

Chicago Title Insurance Company

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**EASEMENT GRANT**

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This Easement Grant is made between THE LUTHERAN HOME OF NORTHWEST INDIANA, INC. of Lake County, Indiana (hereinafter referred to as the "Grantor"), and THE LUTHERAN HOME OF NORTHWEST INDIANA ENDOWMENT CORPORATION (hereinafter referred to as the "Grantee").

The following recitals of fact are a material part of this instrument:

A. The Grantee is the owner of a tract of land in Lake County, Indiana described as follows and hereafter referred to as Tract 1:

(Legal Description As Per Exhibit A Attached Hereto)

B. The Grantor is the owner of a tract of land in Lake County, Indiana extending from Tract 1 to the public roadways necessary for access to Tract 1.

C. The Grantor wishes to grant and Grantee wishes to receive an easement over, under and across that part of the Grantor's property described as follows and hereafter referred to as the "Easement Premises":

Part of the South 5 acres of School Lot 5, said School Lot 5 being Southwest 1/4 of the SW 1/4 of the NW 1/4 of Section 16, Township 34 North, Range 8 West of the 2nd P.M., more particularly described as follows: 30 feet on either side of the following described center line: Commencing at a point, 2484.61 feet South of the Northwest corner of said Section 16; said point also being 496.92 feet South of the Northwest corner of said School Lot 5; thence South 89°50'55" East a distance of 662.73 feet to a point on the East line of said School Lot 5 which is 496.81 feet South of the Northeast corner thereof. Subject to State Highway Right-of-way over the West 50 feet thereof, in Lake County, Indiana.

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Part of School Lots 12 and 13 in Section 16, Township 34 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, described as Beginning at the Southwest corner of School Lot 13; thence North 00°00'05" West along the West line of School Lots 13 and 12 a distance of 862.37 feet; thence South 89°51'13" East, 50.00 feet; thence South 00°00'05" East, 862.35 feet to the South line of School Lot 13; thence North 89°52'26" West, 50.00 feet to the point of beginning.

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which

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SAM ORLICH  
AUDITOR LAKE COUNTY

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are hereby acknowledged, the following grants, easements, and covenants and restrictions are made:

1. Grant of Easement. The Grantor hereby grants to the Grantee, its successors and assigns, an easement appurtenant to Tract 1, a perpetual easement for ingress and egress over, under and across the Easement Premises and for any and all service lines, water, electrical and gas and sewer lines necessary for the use of the premises and connecting the same to public service lines and for installation and maintenance of footings and overhanging eaves outside the perimeter of the property.

2. Use of the Easement Premises. Use of the easement premises is not confined to the present uses of Tract 1, or any buildings thereon. Exclusive use of the easement premises is not hereby granted. The right to use the easement premises, likewise for ingress or egress, is expressly reserved by the Grantor.

3. Additions to Dominant Tenement. Said easement is also appurtenant to any land that may hereinafter come into common ownership with Tract 1 aforesaid and that is contiguous to Tract 1. An area physically separated from Tract 1, but having access thereto by means of public ways or private easements, rights or licenses is deemed to be contiguous to Tract 1.

4. Division of Dominant Tenement. If Tract 1 is hereafter divided into two parts by separation of ownership or by lease, both parts shall enjoy the benefit of the easement hereby created. The dominant tenement may be divided into more than two parts.

5. Warranties of Title. Grantor warrants that he has good and indefeasible fee simple title to the easement premises, subject only to the following permitted title objections:

All easements, covenants, assessments, and restrictions now of record.

6. Title Insurance and Escrow. Should Grantee so desire, it may apply forthwith for a title insurance policy insuring the easement hereby granted and Grantor will make available for inspection by the title company any evidence of title in its possession.

7. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the successors, assigns and tenants of the parties hereto.

8. Termination of Covenant Liability. Whenever a transfer of ownership of either tract takes place, liability of the transferor for breach of covenant occurring thereafter

automatically terminates except that the Grantor herein remains liable to breaches of covenant of title set forth in paragraph 5.

9. Attorney's Fees. Either party may enforce this instrument by appropriate action and should it prevail in such litigation, it shall recover as part of its costs a reasonable attorney's fee.

10. Construction. The rule of strict construction shall not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on the Grantee is carried out.

11. Notice. Grantor's address is 1200 East Luther Drive, Crown Point, Indiana, and Grantee's address is 1200 East Luther Drive, Crown Point, Indiana. Either party may lodge written notice of change of address with the other. All notices shall be sent by U.S. Mail to the addresses provided for in this paragraph and shall be deemed given when placed in the mail. The affidavit of the person depositing the notice in the U.S. Post Office receptacle shall be evidence of such mailing.

12. Release of Easement. The Grantee herein may terminate this instrument by recording a release in recordable form with directions for delivery of same or to Grantor at his last address given pursuant hereto whereupon all rights, duties and liabilities hereby created shall terminate. For convenience such instrument may run to "the owner or owners and parties interested" in the Easement Premises.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Easement Grant this 25 day of November, 1997.

GRANTOR:

THE LUTHERAN HOME OF NORTHWEST INDIANA, INC.

BY: Robert C. Anderson  
ROBERT ANDERSON, PRESIDENT

ATTEST:

Betty R. Mulholland  
SECRETARY BETTY R. MULHOLLAND

GRANTEE:

THE LUTHERAN HOME OF NORTHWEST INDIANA ENDOWMENT CORPORATION

BY: Robert C. Anderson  
ROBERT ANDERSON, PRESIDENT

ATTEST:

Betty R. Mulholland  
SECRETARY BETTY R. MULHOLLAND

STATE OF INDIANA )  
 )SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 25 day of November, 1997, personally appeared Robert Anderson and Betty R. Mulholland, personally known to be the President and Secretary, respectively, of The Lutheran Home of Northwest Indiana, Inc., and acknowledged the execution of the foregoing Easement Grant for and on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Bonnie C. Coleman  
Bonnie C. Coleman Notary Public  
A Resident of Porter County

My Commission Expires:  
9-19-00

STATE OF INDIANA )  
 )SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 25 day of November, 1997, personally appeared Robert Anderson and Betty R. Mulholland, personally known to be the President and Secretary, respectively, of The Lutheran Home of Northwest Indiana Endowment Corporation, and acknowledged the execution of the foregoing Easement Grant for and on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Bonnie C. Coleman  
Bonnie C. Coleman Notary Public  
A Resident of Porter County

My Commission Expires:  
9-19-00

This Instrument Prepared By: Bonnie C. Coleman  
Attorney at Law  
8700 Broadway  
Merrillville, IN 46410

Part of School lots 12 and 13 in Section 16, Township 34 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, described as: Beginning at the Southeast corner of School lot 12; thence North 00°00'00" West along the East line of School lot 12 a distance of 260.00 feet; thence South 66°01'10" West, 269.74 feet; thence North 23°58'50" West, 192.16 feet; thence South 66°01'10" West, 195.00 feet; thence North 23°58'50" West, 246.06 feet; thence North 89°50'00" West, 60.00 feet more or less to the West line of School lot 12; thence South 00°00'05" East along the West line of School lot 12 a distance of 270.00 feet; thence South 89°51'13" East, 50.00 feet; thence South 00°00'05" East, 240.00 feet; thence South 89°51'13" East, 160.00 feet; thence North 44°17'55" East, 243.90 feet; thence South 89°51'13" East 115.00 feet; thence South 21°11'22" East, 144.93 feet more or less to the South line of School lot 12; thence South 89°51'13" East, 115.00 feet to the point of beginning.

**EXHIBIT A**