

368508 class
Whiteco Industries

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EASEMENT

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THIS AGREEMENT is made and entered into March 22, 1993 (this "Agreement") by and among I65 and 30 Venture, an Indiana limited partnership, having a mailing address of 1000 East 80th Place, Suite 700 North, Merrillville, Indiana 46410, ("I65 and 30"); Whiteco Industries, Inc., a Nebraska corporation, having a mailing address of 1000 East 80th Place, Suite 700 North, Merrillville, Indiana 46410, ("Whiteco"); and Metropolitan Life Insurance Company, a New York corporation, having a mailing address of 2001 Spring Road, Suite 400, Oakbrook, Illinois 60521, ("Metropolitan");

Chicago Title Insurance Company

STATE OF INDIANA
LAKE COUNTY
FILED



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STATE RECORDER
LAKE COUNTY

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WHEREAS, I65 and 30 is the owner of real estate located in Merrillville, Lake County, Indiana, and legally described in Exhibit A (the "I65 and 30 Parcel"); and

WHEREAS, Whiteco is the owner of real estate located in Merrillville, Lake County, Indiana, and legally described in Exhibit B (the "Whiteco Parcel"); and

Handwritten signature
AUDITOR LAKE COUNTY

WHEREAS, Metropolitan is the Mortgagee under a certain Mortgage dated October 1978 and recorded October 6, 1978 as document number 494661 in the Office of the Recorder of Lake County, Indiana (the "I65 and 30 Mortgage"); and

WHEREAS, I65 and 30, Whiteco, and Metropolitan desire to

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enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the receipt and adequacy of which consideration are hereby acknowledged, I65 and 30, Whiteco, and Metropolitan agree as follows:

Section 1. I65 and 30 Grant of Parking Easement. I65 and 30 hereby grants to Whiteco, its mortgagees, successors, and assigns, and their licensees, guests, and invitees, a nonexclusive perpetual easement for purposes of parking automobiles and vehicular and pedestrian ingress and egress over, on, and across real estate legally described as follows:

The South 40 feet of Lot 1, Holiday Plaza, Unit No. 2, except the west 489 feet thereof, and over the entire west 489 feet of Lots 1 and Lot 2, Holiday Plaza, Unit No. 2,

(the "I65 and 30 Parking Easement"). The I65 and 30 Parking Easement shall include a minimum of 1,400 spaces. Whiteco agrees that the I65 and 30 Parking Easement will be used in a manner consistent with requirements of the Town of Merrillville, Indiana with respect to off-street parking and shall not cause the I65 and 30 Parcel to fail to be in compliance with any applicable statute, code, or regulation.

Section 2. Whiteco Grant of Parking Easement. Whiteco hereby grants to I65 and 30, its mortgagees, successors, and

assigns, and their licensees, guests, and invitees, a nonexclusive perpetual easement for purposes of parking automobiles and vehicular and pedestrian ingress and egress over, on, and across the parking facilities located on real estate legally described in Exhibit B (the "Whiteco Parking Easement"). The Whiteco Parking Easement shall include a minimum of 713 spaces.

Section 3. I65 and 30 Grant of Signage Easement. I65 and 30 hereby grants to Whiteco, its mortgagees, successors, and assigns, and their licensees, guests, and invitees, a nonexclusive perpetual easement for purposes of erecting and maintaining signs and ingress and egress over, on, and across real estate legally described as follows:

The Southeasterly 30 feet and the Northwesterly 30 feet of Lot 1 and the Southeasterly 30 feet of Lot 2 in Holiday Plaza, Unit No. 2,

(the "I65 and 30 Signage Easement"). I65 and 30, for itself and its successors in interest including but not limited to Metropolitan so long as it has an interest in the I65 and 30 Parcel, further reserves the right to (a) use that portion of the I65 and 30 Parcel subject to the I65 and 30 Signage Easement in a manner that does not unreasonably obstruct or interfere with visibility of or to the signs and (b) to relocate the signs to any alternative location on the I65 and 30 Signage Easement if such is reasonably necessary for the

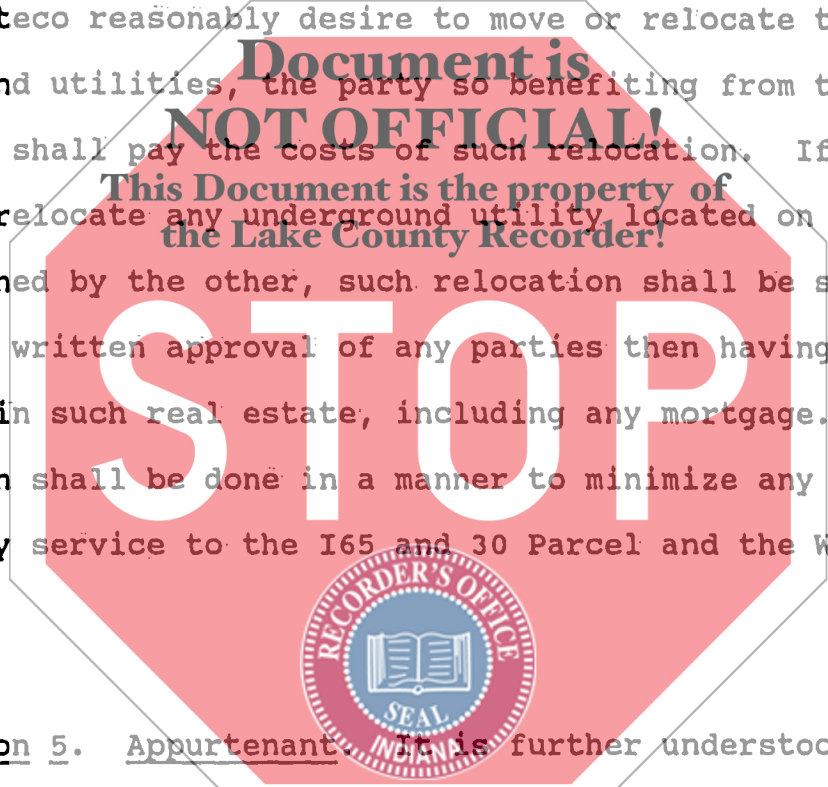
development and use of the I65 and 30 Parcel.

The signs to be installed and maintained on the I65 and 30 Signage Easement shall not exceed 3' X 6' in size and are as generally described in Exhibit C. During any time I65 and 30 and/or Metropolitan has an interest in or with respect to the I65 and 30 Parcel, any change in the size or design of the signs is subject to the prior written approval of I65 and 30 and/or Metropolitan as to their respective interests in the I65 and 30 Parcel. Whiteco agrees that the signs will not be placed in locations to limit access to or parking on the I65 and 30 Parcel or the Whiteco Parking Easement.

Section 4. Utility Easements. I65 and 30 and Whiteco, as appropriate, hereby grant to the other, their mortgagees, successors, and assigns, and their licensees, guests, and invitees, a nonexclusive perpetual easement for the underground utilities presently located on the I65 and 30 Parcel and/or the Whiteco Parcel, including but not limited to an underground electrical line within the area designated as the Electrical Easement on Exhibit D, for maintenance purposes for such underground utilities, and for vehicular and pedestrian ingress and egress over, on, and across the I65 and 30 Parcel and/or the Whiteco Parcel, as appropriate, for purposes of maintaining such underground utilities (the "Utility Easements").

I65 and 30 and Whiteco, for themselves and their successors

in interest, each agree to maintain the underground utilities serving their respective properties which are located within any portion of the Utility Easements that are on the I65 and 30 Parcel and Whiteco Parcel, as appropriate. In the event the surface is disturbed in connection with such maintenance, the appropriate party further agrees to promptly restore the area to its pre-disturbance condition. In the event either I65 and 30 or Whiteco reasonably desire to move or relocate the underground utilities, the party so benefiting from the Utility Easements shall pay the costs of such relocation. If a party seeks to relocate any underground utility located on real estate owned by the other, such relocation shall be subject to the prior written approval of any parties then having any interest in such real estate, including any mortgage. Any relocation shall be done in a manner to minimize any disruption of utility service to the I65 and 30 Parcel and the Whiteco Parcel.



Section 5. Appurtenant. It is further understood and agreed that the I65 and 30 Parking Easement, the Whiteco Parking Easement, the I65 and 30 Signage Easement, and the Utility Easements as granted by this Agreement (collectively the "Easements") are to be held by the respective grantees, their successors and assigns, and their licensees, guests, and invitees, as appurtenant to and for the benefit of the real estate owned by the respective grantees and described in this Agreement as the I65 and 30 Parcel and the Whiteco Parcel.

Section 6. Maintenance. It is further understood and agreed that I65 and 30, at its cost and expense, shall at all times maintain the I65 and 30 Parking Easement in good order and repair, clearly striped, reasonably free from snow, ice, dirt, and debris. Whiteco shall not be required to reimburse I65 and 30 for any capital expenditures associated with the I65 and 30 Parking Easement. Within thirty (30) days after billing, Whiteco agrees to reimburse I65 and 30 in an amount equal to seventy-five percent (75%) of any reasonable costs and expenses associated with such maintenance. Upon request, I65 and 30 agrees to provide Whiteco with supporting documentation as to such costs. It is further understood and agreed that Whiteco, at its cost and expense, shall at all times maintain the Whiteco Parking Easement in good order and repair, clearly striped, reasonably free from snow, ice, dirt, and debris. I65 and 30 shall not be required to reimburse Whiteco for any capital expenditures associated with the Whiteco Parking Easement. Within thirty (30) days after billing, I65 and 30 agrees to reimburse Whiteco an amount equal to twenty-five (25%) of any such reasonable costs and expenses associated with such maintenance. Upon request, Whiteco agrees to provide I65 and 30 with supporting documentation as to such costs and expenses.

With respect to the I65 and 30 Signage Easement, Whiteco, at its costs and expense, shall at all times maintain the signs located upon the real estate subject to the I65 and 30 Signage

Easement in good order and repair and shall bear all costs associated with so maintaining the signs. In the event Whiteco fails to maintain such signs to the reasonable satisfaction of I65 and 30 and/or Metropolitan, following written demand from either I65 and 30 or Metropolitan stating the basis for its dissatisfaction, Whiteco agrees promptly following its receipt of such demand to either (a) correct the basis for the dissatisfaction stated in such notice or (b) remove such unsatisfactorily maintained signs.

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Section 7. Metropolitan Subordination. Metropolitan
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agrees that the I65 and 30 Mortgage is and shall continue to be subject and subordinate to the Easements; provided, however, in the event any default on the part of I65 and 30, under or with respect to this Agreement, notice of such default shall be provided to Metropolitan and Metropolitan may, but shall not be obligated to, cure any such default. In the event that Metropolitan, or any other first mortgage lien holder, obtains title to the I65 and 30 Parcel, any then delinquent payment shall not run with the land or become the obligation of the owner of the I65 and 30 Parcel.

Section 8. I65 and 30 Indemnification. I65 and 30, for itself and its successors as owner of the I65 and 30 Parcel, agrees to indemnify, defend, and hold harmless Whiteco and Metropolitan, and their officers, employees, and agents, from and against all claims and demands, including costs, litigation

expenses, attorneys' fees, and liabilities incurred in connection with such claims and demands, arising out of injury to, or death of, any person whatsoever or damage to property of any kind by whomever owned, to the extent caused by the acts, errors, or omissions of the owner of the I65 and 30 Parcel, or any firm or any other person directly or indirectly employed or retained by it or for which it is responsible, while engaged in the performance of any obligations assumed under this Agreement or any activity associated with this Agreement on the part of the owner of the I65 and 30 Parcel. Notwithstanding the foregoing, in the event that Metropolitan or any other first mortgage lien holder, or their respective designees, obtains title to the I65 and 30 Parcel, whether through foreclosure or deed in lieu thereof, the indemnity as provided in this Section 8 shall be limited to the interests of such persons or entities in the I65 and 30 Parcel and such persons or entities shall have no personal liability with respect to or arising as a result of the indemnifications included in this Section 8.

Section 9. Whiteco Indemnification. For so long as Whiteco is the owner of the Whiteco Parcel, Whiteco agrees to indemnify, defend, and hold harmless I65 and 30 and Metropolitan and their officers, employees, and agents, from and against all claims and demands, including costs, litigation expenses, attorneys' fees, and liabilities incurred in connection with any such claims and demands, arising out of injury to, or death of, any person whatsoever or damage to

property of any kind by whomever owned, to the extent caused by the acts, errors, or omissions of Whiteco, or any firm or any other person directly or indirectly employed by Whiteco or for which it is responsible, while engaged in the performance of any obligations assumed under this Agreement or any activity associated with this Agreement on the part of Whiteco.

Section 10. Insurance. Whiteco shall purchase, with its own funds and provide and maintain throughout the term of this Agreement, general liability insurance in a combined single limit of \$1,000,000 with insurance companies acceptable to I65 and 30 and Metropolitan, provided, however, such insurance companies shall have a minimum Best rating of B+ and such insurance coverage shall have a maximum deductible of \$100,000. Whiteco shall supply I65 and 30 and Metropolitan with a certificate evidencing such insurance coverage throughout the term of this Agreement. Such certificate shall note that I65 and 30 and Metropolitan are additional named insureds and that such coverage shall not be changed or cancelled without at least 10 days prior written notice to I65 and 30 and Metropolitan. Whiteco, I65 and 30, and Metropolitan waive all rights against each other and the agents, employees, and contractors of each other, for damages caused to the extent covered by insurance obtained pursuant to this Section 10.

Section 11. Non-Barrier. Each party to this Agreement hereby agrees that it shall not construct any barriers or

structures which would materially impair or impede the parking or access contemplated by this Agreement.

Section 12. Defaults. In the event either I65 and 30 or Whiteco fails to perform any obligation under this Agreement or with respect to any Easements, I65 and 30, Whiteco, or Metropolitan, or any subsequent owner of the I65 and 30 Parcel, or the Whiteco Parcel, may perform and the defaulting party agrees to reimburse the performing party for the cost of performance. Such payment shall be due upon demand.

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Section 13. Miscellaneous. The Easements are not subject to merger in the event the I65 and 30 Parcel and the Whiteco Parcel come under common ownership. All provisions of this Agreement, including the benefits and burdens, shall run with the I65 and 30 Parcel and the Whiteco Parcel, as applicable, and are binding upon and shall inure to the successors and assigns of I65 and 30 and Whiteco. This Agreement may be modified, altered, amended, cancelled, or terminated only by the written agreement of I65 and 30 and Whiteco, with the approval of Metropolitan so long as the I65 and 30 Mortgage remains in full force and effect.

Section 14. Notices. All notices and communications required or desired in connection with this Agreement shall be in writing and shall be delivered personally or shall be sent by registered mail, certified mail, Express Mail, Express Mail

service, or nationally used overnight delivery service, postage prepaid and return receipt requested addressed as follows:

If to I65 and 30 at:

I65 and 30
c/o Financial Vice President
Whiteco Industries, Inc., General Partner
1000 East 80th Place, Suite 700 North
Merrillville, Indiana 46410

If to Whiteco at:

Financial Vice President
Whiteco Industries, Inc.
1000 East 80th Place, Suite 700 North
Merrillville, Indiana 46410

If to Metropolitan at:

Metropolitan Life Insurance Company
2001 Spring Road, Suite 400
Oakbrook, Illinois 60521
Attn: Vice President of Real Estate Investment

or at such other address as any party may designate by written notice to the other parties.

Section 15. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana.

Section 16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of I65 and 30, Whiteco, and Metropolitan as well as their respective successors and assigns.

IN WITNESS WHEREOF, I65 and 30, Whiteco and Metropolitan have executed this Agreement as of the date and year first above written.

I65 and 30 Venture, an Indiana Limited Partnership

By: Whiteco Industries, Inc. General Partner



By: Dennis E. Kackos
Dennis E. Kackos,
Financial Vice President

By: Dennis E. Kackos
Dennis E. Kackos, Financial
Vice President

Metropolitan Life Insurance
Company

By: Robert J. Tracy
Investment Officer, Real
Estate Investments

Dr. JPM
5-15

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me the undersigned, a Notary Public for the above county and state, came I65 and 30 Venture, an Indiana Limited Partnership by Whiteco Industries, Inc., General Partner by Dennis E. Kackos personally known to me to be the Financial Vice President of the corporation, and acknowledged the execution of the foregoing instrument this 22 day of March 1993.

Sharon Mustafa
Notary Public
Printed Name: Sharon Mustafa

My Commission Expires: 10-18-95
Resident County: Lake

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me the undersigned, a Notary Public for the above county and state, came Whiteco Industries, Inc. by Dennis E. Kackos personally known to me to be the Financial Vice President of the corporation, and acknowledged the execution of the foregoing instrument this 22 day of March 1993.

Sharon Mustafa
Notary Public

My Commission Expires: 10-18-95 Printed Name: Sharon Mustafa
Resident County: LAKE

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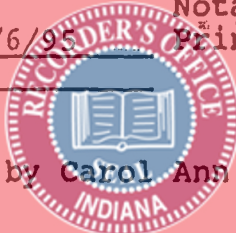
STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

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Before me the undersigned, a Notary Public for the above county and state, came Metropolitan Life Insurance Company by Robert J. Terry, personally known to me to be the Investment Officer, Real Estate Investments of the corporation, and acknowledged the execution of the foregoing instrument this 15th day of March 1993.

Carol A. Jorgenson
Notary Public

My Commission Expires: 1/6/95 Printed Name: Carol A. Jorgenson
Resident County: DUPAGE



This instrument prepared by Carol Ann Bowman, Attorney at Law.

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"OFFICIAL SEAL"
CAROL A. JORGENSON
Notary Public, State of Illinois
My Commission Expires 1/6/95

LEGAL DESCRIPTION

Parcel I:

Lots 1 and 2, Holiday Plaza, Unit #2, in Lake County, Indiana excepting therefrom the following described tract:

Part of the East 1/2 of the SE 1/4 of the NW 1/4 of Section 22, Township 35 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, described as follows: Commencing at a point on the North line of Holiday Plaza, Unit No. 1 and 38 feet East of the Northwest corner thereof; thence North 12.3 feet; thence East 16.5 feet; thence North 16.7 feet, more or less, to a point 29 feet North of the North line of Holiday Plaza, Unit No. 1; thence East parallel to the North line of Holiday Plaza, Unit No. 1, a distance of 249.5 feet; thence South 18 feet; thence East 10.2 feet; thence South 11.0 feet to the North line of Holiday Plaza, Unit No. 1; thence West 276.5 feet more or less, to the point of beginning.

Parcel II:

That part of the Northwest quarter, of the Northeast quarter, of Section 22, Township 35 North, Range 8 West of the 2nd Principal Meridian in Lake County, Indiana, described as: Commencing at the Southwest corner of the Northwest quarter, of the Northeast quarter of said Section 22; thence North 00 degrees 15 minutes 29 seconds West along the West line of the Northeast quarter of said Section 22 a distance of 176.0 feet; thence South 77 degrees 20 minutes 00 seconds East a distance of 464.70 feet; thence South 12 degrees 23 minutes 30 seconds West a distance of 75.57 feet, more or less, to the South line of the Northwest quarter, of the Northeast quarter of said Section 22; thence South 89 degrees 57 minutes 45 seconds West a distance of 436.38 feet to the point of beginning.

Parcel III:

An un-numbered parcel of land on the plat of Holiday Plaza, Unit No. 2, more particularly described as follows:

Beginning at the intersection of the Westerly line of Rhode Island Street and the Northerly of 80th Avenue; thence Westerly along the Northerly line of said 80th Avenue a distance of 106.24 feet to a point of curve on the North line of the Southwest quarter, of the Northeast quarter of Section 22, Township 35 North, Range 8 West of the 2nd P.M.; thence North 89 degrees 57 minutes 45 seconds East along the North line of the Southwest quarter, of the Northeast quarter of said Section 22 a distance of 108.02 feet to the Westerly line of Rhode Island Street; thence Southerly along the Westerly line of Rhode Island Street 12.01 feet to the point of beginning.

- Parcel 2: (a) All of Holiday Plaza, Unit No. 1, as per plat thereof, recorded in Plat Book 38 page 56, in the Office of the Recorder of Lake County, Indiana, except therefrom all dedicated streets, alleys and public ways.
- (b) Part of the East 1/2 of the SE 1/4 of the NW 1/4 of Section 22, Township 35 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, described as follows: Commencing at a point on the North line of Holiday Plaza, Unit No. 1 and 38 feet East of the Northwest corner thereof; thence North 12.3 feet; thence East 16.5 feet; thence North 16.7 feet more or less, to a point 29 feet North of the North line of Holiday Plaza, Unit No. 1; thence East, parallel to the North line of Holiday Plaza, Unit No. 1, a distance of 249.5 feet; thence South 18 feet; thence East 10.2 feet; thence South 11.0 feet to the North line of Holiday Plaza Unit No. 1; thence West 276.5 feet, more or less, to the point of beginning.
- (c) Also all of lots 3 and 4 in Holiday Plaza, Unit No. 2, as per plat thereof, recorded in Plat Book 49 page 36, in the Office of the Recorder of Lake County, Indiana.



Specifications

Monolithic and seamless
Fiberglass unit.

Copy: 2" Korinna Bold
Arrows: 2-3/4" per AS's
A3500 arrow.

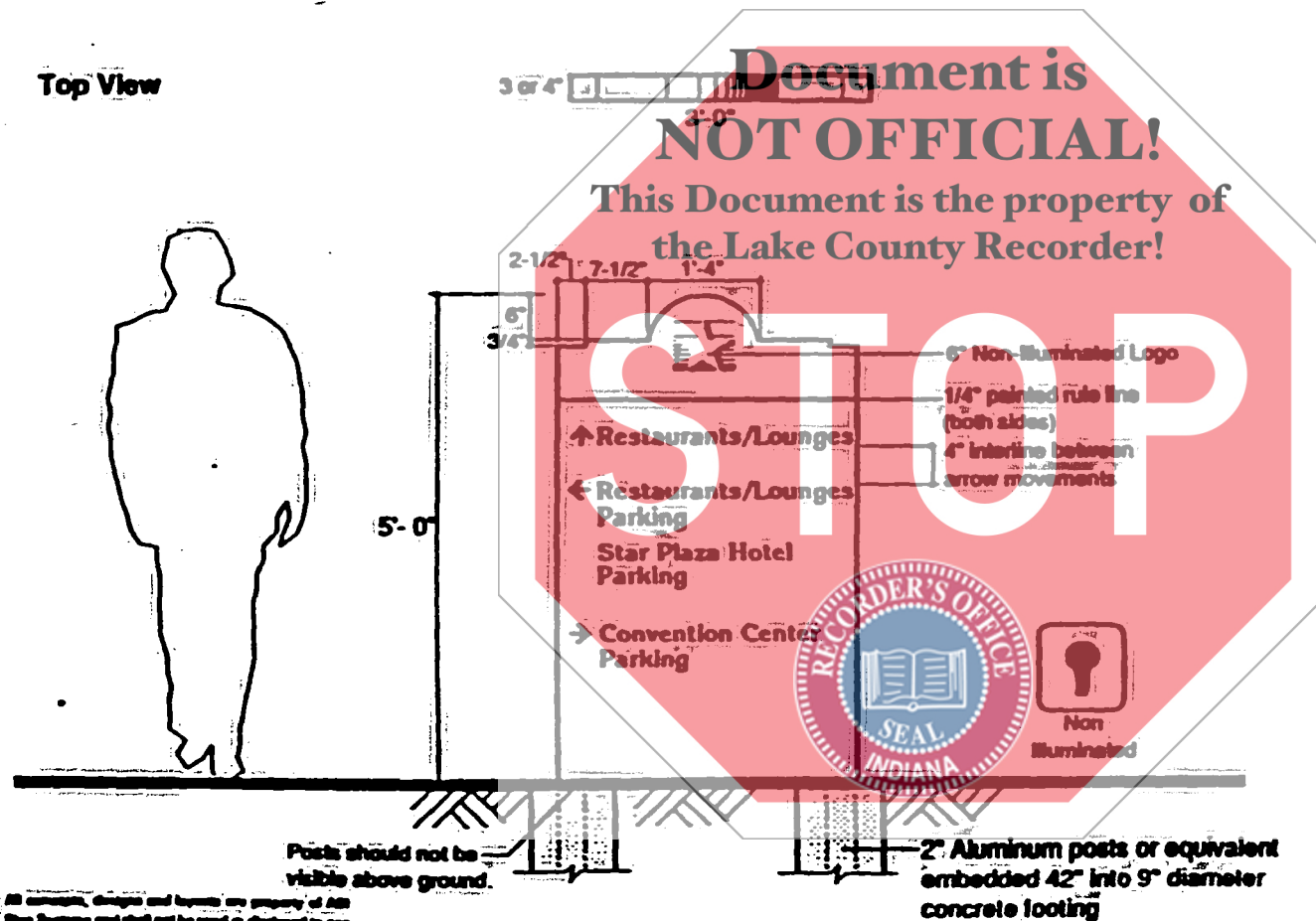
Copy, Arrows and Logo
Color: White Scotchlite
Reflective Vinyl

Background colors:
PMS 18-5612 (Blue-Green)
PMS 15-1624 (Pink) for rule
line

Logo: Size 6" (H)

EXHIBIT C

Top View



All materials, designs and layouts are property of ASI Sign Systems and shall not be used or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of ASI Sign Systems. Written dimensions on these drawings shall have precedence over stated dimensions. Contractor shall verify and be responsible for all dimensions and conditions on the job.

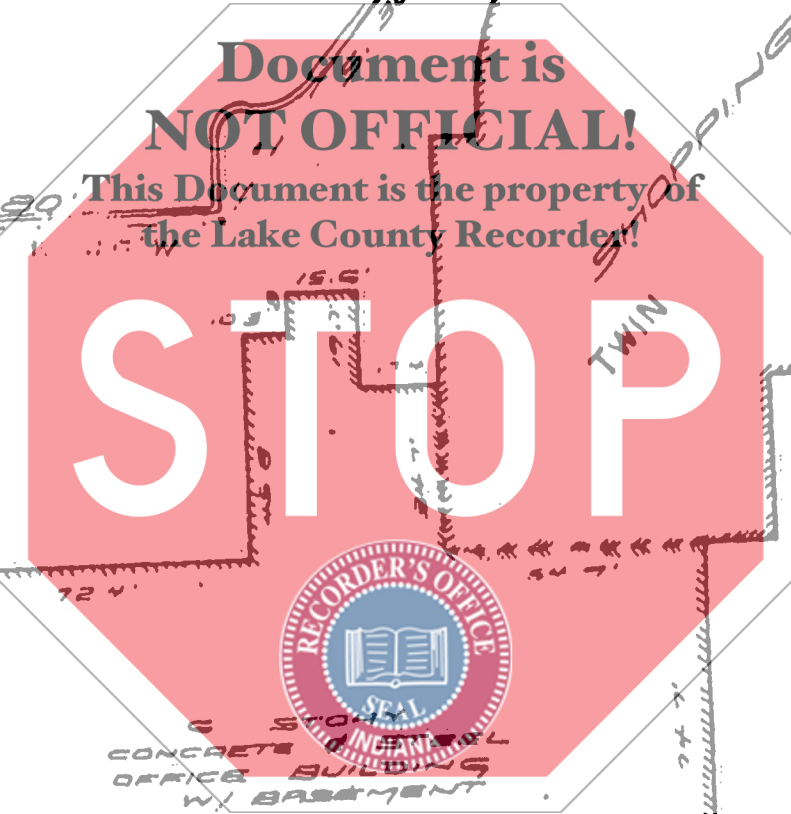
Scale: 1/2" = 1'-0"

Sign Type: C
Tertiary Directional

Project: Star Plaza Hotel
Exterior Sign System

Date: September 30, 1988

ASI Sign Systems

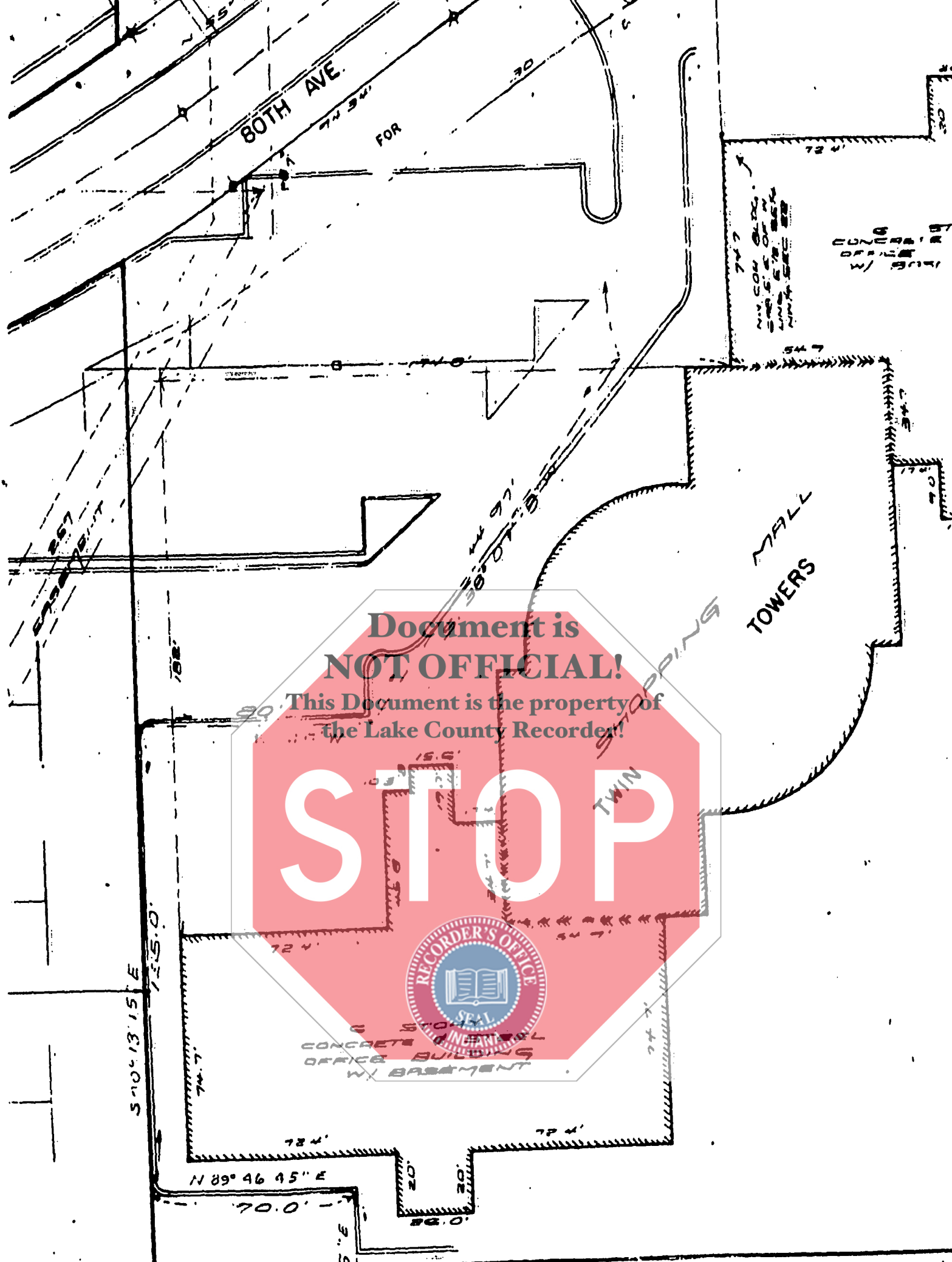


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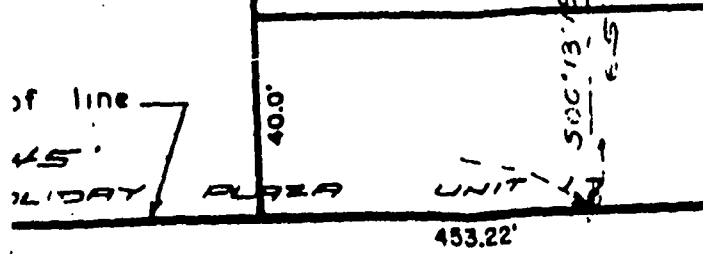
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CONCRETE & METAL OFFICE BUILDING W/ BASEMENT



CROSS PARKING EASEMENT SOUTH 40' LOT 1, HOLIDAY PLAZA UNIT NO. 2 EXCEPT THE WEST 489' THEREOF.



HOLIDAY PLAZA UNIT No 1 7.892 ac.

EXHIBIT D.

CROSS PARKING EASEMENT

NE COR. HOLIDAY PLAZA UNIT NO. 1

