

104644

Parrish & Mindel

Amendment to Parking Lot, Utility Crossovers and Driveways
Easement Agreement

This amended agreement is made between Northern Indiana Public Service Company, an Indiana Corporation, hereinafter called "Grantor", and Bank One Merrillville, N.A., as Trustee under a trust dated August 1, 1988 and numbered 963730-54, and Bank One Merrillville, N.A., as Trustee under a trust dated January 5, 1989 and numbered 963850-54, and the First National Realty and Development Company, Inc., an Illinois Corporation, hereinafter collectively called "Grantees", witnesseth:

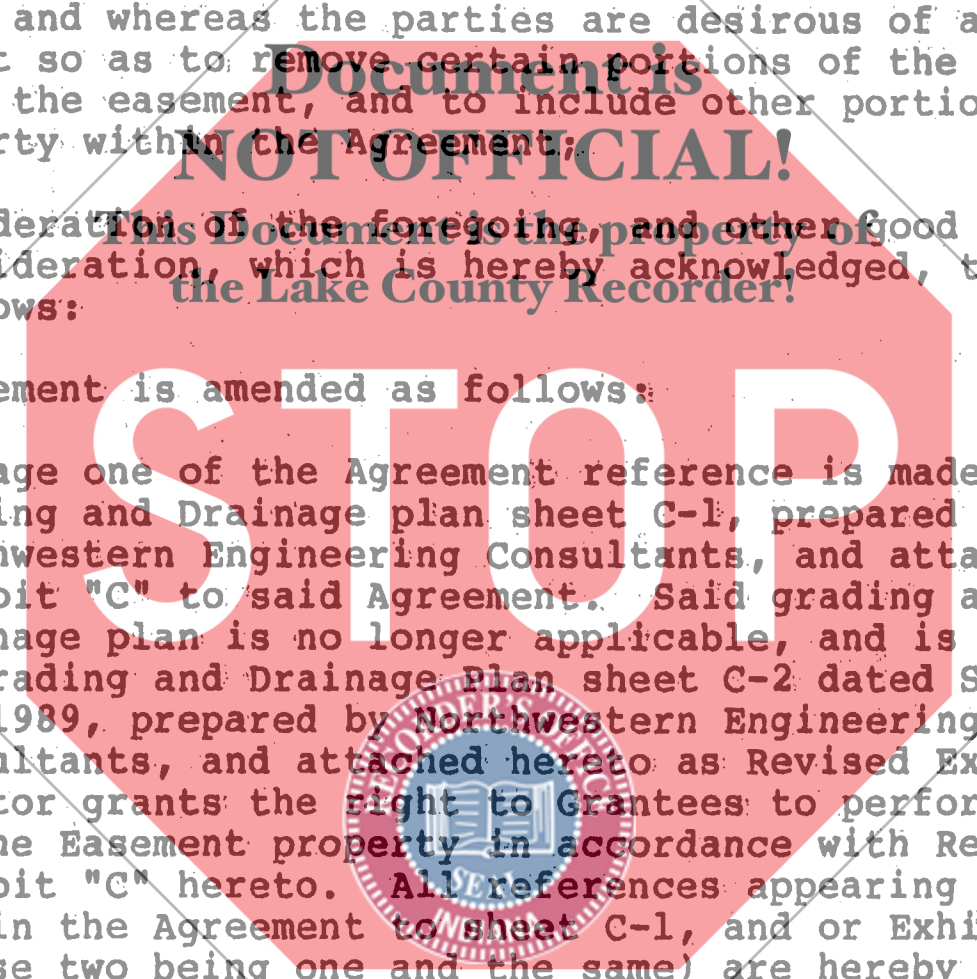
Whereas the parties previously have entered into an Easement For Parking Lot, Utility Crossovers and Driveways (hereafter referred to as the Agreement) on June 6, 1989, which Agreement was recorded with the Lake County Recorder of Deeds as document number 058076; and whereas the parties are desirous of amending said Agreement so as to remove certain portions of the subject property from the easement, and to include other portions of the subject property within the Agreement;

In consideration of the foregoing, and other good and valuable consideration, which is hereby acknowledged, the parties agree as follows:

The Agreement is amended as follows:

1. On page one of the Agreement reference is made to Grading and Drainage plan sheet C-1, prepared by Northwestern Engineering Consultants, and attached as Exhibit "C" to said Agreement. Said grading and drainage plan is no longer applicable, and is replaced by Grading and Drainage Plan sheet C-2 dated September 25, 1989, prepared by Northwestern Engineering Consultants, and attached hereto as Revised Exhibit "C". Grantor grants the right to Grantees to perform grading on the Easement property in accordance with Revised Exhibit "C" hereto. All references appearing anywhere within the Agreement to sheet C-1, and or Exhibit "C" (these two being one and the same) are hereby amended to Grading & Drainage Sheet Plan C-2 (Revised Exhibit "C" hereto).
2. The Utility Easement # 1 granted to Grantees in the Agreement, and referred to on page 2 of the Agreement, is hereby vacated and released of record; Grantees release the Grantor of any claims Grantees may have to said Utility Easement # 1.
3. Grantees release and vacate any rights or easements granted to Grantees, and release any limitations imposed upon Grantors in the Agreement to Driveway Easement # 1 as described on Page 6 of the Agreement.
4. Grantor agrees, as soon as reasonably possible and upon approval of its Board of Directors, to dedicate or Quit Claim its interest, subject to the reservation in Grantor of certain utility rights that are required for Grantor to place gas and electric utility lines in that portion of the easement premises legally described as:

An 80' parcel 40' on either side of the following described center line: being that part that lies within Northern Indiana Public Service Company



railroad; thence North 59° 57' 30" West along said Northeastern rail road right-of-way, 1,724.96 feet; thence South 30° 2' 30" West 100 feet; thence South 59° 57' 30" East along the Southwestern right-of-way of said abandoned railroad right-of-way, 1,542.08 feet more or less to the North right-of-way line of U.S. 30; thence South 88° 30' 48" East, 208.44 feet to the point of beginning. Said center line beginning at a point of the North right-of-way of U.S. Highway 30, said point being 661.27 feet West of the East line of West 1/2 of the West 1/2 of the Northeast 1/4 of said section 23 (as measured on the North right-of-way line of U.S. Highway No. 30); thence North 1° 22' 12" West on a line drawn at 90 degrees to the North right-of-way line of said U.S. Highway No. 30 a distance of 845.12 feet to the terminal point of said center line of the 80 foot parcel, said terminal point being 640.72 feet West of the East line of the West 1/2 of the West 1/2 of the Northwest 1/4 of said section 23, as measured on a line parallel to the North right-of-way line of said U.S. Highway 30, all in Lake County, Indiana.

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and described as Iowa Street on Revised Exhibit "A" attached hereto and made a part hereof, to that Governmental entity required by Indiana Statute to receive said grant in order for said grant to be used as a dedicated roadway. The purpose of this Agreement is to allow for the dedication and construction of Iowa Street as a dedicated public roadway across this portion of Grantor's land. Subject to its reservations of certain rights for placement of gas and electric utility lines, Grantor agrees to procure releases of their ownership or security interest from any person or entity that has an ownership or security interest in said portion of Grantor's land, if this is required by the Governmental entities. Grantor grants to Grantees and their contractors a right to come upon its property which is adjacent to Iowa Street, as is reasonably necessary in order to construct a roadway across said property. When Grantee or its contractors are upon Grantor's adjacent land they are subject to those obligations, indemnifications, guarantees, and provisions of the Agreement relating to use of Grantor's property during any construction performed by Grantees.

5. Easement Property # 2 in the Agreement, appearing on page six and referred to as Driveway Easement # 2 on Exhibit "A" of the Agreement is hereby vacated and released of record and there is hereby substituted an easement for a driveway in lieu thereof at the locations as shown upon the new site plan attached hereto, marked as Revised Exhibit "A" and made a part hereof, which Replacement Driveway Easement legal description is as follows:

Part of the North 1/2 of Section 23 Township 35 North, Range 8 West of the 2nd. P.M., in Ross Township, Lake County, Indiana described as follows: Commencing at the intersection of the North right-of-way line of U.S. Highway No. 30 and the Northeastern right-of-way of the abandoned C & O Railroad; thence North 62° 42' 00" West along said Northeastern rail road right of way 914.79 feet to point of beginning of the described easement; thence South 1° 22' 12" East to the Southwestern rail road right-of-way a distance of

thence North 88° 37' 48" East a distance of 124.65 feet; thence North 1° 22' 12" West to the Northeastern rail road right-of-way a distance of 45.82 feet; thence South 62° 42' 00" East along the last described line a distance of 34.19 feet; thence South 1° 22' 12" East a distance of 29.41 feet; thence North 88° 37' 48" East to the Northeastern railroad right-of-way a distance of 53.79 feet; thence South 62° 42' 00" East along the last described line a distance of 100.54 feet to the point of beginning.

All grants to Grantee and limitations upon Grantor contained in the Agreement relating to Easement Property # 2 therein, shall apply equally to the "Replacement Driveway Easement" described in this paragraph # 5.

6. The Agreement is amended to include an additional easement identified as Utility Easement # 4, described on Revised Exhibit "A" as "20 FOOT UTILITY EASEMENT" and described as follows:

UTILITY EASEMENT # 4

The South 20' (as measured at 90 degrees and parallel to the north right-of-way line of U.S. Highway 30) of the following described property: Part of the North 1/2 of Section 23, Township 35 North, Range 8 West of the 2nd P.M., in Ross Township, Lake County, Indiana, described as follows: Beginning at the intersection of the North right-of-way line of U.S. Highway No. 30 and the Northeastern right-of-way line of the abandoned C & O rail road; thence North 59° 57' 30" West along said Northeastern rail road right-of-way, 1,724.96 feet; thence South 30° 2' 30" West, 100.00 feet; thence South 59° 57' 30" East along the Southwestern right-of-way of said abandoned rail road right-of-way, 1,542.08 feet more or less to the North right-of-way line of U.S. Highway No. 30, thence South 88° 37' 42" East, 208.44 feet to the point beginning.

All grants, limitations, and provisions in the Agreement relating to Utility Easements # 1, 2, and 3 apply equally to Utility Easement # 4. Grantor grants to Grantees the right to construct or cause others to construct utility facilities including facilities for gas, electric, telephone, water, sewer, and cable T.V. below the surface of the easement property described as Utility Easement # 4.

7. All other provisions of the Agreement apply to this amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Parking Lot, Utility Crossovers and Driveways Easement Agreement this 6th day of June, 1990.

NORTHERN INDIANA PUBLIC SERVICE COMPANY

By: 

Vice President

ATTEST: 

BE IT REMEMBERED that on this 6TH day of JUNE, 1990, before me, a notary public in and for the County and State aforesaid, personally appeared S. P. ADIK, and P. R. HOMRICH, respectively, of Northern Indiana Public Service Company, and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first above written.

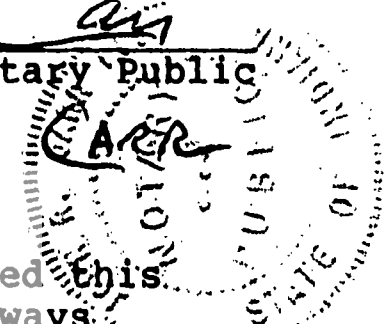
My County of Residence:

LAPORTE

My Commission Expires:

MAY 2, 1991

John R. Carr
Notary Public
John R. Carr



IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Parking Lot, Utility Crossovers and Driveways Easement Agreement this 6TH day of JUNE, 1990.

This Document is the property of
FIRST NATIONAL REALTY & DEVELOPMENT
COMPANY
the Lake County Recorder!



By: [Signature]

ATTEST:

STATE OF ILLINOIS)

) SS:

COUNTY OF COOK)



BE IT REMEMBERED that on this 18TH day of April, 1990, before me, a notary public in and for the County and State aforesaid, personally appeared DEMETRIOS DELLAPORTAS, and MARIA DELLAPORTAS, respectively, of First National Realty & Development Company, and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first above written.

My County of Residence:

COOK

My Commission Expires:

9-23-92

Colleen A. Hanrahan
" OFFICIAL SEAL"
COLLEEN A. HANRAHAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/23/92
, Notary Public

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal

such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Bank One, Merrillville, N.A. on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Bank One, Merrillville, N.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and Trust Officer and attested by its Assistant Vice President this 23RD day of APRIL, 1990.

BANK ONE, MERRILLVILLE, N.A., not personally but as Trustee under the provisions of a Trust Agreement dated: August 1, 1988 and known as Trust Number: 963730-54

Document is NOT OFFICIAL!
By: [Signature]
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the Lake County Recorder VICE PRESIDENT & TRUST OFFICER

ATTEST:

Thomas Neuffer

STATE OF INDIANA)

COUNTY OF LAKE)

SS:

STOP

BE IT REMEMBERED that on this 23rd day of April, 1990, before me, a notary public in and for the County and State aforesaid, personally appeared D.H. Brubek, and Thomas Neuffer, respectively, of BANK ONE, MERRILLVILLE, N.A., and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first above written.

My County of Residence:

LAKE

My Commission Expires:

NOV 6 1991

[Signature]
Notary Public
Patricia A. Stelowski

IN WITNESS WHEREOF, Bank One, Merrillville, N.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and Trust Officer and attested by its Assistant Vice President this 23RD day of APRIL, 1990.

BANK ONE, MERRILLVILLE, N.A., not personally but as Trustee under the provisions of a Trust Agreement dated: January 5, 1989 and known as Trust Number: 963850-54

By: [Signature]

COUNTY OF LAKE)

BE IT REMEMBERED that on this 23rd day of April, 1990, before me, a notary public in and for the County and State aforesaid, personally appeared D.H. Brunck, and Thomas Neuffer, respectively, of BANK ONE, MERRILLVILLE, N.A., and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first above written.

My County of Residence: _____

My Commission Expires: _____

Patricia A. Stralowski
Notary Public

Patricia A. Stralowski

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STOP



railroad; thence North 59° 57' 30" West along said Northeastern rail road right-of-way, 1,724.96 feet; thence South 30. 2' 30" West 100 feet; thence South 59° 57' 30" East along the Southwestern right-of-way of said abandoned railroad right-of-way, 1,542.08 feet more or less to the North right-of-way line of U.S. 30; thence South 88° 30' 48" East, 208.44 feet to the point of beginning. Said center line beginning at a point of the North right-of-way of U.S. Highway 30, said point being 661.27 feet West of the East line of West 1/2 of the West 1/2 of the Northeast 1/4 of said section 23 (as measured on the North right-of-way line of U.S. Highway No. 30); thence North 1° 22' 12" West on a line drawn at 90 degrees to the North right-of-way line of said U.S. Highway No. 30 a distance of 845.12 feet to the terminal point of said center line of the 80 foot parcel, said terminal point being 640.72 feet West of the East line of the West 1/2 of the West 1/2 of the Northwest 1/4 of said section 23 as measured on a line parallel to the North right-of-way line of said U.S. Highway 30, all in Lake County, Indiana.

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BE IT REMEMBERED that on this 6th day of JUNE, 1990, before me, a notary public in and for the County and State aforesaid, personally appeared S. P. ADIK, and P. R. Homblich, respectively, of Northern Indiana Public Service Company, and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first above written.

My County of Residence:

LAPORTE

My Commission Expires:

MAY 2, 1991

John R. Carr
Notary Public
JOHN R. CARR
NOTARY PUBLIC
STATE OF ILLINOIS

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Parking Lot, Utility Crossovers and Driveways Easement Agreement this _____ day of _____, 1990.

FIRST NATIONAL REALTY & DEVELOPMENT COMPANY

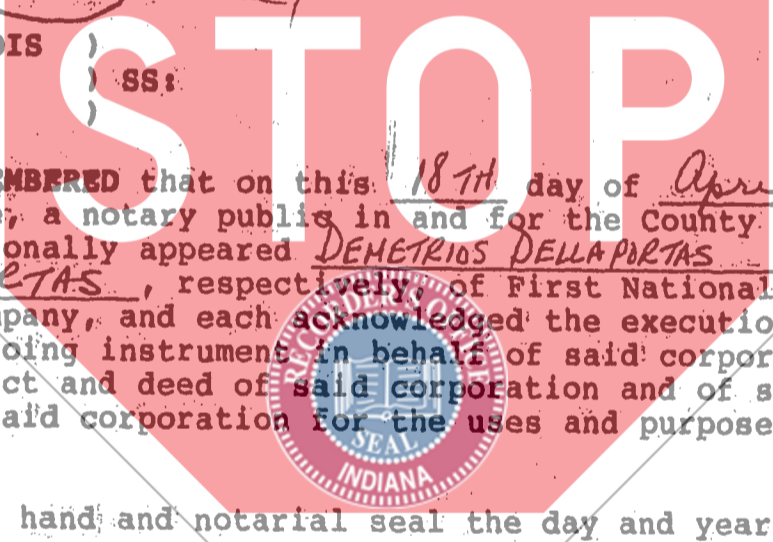
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ATTEST:
[Signature]

STATE OF ILLINOIS)
COUNTY OF COOK)

SS:



BE IT REMEMBERED that on this 18th day of April, 1990, before me, a notary public in and for the County and State aforesaid, personally appeared DEMETRIOS DELLAPORTAS, and MARIA DELLAPORTAS, respectively, of First National Realty & Development Company, and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first above written.

My County of Residence:

COOK

My Commission Expires:

9-23-92

Colleen A. Hanrahan
" OFFICIAL SEAL " , Notary Public
COLLEEN A. HANRAHAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/23/92

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purposes of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as

COUNTY OF LAKE)

BE IT REMEMBERED that on this 23rd day of April, 1990, before me, a notary public in and for the County and State aforesaid, personally appeared D.H. Blumbeck, and Thomas Nutter, respectively, of BANK ONE, MERRILLVILLE, N.A., and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first above written.

My County of Residence: _____

My Commission Expires: _____

Patricia A. Staciowski
Notary Public
PATRICIA A. STACIOWSKI

