

F.B.I.

RECIPROCAL EASEMENT

THIS AGREEMENT made and entered into on the 24th day of January, 1992, by and between Indiana Federal Savings & Loan Association, a duly authorized financial institution doing business in Lake County, Indiana, hereinafter referred to as "INDIANA FEDERAL," and FGS ENTERPRISES, INC., an Indiana corporation doing business in Lake County, Indiana, hereinafter referred to as "FGS."

WITNESSETH:

WHEREAS, INDIANA FEDERAL is the legal titleholder to a certain parcel of real estate described on Exhibit "A" attached hereto, incorporated by reference, and made a part hereof; and

WHEREAS, the parcel of real estate described in Exhibit "A" has frontage on Prairie Avenue and 45th Avenue; and

WHEREAS, FGS is the legal titleholder to a certain parcel of real estate, described on Exhibit "B" attached hereto, incorporated by reference, and made a part hereof; and

WHEREAS, the parcel of real estate described in Exhibit "B" only has frontage on 45th Avenue; and

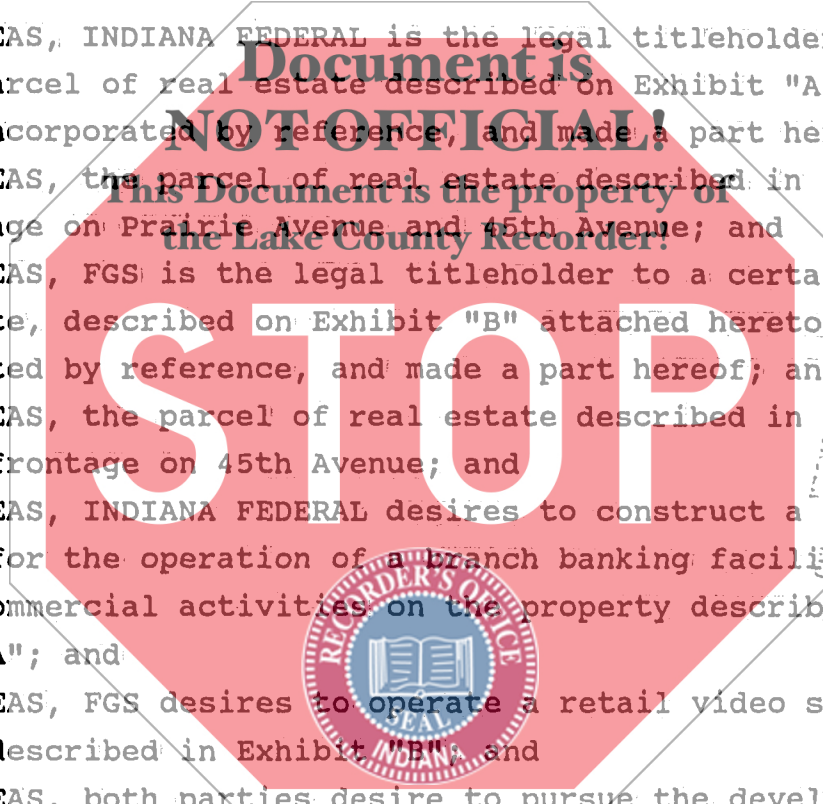
WHEREAS, INDIANA FEDERAL desires to construct a commercial facility for the operation of a branch banking facility and related commercial activities on the property described in Exhibit "A"; and

WHEREAS, FGS desires to operate a retail video store as the property described in Exhibit "B"; and

WHEREAS, both parties desire to pursue the development of their respective properties in cooperation with each other and to the extent mutually beneficial, to submit their respective developments as a single subdivision plan; and

WHEREAS, such cooperative development requires the granting of reciprocal easements for the purpose of ingress and egress and shared parking.

NOW, THEREFORE, in light of the foregoing preamble which is hereby incorporated by reference, the same as if hereinafter restated in its entirety, the terms and conditions set forth hereinafter and other good and valuable consideration, the



STATE OF INDIANA INSURANCE COMPANY

STATE OF INDIANA  
FILED

Handwritten initials and '41.00'

receipt of which is hereby mutually acknowledged, the parties covenant and agree as follows:

1. MUTUAL EASEMENT - 45TH AVENUE. INDIANA FEDERAL grants to FGS, and FGS grants to INDIANA FEDERAL, an easement of ingress and egress over so much of their respective properties as described in Exhibits "A" and "B" as may be necessary, for the purpose of constructing, installing, and maintaining a joint entrance and/or access to and from 45th Avenue, for the use of vehicular traffic, for the use and benefit of each of their respective properties.

2. GRANT OF EASEMENT - PRAIRIE AVENUE. INDIANA FEDERAL grants to FGS, an easement of ingress and egress over so much of INDIANA FEDERAL's property as described on Exhibit "A" as may be necessary for the use, installation, and/or maintenance of a joint entrance and/or access to and from Prairie Avenue, for the use of vehicular traffic, for the use and benefit of each of their respective properties.

3. CROSS PARKING EASEMENTS. INDIANA FEDERAL grants to FGS, the right to park on a portion of INDIANA FEDERAL's property described in Exhibit "A", limited to the east side of the building to be constructed thereon and FGS grants to INDIANA FEDERAL, the right to park on FGS's property as described in Exhibit "B" on the westerly side of the improvements to be constructed thereon, for the mutual use and benefit of the respective parties, their customers, clients, guests, invitees, and/or the general public for the purpose of parking vehicles in conjunction with the use and enjoyment of the parties' respective properties. The areas to be utilized for the mutual benefit of the respective parties shall be delineated to the greatest extent possible on a conceptual site plan prepared by Carras-Szany & Associates, Inc., identified as project number 9108, dated December 16, 1991, a copy of which is attached hereto, marked Exhibit "C" incorporated by reference and made a part hereof.

4. LEGAL DESCRIPTIONS. At the time of the execution of this Agreement, the exact location of the improvements to be constructed by the parties on their respective properties is not

yet known, nor is it possible to specify the exact location of the points of ingress and egress. It is the express desire and intent of the parties hereto that at such time as the development plans are finalized and the location of the appropriate entrances and exits and parking areas have been designated that there shall be a final site plan prepared and initialed by the parties which sets forth the approved development plan.

5. DESIGN. The parties covenant and agree to retain the architectural firm of Carras-Szany & Associates, Architects, Inc., for the purpose of preparing the overall development design and subdivision plat and such other general design work as may be necessary to obtain the necessary approvals from the appropriate governing bodies, including but not limited to, the Town of Highland Plan Commission, and/or Building Department, and state and local highway access permits and any and all other appropriate permits and/or approvals necessary to complete the development of this project. To the extent that the architect's time is devoted to the overall design and development of the subdivision, the costs shall be borne equally. Each party, however, shall be solely responsible for the costs and expenses related to their respective building design plans and specifications. FGS agrees to design and construct its facility in such a manner as to be architecturally compatible with the quality and design of the INDIANA FEDERAL building.

6. CONSIDERATION. FGS shall pay to INDIANA FEDERAL in exchange for the acquisition of the ingress and egress rights and cross parking privileges set forth herein, the sum of Sixty Thousand and 00/100 Dollars (\$60,000.00), which sum shall be paid simultaneously with the execution of this Agreement.

7. OBSTRUCTIONS. Neither party shall obstruct, impede or interfere with the other in the reasonable use of the easements for ingress and egress and parking which are granted herein. No alterations or extensions of the buildings and/or improvements shall encroach upon the mutual easements granted hereunder without first obtaining the written consent of the other party.

8. MAINTENANCE. The parties hereby specifically acknowledge and agree that they shall share the cost of design, installation, maintenance, repair, and/or replacements of any and all improvements related to the entrances for purposes of ingress and egress to both facilities, and the parking areas subject to the cross easements, and any and all maintenance reasonably related thereto. INDIANA FEDERAL shall be responsible for and agrees to arrange and/or contract for all maintenance and repair related to the parking lots on both parcels, (Exhibit A & B) and the entrances and the costs shall be borne two-thirds (2/3) by INDIANA FEDERAL, and one-third (1/3) by FGS. Any maintenance or repair cost or expense in excess of Five Thousand and 00/100 Dollars (\$5,000.00) shall not be incurred without first obtaining FGS's prior approval and consent. The parties further agree to install and maintain adequate signage for both 45th Avenue and Prairie Avenue. The costs of installation and maintenance of any and all joint signs shall be shared pro rata, based on sign area and/or wattage, in a commercially reasonable manner.

All the expenses of maintenance, repair or replacement shall be shared as set forth above, except to the extent that any damage may be caused due to the negligence or intentional wrongdoing of either party or any person who uses or has used the ingress and egress and/or parking easements pursuant to the authority of either party, in which case the party responsible for the damage or the party granting such authority of use to another shall be solely liable for such damages.

9. INSURANCE. Each party shall maintain general public liability insurance as it relates to their respective use and/or occupancy of the areas described herein, and each shall specifically name the other as an additional co-insured on their respective policies, and each shall provide to the other upon request a certificate of insurance evidencing such coverage which in any event shall be in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00).

10. PROPERTY USE. The benefit of the easements granted in this Agreement is contingent upon the use of the parcel described

in Exhibit "B" by FGS for the legal purposes enumerated below and for other legal purposes for which INDIANA FEDERAL gives its prior written consent ("Approved Purpose"):

1. Rental, sale and service of video cassette tapes, related electronic equipment and merchandise.
2. Sale of electronic equipment and support merchandise, computer sales and service.
3. Florist, jeweler, optical sales and service, and photography studio.
4. Sale of men's, woman's and children's clothes, shoes and other apparel items.
5. Professional offices, real estate offices, insurance agencies and Architects and engineer's offices.

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Notwithstanding the provisions above, no use or operation will be made, conducted or permitted on the FGS parcel that is obnoxious, obscene or offensive to the general public or would discredit a neighboring and adjacent first-class financial institution. (For example, a store which is primarily an adult book store or an X-rated movie outlet would not be permitted). In addition to and not in limitation of the prohibited uses, the FGS parcel will not be used at any time for a financial institution, secondary financing institution, check cashing facility or other financial use which would operate in direct or in indirect competition with INDIANA FEDERAL.

INDIANA FEDERAL gives its consent to the use of the parcel described in Exhibit "B" for the purposes of a Box Office Video store and the purposes enumerated above. If the parcel described in Exhibit "B" is used for purposes other than those enumerated above and without the prior written consent of INDIANA FEDERAL, the easements provided herein will terminate at the option of INDIANA FEDERAL.

INDIANA FEDERAL covenants and agrees not to lease any portion of or permit the use of the property described in Exhibit "A" for the sale and/or rental of video cassette tapes and related electronic equipment and merchandise so long as FGS

and/or its assigns or successors in interest shall operate a similar facility on the parcel described in Exhibit "B." In addition, INDIANA FEDERAL covenants and agrees not to lease any portion or permit the use of the property described in Exhibit "A" for purposes that are obnoxious, obscene or offensive to the general public.

11. RIGHT OF FIRST REFUSAL. If FGS or its successors and assigns should desire to sell its parcel to a third party purchaser ("Purchaser") for an Approved Purpose, as defined in Paragraph 10, FGS shall first offer in writing to sell the parcel to INDIANA FEDERAL at a price and terms identical to the price and terms which the Purchaser has offered to FGS to purchase the parcel. If FGS' offer is not accepted in writing by INDIANA FEDERAL within forty-five (45) days after receipt of such offer, then FGS may accept the offer of the Purchaser and sell the parcel to the Purchaser. If the purpose which the Purchaser wishes to use the parcel is not an Approved Purpose, then INDIANA FEDERAL will have forty-five (45) days to approve and consent to the new use and to refuse to exercise its right to purchase the parcel pursuant to its right of first refusal. If INDIANA FEDERAL withholds its consent to the new use, FGS or its successors and assigns will reject the Purchaser's offer to purchase. This right of first refusal will not apply to a Purchaser's offer to purchase if the Purchaser wishes to use the parcel for the sale and rental of video cassette tapes, related electronic equipment and merchandise.

12. NOT A PUBLIC DEDICATION. Nothing contained in this Agreement shall be construed or deemed to in any way create the dedication of a right-of-way for public purposes, and it is the express purpose and intent of the parties hereto that this Agreement shall govern the private use of their respective properties.

13. BINDING EFFECT. The terms and conditions of this Agreement shall be binding upon and the benefits shall inure to the respective parties, their heirs, assigns or successors in interest.

14. CONTROLLING LAW. For purposes of interpretation and/or the enforcement of this Agreement, the law of the State of Indiana shall control.

15. ATTORNEY'S FEES. In the event that it becomes necessary for either party to this Agreement to initiate any action for the purpose of interpretation or enforcement of this Agreement, the prevailing parties shall be entitled to recover, in addition to all other rights and remedies available at law or in equity, their costs, including reasonable attorney's fees.

16. SEVERABILITY. To the extent that any clause, paragraph or portion of this Agreement shall be deemed illegal, unenforceable, null or void for any reason, such determination of invalidity shall not affect any of the other terms and conditions of this Agreement which shall remain in full force and effect.

17. NOTICES. To the extent that it may be necessary for either party to give notice to the other, such notice shall be given by personal delivery and/or by depositing same in the United States mail, return receipt requested, addressed to the respective parties at the following addresses or at such other address as either party may advise the other in writing at any time hereinafter.

INDIANA FEDERAL SAVINGS  
& LOAN ASSOCIATION  
c/o William E. Hall,  
Senior Vice-President  
56 South Washington  
Valparaiso, Indiana 46383

with a copy to:

Barbara A. Young  
HOEPPNER, WAGNER & EVANS  
1000 East 80th Place,  
Suite 606 South  
Merrillville, Indiana 46410

FGS ENTERPRISES, INC.  
6287 U.S. Highway 6  
Portage, TN 46368

with a copy to:

GEORGE W. CARBERRY  
BURKE, MURPHY, CONSTANZA & CUPPY  
8585 Broadway, Suite 610  
Merrillville, IN 46410

18. COVENANTS RUNNING WITH THE LAND. The easements hereby granted, the restrictions hereby imposed, and the agreements herein contained, shall be easements, restrictions and covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns, including but without limitation, all subsequent owners of the property described on Exhibits "A" and "B," and all persons claiming through them.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

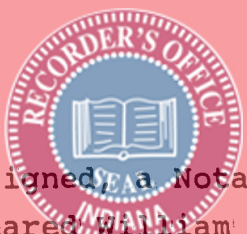


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 By: William E. Hall  
 Senior Vice-President

Attest:

Gloria Otto, Secretary  
 STANLEY L. KROL, SR VICE PRESIDENT

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF LAKE )



Before me, the undersigned, a Notary Public for said County and State, personally appeared William E. Hall and Gloria Otto, Senior Vice-President and Secretary, respectively of INDIANA FEDERAL SAVINGS & LOAN ASSOCIATION, and they being first duly sworn by me upon their oaths, say that the facts alleged in the foregoing instrument are true. Signed and sealed this 24th day of JANUARY, 1992.

My Commission Expires: 8/16/92

Joanne Jones  
 Notary Public JOANNE JONES  
 County of Residence: LAKE

(SEAL)





EXHIBIT "A"

The West half of the South half of the South half of the South half of the Southeast quarter of the Southeast quarter of Section 29, Township 36 North, Range 9, in Lake County, Indiana, excluding the East 550 feet thereof, excluding the West 30 feet thereof, excluding the South 30 feet thereof, and excluding the North 10 feet thereof.

The West 100 feet of the East 550 feet of the West half of the South half of the South half of the South half of the Southeast quarter of the Southeast quarter of Section 29, Township 36 North, Range 9, in Lake County, Indiana, excluding the South 30 feet thereof and excluding the North 10 feet thereof.

The West 100 feet of the East 450 feet of the West half of the South half of the South half of the South half of the Southeast quarter of the Southeast quarter of Section 29, Township 36 North, Range 9, in Lake County, Indiana, excluding the South 30 feet thereof and excluding the North 10 feet thereof.

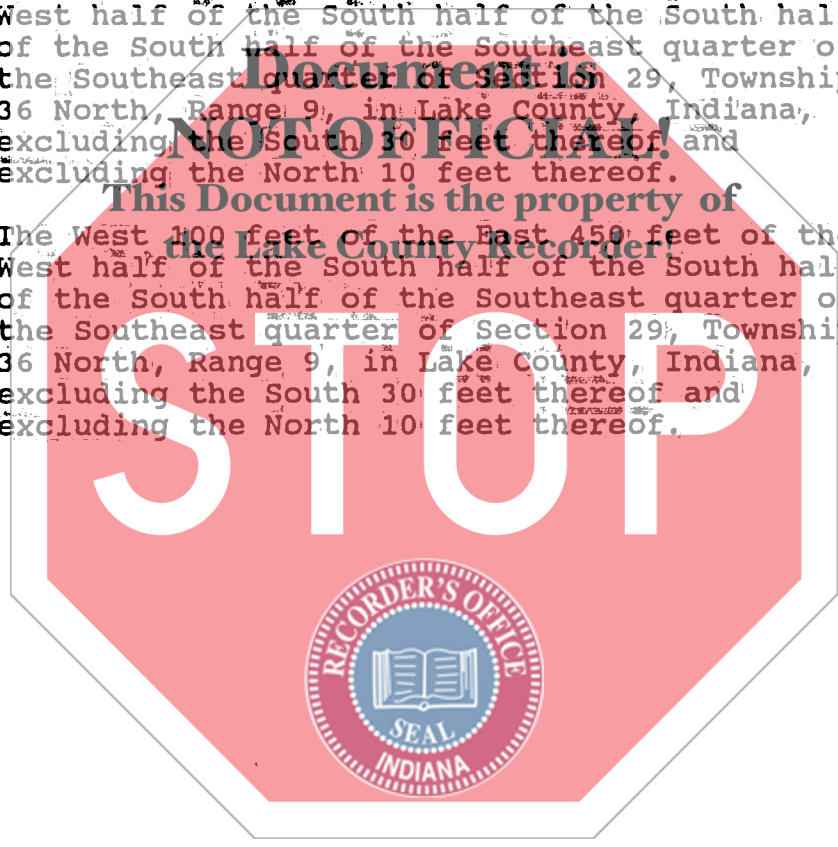


EXHIBIT "B"

The West 120 feet of the East 350 feet of the West Half of the South Half of the South Half of the South Half of the Southeast Quarter of the Southeast Quarter of Section 29, Township 36 North, Range 9 West of the Second Principal Meridian (except the South 30 feet to be reserved for a public road), all in the Town of Highland, Lake County, Indiana.



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**STOP**





276.25'

10' BYPASS LANE



6.25'

G. DUMSTER

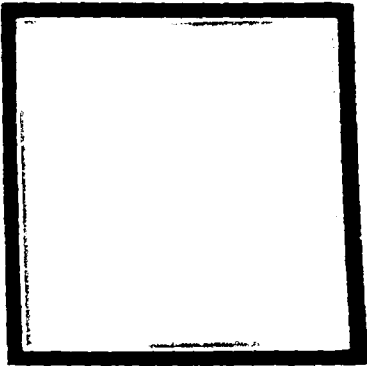
120.0'



S

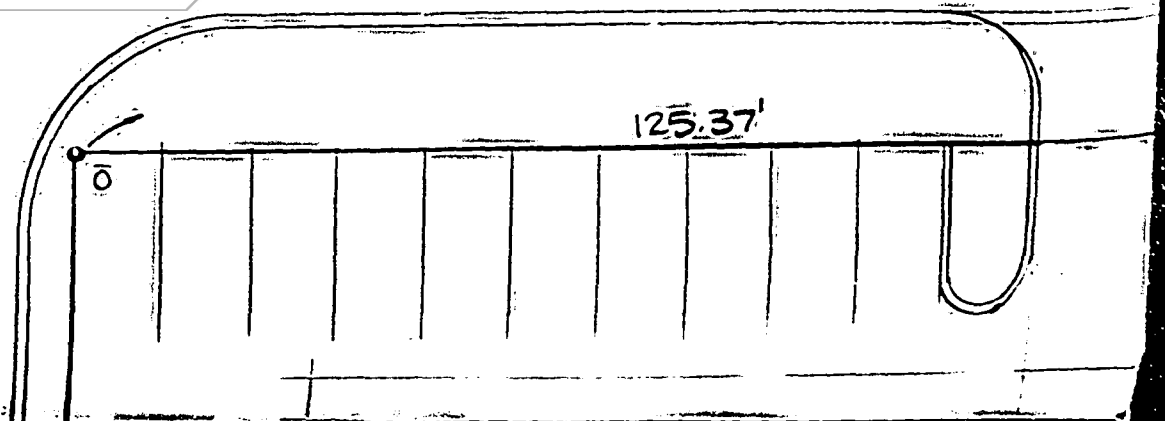
BRANCH BANK BUILDING FOR  
INDIANA FEDERAL  
45TH AVE & PRAIRIE AVE  
HIGHLAND, INDIANA

DATE  
2/16/91



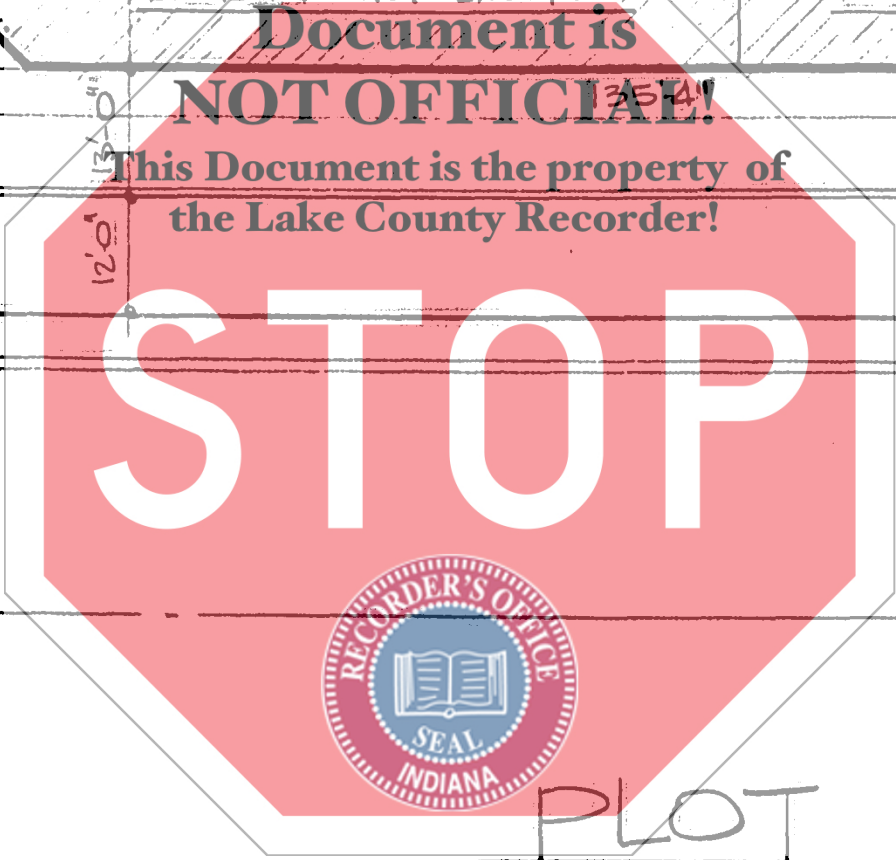
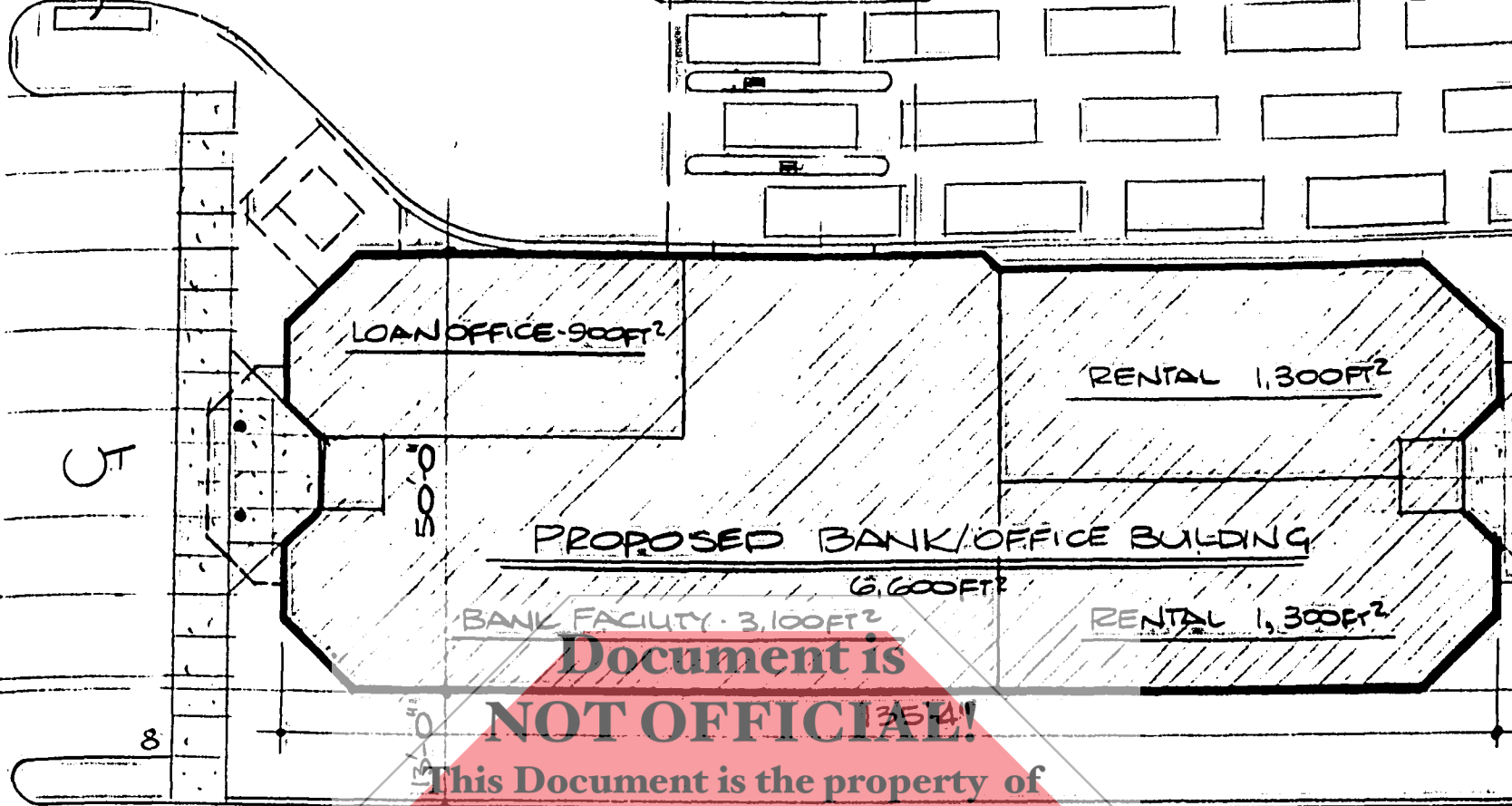


CL PRAIRIE AVE





ATM



€ 45

PLOT PLAN

PROPOSED RETAIL SPACE

4,940 FT<sup>2</sup>

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SCALE: 1" = 20'-0"



EXHIBIT "C"

1<sup>ST</sup> AVE

12

14

125.42'

LEGEND

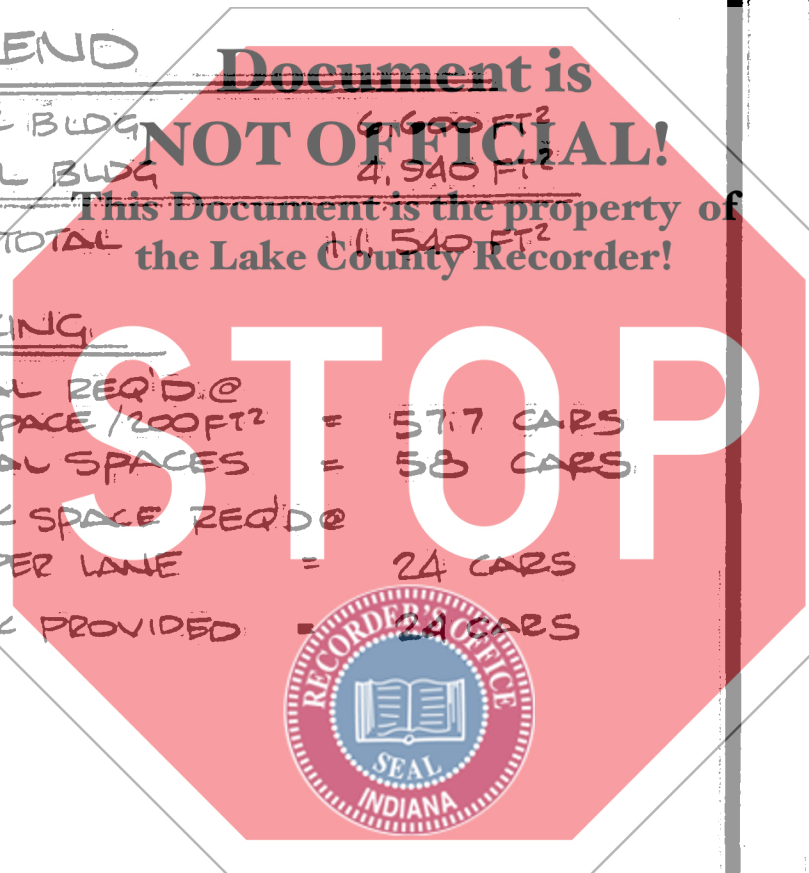
BANK BLDG	6,600 FT <sup>2</sup>
RETAIL BLDG	4,940 FT <sup>2</sup>
<b>TOTAL</b>	<b>11,540 FT<sup>2</sup></b>

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PARKING

TOTAL REQ'D @	
1 SPACE / 200 FT <sup>2</sup>	= 57.7 CARS
ACTUAL SPACES	= 58 CARS
STACK SPACE REQ'D @	
6 PER LANE	= 24 CARS
STACK PROVIDED	= 24 CARS



**CARRAS-SZANY & ASSOCIATES, INC., ARCHITECT**  
**DANIEL R. SZANY A.I.A.**

**NATHAN A. CARRAS A.I.A.**  
**6919 LINCOLN HIGHWAY PO BOX 179 SCHERERVILLE, IN 46375**  
**(219) 322-5950**

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SHEET