

Return: PC BGY 1938 11/11/98  
1st metro level.

**AGREEMENT FOR EASEMENT FOR  
JOINT PARKING LOT**

4

This Agreement entered into this 31st day of March, 1995, by and between Mercantile National Bank, Trustee under Trust No. 5958, hereinafter referred to as "Mercantile", and Dr. William E. Washington hereinafter referred to as "Washington".

**WITNESSETH:**

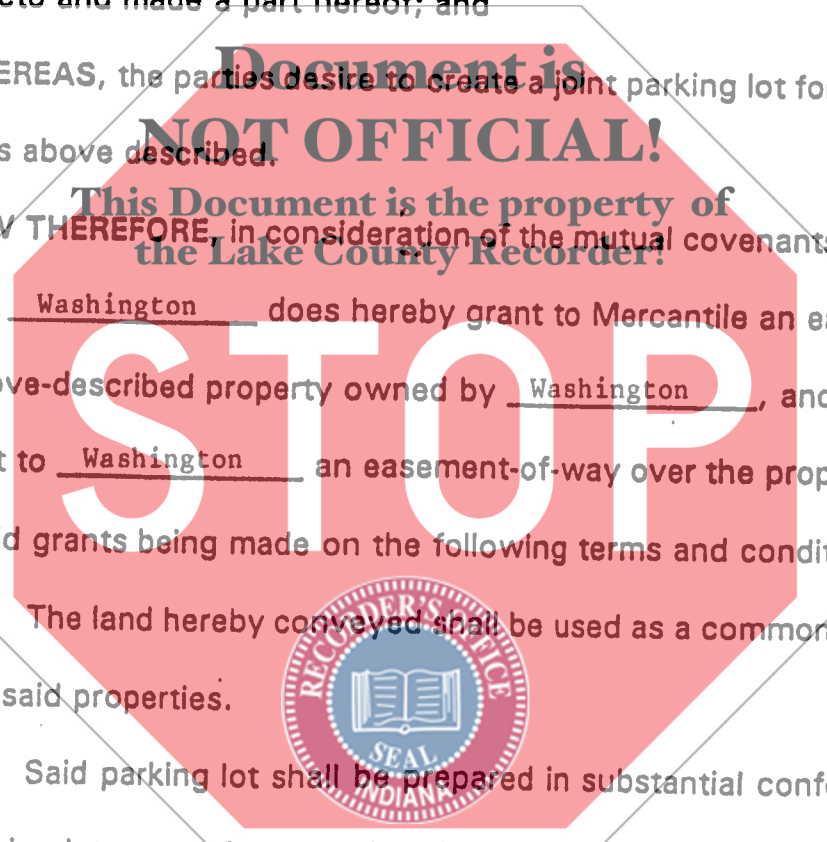
WHEREAS, Mercantile, is the owner of certain property more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Washington is the owner of certain real estate adjacent to the property owned by Mercantile, said property being legally described on Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, the parties desire to create a joint parking lot for the benefit of both properties above described.

NOW THEREFORE, in consideration of the mutual covenants and grants herein contained, Washington does hereby grant to Mercantile an easement-of-way over the above-described property owned by Washington, and Mercantile does hereby grant to Washington an easement-of-way over the property owned by Mercantile, said grants being made on the following terms and conditions:

1. The land hereby conveyed shall be used as a common parking lot for the benefit of said properties.
2. Said parking lot shall be prepared in substantial conformity with the proposed parking lot as set forth on the diagram attached hereto, made a part



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LAKE COUNTY  
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MARSHALL CLEVELAND  
RECORDER

**FILED**

**SEP 30 1996**

SAM ORLICH  
AUDITOR LAKE COUNTY

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ex 4 2767 SK

acts, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth; and the Mary Ann Grzybowski did also then and there acknowledge that he, as custodian of the corporate seal of said National Banking Association, did affix the said corporate seal of said National Banking Association to said instrument as his own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of September, 1996.

**DENISE RESTAURI**  
My Commission Expires: 11/17/98

*Denise Restauri*  
Notary Public

County of Residence: LAKE  
Resident of Lake County

hereof and marked Exhibit "C".

3. That Mercantile shall pay for the parking area and landscaping within the parking area and additional site lighting. All further maintenance shall be done and performed by the party owning the fee in said real estate.

These easements and covenants herein contained shall run with the land and be binding upon the successors in title to the respective parties.

WITNESS our hands and seals this 31st day of March, 1995.

MERCANTILE NATIONAL BANK OF INDIANA  
Trustee Under Trust No. 5958

SEE SIGNATURE PAGE ATTACHED

BY: [Signature]  
Dr. William E. Washington

By: \_\_\_\_\_

BENEFICIARY of TRUST # 5958  
FIRST METROPOLITAN DEVELOPMENT CORP.  
by [Signature], Pres

STATE OF INDIANA )  
COUNTY OF LAKE )

SS: **Document is NOT OFFICIAL!**

I, [Signature], a Notary Public in and for said County, in the State aforesaid, do hereby certify that Dr. William E. Washington personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed, and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 4th day of April, 1995.

[Signature]  
Notary Public

My Commission Expires:

July 27, 1996



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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

acts, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth; and the Mary Ann Grzybowski did also then and there acknowledge that he, as custodian of the corporate seal of said National Banking Association, did affix the said corporate seal of said National Banking Association to said instrument as his own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of September, 1996.

DENISE RESTAURI  
My Commission Expires: 11/17/98

[Signature]  
Notary Public

County of Residence: LAKE  
Resident of Lake County

THIS AGREEMENT FOR EASEMENT FOR JOINT PARKING LOT DATED MARCH 31, 1995, is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 8th day of July, 1994, creating Trust #5958; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the covenants, undertakings, representations, agreements, and liabilities, herein made are made and intend, not as personal covenants, undertakings, representations, agreements, and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, COMPENSATION and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State, or local law, rule or regulation. MERCANTILE NATIONAL BANK OF INDIANA, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

Furthermore, the information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a Land Trust Administrator and Trust Officer and its corporate seal hereunto affixed and attested by its Trust Officer the day and year first above written.



ATTEST:

*Mary Ann Grzybowski*  
Mary Ann Grzybowski, Trust Officer



STATE OF INDIANA  
LAKE COUNTY  
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96 SEP 30 PM 3:24  
MARSHALL C. HANCOCK  
RECORDER

STATE OF INDIANA )  
                  ) SS:  
COUNTY OF LAKE )

I, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Kathy Applegate, Land Trust Administrator and Mary Ann Grzybowski, Trust Officer of the Mercantile National Bank of Indiana, a National Banking Association, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Administrator and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth; and the Mary Ann Grzybowski did also then and there acknowledge that he, as custodian of the corporate seal of said National Banking Association, did affix the said corporate seal of said National Banking Association to said instrument as his own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of September, 1996.

*Denise Restauri*  
Notary Public

DENISE RESTAURI  
My Commission Expires: 11/17/98

County of Residence: LAKE  
Resident of Lake County

# Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

EXHIBIT "A"

SCHEDULE A CONTINUED

lots 1-25 (except North 10 feet of Lots 1 and 14), Block 10, and the North 1/2 of vacated 4th Avenue lying adjacent to said lots in Block 10, and vacated alley One West; Lots 4-20, Block 7 and Lots 21-25 (except South 5 feet of Lot 25), Block 7, the West 1/2 of vacated alley One West lying adjacent to said Lots in Block 7, and the South 1/2 of vacated 14th Avenue lying adjacent and North of Lot 14 in Block 7 to the center line of vacated alley One West in Block 7, all in Chicago-Tolleston Land and Investment Company's third Addition, in the City of Gary, as shown in Plat Book 2, page 27, Lake County, Indiana.



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MARKETTING DIVISION  
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SCHEDULE A-PAGE 2

EXHIBIT "B"

All of vacated 14th Avenue, adjacent to Lot 1, Block 7 and adjacent to Lot 13, Block 10, and Lots 1, 2, 3, and 4 in Block 7, all in Chicago-Tolleston Land and Investment Company's Third Addition, in the City of Gary, as shown in Plat Book 2, Page 27, Lake County, Indiana.



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MARGARETTE CLEVELAND  
RECORDER

STATE OF INDIANA  
LAKE COUNTY  
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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD WASHINGTON STREET

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MARGARET  
RECORDER

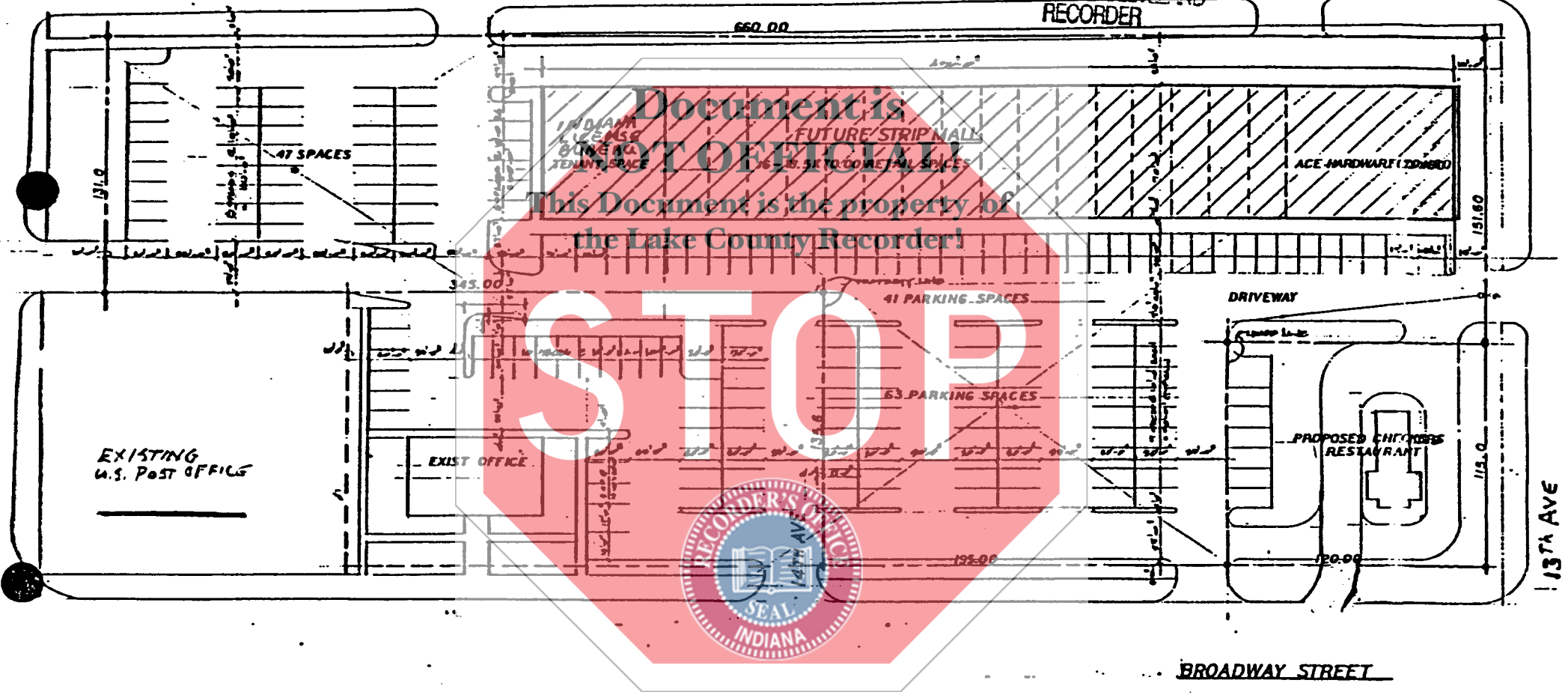


EXHIBIT "C"


**SITE PLAN**  
 1" = 30'-0"  
 AREA  
 BUILDING - 30,520 S.F.  
 PARKING - 178 SPACES

**MASTER SITE PLAN FOR MIDTOWNE CENTRE**  
**FIRST METRO DEVELOPMENT :**

DATE : 12-27-94