

097753

CROSS EASEMENT AGREEMENT

3/9/90

This Cross Easement Agreement is made and entered into this 29<sup>th</sup> day of March, 1990, by and between SCOTT N. KEITH (hereinafter referred to as "Keith") and WILLIAM J. SABO (hereinafter referred to as "Sabo").

The parties state as follows:

A. Keith owns and has title to certain real estate located in Lake County, Indiana, commonly known as Unit 9, 800 MacArthur Boulevard, Munster, Indiana, and legally described as follows:

Unit 9, in Community Medical and Professional Center, a Condominium in the Town of Munster, Lake County, Indiana, as shown in Plat Book 44, pages 88A and 88B, a Horizontal Property Regime recorded as Document 262078 under date of August 1, 1974, in the Recorder's Office of Lake County, Indiana, being a part of Lot 1, Block 1, Fairmeadow 24th Addition to the Town of Munster, as shown in Plat Book 43, page 95, in the Recorder's Office of Lake County, Indiana, together with a percentage of interest in the common area and facilities appurtenant to each unit as set forth in said Declaration, as amended from time to time.

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Key No. # 28-370-33  
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(hereinafter referred to as "Unit 9").

B. Sabo owns and has title to certain real estate located in Lake County, Indiana, commonly known as Unit 8, 800 MacArthur Boulevard, Munster, Indiana, and legally described as follows:

Unit 8, in Community Medical and Professional Center, a Condominium in the Town of Munster, Lake County, Indiana, as shown in Plat Book 44, pages 88A and 88B, a Horizontal Property Regime recorded as Document 262078 under date of August 1, 1974, in the Recorder's Office of Lake County, Indiana, being a part of Lot 1, Block 1, Fairmeadow 24th Addition to the Town of Munster, as shown in Plat Book 43, page 95, in the Recorder's Office of Lake County, Indiana, together with a percentage of interest in the common area and facilities appurtenant to each unit as set forth in said Declaration, as amended from time to time.

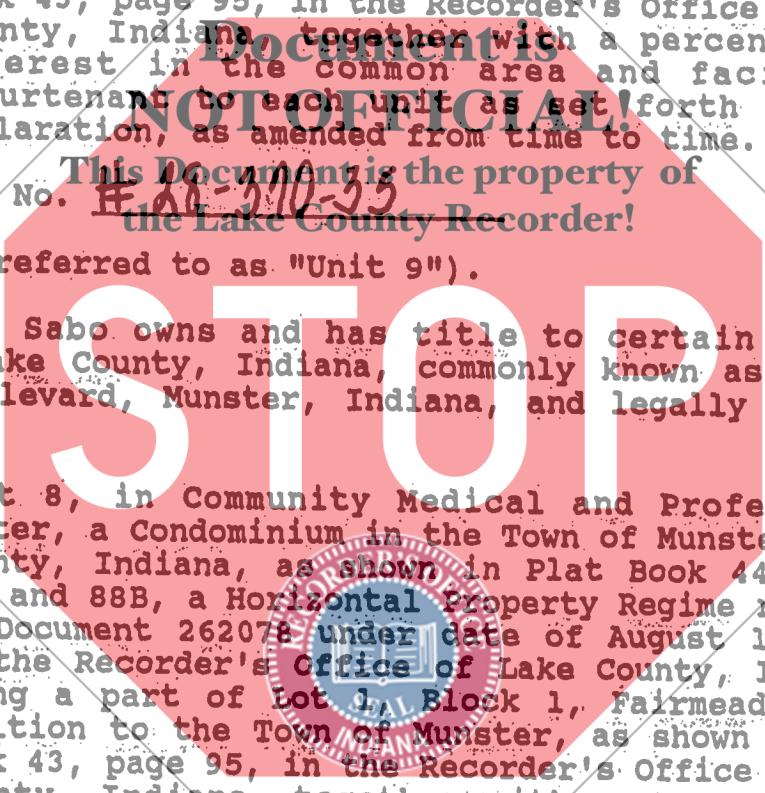
Key No. # 28-370-13

(hereinafter referred to as "Unit 8").

C. Unit 8 and Unit 9 are adjacent units in the Community Medical and Professional Center, a Condominium in the Town of Munster, Lake County, Indiana, as shown in Plat Book pages 88A and 88B, a Horizontal Property Regime recorded as Document 262078 under date of August 1, 1974, in the Recorder's Office in Lake County, Indiana (hereinafter referred to as the "Condominium").

D. Keith and Sabo have mutually used certain facilities which lie within both Unit 8 and Unit 9; these facilities consist of three areas, currently used as an X-ray room (hereinafter referred to as the "X-Ray Room"), a cast room (hereinafter referred to as the "Cast Room"), and a waiting room

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION



STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
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APR 27 1990

*James J. [Signature]*

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(hereinafter referred to as the "Waiting Room"), as depicted on Exhibit A, which is attached hereto and made a part hereof (hereinafter collectively referred to as the "Common Areas").

E. The furnace and air conditioner which service both Unit 8 and Unit 9 are situated in a room in Unit 8 (hereinafter referred to as the "HVAC Room"), as depicted on Exhibit A hereto.

F. The parties wish to grant to each other rights to the occupancy of the Common Areas, and Sabo wishes to grant to Keith a permanent easement for the HVAC Room on the terms provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Easement. Sabo hereby grants, assigns, conveys, and sets over to Keith a non-exclusive easement for the use of the HVAC Room for the maintenance, repair, replacement, inspection, and use of one or more heating units and one or more air conditioning units to serve both Unit 8 and Unit 9 (or to serve only Unit 9 if Unit 8 is served by other heating units and/or air conditioning units).

In addition, Sabo hereby grants, assigns, conveys, and sets over to Keith a non-exclusive easement upon, over, and through Unit 8 for access to the HVAC Room for the purposes provided in this Section 1.

2. Cross Easements for Heating and Air Conditioning. Keith hereby grants, assigns, conveys, and sets over to Sabo a non-exclusive easement over and through Unit 9 for the maintenance, repair, replacement, inspection, and use of a ventilation system for the heating and air conditioning of Unit 8 from heating and/or air conditioning units situated in the HVAC Room, and for the maintenance, repair, replacement, inspection, and use of gas, electric, and water condensation lines and any other necessary utilities for the heating and/or air conditioning units situated in the HVAC Room. However, such ventilation system, gas lines, and electric lines will be situated so as to not interfere with the normal use of Unit 9.

Sabo hereby grants, assigns, conveys, and sets over to Keith a non-exclusive easement over and through Unit 8 for the maintenance, repair, replacement, inspection, and use of a ventilation system for the heating and air conditioning of Unit 9 from heating and/or air conditioning units situated in the HVAC Room, and for the maintenance, repair, replacement, inspection, and use of gas, electric, and water condensation lines and any other necessary utilities for the heating and/or air conditioning units situated in the HVAC Room. However, such ventilation system, gas lines, and electric lines will be situated so as to not interfere with the normal use of Unit 8.

3. Utility and Maintenance Costs for HVAC Room. Sabo and Keith will equally share all gas, electric, and other utility costs related to the operation of the heating and air conditioning units in the HVAC Room. Sabo and Keith will equally share all maintenance, repair, inspection, servicing, replacement, and installation costs related to the heating and air conditioning units now or hereafter situated in the HVAC Room. However, to the extent that such heating and/or air conditioning units serve only one of the units, all such costs will be proportionally adjusted in a reasonable manner.

4. X-Ray Room. Keith hereby grants, assigns, conveys, and sets over to Sabo a non-exclusive easement upon, over, and through that portion of the X-Ray Room situated in Unit 9 for the situation, maintenance, repair, replacement, inspection, and use

of X-ray and laboratory equipment and equipment, supplies, and uses related thereto.

Sabo hereby grants, assigns, conveys, and sets over to Keith a non-exclusive easement upon, over, and through that portion of the X-Ray Room situated in Unit 8 for the situation, maintenance, repair, replacement, inspection, and use of X-ray and laboratory equipment and equipment, supplies, and uses related thereto.

Keith and Sabo will have equal rights to access to and use of the X-Ray Room for the purposes provided in this Section. To the extent that any equipment, machinery, or facilities are attached to the X-Ray Room or any portion thereof such that such items constitute fixtures, such fixtures will be deemed to be a part of the X-Ray Room for all purposes hereof.

5. Cast Room. Keith hereby grants, assigns, conveys, and sets over to Sabo a non-exclusive easement upon, over, and through that portion of the Cast Room situated in Unit 9 for the treatment of patients and for the situation, maintenance, repair, replacement, inspection, and use of furniture, equipment, supplies, and uses related thereto.

Sabo hereby grants, assigns, conveys, and sets over to Keith a non-exclusive easement upon, over, and through that portion of the Cast Room situated in Unit 9 for the treatment of patients and for the situation, maintenance, repair, replacement, inspection, and use of furniture, equipment, supplies, and uses related thereto.

the Lake County Recorder!

Keith and Sabo will have equal rights to access to and use of the Cast Room for the purposes provided in this Section. To the extent that any equipment, machinery, or facilities are attached to the Cast Room or any portion thereof such that such items constitute fixtures, such fixtures will be deemed to be a part of the Cast Room for all purposes hereof.

6. Waiting Room. Keith hereby grants, assigns, conveys, and sets over to Sabo a non-exclusive easement upon, over, and through that portion of the Waiting Room situated in Unit 9 for use as a waiting room and reception area, and for the situation, maintenance, repair, replacement, inspection, and use of furniture, equipment, supplies, and uses related thereto.

Sabo hereby grants, assigns, conveys, and sets over to Keith a non-exclusive easement upon, over, and through that portion of the Waiting Room situated in Unit 9 for use as a waiting room and reception area, and for the situation, maintenance, repair, replacement, inspection, and use of furniture, equipment, supplies, and uses related thereto.

Keith and Sabo will have equal rights to access to and use of the Waiting Room for the purposes provided in this Section. To the extent that any furniture, equipment, machinery, or facilities are attached to the Waiting Room or any portion thereof such that such items constitute fixtures, such fixtures will be deemed to be a part of the Waiting Room for all purposes hereof.

7. Utilities. Sabo and Keith will equally share all gas, electric, water, and other utility costs allocable to the Common Areas. Sabo and Keith will equally share all maintenance, repair, inspection, servicing, replacement, and installation costs related to the Common Areas and any fixtures therein. However, to the extent that the parties are reasonably able to allocate such costs related to their respective uses of the Common Areas, all such costs will be proportionally adjusted in a reasonable manner.

To the extent that utilities are provided to both Unit 8 and Unit 9 and are not separately billed or metered to either of said units, Sabo and Keith will equally share all such utility costs. Sabo and Keith will equally share all maintenance, repair, inspection, servicing, replacement, and installation costs related to such utilities. However, to the extent that the parties are reasonably able to allocate such costs related to their respective units, all such costs will be proportionally adjusted in a reasonable manner.

8. Term. The parties hereto will have and hold said easement rights forever.

9. Covenants Running with Land. The easements hereby granted, the restrictions hereby imposed, and the agreements herein contained will be easements, restrictions, and covenants running with the land and will inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, and assigns, including, but without limitation, all subsequent owners of said real estate and all persons claiming under them.

10. Condominium. All rights granted hereunder are and will be subject to the Declaration of Condominium for the Condominium, as amended from time to time. The terms of this Cross Easement Agreement are not intended to, and do not, affect the interests of the parties hereto in and to the common areas of the Condominium or the respective shares in the Condominium. The rights and interests granted hereunder are in addition to any and all rights granted under said Declaration of Condominium, as amended, and any documents effective thereunder.

IN WITNESS WHEREOF, the parties have hereunto executed this Cross Easement Agreement the day and year first above written.

Keith:



SCOTT N. KEITH

Sabo:

WILLIAM J. SABO

STATE OF INDIANA )  
COUNTY OF LAKE ) SS:

Before me, a Notary Public in and for said County and State, personally appeared this 29<sup>th</sup> day of March, 1990, Scott N. Keith and William J. Sabo, and said persons acknowledged the execution of the foregoing Cross Easement Agreement as their respective free and voluntary acts.

*Rhonda T. Sills*  
NOTARY PUBLIC *Rhonda T. Sills*

MY COMMISSION EXPIRES:

1-19-94

**Document is  
NOT OFFICIAL!**

Resident of

Lake county

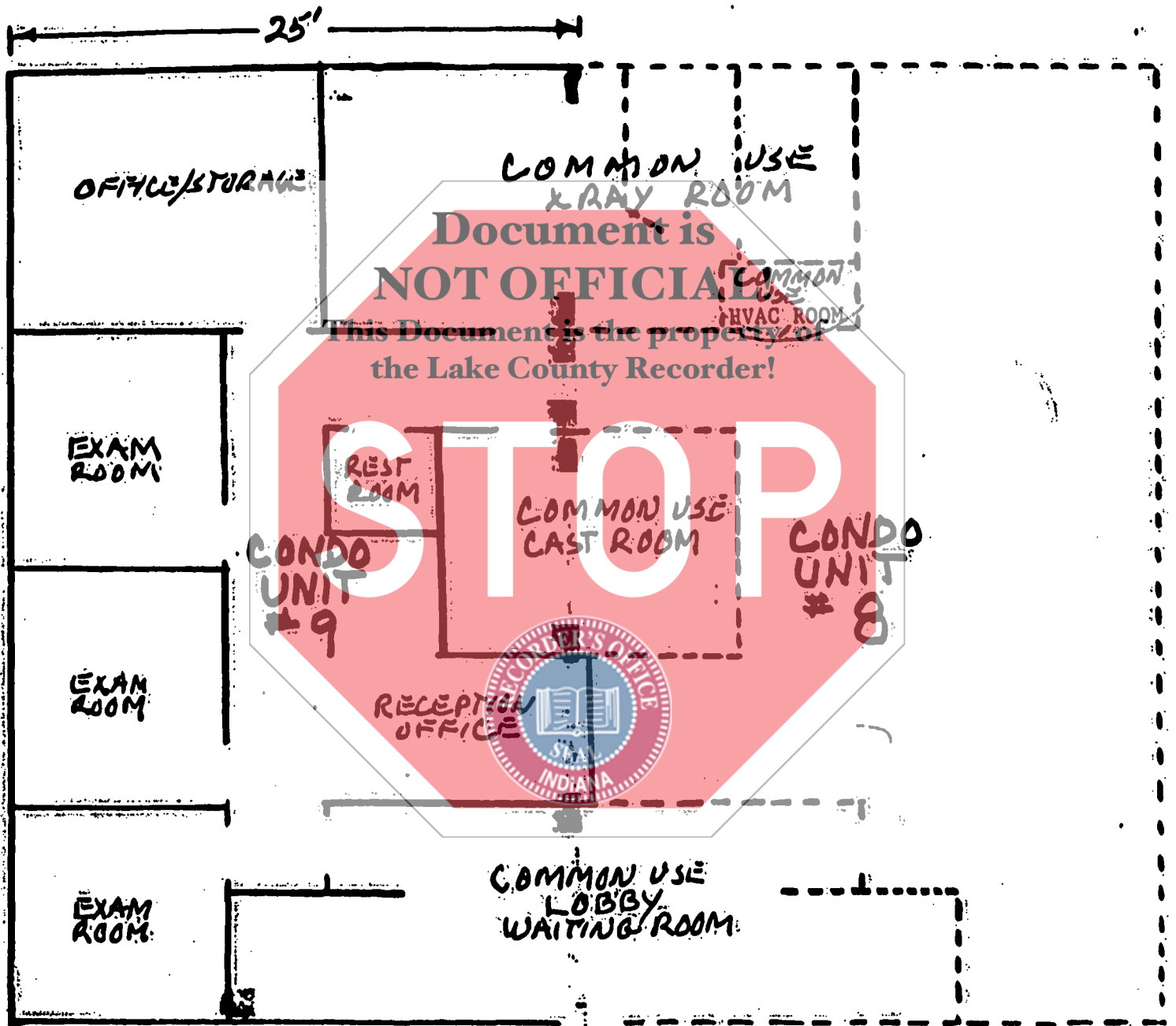
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**STOP**



Prepared by: Demetri J. Retson  
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Suite 610  
8585 Broadway  
Merrillville, IN 46410

# EXHIBIT "A"



ROUGH PLAN  
NOT TO SCALE