

Chicago Title Insurance Company

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STATE OF INDIANA
LAKE COUNTY
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**SHARED MAINTENANCE AGREEMENT
33 FOOT ACCESS/UTILITY AND DRAINAGE EASEMENT**

THIS SHARED MAINTENANCE AGREEMENT - 33 FOOT ACCESS/UTILITY AND DRAINAGE EASEMENT (the "AGREEMENT") is made and entered into this _____ day of _____, 1999, by and between **OMEGA SPORTS HOLDINGS, LLC**, 4590 West 61st Avenue, Hobart, Indiana, 46342, (hereinafter referred to as "Omega Holdings"), **J & A ENTERPRISES**, an Indiana Partnership, (hereinafter referred to as "J & A"), and **EARL'S HEATING AND AIR CONDITIONING, INC.**, an Indiana corporation, (hereinafter referred to as "Earl's").

The following facts are a material part of this instrument:

- A. Omega Holdings is the owner of a tract of land designated on part of the plat of Omega Plaza, Hobart, Indiana, as Lot 1. 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 _____ page _____, Document number 99053982 filed in the State of Indiana, County of Lake. Lot 1 of Omega Plaza was conveyed to Omega Holdings on June 16, 1999, by deed recorded on June 29, 1999 as Document 99053963 Lake County, Indiana Recorder's records.
- B. Earl's is the owner of a tract of land designated on the plat of Omega Plaza, Hobart, Indiana as Lot 3.

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PETER BENJAMIN
LAKE COUNTY AUDITOR

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

D. J & A and Earl's and their respective licensees, suppliers, customers, employees guests, tenants, invitees, successors in interest and assigns possess non-exclusive perpetual rights and easements for ingress, egress and access and for the installation, repair, and maintenance of the roadway and curb cut and the utilities and drainage systems over a portion of Lot 1 designated as the "Easement Premises" and more particularly described in and by virtue of that certain "33 Foot Access/Utility and Drainage Easement" granted by Omega Holdings to J & A and Earl's, which document was recorded on _____, 1999, as Document No. _____, Lake County, Indiana Recorder's records. To implement the maintenance of said 33 Foot Access/Utility and Drainage Easement, this Agreement is entered into.

E. Earl's, through Omega Realty LLC, an Indiana Limited Liability Company, an entity controlled by Earl's, is obligated to maintain the utility and drainage systems and roadway and curb cut to 61st Avenue (collectively, the "Improvements"), on the Easement Premises. Omega Holdings is the present fee owner of Lot 1 and accordingly, is the appropriate party to undertake and supervise such obligations of Omega Realty LLC and Omega Holdings does hereby agree to perform and assume such obligations hereunder.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Upon completion by Earl's of the Improvements on the Easement Premises, Omega Holdings shall adequately maintain and repair in a level, evenly paved condition, at a grade level compatible with the Lots, the roadway and curb cut to 61st Avenue, and adequately maintain the utility and drainage systems.

Additionally, upon completion of the Improvements on the Easement Premises, each owner of Lots 1, 2 and 3 shall be obligated for a one-third (1/3) total annual contribution to the cost of maintenance and repair of the Improvements during any such annual period. Omega Holdings shall bill each owner for their respective portions of the total cost and expense of the maintenance and repair of the Improvements on the Easement Premises after the end of each calendar year following completion of the Improvements, such amounts to be due and payable no later than thirty (30) days after receipt of the billing. Any sum required to be paid hereunder and remaining unpaid beyond its due date shall bear interest at a rate equal to two (2) percentage points in excess of the prime rate of interest then charged by Bank One, N.A., or any successor thereto, or at the highest annual interest rate allowed by law, whichever is less, from the due date until paid and may be secured by a lien on the land of the Owner in default, perfected in accordance with the laws of the state of Indiana, provided that any such lien shall be subordinate to any mortgage, deed of trust or other financial encumbrance on the land of the Owner in default.

SELF HELP

In the event Omega Holdings fails or refuses to adequately maintain the Improvements, after receiving a reasonable notice in writing from J & A or from Earl's, both J & A and Earl's shall have the option, but not the obligation, of performing the necessary maintenance and billing the reasonable cost thereof to Omega Holdings, J & A, and Earl's or their successors, as the case may be.

RUNNING OF BENEFITS AND BURDENS.

All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the successors of the parties hereto.

TERMINATION OF COVENANT LIABILITY.

Whenever a transfer of ownership of any of Lot 1, Lot 2 or Lot 3 or any part thereof takes place, liability for the annual contribution for maintenance and repair of the Improvements on the Easement Premises shall be automatically assumed by the transferee. In such an event, liability of the transferor for annual contributions shall cease upon the date of such transfer, provided that transferor remains liable for its obligation prior to the transfer and transferee is liable for all obligations with respect to the Lot or portions thereof transferred after the date of such transfer of ownership. If Omega Holdings sells or otherwise transfers Lot 1 or any portion thereof, the transferee shall assume the obligation to maintain and repair the Improvements on the Easement Premises as set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereunto on the day and year first above named.

OMEGA SPORTS HOLDINGS, LLC

By: Kenneth I. Christensen

J & A ENTERPRISES

By: John G. Barry

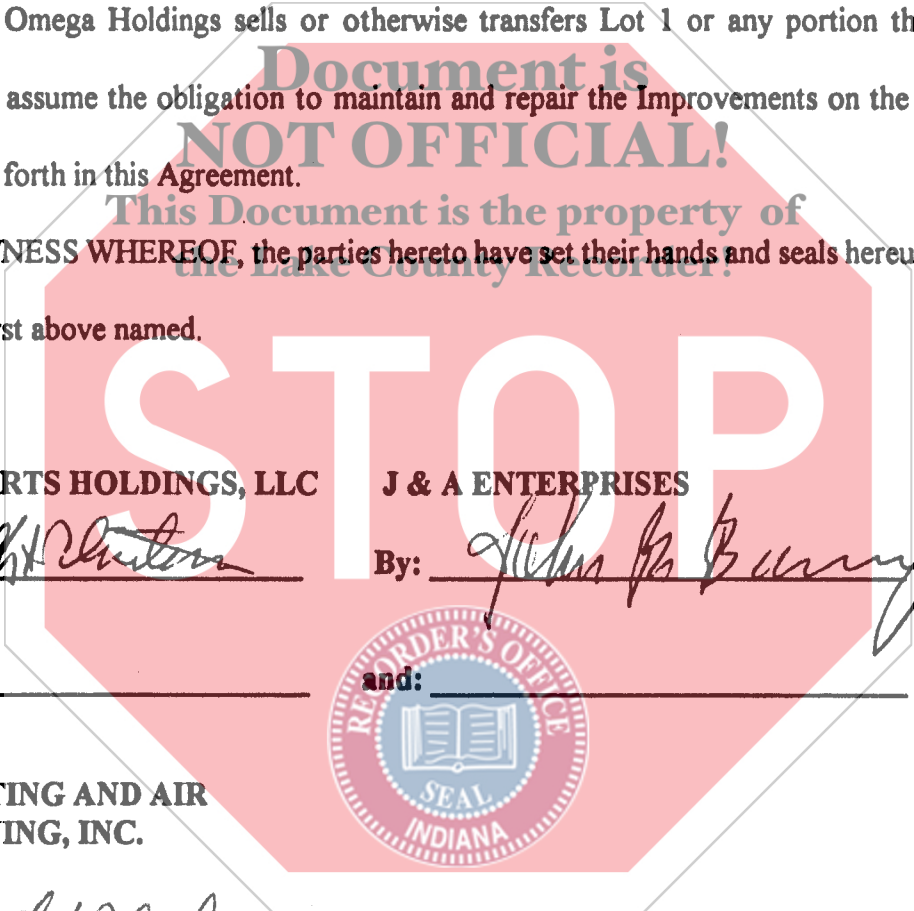
and _____

and: _____

**EARL'S HEATING AND AIR
CONDITIONING, INC.**

By: Kenneth I. Christensen
Kenneth I. Christensen, President

and Ronald K. Christensen
Ronald K. Christensen, Secretary



ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, duly commissioned and acting in the above county and state, personally appeared OMEGA SPORTS HOLDINGS, LLC by and through KENNETH I. CHRISTENSEN, its MEMBER and _____, its _____, and acknowledged execution of the above and foregoing Shared Maintenance Agreement - 33 Foot Access/Utility and Drainage Easement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 5th day of October, 1999.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Treasurer

Lynda Jane Baker
Notary Public Lynda Jane Baker
a resident of Lake County

My commission expires: 11-02-2000

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, duly commissioned and acting in the above county and state, personally appeared J & A ENTERPRISES, an Indiana Partnership, by and through John R. Barney, its member and _____, its _____, and each acknowledged execution of the above and foregoing Shared Maintenance Agreement - 33 Foot Access/Utility and Drainage Easement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 5th day of October, 1999.

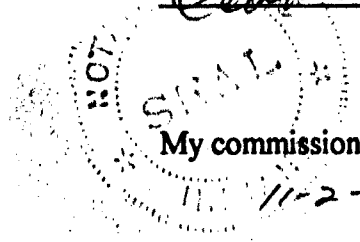
Cynthia E. Colura
Notary Public Cynthia E. Colura
a resident of Lake County

My commission expires: 11-20-01

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

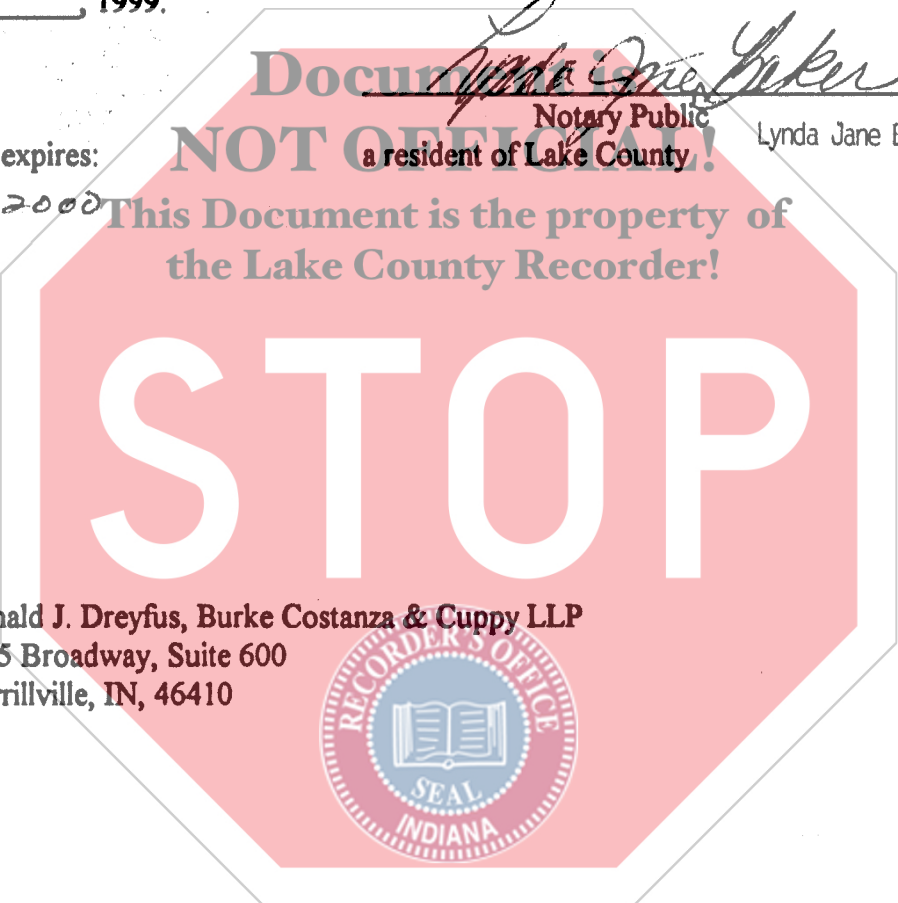
Before me, a Notary Public, duly commissioned and acting in the above county and state, personally appeared EARL'S HEATING AND AIR CONDITIONING, INC., an Indiana corporation, by and through Kenneth I. Christensen, its President, and Ronald K. Christensen, its Secretary, and each acknowledged execution of the above and foregoing Shared Maintenance Agreement - 33 Foot Access/Utility and Drainage Easement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 5th day of October, 1999.



My commission expires: 11-2-2000

Lynda Jane Baker
Notary Public
a resident of Lake County, Indiana
Lynda Jane Baker



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

