

Chicago Title Insurance Company

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MONNIS W. CARTER  
RECORDER

H 19900829 LD

EASEMENT AGREEMENT

This Agreement made and entered into this 14<sup>th</sup> day of October, 1999 by and between  
Mercantile National Bank of Indiana, not personally, but as Trustee under agreement dated the 29<sup>th</sup> day of  
April, 1968 and known as Trust No. 2624 ("Trustee"), Dyer Babe Ruth, Inc., an Indiana not for profit  
corporation ("Babe Ruth") and Dyer Little League, Inc., a not for profit corporation, ("Little League")

WITNESSETH  
This Document is the property of  
the Lake County Recorder!

WHEREAS, Trustee, by Trustee's Deed dated April 23, 1999 and recorded April 26, 1999 as  
Document No. 99035421 in the Office of the Lake County Recorder, conveyed to Little League, the  
following described real estate (hereinafter referred to as the "Real Estate" or "Parcel 1"):

Part of the West half of the Northeast Quarter of the Northeast Quarter of Section 13,  
Township 35 North Range 10 West of the Second Principal Meridian, commencing at the  
Southeast corner of the West half of the Northeast Quarter of the Northeast Quarter of said  
Section, and thence running North along the East line thereof 258.0 feet to the  
Southwesterly right-of-way line of the Chicago, Indianapolis and Louisville Railroad  
Company, thence Northwesterly with an interior angle of 144 degrees 14 minutes and  
along the Southwesterly right-of-way line of said Chicago, Indianapolis and Louisville  
Railroad Company 723.25 feet to the South line of the tract conveyed by Ernest H.  
Chapman and Martha M. Chapman, husband and wife, to Joseph L. Endres and Ann  
Endres, husband and wife by Warranty Deed dated on the 18<sup>th</sup> day of March, 1944 and  
recorded on the 6<sup>th</sup> day of April, 1944, in Deed Record 697, page 205, in the Recorder's  
office of Lake County, Indiana; thence West with an interior angle of 125 degrees 47  
minutes along the South line of said Endres tract 216.13 feet to the Southwest corner  
thereof (which point is also 21 feet East of the West line of the West half of the Northeast  
Quarter of the Northeast Quarter); thence North at right angles to the South line of said  
Endres tract 300 feet to a cross in the pavement; thence Northwesterly with an interior  
angle of 144 degrees 13 minutes 35.92 feet to the West line of the West half of the  
Northeast Quarter of the Northeast Quarter of said Section which point of intersection is  
marked by a cross in the pavement 9.65 feet North of the South edge of said pavement;  
thence South along the West line of the West half of the Northeast Quarter of the Northeast

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PETER BENJAMIN  
LAKE COUNTY AUDITOR

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Quarter of said Section 1167.05 feet to the Southwest corner thereof; thence East along the South line of the West half of the Northeast Quarter of the Northeast Quarter of said Section 660.14 feet to the place of beginning, excepting therefrom the following described parcel, being a parcel of land lying in Section 13, Township 35 North, Range 10 West of the Second Principal Meridian, all in the Town of Dyer, Lake County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the West half of the Northeast Quarter of the Northeast Quarter of said Section 13, said point being the point of beginning; thence North 00 degrees 29 minutes 01 seconds West along the East line of the West half of the Northeast Quarter of the Northeast Quarter of said Section 13, a distance of 260.77 feet; thence North 36 degrees 20 minutes 06 seconds West, a distance of 92.30 feet; thence South 83 degrees 30 minutes, 14 seconds West, a distance of 340.72 feet; thence South 04 degrees 59 minutes 31 seconds East, a distance of 297.91 feet; to a point of the South line of the West half of the Northeast Quarter of the Northeast Quarter of said Section 13; thence North 89 degrees 58 minutes 04 seconds East, along the aforesaid line, a distance of 369.50 feet, to the point of beginning, excepting therefrom that part taken for the U.S. 30 right-of-way.

WHEREAS, said Trustee's Deed, hereinabove described, retained an easement and right-of-way for ingress and egress and for parking in favor of the Trustee and its successors, assigns, grantees and other persons having a lawful purpose in gaining access to and using the "Real Estate" and affecting the following described parcel which will herein be referred to as the "Benefitted Parcel" or "Parcel 2":

Being a parcel of land lying in Section 13, Township 35 North, Range 10 West of the 2<sup>nd</sup> Principal Meridian, all in the Town of Dyer, Lake County, Indiana, more particularly described as follows:

Comencing at the Southeast corner of the West half of the Northeast Quarter of the Northeast Quarter of said Section 13, said point being the point of beginning; thence North 00 degrees 29 minutes 01 seconds West, along the East line of the West half of the Northeast Quarter of the Northeast Quarter of said Section 13, a distance of 260.77 feet; thence North 36 degrees 20 minutes 06 seconds West, a distance of 92.30 feet; thence South 83 degrees 30 minutes 14 seconds West, a distance of 340.72 feet; thence South 04 degrees 59 minutes 31 seconds East, a distance of 297.91 feet, to a point on the South line of the West half of the Northeast Quarter of the Northeast Quarter of said Section 13, thence North 89 degrees 58 minutes 04 seconds East, along the aforesaid line a distance of 369.50 feet, to the point of beginning

WHEREAS, attendant to the sale of the Benefitted Parcel to Babe Ruth and to induce the title insurer to issue a policy endorsement for such parking, the parties now wish to identify the presently existing parking area under said grant of easement and license and to clarify the terms of such parking rights.

NOW THEREFORE, it is hereby agreed as follows:

1. The nonexclusive easement over and upon that portion of the "Real Estate" which Little League

or its successors may designate, from time to time, for use as parking in favor of the Trustee, and the Trustee's successors, assigns, grantees and other persons having a lawful purpose in gaining access to and using the Benefitted Parcel (the "Beneficiaries"), which nonexclusive easement runs with the Benefitted Parcel is hereby defined as follows:

- a. The Owner and the Beneficiaries shall be entitled to use such portions of the "Real Estate" as may be improved from time to time by the owner of the "Real Estate" and be designated for parking, which shall mean, for example, any paved or gravel covered parking areas or driveways or any area designated by signage or custom for parking.
- b. It is the understanding of the parties hereto that said parking area may change from time to time at the option of the Owner of the "Real Estate", but that the Owner and the Beneficiaries having a lawful purpose in gaining access to and using the benefited parcel, shall be entitled to use such portions which are then designated for parking.
- c. It is not the intention of the parties that any maximum or minimum parking area will be made available, but only that such parking as is designated from time to time shall be available to the Owner of the Benefitted Parcel and the Beneficiaries.
- d. The drawing attached hereto as Exhibit "A" shows the area presently in use for parking with the "Real Estate" identified as Parcel 1 and the Benefitted Parcel as Parcel 2.

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

Baseball  
DYER BABE RUTH, INC.  
*Gregory Furman*  
By: Gregory Furman

DYER LITTLE LEAGUE, INC.  
*Philip A. Gerbick*  
By: Philip A. Gerbick, President

MERCANTILE NATIONAL BANK OF INDIANA  
Not personally, but as Trustee under agreement dated  
the 29th day of April, 1968 and known as Trust Number 2624.

SEE SIGNATURE PAGE ATTACHED

By:

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STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me a Notary Public in and for said County and State, personally appeared Gregory Furman, the President of Dyer Babe Ruth, Inc., who acknowledged execution of the foregoing Easement Agreement and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Given under my hand and official seal this 14th day of October, 1999.

My Commission Expires: \_\_\_\_\_  
Resident of \_\_\_\_\_ County \_\_\_\_\_, Notary Public

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Shirley R. Kasper  
Notary Public, State of Indiana  
Lake County  
My Commission Exp. 07/31/2000

Before me a Notary Public in and for said County and State, personally appeared PHILIP A. GERBICK, the President of Dyer Little League, Inc., who acknowledged execution of the foregoing Easement Agreement and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Given under my hand and official seal this 10th day of SEPTEMBER, 1999.

My Commission Expires: JAN. 21, 2007  
Resident of LAKE County Mildred S. Gerbick, Notary Public  
MILDRED S. GERBICK

This instrument prepared by: William I. Fine, Attorney at Law, 2833 Lincoln Street, Highland, IN 46322

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ROUTE 30  
Hwy. Highway

30 RIGHT-OF-WAY  
CROSS  
N 36° 20' 06" W - 35.92' (D)  
35.84' (M)

BRICK BUILDING  
100'  
256.12' (M)  
N 00° 28' 07" V - 300' (D)  
300.16' (M)  
NOT INCLUDED

SOUTH LINE OF ENDRES TRACT  
S 89° 31' 56" E  
216.13' (D)  
217.01' (M)

123° 47' (D)  
126° 08' 02" (M)

CONCESSION STAND  
BLOCK BLDG.  
STEEL SHEDS

PARCEL 1  
7.2754 ACRES +/-

S 03° 30' 14" W - 340.72'  
CONCESSION STAND

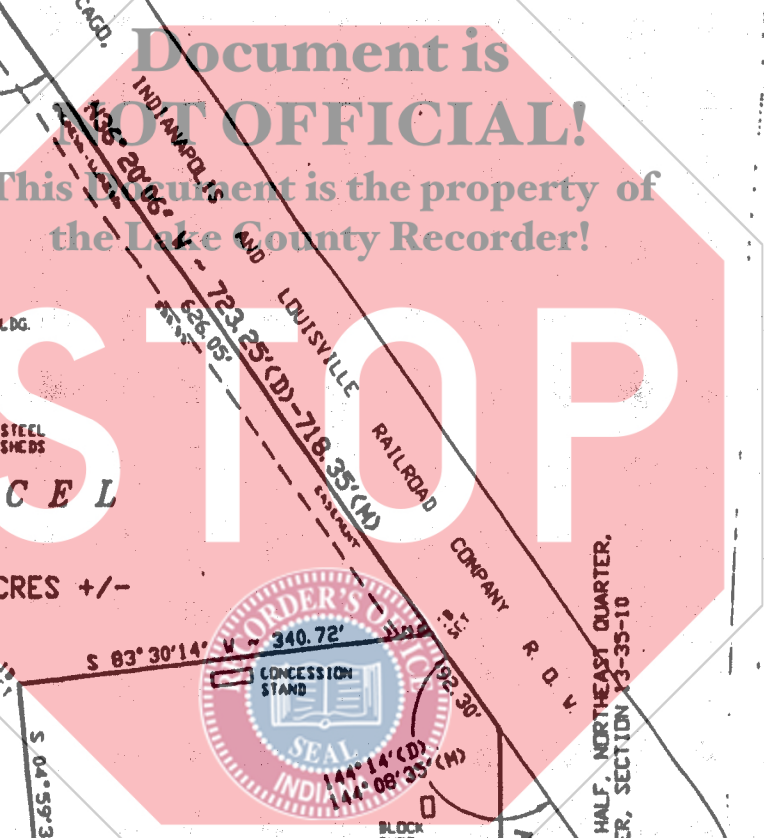
S 04° 59' 31" E - 297.91'

PARCEL 2  
2.748 ACRES +/-

260.77' (M)  
258.0' (D)  
N 00° 29' 01" V

289.48'  
N 89° 58' 04" E - 660.14' (D) - 658.98' (M)

SOUTH LINE, WEST HALF, NORTHEAST QUARTER, NORTHEAST QUARTER, SECTION 13-35-10



CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILROAD COMPANY R. O. V.  
N 36° 20' 06" W - 723.25' (D) - 718.35' (M)  
626.05'  
S 83° 30' 14" W - 340.72'  
CONCESSION STAND  
144° 14' (D)  
144° 08' 33" (M)  
BLOCK SHED  
SOUTHEAST CORNER  
1/2 OF NE 1/4 OF NE 1/4 SECTION 13-35-10

WEST LINE, WEST HALF, NORTHEAST QUARTER, NORTHEAST QUARTER, SECTION 13-35-10  
S 00° 28' 04" E - 1167.05' (D) - 1167.09' (M)  
1094.41'

EAST LINE, WEST HALF, NORTHEAST QUARTER, NORTHEAST QUARTER, SECTION 13-35-10

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THIS EASTMENT AGREEMENT is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 29th day of April, 1968, creating Trust #2624; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the covenants, undertakings, representations, agreements, and liabilities, herein made are made and intend, not as personal covenants, undertakings, representations, agreements, and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, COMPENSATION and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State, or local law, rule or regulation. MERCANTILE NATIONAL BANK OF INDIANA, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

Furthermore, the information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a Trust Officer and its corporate seal hereunto affixed and attested by its Trust Officer the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE  
AFORESAID AND NOT PERSONALLY,

BY: Mary Ann Zembala  
Mary Ann Zembala, Trust Officer

ATTEST:

Jacquelyn M. Kohl  
Jacquelyn M. Kohl, Trust Officer

STATE OF INDIANA )

COUNTY OF LAKE )

Before me, a Notary Public in and for said County in the State aforesaid, Mary Ann Zembala and Jacquelyn M. Kohl of the Mercantile National Bank of Indiana, a National Banking Association, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Trust Officer respectively, appeared this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth; and Jacquelyn M. Kohl did also then and there acknowledge that he/she as custodian of the corporate seal of said National Banking Association, did affix the said corporate seal of said National Banking Association to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28th day of September, 1999.

Gail Y. Allen  
Notary Public



Resident of Lake County