Unit No. 2, as shown in Plat Book 37, page 76, in Lake County, Indiana.

(Parcel 4) The part of Tract 14, Lakes of the Four Seasons, Unit No. 2, as shown in Plat Book 37, page 76, in the Recorder's Office in Lake County, Indiana, described as follows: Commencing at a point on the East line of said Tract 14 and 200 feet South of the Northeast corner thereof; thence North 89 degrees 21 minutes 19 seconds West and parallel to the North line of said Tract 14 a distance of 601.71 feet, more or less, to a point 720 feet East of the West line of said Tract 14, thence South 00 degrees 00 minutes 00 seconds East and parallel to the West line of said Tract 14, a distance of 200 feet; thence South 89 degrees 21 minutes 19 seconds East 601.19 feet, more or less, to the East line of said Tract 14; thence North 00 degrees 08 minutes 54 seconds East along the East line of said Tract 14 a distance of 200 feet to the point of beginning.

4. Grantee, at its expense, shall have the right to make any and all repairs, improvements, changes or modifications to the Roadway that are deemed necessary by Grantee and shall have unrestricted access to the Roadway for this purpose. Before any changes or modifications are made to the Roadway, Grantee shall obtain the consent and approval of Grantor, which consent shall not be unreasonably withheld. Said consent shall not be required for routine repairs, maintenance and upkeep. Grantor shall not be responsible for any costs or expenses of Roadway maintenance.

5. It is agreed that the Roadway across the property of Grantor has never received its final one (1) inch layer of asphalt and that the final proposed landscaping has not been completed. As a part of the consideration for granting the within easement, Grantee does hereby place the sum of Three Thousand Dollars (\$3,000.00) in escrow with Attorney Walter Alvarez as escrow agent, to be used for the sole purpose of completing the designated paving and landscaping as described herein. Payment of said funds into escrow has already been made at the time of the execution of this Agreement. If Grantee does not complete the landscaping and paving by January 1, 1989, Grantor shall have the right to make the improvements and to have access to and the use of the escrowed funds for these expenses, and escrow agent is authorized to pay for the paving and landscape expenses. If said improvements are completed by Grantee, escrow agent shall apply the escrow monies to the expense incurred.

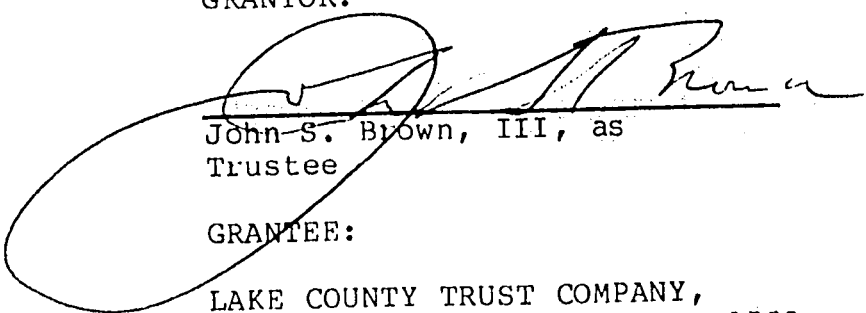
6. The easement granted herein is appurtenant to the Dominant Tenement. The easement and the covenants herein contained shall run with the land as to both the Subservient Tenement and Dominant Tenement, and shall be binding upon the parties hereto, their heirs, devisees, legal representatives, successors, assigns and grantees. It is anticipated and agreed that this easement shall be recorded with the Lake County Recorder's Office and be made a matter of public record.

7. Exculpatory Clause. This Easement Agreement is executed by the Lake County Trust Company, not personally but solely as

Trustee under the terms of a certain Trust Agreement creating Trust No. 1503 and further by John S. Brown, III, not personally but solely as Trustee under the terms of the Brown Revocable Trust; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by Lake County Trustee, as Trustee, and by John S. Brown, III, as Trustee, solely and in the exercise of the powers conferred upon it as such Trustee under said Agreement, and no liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against Lake County Trust Company or John S. Brown, III, on account hereof or on account of any covenant, understanding, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by, through or under said parties or holder hereof.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement this 24th day of August, 1988.

GRANTOR:

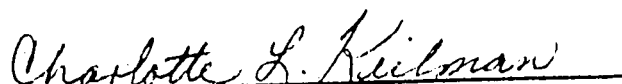

John S. Brown, III, as
Trustee

GRANTEE:

LAKE COUNTY TRUST COMPANY,
as Trustee under Trust No. 1503

By: 
Donna LaMere, Vice-President
and Trust Officer

ATTEST:


Charlotte L. Keilman,
Assistant Secretary

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, this 24th day of August, 1988, personally appeared John S. Brown, III, as Trustee under an unrecorded trust, and acknowledged the execution of the foregoing Easement Agreement as his personal act and as his act as Trustee of said unrecorded trust.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Michelle Y. Groff
MICHELLE Y. GROFF Notary Public
Resident of Lake County

My Commission Expires:

8-2-89

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

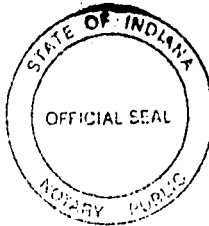
I, LEAH SUSANNE ANDERSON a Notary Public in and for said County and State aforesaid, do hereby certify that Donna LaMere, Vice-President and Trust Officer of Lake County Trust Company, and Charlotte L. Keilman, Assistant Secretary of the Lake County Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President/Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as Vice-President/Trust Officer and Assistant Secretary, respectively, and as the free and voluntary act as Lake County Trust Company, acting as Trustee under Trust Agreement No. 1503, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of August, 1988.

Leah Susanne Anderson
_____, Notary Public
Resident of Lake County

My Commission Expires:

APRIL 7, 1991



LEAH SUSANNE ANDERSON
County of Lake, State of Indiana
My Commission Expires April 7, 1991