

LAWYERS TITLE INS. CORP.
ONE PROFESSIONAL CENTER
SUITE 215
CROWN POINT, IN 46307

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AMASA G. COLBY
CHIEF DEP. RECORDER

95001051

FILED
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD JAN 5 1995

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PARKING LOT EASEMENT

[Handwritten signature]

This Agreement is made between Peter Bellich and Wanda Bellich, husband and wife ("Grantors"), and Hoosier Park L.P., an Indiana Limited Partnership ("Grantee").

It is understood that Grantors are owners of certain real property described as follows:

The North 140 feet of Lot 36 in Southmoor Park 2nd Addition in the Town of Merrillville, Lake County, Indiana, as per plat thereof ("Strip Center").

1. For valuable consideration, Grantors grant a perpetual easement to Grantee, for certain portions of Strip Center described as follows:

Parcel 1. An area to the West of the building portion of Strip Center, described as being the West 83' of the North 102' of Lot 36 in Southmoor Park 2nd Addition in the Town of Merrillville, Lake County, Indiana, and

Parcel 2. An area to the East of Strip Center building facing Broadway with dimensions of approximately 138' x 104'.

2. Grantors hereby grant said perpetual easement to Grantee, its business invitees, employees, agents, and customers, the right to use as a parking area, which shall include entrances, exits, driveways, and walks, and further, the right of access over and across easement parcels.
3. Use of easement Parcel 2 shall pertain to hours beginning 6 PM, Monday thru Saturday and all day Sundays and Holidays.
4. Grantee agrees to be responsible for the striping and maintenance of the easement parcels, as well as the removal of snow as needed in a satisfactorily manner. Snow must be removed before 8 A.M.
5. Grantors reserve the right to utilize said easement parcels for parking use, which does not interfere or prevent use by Grantee.



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6. This easement, along with its rights and privileges granted herein shall remain in effect as long as Grantee owns real property adjacent to the South, commonly known as 7610 Broadway, but may be terminated by mutual agreement between Grantors and Grantee.
- * See Below
7. This easement shall not be assignable by Grantee without written approval by Grantors.

In witness whereof, the Grantors and the Grantee have executed this agreement this 30th day of November, 1994.

GRANTORS:

Document is Bellich

NOT OFFICIAL

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the Lake County Recorder

PETER BELLICH

FL # DL B420-901-20-762-0

Wanda Bellich

DL FL # B420-660-16-368-0

GRANTEE:

HOOSIER PARK L.P., AN INDIANA
LIMITED PARTNERSHIP

By: *Jeffrey M. Smith*

Title: *President*

Attest:

By: *[Signature]*

Title: *Secretary*



- * This agreement is effective for 3 year period and renewed as per above No. 6 after 3 years.

STATE OF FLORIDA)
COUNTY OF Collier)

Before me, the undersigned, a Notary Public in and for said County and State, this 30th day of November, 1994, personally appeared Peter Bellich and Wanda Bellich and acknowledged the execution of the foregoing Parking Lot Easement.

In Witness whereof, I have hereunto subscribed my name and affixed my official seal.

Margaret Ehrle

Document is _____ Notary Public
A Resident of _____ County

NOT OFFICIAL!

My Commission Expires:

This Document is the property of
the Lake County Recorder!



STATE OF Kentucky)
COUNTY OF Jefferson)

Before me, the undersigned, a Notary Public in and for said County and State, this 30th day of December, 1994, personally appeared Hoosier Park L.P., an Indiana Limited Partnership, by Jeffrey W. Smith, President of Anderson Park, Inc. general partner, and acknowledged the execution of the foregoing Parking Lot Easement.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Rebecca C. Reed

Notary Public
A Resident of Jefferson County

My Commission Expires:

January 27, 1996