

STATE OF INDIANA
LAKE COUNTY
INGRESS EASEMENT AGREEMENT

97085267

97 DEC 12 AM 8:50
MODIFIED

THIS EASEMENT AGREEMENT is made and entered into this 8 day of December, 1997, by and between **GILMOL ENTERPRISES LP**, an Indiana Limited Partnership, (hereinafter sometimes referred to "Grantor"), and **SJS SPORTSCENTER LLC**, an Indiana Limited Liability Company, (hereinafter sometimes referred to as "Grantee").

FILED

WITNESSETH THAT:

DEC 12 1997

WHEREAS, Grantor is the owner and has title to certain real estate located in Lake County, Indiana, which is described as follows:

THE SOUTH 1/2 OF LOT 1 IN VENTURA ESTATES UNIT NO. 1, AN ADDITION TO THE TOWN OF ST. JOHN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 56 PAGE 32, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

WHEREAS, Grantee has purchased real estate located adjacent to the above-described parcel owned by Grantor, which is legally described as follows:

THE NORTH 1/2 OF LOT 1 IN VENTURA ESTATES UNIT NO. 1, AN ADDITION TO THE TOWN OF ST. JOHN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 56 PAGE 32, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

WHEREAS, Grantor wishes to grant to the Grantee an ingress easement (right turn only from U.S. 41) to Grantee's parcel.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

000817

16⁰⁰
11061

1. **Easement.** Grantor does hereby grant, assign, convey, and set over to Grantee an easement for ingress (right turn only from U.S. 41) in, over, above, and across the following described real estate:

THE EAST 50 FEET OF THE NORTH 57 FEET OF THE SOUTH HALF OF LOT 1, VENTURA ESTATES, UNIT NO. 1, AN ADDITION TO THE TOWN OF ST. JOHN, INDIANA, AS SHOWN IN PLAT BOOK 56, PAGE 32, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

(hereinafter sometimes referred to as the "Easement Parcel").

2. **Uses.** Grantee is granted a perpetual easement for ingress to the property owned by Grantee (right turn only from U.S. 41) and described herein and in addition, the Grantee shall have a continuing easement over, above, and across the real estate herein described as "Easement Parcel" to inspect, maintain, and repair such easement.

3. **Non-exclusive Easement.** The easement granted by the Grantor to the Grantee herein is not exclusive. The Grantor herein reserves the right to use the land designated as the Easement Parcel and to grant to others the right to use said Easement Parcel for ingress purposes (right turn only from U.S. 41) provided it does not interfere with Grantee's use of the same.

4. **Term.** Grantee and its respective heirs, successors and assigns shall have and hold said easement rights forever according to the terms and conditions contained herein. It is intended by the parties to this Easement Agreement that said covenants shall run with the land and shall not be construed as a personal easement.

5. **Maintenance.** The Easement Parcel described herein shall be maintained, repaired, and/or replaced by the Grantor and Grantee on a fifty-fifty (50/50) basis.

6. **Right of Assignment.** Grantee herein has the right to assign or convey its rights hereunder.

7. **Miscellaneous.** This conveyance is subject to all other prior easements, covenants, conditions, limitations and restrictions contained in prior instruments of record, and is also subject to other utilities presently located within said easement.

IN WITNESS WHEREOF, the parties have here unto executed this Easement Agreement the day and year first-above written.

GRANTOR:

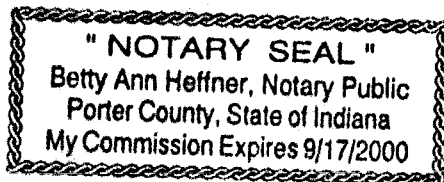
GILMOL ENTERPRISES LP,
an Indiana Limited
Partnership

By: *Amelia Opperman*
**GILMOL CORP., General
Partner, by Amelia
Opperman, President**

GRANTEE:

SJS SPORTSCENTER LLC,
an Indiana Limited Liability
Company

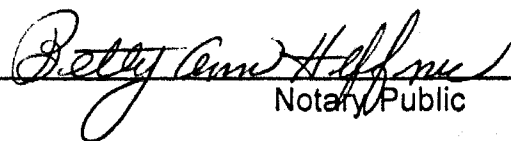
By: *John W. Collet, Member*
JOHN W. COLLET, Member



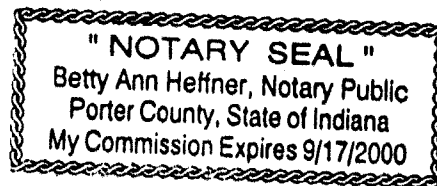
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, on this 8th day of December, 1997, personally appeared **Amelia Opperman, President of Gilmol Corp., General Partner of the Grantor, Gilmol Enterprises LP**, and acknowledged the execution of the above and foregoing Ingress Easement Agreement on behalf of said Limited Partnership.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official Seal on this 8th day of December, 1997.


Notary Public

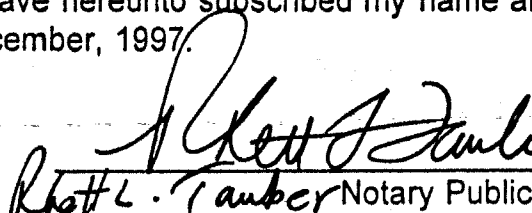
My Commission Expires: 9/17/2000
County of Residence: PORTER



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, on this 11th day of December, 1997, personally appeared **John W. Collet, Member, of SJS Sportscenter LLC**, and acknowledged the execution of the above and foregoing Ingress Easement Agreement on behalf of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official Seal on this 11th day of December, 1997.


Rhett L. Tauber Notary Public

My Commission Expires: 10-15-98
County of Residence: LAKE

This instrument prepared by: Rhett L. Tauber, Esq. #807-45
Anderson, Tauber & Woodward, P.C.
9211 Broadway
Merrillville, Indiana 46410
Phone: 219/769-1892

