

Chicago Life Insurance Company

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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R.68078 ⁻⁵⁸⁸³ NONEXCLUSIVE ACCESS EASEMENT AGREEMENT

THIS NONEXCLUSIVE ACCESS EASEMENT AGREEMENT (the "Agreement") is entered into as of the 28th day of May, 1998, by and between MEIJER, INC., a Michigan corporation ("Grantor"), with offices at 2929 Walker Avenue, N.W., Grand Rapids, Michigan 49544, and SPRINTCOM, INC., a Kansas corporation, with offices at 9801 W. Higgins, Suite 240, Rosemont, Illinois 60018 (the "Grantee").

Document is
NOT OFFICIAL!
PREMISES

A. Grantor is the owner of certain real property located in the Town of Highland, Lake County, Indiana, to which Grantor took title by deed recorded as Document Number 97027160 in the Lake County, Indiana records (the "Property").

B. The Town of Highland (the "Town") is the owner of a parcel of real property located north of the Property to which the Town took title by deed recorded as Document No. 396848 of the Lake County, Indiana records (the "Tower Parcel"), upon which the Town operates a water tower and related facilities (collectively, the "Water Tower"). Grantee has requested that Grantor grant Grantee an access easement over that portion of the Property described on attached Exhibit A (the "Easement Area"), for the limited purpose of permitting Grantee, its employees and contractors, to gain access to the Tower Parcel in connection with its installation, operation and maintenance of antenna and related equipment (the "Communications Equipment") on the Water Tower; any such installation, operation and maintenance shall be subject to the approval and regulation by the Town.

C. Grantor has agreed to grant Grantee the requested access easement on the terms and conditions contained in this Agreement.

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SAM ORLICH

CLERK LAKE COUNTY

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CTIC Has made an accomodation recording of the instrument. We Have made no examination of the instrument or the land affected.

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NOW, THEREFORE, in consideration of the premises, the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Access Easement. Grantor hereby grants and conveys to Grantee a permanent nonexclusive access easement over the Easement Area in order to permit Grantee to gain access to the Tower Parcel for the purpose of maintaining the Communications Equipment. Grantee shall not construct or install any improvements in the Easement Area, nor use the Easement Area for any purpose other than cross access.
2. Reservation of Rights. Grantor hereby reserves to itself the right to grant additional easements affecting the Easement Area, and to use the Easement Area for paved parking and for any other purposes which do not materially and unreasonably interfere with Grantee's use of the Easement Area for the purposes for which the easement rights granted herein are being granted, which other purposes reserved by Grantor may include but shall not be limited to landscaping, installation of signs, construction of driveways, curbing, curb cuts and related improvements.
3. Relocation. Grantor shall have the right to relocate the Easement Area, in whole or part, to another location on the Property which provides Grantee with reasonably comparable access to the Tower Parcel. In the event of any such relocation, the parties agree to amend this Agreement and the exhibits attached hereto to the extent necessary in order to reflect of record the new location of the Easement Area, or portions thereof.
4. Compliance. Grantee shall comply with all applicable federal, state and local laws, regulations and rules in its exercise of the rights herein granted.
5. Mechanics' and Materialmen's Liens. In the event any mechanics' liens or materialmen's liens are filed against the Property, or any part thereof, in connection with Grantee's use of the Easement Area, Grantee shall either pay or cause to be paid the same and have the liens immediately discharged of record.
6. Indemnity. To the fullest extent permitted by law, Grantee agrees to defend, indemnify and hold harmless Grantor, its parent, subsidiary and affiliated companies, their respective officers, directors, shareholders, agents, employees and contractors, from

and against any and all damages, liability, claims, judgements, costs and expenses (including attorney fees), or claim thereof, whether for injury to persons, including death, or damage to property (i) arising in connection with or as a direct or indirect result of any activities of Grantee, its agents, employees and contractors, on or about any portion of Grantor's property or in any manner arising from Grantee's exercise of the rights granted by this Agreement and the installation, operation and maintenance of the Communications Equipment, except if caused by the sole negligent act or omission by Grantor, its parent, subsidiary and affiliated companies, their respective agents, employees, or contractors; or (ii) arising out of any default of Grantee hereunder.

7. No Partnership. Neither anything contained in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the parties to this Agreement.

8. Not A Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement be strictly limited to and for the purposes herein expressed.

9. Amendment; Termination of Agreement. This Agreement may be modified or amended, in whole or in part, only with the consent of Grantee and the owner(s) of the affected portion(s) of the Easement Area by declaration in writing, executed and acknowledged by all said parties, duly recorded in Lake County, Indiana. Notwithstanding the foregoing, this Agreement and the rights and easements created in Grantee hereby shall automatically terminate at such time as Grantee removes or ceases to operate the Communications Equipment on the Water Tower, or the Town of Highland removes the Water Tower. Upon any such occurrence, Grantee shall, upon Grantor's request, deliver to Grantor for filing of record a termination and release of this Agreement.

10. Successors and Assigns. The rights, interests, obligations and liabilities granted or created by this Agreement shall run with the land and be binding upon the successors and assigns of Grantor and Grantee.

11. Notice. Notices delivered personally or sent by certified mail to Grantor at 2929 Walker Avenue, N.W., Grand Rapids, Michigan 49544, Attention: Real Estate Department; and to Grantee at 9801 West Higgins, Suite 240, Rosemont, Illinois 60018, shall be sufficient notice. A notice sent by certified mail shall be deemed given on the date the notice is deposited for mailing in a United States Post Office or mail receptacle with proper postage affixed. Each party shall have the right to change its notice address by giving prior written notice to the other party.

12. Captions. The captions of the Paragraphs and Subparagraphs of this Agreement are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.

13. Governing Laws. This Agreement shall be construed in accordance with the laws of the State of Indiana and any applicable federal laws and regulations.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

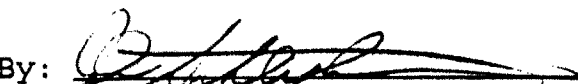
15. Exhibits. All exhibits referred to herein and attached hereto shall be deemed to be a part of this Agreement.

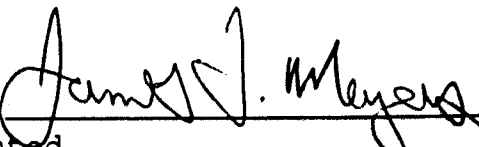
16. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity or enforceability of any other provision or term hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date above first written.

MEIJER, INC., a Michigan corporation

SPRINTCOM, INC., a Kansas corporation

By: 
John S. Stephenson
Vice President-Real Estate

By: 
Printed
Name: James G. Meyers

LEGAL  _____

BUS.  _____

Title: Area Manager

EXHIBIT A

INGRESS/EGRESS EASEMENT
LEGAL DESCRIPTION

Part of the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 36 North, Range 9 West of the 2nd Principal Meridian and being an easement for ingress and egress over a tract of land more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 32; thence along the North line of said Southeast quarter, North $89^{\circ}13'56''$ West, for 84.97 feet to an iron set at the intersection of said north line and the west right-of-way line of U.S. Highway 41 (Indianapolis Boulevard) and the Point of Beginning of the easement described herein; thence along said right-of-way line, South $04^{\circ}08'30''$ East, for 193.77 feet; thence South $42^{\circ}25'07''$ West, for 111.67 feet; thence on a curve to the right for an arc length of 245.99 feet, said curve having a radius of 480.00 feet, a central angle of $29^{\circ}21'45''$, and a long chord bearing South $00^{\circ}53'55''$ West, for 243.30 feet; thence on a curve to the left for an arc length of 96.81 feet, said curve having a radius of 50.00 feet, a central angle of $110^{\circ}56'20''$, and a long chord bearing South $39^{\circ}53'23''$ East, for 82.38 feet; thence on a curve to the left for an arc length of 55.64 feet, said curve having a radius of 60.00 feet, a central angle of $53^{\circ}08'03''$, and a long chord bearing North $57^{\circ}53'50''$ East, for 53.67 feet to said west right-of-way line of U.S. Highway 41; thence along said right-of-way line, South $00^{\circ}03'22''$ East, for 103.74 feet; thence on a curve to the left for an arc length of 68.28 feet, said curve having a radius of 60.00 feet, a central angle of $65^{\circ}11'53''$, and a long chord bearing North $57^{\circ}15'11''$ West, for 64.65 feet; thence North $89^{\circ}50'27''$ West, for 80.56 feet; thence North $00^{\circ}00'00''$ West, for 46.54 feet; thence on a curve to the right for an arc length of 71.20 feet, said curve having a radius of 275.00 feet, a central angle of $14^{\circ}50'01''$, and a long chord bearing North $07^{\circ}25'01''$ East, for 71.00 feet; thence on a curve to the left for an arc length of 240.64 feet, said curve having a radius of 450.00 feet, a central angle of $30^{\circ}38'20''$, and a long chord bearing North $00^{\circ}29'09''$ West, for 237.78 feet; thence North $42^{\circ}26'15''$ East, for 115.10 feet; thence North $04^{\circ}08'30''$ West, for 183.43 feet; thence South $89^{\circ}13'56''$ East, for 30.11 feet to the Point of Beginning. Containing 0.587 ACRES, more or less.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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and against any and all damages, liability, claims, judgements, costs and expenses (including attorney fees), or claim thereof, whether for injury to persons, including death, or damage to property (i) arising in connection with or as a direct or indirect result of any activities of Grantee, its agents, employees and contractors, on or about any portion of Grantor's property or in any manner arising from Grantee's exercise of the rights granted by this Agreement and the installation, operation and maintenance of the Communications Equipment, except if caused by the sole negligent act or omission by Grantor, its parent, subsidiary and affiliated companies, their respective agents, employees, or contractors; or (ii) arising out of any default of Grantee hereunder.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date above first written.

MEIJER, INC., a Michigan corporation

SPRINTCOM, INC., a Kansas corporation

By: [Signature]
John S. Stephenson
Vice President-Real Estate

By: [Signature]
Printed
Name: James G. Meyers

LEGAL [Signature]
BUS. [Signature]

Title: Area Manager

STATE OF Illinois)
)
COUNTY OF Cook) SS.

The foregoing agreement was acknowledged before me this ___ day of May, 1998, by James G. Meyers, the Area Manager of SprintCom, Inc., a Kansas corporation, who acknowledged the execution of the foregoing instrument as his/her voluntary act and deed as said officer of Grantee, and the voluntary act and deed of Grantee.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforementioned.

.....
"OFFICIAL SEAL"
DEBORAH M. BARRETT
Notary Public, State of Illinois
My Commission Expires 11/16/00
.....

Deborah M. Barrett
Notary Public
My commission expires: _____



EXHIBIT A

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LEGAL DESCRIPTION

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