

*Rieth-Riley Construct*

**GRANT OF EASEMENT**

THIS INDENTURE WITNESSETH, that Mercantile National Bank, in its capacity as Trustee of Trust No. 5257, dated 4/10/90 ("Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby grants and conveys to Rieth-Riley Construction Co., Inc., an Indiana corporation ("Grantee"), and its legal representatives, successors, and assigns, an easement of ingress and egress over, across, and through the

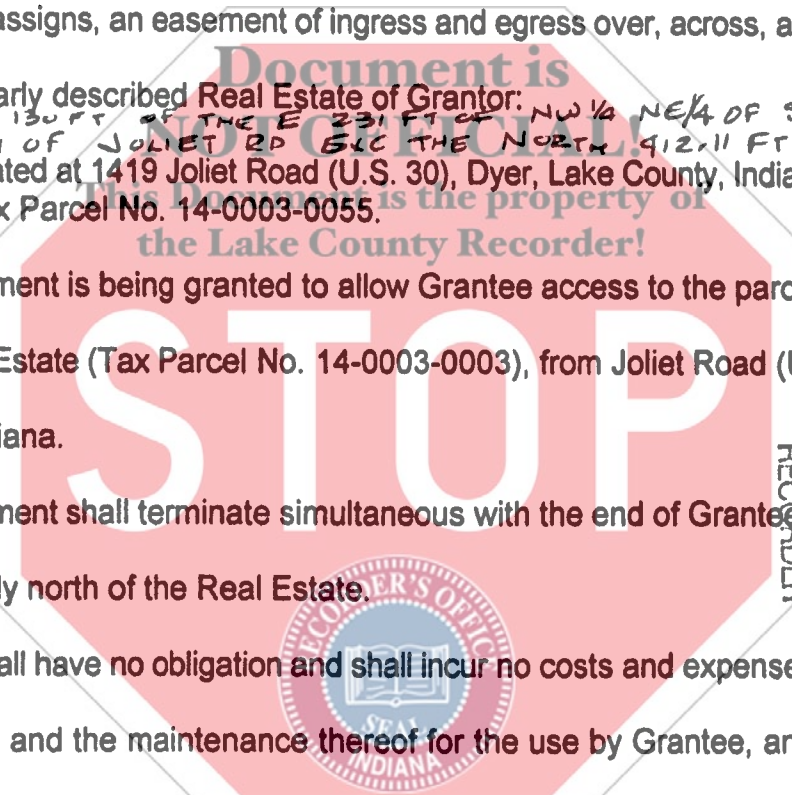
following particularly described Real Estate of Grantor:  
THE W 130 FT OF THE E 231 FT OF NW 1/4 NE 1/4 OF S. 18, T. 35, R. 14 E. 1/4 N. OF JOLIET RD EXC THE NORTH 912.11 FT  
Parcel located at 1419 Joliet Road (U.S. 30), Dyer, Lake County, Indiana, and having Tax Parcel No. 14-0003-0055.

This Easement is being granted to allow Grantee access to the parcel immediately north of the Real Estate (Tax Parcel No. 14-0003-0003), from Joliet Road (U.S. 30), Dyer, Lake County, Indiana.

This Easement shall terminate simultaneous with the end of Grantee's lease of the parcel immediately north of the Real Estate.

Grantor shall have no obligation and shall incur no costs and expenses with respect to this Easement and the maintenance thereof for the use by Grantee, and the Grantee shall pay all costs and expenses in connection with its use of said Easement.

Grantee, its successors and assigns, shall indemnify and hold harmless Grantor and their legal representatives, heirs, successors, or assigns, from any and all damages, costs, and expense of whatsoever kind and nature resulting from the use of said Easement by Grantee.



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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORDER  
MORRIS J. CARTER  
RECORDER  
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FILED FOR RECORDER

**FILED**

APR 3 1997

SAM ORLICH  
AUDITOR LAKE COUNTY

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STATE OF INDIANA     )  
                                  ) ss:  
COUNTY OF LAKE     )

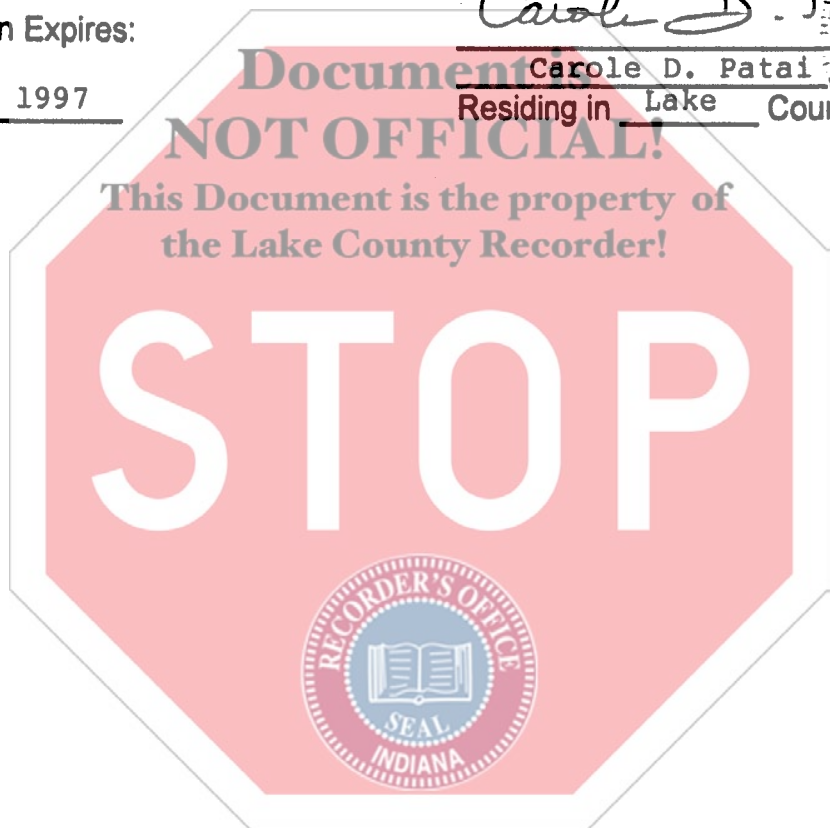
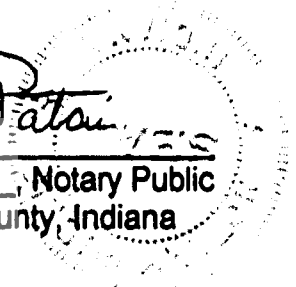
Before me, a Notary Public, in and for said County and State, personally appeared W. Douglas Robinson, Group Manager for Rieth-Riley Construction Co., Inc., who, on behalf of acknowledged the execution of the foregoing Grant of Easement, for and on behalf and in the name of said corporation, and that he was authorized so to do, this 31st day of March, 1997.

Witness my hand and notarial seal.

My Commission Expires:

June 14, 1997

*Carole D. Patai*  
\_\_\_\_\_  
Carole D. Patai, Notary Public  
Residing in LAKE County, Indiana



THIS GRANT OF EASEMENT, is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 10th day of April, 1990, creating Trust #5257; 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 Trust Officer and Trust Officer and its corporate seal hereunto affixed and attested by its Trust Officer the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE  
AFORESAID AND NOT PERSONALLY,

BY: Mary Ann Grzybowski  
Mary Ann Grzybowski, Trust Officer

ATTEST:

Gabrielle Girot  
Gabrielle Girot, Trust Officer



STATE OF INDIANA )

) SS:

COUNTY OF LAKE )

I, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mary Ann Grzybowski, Trust Officer and Gabrielle Girot, 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 Trust Officer 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 Gabrielle Girot did also then and there acknowledge that she, 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 1st day April of 1997.

DENISE RESTAURI  
My Commission Expires: 11/17/98

Denise Restauri  
Notary Public

County of Residence: LAKE