

56-3877

# AGREEMENT FOR EASEMENT

THIS AGREEMENT, made this 25th day of September, 1996, by and between THE FIRST PRESBYTERIAN CHURCH OF CROWN POINT, hereinafter referred to as the "Grantor" and WEST STREET PLAZA, LLC, an Indiana limited liability company, hereinafter referred to as the "Grantee",

## WITNESSETH:

A. The Grantor is the owner of certain real property commonly known as 231 South Court Street, Crown Point, Indiana, more particularly described as follows:

The South 54 feet of Lot 54 in the original town (now city) of Crown Point, as per plat thereof, recorded November 6, 1840 in Deed Record "B" page 121 and in Plat Book 1 page 46, in the office of the recorder of Lake County, Indiana.

hereinafter referred to as the "Lot" and/or the "Servient Tenement."

B. The Grantee is the owner of certain real property commonly known as 160-190 South West Street, Crown Point, Indiana, and more particularly described as follows:

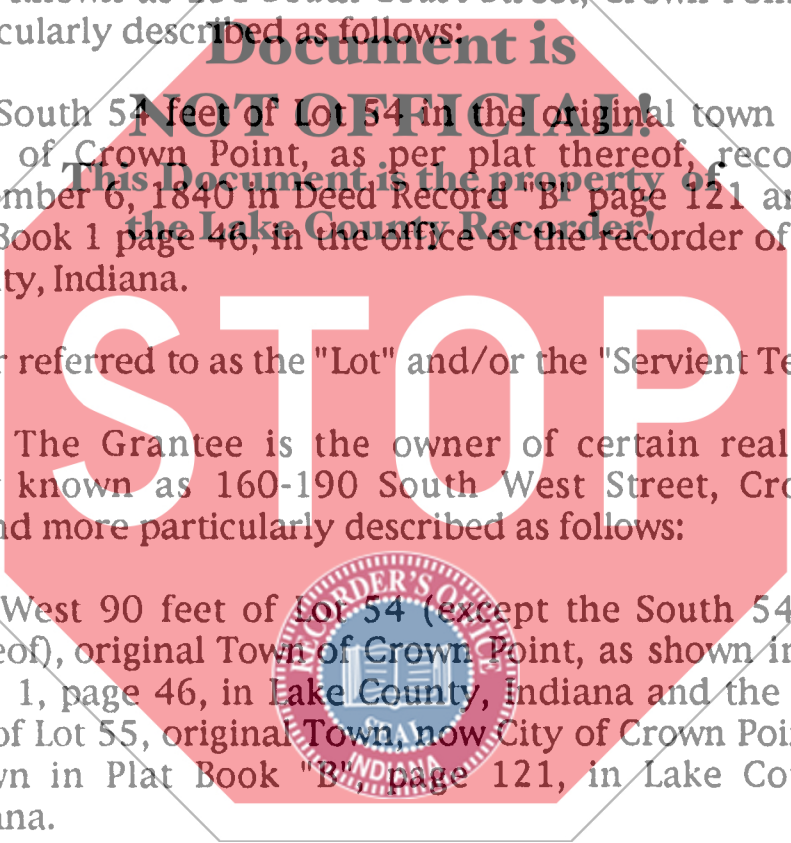
The West 90 feet of Lot 54 (except the South 54 feet thereof), original Town of Crown Point, as shown in Plat Book 1, page 46, in Lake County, Indiana and the West 1/2 of Lot 55, original Town, now City of Crown Point, as shown in Plat Book "B", page 121, in Lake County, Indiana.

hereinafter referred to as the "Dominant Tenement." The Dominant Tenement lies adjacent to the Servient Tenement described above.

C. The Grantee is desirous of sharing the use of the Servient Tenement as a parking lot.

D. The Grantor is desirous of allowing the Grantee to share the use of the Servient Tenement as a parking lot.

LAWYERS TITLE INS. CORP.  
ONE PROFESSIONAL CENTER  
SUITE 215  
CROWN POINT, IN 46007



96064673

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
96 SEP 26 AM 11:11  
REC'D  
SEP 26 1996  
LAKE COUNTY

001525 2100  
Su

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY GRANTOR AND GRANTEE, THE PARTIES AGREE AS FOLLOWS:

1. Grant of Easement. For valuable consideration the Grantor hereby grants to the Grantee, West Street Plaza, LLC, in perpetuity an easement as hereinafter described.

2. Character of Easement. The easement granted herein is appurtenant to the Dominant Tenement.

3. Nature of Easement. The purpose of this easement is to permit the Grantee to share the use of the Servient Tenement described above for the parking of vehicles for its customers, tenants, invitees, and the tenants' employees, customers and invitees.

4. Improvement of the Easement. Approximately 86 feet of the west end of the Servient Tenement is presently paved and laid out as a parking lot. The Grantor within two (2) years of the date of the execution of this easement shall pave the east 154 feet of the Servient Tenement for the purpose of a parking lot.

5. Design of the Parking Lot. The Grantor agrees to allow the Grantee to input on the design of the parking lot. It is the intention of the parties that the east 154 feet and the west 86 feet of the Lot be integrated so as to obtain the most parking space as possible and a continuous traffic flow through both portions. All aspects of the design shall be in accordance with the applicable rules of the City of Crown Point and any other governmental agency having jurisdiction over the design and use of the Lot. Notwithstanding any term or provision of this Agreement for Easement to the contrary, the overall design of the parking lot on the Servient Tenement shall at all times permit and accommodate vehicular movement from West Street easterly to Court Street.

6. Maintenance of the Lot. After the Grantors have graded and paved the east 154 feet of the Lot, the Grantees shall be responsible for the cleaning, maintenance, striping, and plowing of the entire Lot at the Grantee's expense. Maintenance shall include cleaning and sealing and the preservation of the surface of the Lot, but shall not include any cost of replacement or repair of the Lot.

7. Use of the Lot. The use of the Lot by Grantor shall be restricted to the Grantors, members of the church, the church staff, the church's visitors and invitees. The use of the Lot by the Grantee shall be limited to the Grantees, its customers, tenants, invitees, and the tenants' employees, customers and invitees.

Neither party shall use the Lot for the parking of any vehicles for more than twenty-four (24) hours and the Lot shall not be used to park or store recreational vehicles, trucks, buses, or other items that are not vehicles. Notwithstanding the above, the Grantee may maintain the garbage dumpster in its present enclosure at its present location on the west 86 feet of the parking lot.

Neither party shall use the Lot in such a manner as to obstruct the use of any of the parking spaces, or obstruct the flow of traffic through the Lot. **This Document is the property of**

**the Lake County Recorder!**  
8. Posting on Lot. Grantee, at Grantee's expense shall install signs on the Lot restricting the use of the Lot to the parties set forth in Section 7 hereof, hereinafter referred to as the "Permanent Signs". The Permanent Signs placed on the east 154 feet of the Lot also shall specify that on Saturday nights and Sundays the east 154 feet of the Lot is restricted to use solely by the church.

9. Restricted Use. Grantor may post temporary signs over (covering) the Permanent Signs restricting the use of the east 154 feet of the Lot to Grantor and those persons using the Lot through Grantor during the hours of the church services on Saturday night, Sundays, Good Friday, Easter, Maundy Thursday, Christmas Eve and Christmas Day, hereinafter referred to "regular events". Grantor may post temporary signs over (covering) the Permanent Signs further restricting the use of the east 154 feet of the Lot to Grantor and those persons using the Lot through Grantor during funerals, weddings, and at such other times as the church has a special service or a special event, hereinafter referred to as a "special event". The church shall notify the Grantee of the special event within twenty-four (24) hours prior to the special event. Grantor shall not designate special events more than five (5) days a month when the use of the east 154 feet of the Lot shall be restricted to the sole use of the Grantor. Grantor shall remove said temporary signs from the Permanent Signs on the east 154 feet of the Lot at the conclusion of the church services related to the regular events or special events.

There shall be no restrictions on the Grantee using the west 86 feet of the Lot during a regular event or special event.

10. Termination of Easement. In the event the Grantee shall fail to meet any of its obligations under this agreement, Grantor shall provide written notice thereof, specifying the exact nature and scope of such default. Grantee shall have thirty (30) days from the date of receipt of said notice to cure such default. If Grantee fails to cure the default specified in said notice within said thirty (30) day cure period, this agreement and the easement granted hereby shall terminate, in which event Grantor shall convey the west 86 feet of the Lot by warranty deed to Grantee or Grantee's successors. Said deed transferring the west 86 feet of the Lot to the Grantee shall contain a reservation of easement for ingress and egress across the west 86 feet of the Lot from the east 154 feet of the Lot to West Street and contain a grant of easement for ingress and egress across the east 154 feet of the Lot to Court Street from the west 86 feet of the Lot. In addition, the Grantors shall have such rights and remedies as are available at law and in equity as against a defaulting party.

In the event that Grantor shall fail to meet any of its obligations under this agreement, Grantee shall provide written notice thereof, specifying the exact nature and scope of such default. Grantor shall have thirty (30) days from the date of receipt of said notice to cure such default. If Grantor fails to cure the default specified in said notice within said thirty (30) day cure period, Grantee shall have such rights and remedies as are available at law and in equity as against a defaulting party.

11. Liability Insurance. Each party shall maintain a public liability policy in amounts to be agreed upon by the parties insuring against bodily injury and property damage on said parking lot. Each policy shall name the other party as an additional insured. The parties shall exchange the policies.

12. Location of Easement. The easement granted herein is located as follows:

The South 54 feet of Lot 54 in the original town (now city) of Crown Point, as shown in Deed Record "B" page 121 and in Plat Book 1 page 46, in Lake County, Indiana.

13. The Grantor's Rights. The Grantor also retains, reserves and shall continue to enjoy the use of the surface of the Lot for parking purposes, provided Grantor does not interfere with or prevent the use by the Grantee of the within easement.

14. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights being granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this agreement shall be in writing and must be signed by the party to be charged.

15. Binding Effect. The easement granted hereby shall be an easement running with the land and said easement and this agreement shall bind and inure to the benefit of the respective parties, personal representatives, successors, and assigns of the parties hereto. **This Document is the property of the Lake County Recorder!**

16. Notices. All notices, requests or other communications under this agreement shall be in writing and shall be deemed properly served upon delivery by hand or upon receipt if sent, postage prepaid by the United States registered or certified mail, return receipt requested, addressed as follows:

A. If intended for Grantor:

The First Presbyterian Church of Crown Point  
231 South Court Street  
Crown Point, IN 46307

B. If intended for Grantee:

West Street Plaza, LLC  
One Professional Center  
Suite 304  
Crown Point, IN 46307

or to such other addresses as Grantor or Grantee shall have given notice to the other as herein provided. Except as otherwise provided herein, the mailing of a notice postage prepaid, by registered or certified mail, return receipt requested, shall be deemed sufficient service thereof as of the second (2nd) business day following such

mailing. Service other than by mail as aforesaid shall be effective upon delivery to the address as shown above or as later modified.

Executed at Crown Point, Indiana, on the day and year first written above.

THE FIRST PRESBYTERIAN CHURCH  
OF CROWN POINT

By: Michael Zimmer  
Michael Zimmer

ATTEST:

Eloise K. Kruger



ATTEST:

[Signature]

GRANTOR'S ACKNOWLEDGMENT

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, a Notary Public in and for said County and State, personally appeared MICHAEL ZIMMER and ELOISE K. KRUGER, the President and Secretary respectively of the FIRST PRESBYTERIAN CHURCH OF CROWN POINT, who acknowledged the execution of the

foregoing Agreement for Easement this 25th day of September, 1996.

Barbara J. Polen  
Notary Public, Barbara J. Polen

My Commission Expires: 7/16/97  
County of Residence of Notary Public: Lake

GRANTEE'S ACKNOWLEDGMENT

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, a Notary Public in and for said County and State, personally appeared John J. Smith and Patricia K. Smith, the President and Secretary respectively of WEST STREET PLAZA, LLC who acknowledged the execution of the foregoing Agreement for Easement this 25th day of September, 1996.



John J. Smith  
Notary Public, \_\_\_\_\_

My Commission Expires: October 2nd, 1998  
County of Residence of Notary Public: Lake

This instrument prepared by Herman Barber, attorney at law.