

12  
CASE 99-09779

**FILED**

STATE OF INDIANA  
FILED  
MAY 11 2000

2000-032285  
MUTUAL STREET AGREEMENT  
2000 MAY 11 AM 10:36  
PETER BENJAMIN  
LAKE COUNTY AUDITOR

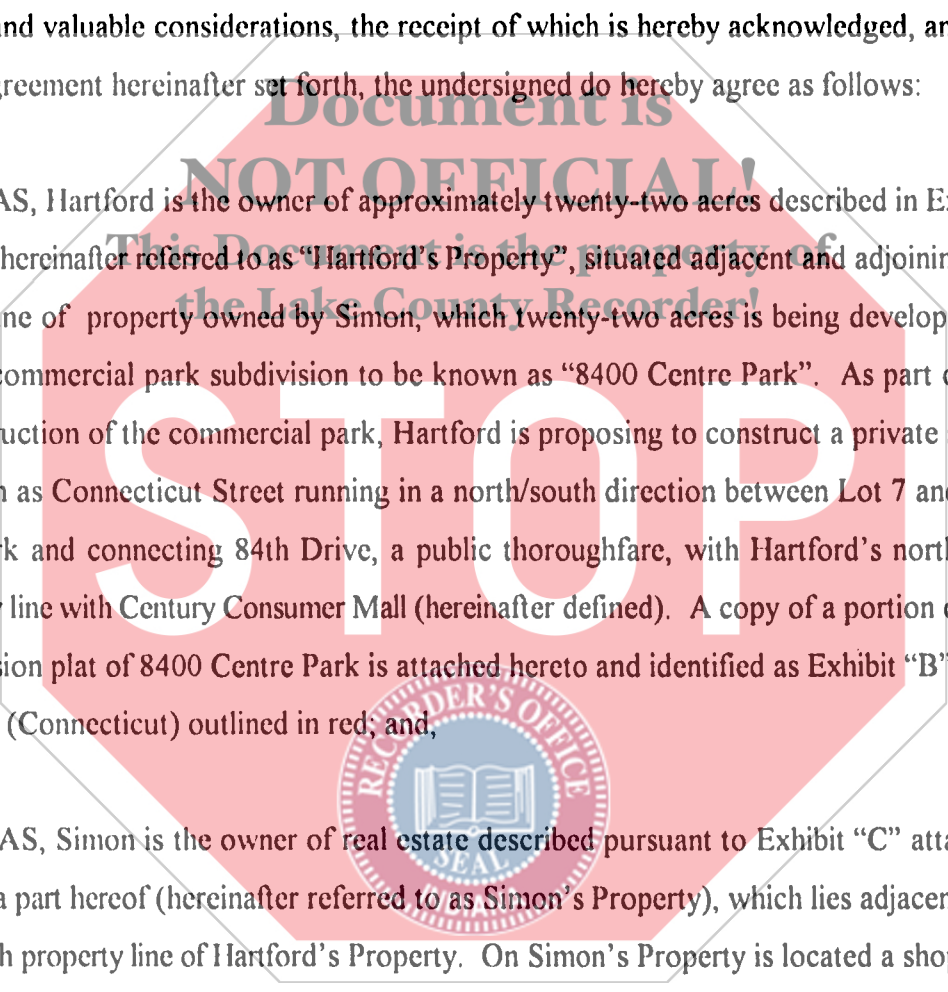
This Mutual Street Agreement, hereinafter the "Agreement" made this 30 day of MAY, 1995, between Hartford Development Corporation, an Indiana corporation, hereinafter called "Hartford", and Simon Property Group, L.P., a Delaware limited partnership, d/b/a Simon Real Estate Group Limited Partnership, hereinafter called "Simon"; in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, and the covenants and agreement hereinafter set forth, the undersigned do hereby agree as follows:

WHEREAS, Hartford is the owner of approximately twenty-two acres described in Exhibit "A" attached and hereinafter referred to as "Hartford's Property", situated adjacent and adjoining the south property line of property owned by Simon, which twenty-two acres is being developed by Hartford into a commercial park subdivision to be known as "8400 Centre Park". As part of the design and construction of the commercial park, Hartford is proposing to construct a private street informally known as Connecticut Street running in a north/south direction between Lot 7 and 8 in 8400 Centre Park and connecting 84th Drive, a public thoroughfare, with Hartford's north and common property line with Century Consumer Mall (hereinafter defined). A copy of a portion of the proposed subdivision plat of 8400 Centre Park is attached hereto and identified as Exhibit "B" with the private street (Connecticut) outlined in red; and,

WHEREAS, Simon is the owner of real estate described pursuant to Exhibit "C" attached hereto and made a part hereof (hereinafter referred to as Simon's Property), which lies adjacent and adjoining the north property line of Hartford's Property. On Simon's Property is located a shopping mall currently known as Century Consumer Mall, and as a part of the development of the shopping center there has been constructed and laid out drive lanes and roads (hereinafter the Ring Road") to facilitate the flow of vehicles through the shopping center's parking lot areas for the use of its customers and,

WHEREAS, it is desirous of the parties to locate and align the private street (Connecticut) of Hartford to be constructed with the drive lanes servicing the shopping center in a manner that will facilitate additional traffic to and from the shopping center, the commercial park and 84th Drive, now,

LAWYERS TITLE INS. CORP.  
ONE PROFESSIONAL CENTER  
SUITE 215  
CROWN POINT, IN 46307



001176

THEREFORE, the parties do hereby covenant and agree as follows:

1. Simon does hereby grant the perpetual (except as detailed below) right, easement, license and authority to Hartford, its successors and assigns to connect its private street (Connecticut Street) to the Ring Road of Century Consumer Mall in the location as shown on Exhibit "D" attached hereto, and to construct the connection in accordance with plans and specifications attached hereto as Exhibit "E" and in a manner which will permit the flow of vehicular and pedestrian traffic between Hartford's Property, 84th Drive and Simon's Property. Provided the point of connection between Simon's Property and Hartford's Property remains in its current location, Simon shall have the right, at its option, to relocate and reconfigure the Ring Road.

2. As exchange consideration, Hartford does hereby grant to Simon, its successor and assigns, a perpetual easement, right, license and authority to permit its invitees and users to pass over such private street to transverse from Simon's Property to Hartford's Property and 84th Drive.

3. Hartford shall construct the connection road between the Ring Road and Connecticut Street in order to make a safe, proper and hazard-free alignment at the point of connection as shown on Exhibit "B". If safety considerations require, the parties agree to erect stop signs at the intersection.

4. The parties acknowledge that no cross-parking rights are granted under this Agreement. Each party for itself, its successor and assigns due hereby agree that it will not take any action which will interfere, inconvenience, prohibit or stop the free flow of traffic and pedestrians to and from the respective real estate of the parties, except so long as Hartford's Property is operated as a commercial park, Simon agrees not to block or otherwise interfere with the flow of traffic between Simon's Property and Hartford's Property; however, if Hartford's Property is operated other than as a commercial park, Simon shall have the option to close and block the connection road between Simon's Property and Hartford's Property.

5. At such time as 84th Drive is dedicated to the Town, and opened as a public street, Simon shall be responsible, at its cost, for closing the entrance to Simon's Property, located at the

southwest of Simon's Property. If Simon is successful in petitioning the State of Indiana (or such other appropriate jurisdiction) such entrance may remain open.

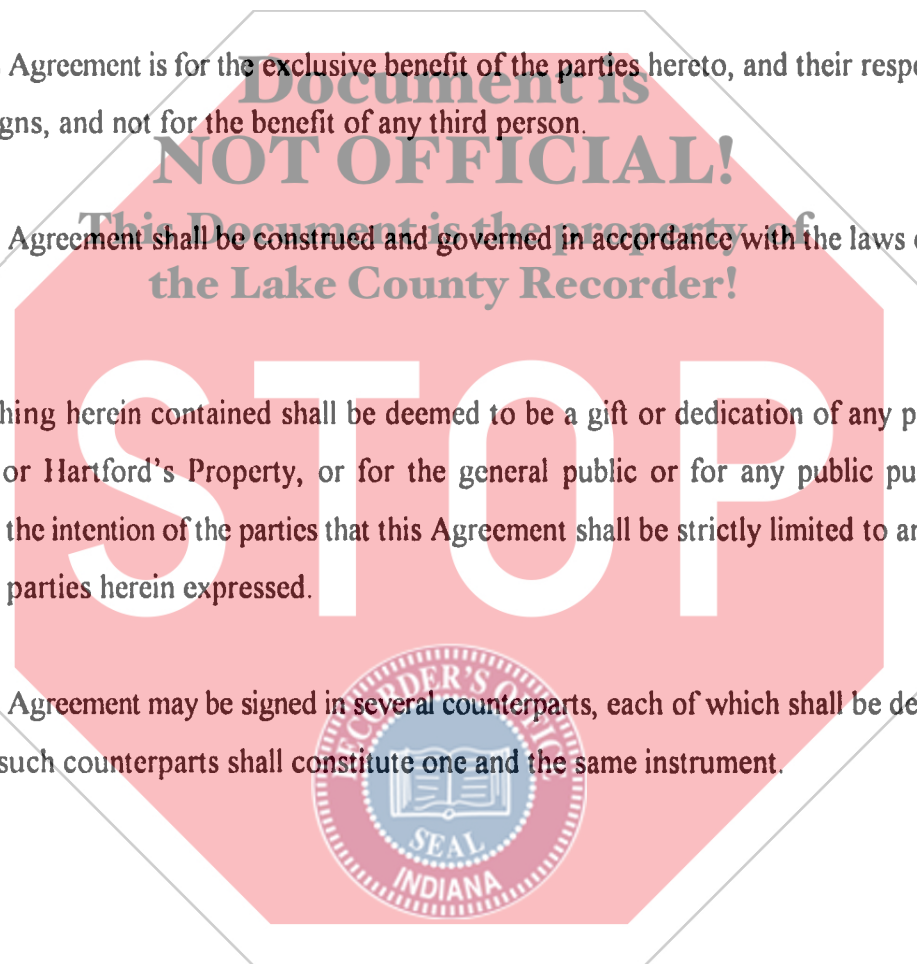
6. This Agreement shall be binding and inure to the benefit of the respective successors and assigns of the parties hereto and shall be binding upon the subservient real estate and the dominant real estate, and shall run with such land.

7. This Agreement is for the exclusive benefit of the parties hereto, and their respective successors and assigns, and not for the benefit of any third person.

8. This Agreement shall be construed and governed in accordance with the laws of the State of Indiana.

9. Nothing herein contained shall be deemed to be a gift or dedication of any part of Simon's Property or Hartford's Property, or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes of the parties herein expressed.

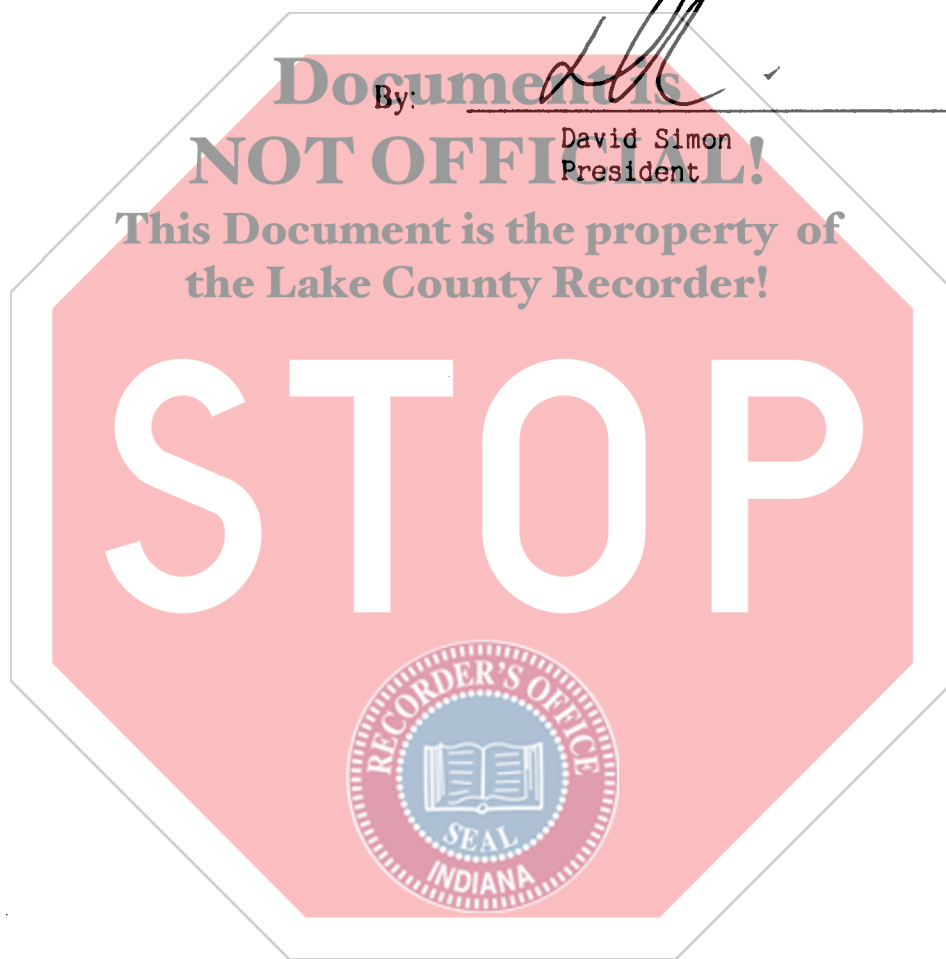
10. This Agreement may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.



IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first written above.


SIMON PROPERTY GROUP, L.P., a Delaware limited partnership, d/b/a Simon Real Estate Group Limited Partnership

By: SIMON PROPERTY GROUP, INC., a Maryland corporation, its general partner



IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first written above.

HARTFORD DEVELOPMENT CORPORATION

By:   
Robert Rossman, President

ATTEST:

  
Joseph Kenaga, Secretary



STATE OF INDIANA )  
 )SS:  
COUNTY OF MARION )

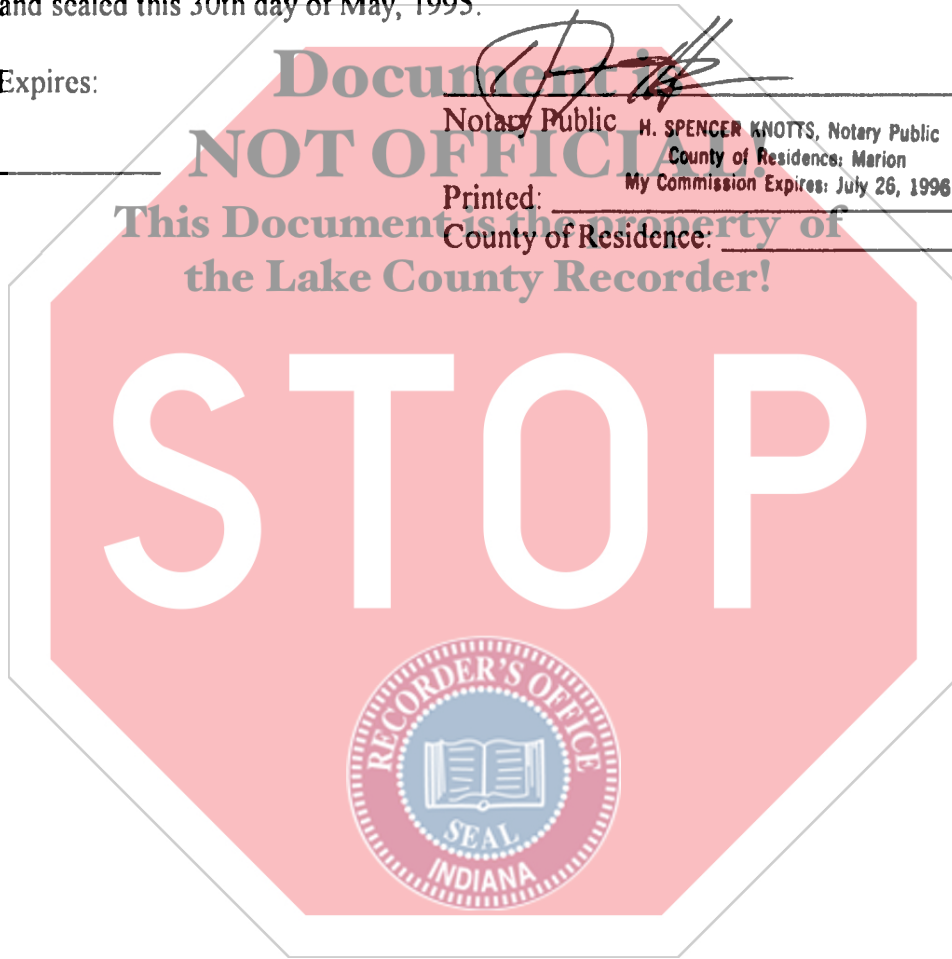
Before me, the undersigned, a Notary Public for Marion County, State of Indiana, personally appeared David Simon, President of Simon Property Group, Inc., general partner of Simon Property Group, L.P., a Delaware limited partnership, d/b/a Simon Real Estate Group Limited Partnership and he being first duly sworn by me upon his oath, says that the facts alleged in the foregoing instrument are true. Signed and sealed this 30th day of May, 1995.

My Commission Expires:

  
Notary Public H. SPENCER KNOTTS, Notary Public  
County of Residence: Marion  
My Commission Expires: July 26, 1996

Printed: \_\_\_\_\_  
County of Residence: \_\_\_\_\_

This Document is the property of  
the Lake County Recorder!



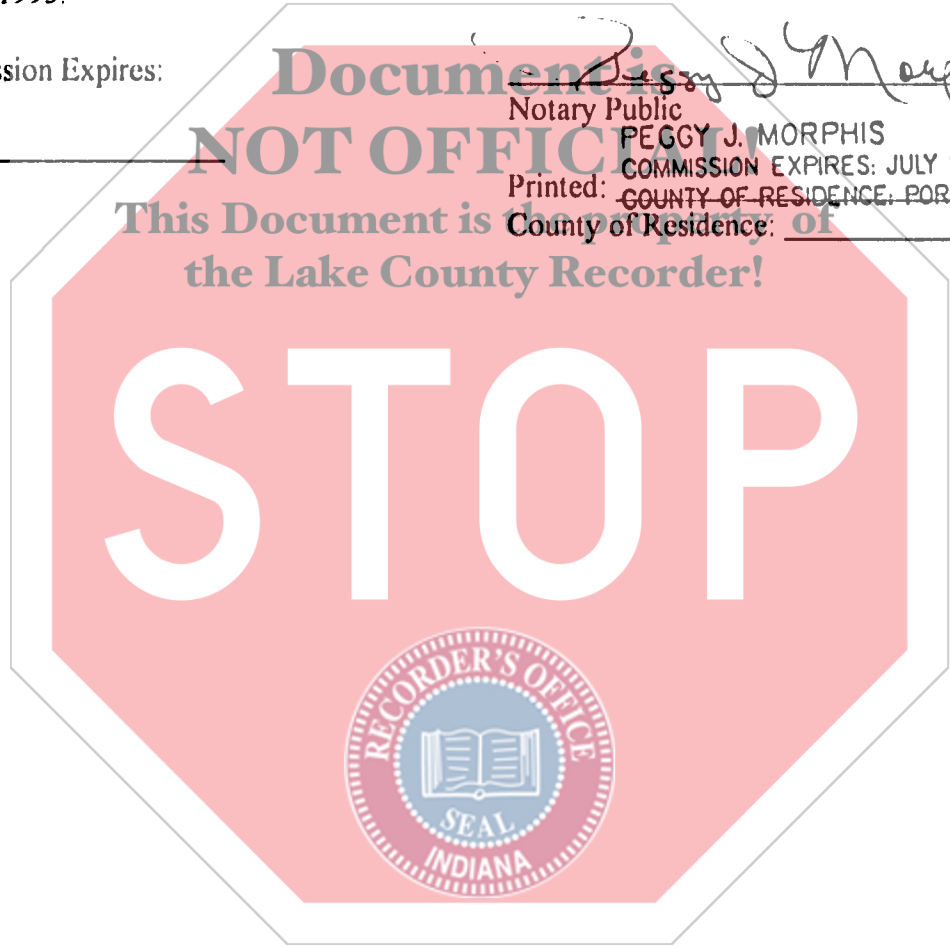


STATE OF INDIANA )  
 ) SS:  
COUNTY OF PORTER )

Before me, the undersigned, a Notary Public for Porter County, State of Indiana, personally appeared Robert Rossman and Joseph Kenaga, President and Secretary, respectively, of Hartford Development Corporation, and they being first duly sworn by me upon their oaths, say that the facts alleged in the foregoing instrument are true. Signed and sealed this 7<sup>th</sup> day of June, 1995.

My Commission Expires:

Peggy J. Morphis  
Notary Public  
PEGGY J. MORPHIS  
COMMISSION EXPIRES: JULY 29, 1996  
Printed: COUNTY OF RESIDENCE: PORTER  
County of Residence: \_\_\_\_\_



This Instrument Prepared By:  
Gordon A. Etzler  
HOEPPNER, WAGNER & EVANS  
103 E. Lincolnway, P.O. Box 2357  
Valparaiso, Indiana 46384  
Telephone. (219) 464-4961

**EXHIBIT "A"**

**LEGAL DESCRIPTION  
8400 CENTRE PARK  
Plat Book 78, page 61**

The South 750.74 feet of the West Half of the Southwest Quarter of Section 22, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, excepting therefrom the West 49.4 feet. Also described as: Commencing at the Southwest corner of the Southwest Quarter of said section; thence North 89°57'42" East along the South line of Southwest 49.4 feet to a 5/8" iron rod w/P.T.A. cap, and the Point of Beginning; thence North 00°10'11" West parallel with the West line of said Southwest Quarter 750.74 feet to a 5/8" iron rod w/P.T.A. cap; thence North 89°57'42" East 1284.04 feet (platted 1284.37 feet) to the East line of the West half of said Southwest Quarter to a 1/2" iron rod; thence South 00°13'12" East 750.75 feet along said East line to the South line of said Southwest Quarter to a 3/4" iron pipe; thence South 89°57'42" West 1284.70 feet along the South line of said Southwest Quarter to the Point of Beginning. Containing 22.14 acres, more or less.

Said real estate having been formerly described as follows:

Parcel One: Unit 2, The Century Mall, in the Town of Merrillville, as shown in Plat Book 47, page 119, in Lake County, Indiana.

Parcel Two: The East 40 feet of the West 89.4 feet of the South 750.74 feet of the West Half of the Southwest Quarter of Section 22, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.



**EXHIBIT "B"**

**PORTION OF PROPOSED SUBDIVISION PLAT OF  
8400 CENTRE PARK**

SEE PLAT RECORDED IN PLAT BOOK 78, PAGE 61, INSTRUMENT NO. 95033233



**EXHIBIT "B"**

EXHIBIT "C"

LEGAL DESCRIPTION  
CENTURY CONSUMER MALL.

UNIT 1, THE CENTURY MALL AS SHOWN IN PLAT BOOK 47, PAGE 119,  
AND MORE PARTICULARLY DESCRIBED AS THAT PART OF THE WEST HALF  
OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE  
8 WEST OF THE SECOND PRINCIPAL MERIDIAN AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID WEST  
HALF OF THE SOUTHWEST QUARTER OF THE SOUTH BOUNDARY OF U.S.R.  
30. SAID POINT BEING A DISTANCE OF 103.0 FEET SOUTHERLY FROM  
THE NORTHEAST CORNER OF SAID WEST HALF; THENCE SOUTH 0° 18' 23"  
EAST ALONG SAID EAST LINE A DISTANCE OF 88.0 FEET (88 FEET  
RECORDED) TO THE PLACE OF BEGINNING; THENCE SOUTH 88° 37' 07"  
WEST (SOUTH 88° 55' WEST RECORDED), A DISTANCE OF 110.35 FEET  
(110.9 FEET RECORDED) TO A POINT OF CURVATURE; THENCE  
NORTHWESTERLY ALONG AN ARC OF A CIRCLE, HAVING A RADIUS OF 88  
FEET, BEING CONVEX TO THE SOUTHWEST, THE CHORD THEREOF HAVING  
A BEARING OF NORTH 59° 53' 47" WEST AND A LENGTH OF 91.92 FEET,  
AN ARC DISTANCE OF 96.71 FEET, MORE OR LESS TO THE SOUTH LINE OF  
ROAD AS DEDICATED PER DOCUMENT NOS. 285 38 AND 385 39, BOTH  
RECORDED AUGUST 20, 1969; THENCE SOUTH 88° 37' 07" WEST ALONG  
SAID SOUTH LINE OF ROAD A DISTANCE OF 12.61 FEET, MORE OR LESS,  
TO A LINE 1131 FEET EASTERLY OF, MEASURED ALONG THE ORIGINAL  
SOUTH RIGHT OF WAY LINE OF U.S.R. 30 AND PARALLEL WITH THE WEST  
LINE OF SAID SECTION 22; THENCE SOUTH 0° 16' 53" EAST ALONG  
SAID PARALLEL LINE, A DISTANCE OF 180.00 FEET TO A LINE 220  
FEET SOUTHERLY OF, AS MEASURED ALONG LAST DESCRIBED PARALLEL  
LINE, AND PARALLEL WITH THE ORIGINAL SOUTH RIGHT OF WAY LINE  
OF U.S.R. 30; THENCE SOUTH 88° 37' 07" WEST ALONG LAST DESCRIBED  
PARALLEL LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 16' 53"  
WEST PARALLEL WITH THE WEST LINE OF SAID SECTION 22, A  
DISTANCE OF 180.00 FEET TO SAID SOUTH LINE OF ROAD AS  
DEDICATED PER DOCUMENT NOS. 285 38 AND 285 39; THENCE SOUTH  
88° 37' 07" WEST ALONG LAST DESCRIBED SOUTH LINE, A DISTANCE OF  
508.00 FEET TO A LINE 425 FEET EASTERLY OF, AS MEASURED ALONG  
THE ORIGINAL CENTERLINE OF U.S.R. 30 AND PARALLEL WITH THE  
WEST LINE OF SAID SECTION 22; THENCE SOUTH 0° 16' 53" EAST ALONG  
LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 328.30 FEET MORE  
OR LESS, TO A POINT ON A LINE 468.3 FEET SOUTHERLY OF,  
MEASURED ALONG WEST LINE OF SAID SECTION 22, AND PARALLEL WITH  
THE ORIGINAL CENTERLINE OF U.S.R. 30; THENCE SOUTH 88° 37' 07" WEST  
PARALLEL WITH SAID CENTERLINE OF U.S.R. 30, A DISTANCE OF 335.61  
FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 89.40 FEET OF THE  
WEST HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH 0° 16' 53" EAST  
ALONG SAID EAST LINE OF SAID WEST 89.40 FEET, A DISTANCE OF  
1393.87 FEET, MORE OR LESS TO A LINE 750.74 FEET NORTHERLY  
OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE SOUTH  
LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER; THENCE  
NORTH 89° 50' 38" EAST, ALONG LAST DESCRIBED PARALLEL LINE, A  
DISTANCE OF 1244.39 FEET, MORE OR LESS, TO THE EAST LINE OF  
THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH  
0° 18' 23" WEST ALONG SAID EAST LINE OF WEST HALF OF THE  
SOUTHWEST QUARTER, A DISTANCE OF 1700.76 FEET, MORE OR LESS  
TO THE PLACE OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

PARCEL 2  
THE EAST 40 FEET OF THE WEST 89.4 FEET OF THE WEST HALF  
OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH,  
RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN (EXCEPT THE  
NORTH 500.99 FEET THEREOF AND EXCEPT THE SOUTH 750.74 FEET  
THEREOF) IN LAKE COUNTY, INDIANA.

EXHIBIT "C"

05-26-1995 09:45AM FROM Plumb, Tuckett & Assoc.

TO

913172632363

P.02

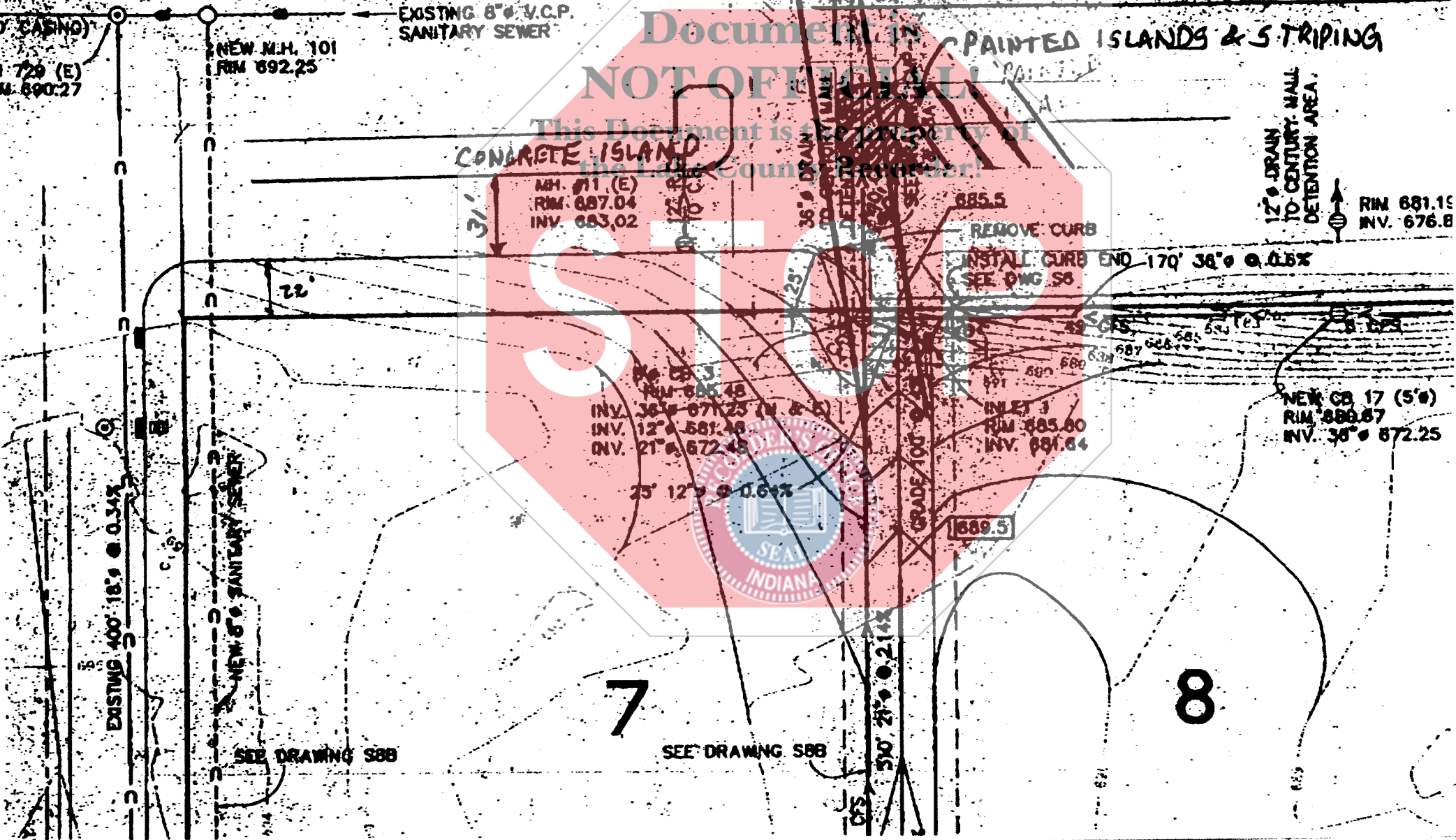
EXHIBIT "D"  
CONNECTION LOCATION



LINE OF NORTH  
PAINTED ISLANDS

# 8400 CENTRE PA

Document in  
NOT OFFICIAL  
This Document is the property of  
the County Engineer.



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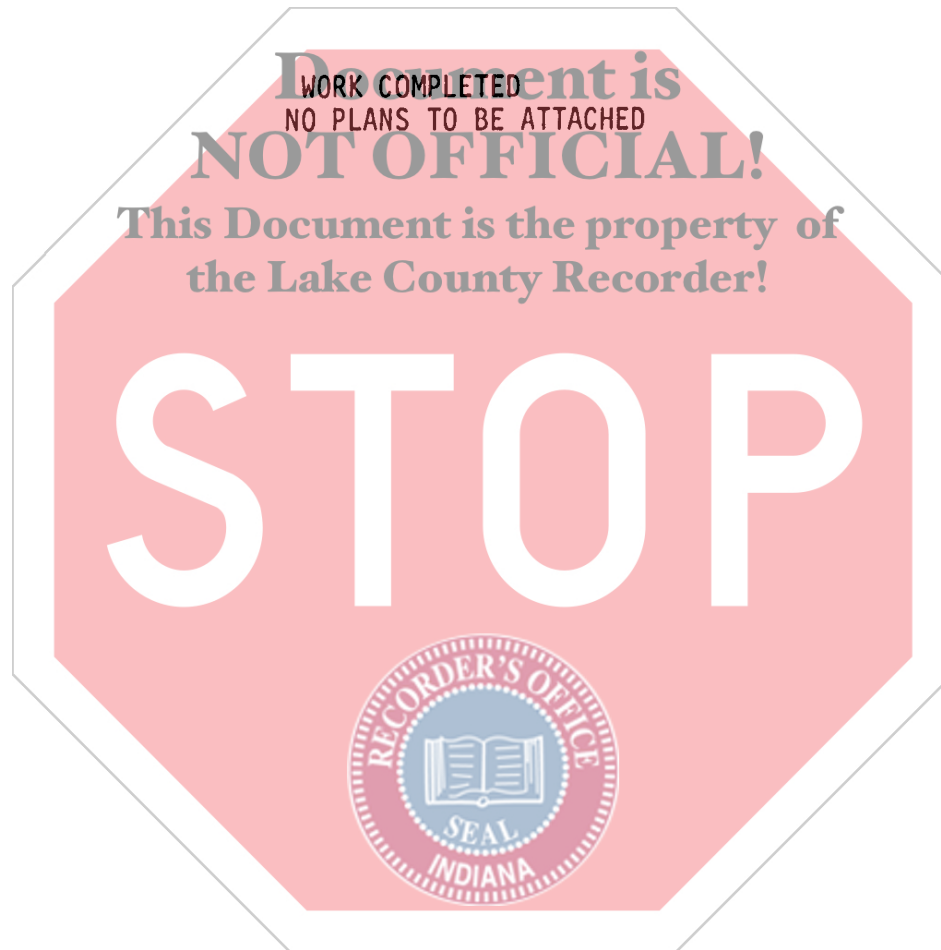
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SEE DRAWING S88

SEE DRAWING S88

**EXHIBIT "E"**

**PLANS AND SPECIFICATIONS**



**EXHIBIT "E"**