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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

9-28--99

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99083913

**30 FOOT CROSS EASEMENT GRANT  
AND 24 FOOT EASEMENT GRANT**

MORRIS W. CARTER  
RECORDER

THIS 30 FOOT CROSS EASEMENT GRANT AND 24 FOOT EASEMENT GRANT (the "Grant") is made between Earl's Heating and Air Conditioning, Inc, an Indiana Corporation ("Earl's") and J & A Enterprises, an Indiana Partnership, ("J & A") this 5<sup>TH</sup> day of OCTOBER, 1999, and Centier Bank, Earl's mortgagee.

The following recital of facts is a material part of this instrument:

A. The plat of Omega Plaza was recorded April 28, 1999, in Book 86, page 57, as Document Number 99036214 in the office of the State of Indiana, County of Lake and the First Amendment to Omega Plaza was recorded 6-29-99 in Book 86 page 57; Document number 99 053982 filed in the State of Indiana, County of Lake.

B. Earl's is the owner of a tract of land designated on the plat of Omega Plaza, Hobart, Indiana as Lot 3.

C. J & A is the owner of a tract of land designated on the plat of Omega Plaza, Hobart, Indiana as Lot 2.

D. A partial plat of said Omega Plaza is appended hereto and designated "Exhibit A".

NOW, THEREFORE, in consideration of valuable consideration and the execution of this Easement Grant, the receipt and sufficiency of which are hereby acknowledged, the following easements, agreements, covenants, and restrictions are made.

1) **J & A'S GRANT OF 15 FOOT EASEMENT** J & A hereby grants to Earl's, as an easement appurtenant to Lot 3 of Omega Plaza a non exclusive, perpetual easement on a part of said Lot 2 being located on the southeast corner of Lot 2 and being approximately 15' wide and running in a northerly direction, legally described as "the East 15 feet of the South 10 feet of Lot 2, Omega Plaza, a Planned Unit Development recorded in Plat Book 86, page 57, in the Recorder's office of Lake County, Indiana," for the purpose of vehicular and pedestrian ingress and egress and access to and from Lot 3 and 61<sup>st</sup> Avenue over the portion of Lot 2 designated by hatching on Exhibit "A" (hereinafter "Earl's Easement Premises").

**FILED**

OCT 08 1999

PETER BENJAMIN  
LAKE COUNTY AUDITOR

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Chicago Title Insurance Company

25 x 11

2) **EARL'S GRANT OF 15 FOOT EASEMENT** Earl's hereby grants to J & A as an easement appurtenant to Lot 2 of Omega Plaza a non exclusive, perpetual easement on a part of Lot 3 being located on the southwest corner of Lot 3 and being approximately 15' wide and running in a northerly direction, legally described as **"the West 15 feet of the South 34 feet of Lot 3, Omega Plaza, a Planned Unit Development recorded in Plat Book 86, page 57, in the Recorder's Office of Lake County, Indiana"**, for the purpose of vehicular and pedestrian ingress and egress and access to and from Lot 2 and 61<sup>st</sup> Avenue over the portion of Lot 3 designated by cross-hatching on Exhibit "A" (hereinafter the "J & A Easement Premises"). The J & A Easement Premises and the Earl's Easement Premises are sometimes hereinafter referred to together as the "30 Foot Easement Premises". This easement grant shall specifically include the right of J & A to enter the J & A Easement Premises and other portions of Lot 3 as reasonably required for construction and maintenance of the roadway and curb cut constructed by J & A on the 30 Foot Easement Premises.

3) **J & A GRANT OF 24 FOOT EASEMENT.** J & A does hereby grant to Earl's as an easement appurtenant to Lot 3, a non exclusive perpetual easement for the purpose of vehicular and pedestrian ingress, egress, and access to and from said Lot 3 to 61<sup>st</sup> Avenue, over, upon, across, and through a 24 foot access easement over a portion of Lot 2 legally described as **"the North 24.00 feet of the South 34.00 feet of Lot 2, Omega Plaza, a Planned Unit Development recorded in Plat Book 86 page 57 in the Recorder's Office of Lake County, Indiana"**, (the 24 Foot Easement Premises"). The 30 Foot Easement Premises and the 24 Foot Easement Premises are sometimes hereinafter referred to together as the "Easement Premises".

4) **USE OF THE EASEMENT PREMISES** Use of the Easement Premises shall be confined to J & A and Earl's and their respective licensees, suppliers, employees, customers, guests, tenants, invitees, and the respective successors and assigns to Lots 2 and 3, and such successors and assigns licensees, suppliers, employees, customers, guests, tenants, and invitees. The installation or maintenance by either J & A or Earl's of structures, barricades, fences, obstructions, pipes, conduits, or wires inconsistent with the purpose of the easements under, upon or over the Easement Premises is forbidden. The right of either J & A or Earl's or their respective licensees, suppliers, employees, customers, guests, tenants, invitees successors in interest or assigns to Lot 2 or Lot 3 to use the Easement Premises for parking is specifically prohibited. J & A reserves the right to any surface, subsurface, or air right use that does not unreasonably interfere with Earl's use of the 24 Foot Easement Premises for the purposes set forth herein.

5) **WARRANTIES OF TITLE.** Earl's warrants that it has good and indefeasible fee simple title to the Earl's 15 Foot Easement Premises and J & A warrants that it has good and indefeasible fee simple title to Earl's Easement Premises and the 24 Foot Easement Premises, both Easement Premises subject only to easements, covenants and restrictions of record.

6) **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 of the parties hereto.

7) **TERMINATION OF COVENANT LIABILITY.** Whenever a transfer of ownership of any of Lot 2 or 3 or any part thereof takes place, liability of the transferor for breach of covenant occurring after the date of such transfer of ownership automatically terminates, provided such transferor remains liable for all obligations arising hereunder prior to the date of transfer and the transferee thereof automatically become liable for such obligations with respect to the Lot 2 or Lot 3 or any portion of either thereof transferred of the respective lot after the date of transfer of ownership.

8) **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.

9) **CONSTRUCTION.** The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer rights granted herein as described and limited herein is carried out.

10) **CENTIER BANK CONSENT.** Centier Bank hereby consents to Earl's Grant of 15 Foot Easement set forth hereinabove and agrees to be bound by the terms of such grant.

11) **NOTICE.** Earl's address is Earl's Heating and Air Conditioning, Inc., 4590 W. 61<sup>st</sup> Avenue, Hobart, Indiana, 46342, and J & A's address is J & A Enterprises, 617 Merrillville Road, Crown Point, Indiana, 46307, Attention: Mr. John Barney. 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.

IN WITNESS WHEREOF Earl's, J & A and Centier have hereunto set their hands and seals this 5<sup>TH</sup> day of OCTOBER, 1999.

EARL'S:

J & A:

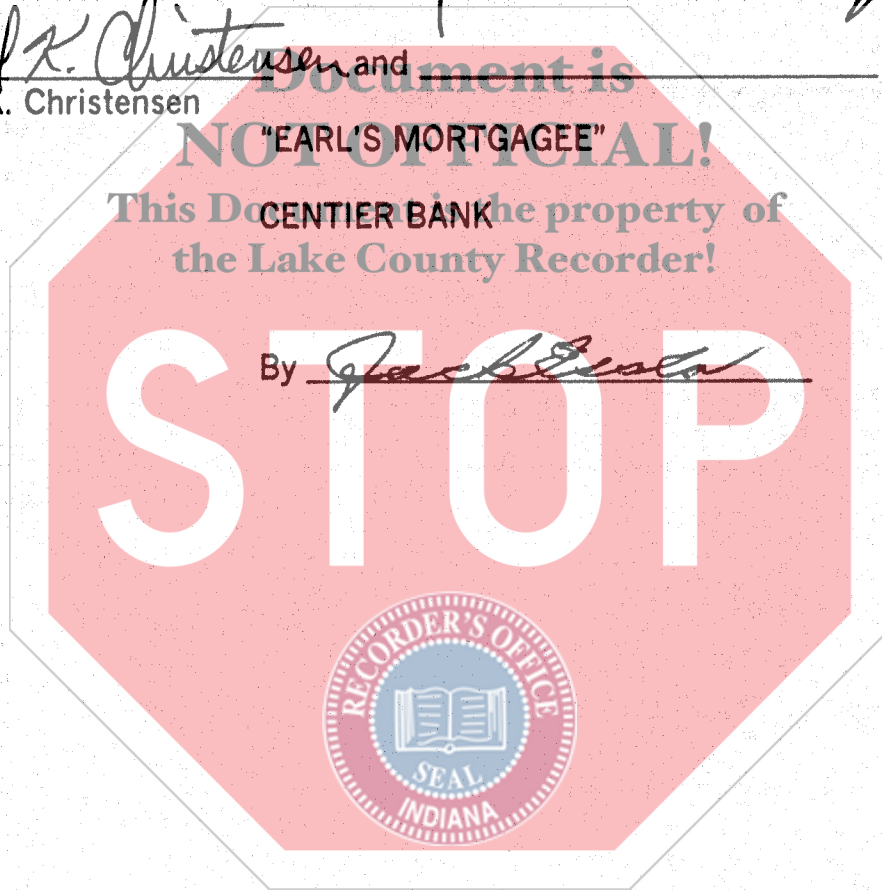
EARL'S HEATING AND AIR  
CONDITIONING, INC.

J & A ENTERPRISES

By: Kenneth I. Christensen  
Kenneth I. Christensen

By: John P. Barry

and: Ronald K. Christensen and  
Ronald K. Christensen



ACKNOWLEDGMENT

STATE OF INDIANA )  
COUNTY OF LAKE ) ss:

Before me, a Notary Public, duly commissioned and acting in the above county and state, appeared EARL'S HEATING AND AIR CONDITIONING, INC., an Indiana corporation, by and through Kenneth I. Christensen, its President, and Ronald K. Christensen, and acknowledged execution of the above and foregoing Easement Grant.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 5TH day of OCTOBER, 19 99.

My commission expires:

11-2-2000

Lynnda Jane Baker  
Lynnda Jane Baker  
Notary Public  
(a resident of LAKE County)

STATE OF INDIANA )  
COUNTY OF LAKE ) ss:

Before me, a Notary Public, duly commissioned and acting in the above county and state, appeared J & A ENTERPRISES, by and through John R. Barney, its Member, and acknowledged execution of the above and foregoing Easement Grant.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 5th day of October, 19 99.

My commission expires:

11/20/01

Cynthia E. Colvin  
Cynthia E. Colvin  
Notary Public  
(a resident of LAKE County)

STATE OF INDIANA )  
COUNTY OF LAKE ) ss:

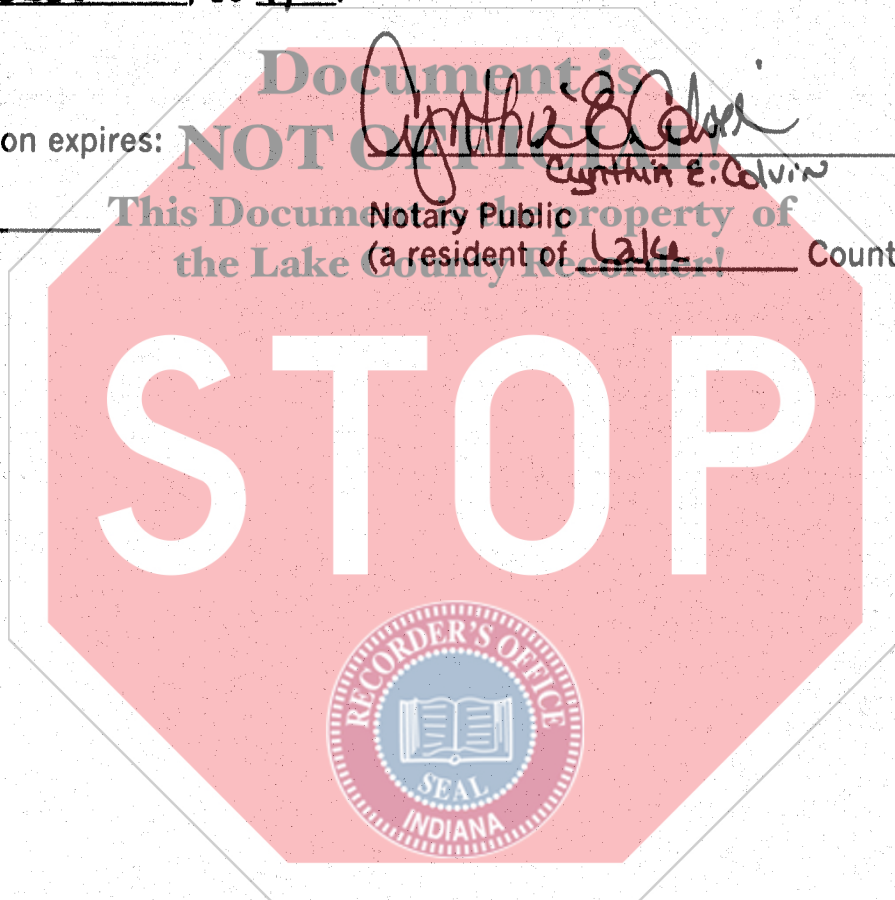
Before me, a Notary Public, duly commissioned and acting in the above county and state, appeared CENTIER BANK, by and through JACK ESALA, its Vice President, and acknowledged execution of the above and foregoing 30 Foot Cross Easement Grant.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 5<sup>th</sup> day of October, 1998.

My commission expires:

11/20/01

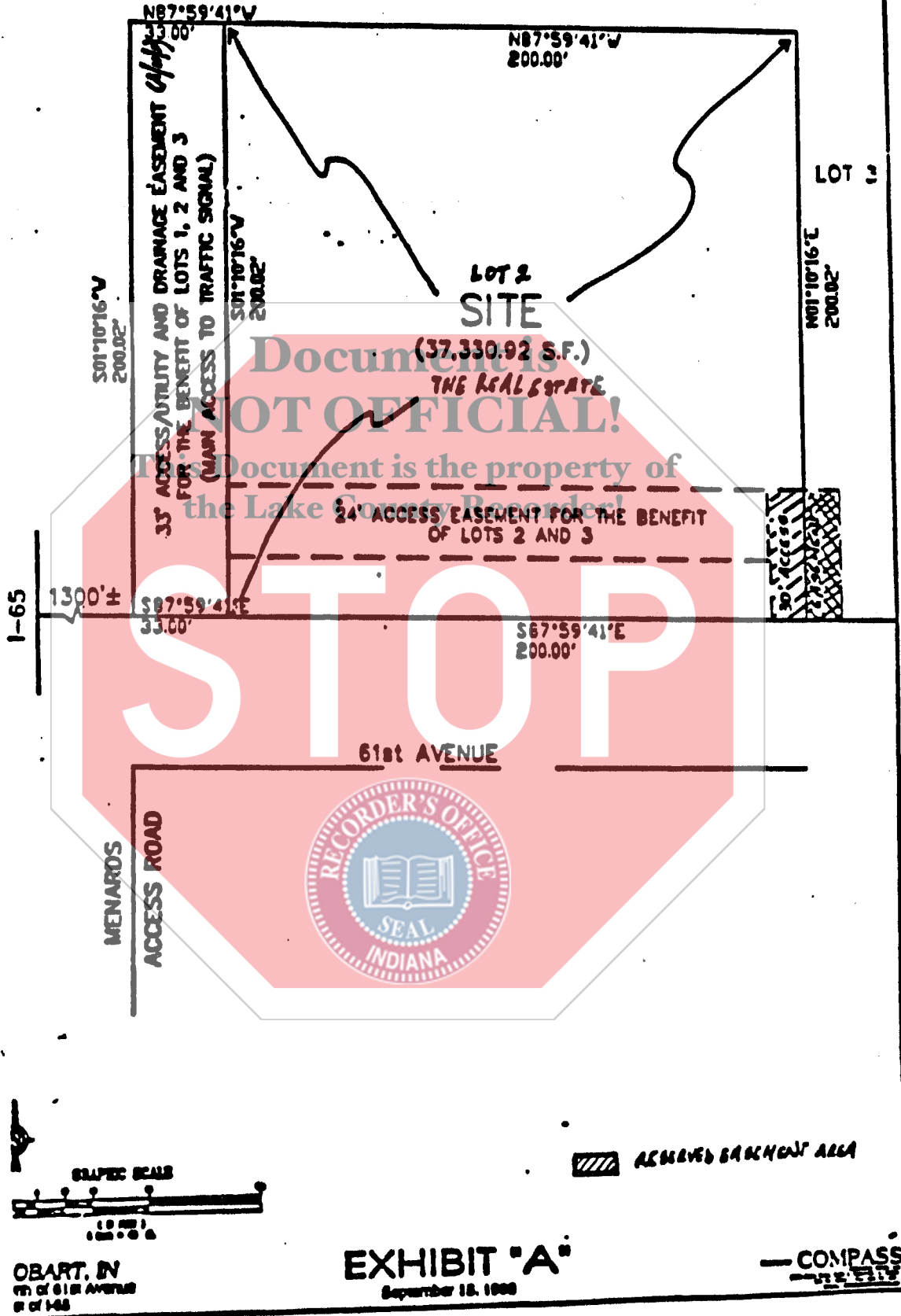
*Cynthia E. Colvin*  
Cynthia E. Colvin  
Notary Public  
(a resident of LAKE County)



Prepared by: Donald J. Dreyfus, Burke Costanza & Cuppy LLP  
8585 Broadway, Suite 600  
Merrillville, IN, 46410

PARCEL 2. SOUTH 225 FEET OF THE WEST 1/2, EAST 1/2, EAST 1/2, SW 1/4, SW 1/4 SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P.M., CONTAINING 0.857 ACRES, MORE OR LESS, LAKE COUNTY, INDIANA.

LOT 1



OBART, IN  
7th of 61st Avenue  
R of 148

EXHIBIT "A"  
September 18, 1998

COMPASS  
PROPERTY