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Hold  
Stewart Title Services  
of Northwest Indiana  
8695 Broadway  
Merrillville, IN 46410

MEMORANDUM OF  
LEASE BETWEEN SISTERS OF SAINT FRANCIS HEALTH  
SERVICES, INC., ASSIGNEE OF ST. ANTHONY MEDICAL CENTER, INC.

2002 0382 LANDLORD 2002 APR 23 11:18

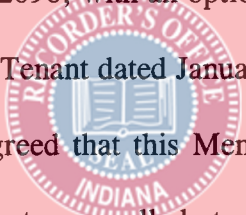
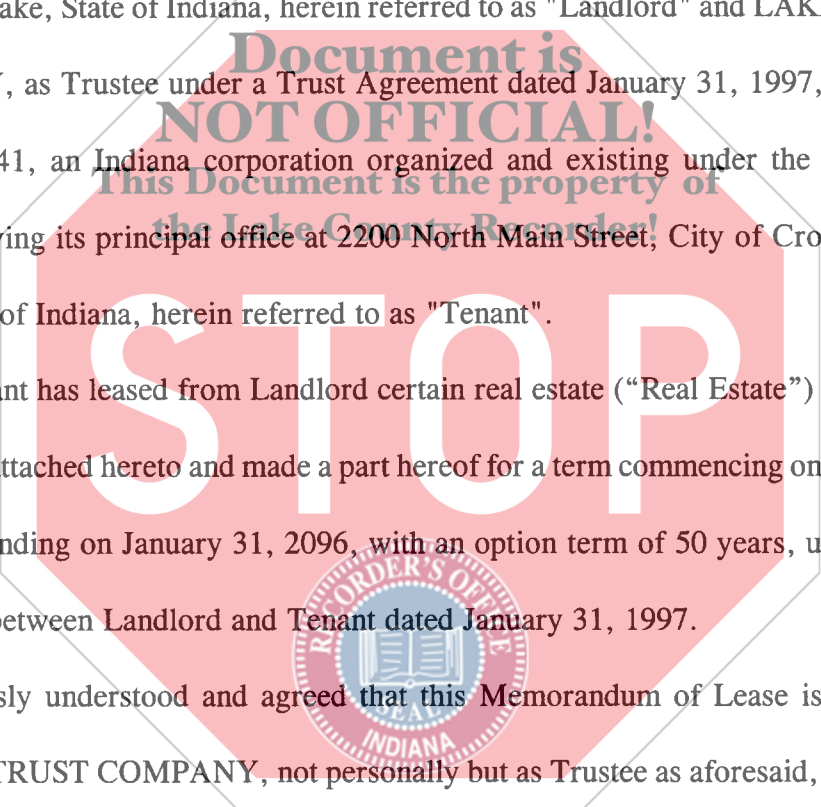
AND

LAKE COUNTY TRUST COMPANY,  
AS TRUSTEE UNDER  
A TRUST AGREEMENT DATED FEBRUARY 10, 1997.  
TENANT

This Memorandum of Lease is made and executed as of April 1, 2002, by and between SISTERS OF SAINT FRANCIS HEALTH SERVICES, INC., ASSIGNEE OF ST. ANTHONY MEDICAL CENTER, INC., having an office at Main & Franciscan Road, City of Crown Point, County of Lake, State of Indiana, herein referred to as "Landlord" and LAKE COUNTY TRUST COMPANY, as Trustee under a Trust Agreement dated January 31, 1997, and known as Trust Number 4841, an Indiana corporation organized and existing under the laws of the State of Indiana, having its principal office at 2200 North Main Street, City of Crown Point, County of Lake, State of Indiana, herein referred to as "Tenant".

Tenant has leased from Landlord certain real estate ("Real Estate") described on Exhibit A which is attached hereto and made a part hereof for a term commencing on or about January 31, 1997, and ending on January 31, 2096, with an option term of 50 years, under a separate lease agreement between Landlord and Tenant dated January 31, 1997.

It is expressly understood and agreed that this Memorandum of Lease is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that LAKE COUNTY TRUST COMPANY, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said demised premises in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said demised premises or any lease or sale or any mortgage or any disposition thereof. Nothing in this Memorandum of Lease contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and, in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any



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property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the leasehold estate herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the premises, except as represented to it by the beneficiary/beneficiaries of said Trust.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, 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. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiary/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.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease at Crown Point, Indiana on the day and year first above written.

**LANDLORD**  
SISTERS OF SAINT FRANCIS HEALTH LAKE COUNTY TRUST COMPANY,  
SERVICES, INC., ASSIGNEE OF  
ST. ANTHONY MEDICAL CENTER, INC.

**TENANT**  
not personally but as Trustee  
under a Trust Agreement dated  
January 31, 1997, and known as  
Trust Number 4841.

BY: *Robert M. Corbin* Vice President  
Robert M. Corbin, Vice President

BY: *Elaine M. Sievers*  
Elaine M. Sievers - Trust Officer

Attest:  
*Hesta Payo*  
Its: Hesta Payo, Assistant Secretary

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, personally appeared Robert M. Corbin, known to me to be the Vice President, of Sisters of Saint Francis Health Services, Inc., assignee of St. Anthony Medical Center, Inc., who acknowledged the execution of the foregoing Memorandum of Lease on behalf of said corporation, this 18<sup>th</sup> day of April, 2002.

Janice C. Porduhn  
Notary Public

JANICE C. PORDUHN  
Printed name

My commission expires: 7/2/09

My county of residence is: Lake

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

**Document is NOT OFFICIAL!**  
**This Document is the property of the Lake County Recorder!**

Before me, a Notary Public in and for said County and State, personally appeared Elaine M. Sievers, ~~Trust Officer~~ and ~~Hesta Payo, Ass. Secretary~~, respectively, of Lake County Trust Company, as Trustee under a Trust Agreement dated January 31, 1997, and known as Trust Number 4841, who acknowledged the execution of the foregoing Memorandum of Lease as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee, this 18<sup>th</sup> day of April, 2002.

Laura T. Kleven  
Notary Public  
Laura T. Kleven  
Printed name

My commission expires: 5-08-08

My county of residence is: Lake

**This instrument was prepared by:**

Lambert C. Genetos  
Attorney at Law  
8585 Broadway, Suite 480  
Merrillville, Indiana 46410  
Telephone: 219/ 755-0400

# EXHIBIT A

## LEGAL DESCRIPTION OF LEASED PREMISES

### Parcel 1:

Part of the East ½ of the Southwest ¼ of Section 17, Township 34 North, Range 8 West of the 2nd Principal meridian, described as follows: Beginning at the Southwest corner of said East ½; thence North along the West line thereof 592.38 feet; thence East parallel with the South line of said East ½, 458.8 feet; thence South parallel with the West line of said East ½, 592.38 feet to the South line thereof; thence West along said West line 458.8 feet to the point of beginning, containing 6.2 acres, all in Lake County, Indiana.

Parcel 2: An easement and right of entry, appurtenant to and for the benefit of Parcel 1, over and upon the following described property:

Commencing at the Southwest corner of the East ½ of the Southwest ¼ of Section 17, Township 34 North, Range 8 West of the 2nd P.M.; thence North 00 04' 06" West along the West line thereof 649.6 feet; thence North 89 55' 54" East 98.74 feet to point of beginning; thence North 00 04' 06" West 271.33 feet; thence East parallel with the South line of said East ½, 461.11 feet; thence South parallel with the West line of said East ½, 271.33 feet; thence West parallel with the South line of said East ½, 461.11 feet to the point of beginning, containing 2.87 acres, all in Lake County, Indiana.

for the following purposes:

(a) the construction, installation, use, operation, inspection, maintenance, repair, testing, and replacement of facilities over, upon, and under the above-described parcel for the retention of surface waters, including but not limited to storm water and melted snow and ice;

(b) the exclusive right to use of all waters upon and under the above-described parcel for the purpose of transferring and/or generating heat and/or energy

(c) the construction, installation, use, operation, maintenance, repair, replacement, removal, relocation, servicing, and testing of water conveyance pipes, tiles, and/or facilities which are below grade and/or below the normal water level of the above-described parcel

with all rights and privileges necessary or convenient for the full enjoyment or use thereof. Said easement rights, except as provided in (b) above, will be non-exclusive and will terminate upon termination of the term of this lease.

Parcel 3: An exclusive easement and right of entry, appurtenant to and for the benefit of Parcel 1, over and upon the following described property:

Commencing at the Southwest corner of the East ½ of the Southwest ¼ of Section 17, Township 34 North, Range 8 West of the 2nd P.M.; thence North 00 04' 06" West along the West line thereof 592.38 feet; thence North 89 55' 54" East 300 feet to the POINT OF BEGINNING; thence North 03 42' 00" West 57.22 feet to the POINT OF TERMINUS; said easement being 12.5 feet either side of the above described center-line.

for the construction, installation, use, operation, maintenance, repair, replacement, removal, relocation, servicing, and testing of water conveyance pipes, tiles, and/or facilities which are below grade and/or below the normal water level of the above-described parcel, with all rights and privileges necessary or convenient for the full enjoyment or use thereof. Said easement rights will terminate upon termination of the term of this lease.