

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2004 055101

2003 1188 33

MORTON PROPERTY GROUP, L.L.C.

THIS INSTRUMENT PREPARED BY
AND RETURN AFTER RECORDING TO:
GREG A. BOUWER
KORANSKY & BOUWER, P.C.
415 JOLIET STREET
SUITE 425
DYER, INDIANA 46311

DEED REFERENCE NO. 2003 1188 33
051657

RECIPROCAL CROSS ACCESS EASEMENT

This RECIPROCAL CROSS ACCESS EASEMENT, entered into this 14 day of April, 2004, by and between Clocktower LLC (hereinafter referred to as First Party) and Morton Property Group, L.L.C., (hereinafter referred to as Second Party).

WITNESSETH:

WHEREAS, First Party is the owner of a fee simple in that certain tract or parcel of real property located in the County of Lake and State of Indiana, a more particular description of which real property is attached hereto as Exhibit A (said parcel being hereinafter referred to as Parcel A); and

WHEREAS, Second Party is the owner of a fee simple in that certain tract or parcel of real property located in the County of Lake and State of Indiana, a more particular description of which real property is attached hereto as Exhibit B (said parcel being hereinafter referred to as Parcel B); and

WHEREAS, First Party has developed Parcel A as a commercial retail site and Second Party intends to develop Parcel B as a commercial retail site; and

WHEREAS, the parties hereto desire to enter into this Reciprocal Cross Access Easement for the joint use of access areas described in Exhibit C (Access Drives);

NOW THEREFORE, in consideration of the mutual benefits to be realized by such joint use, the mutual agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. First Party does hereby give, grant, and convey to Second Party for the benefit of Parcel B a non-exclusive perpetual easement over the Access Drives for pedestrian and motor vehicle ingress and egress over Parcel A by Second Party and its Permittees. Second Party does hereby give, grant, and convey to First Party for the benefit of Parcel A a non-exclusive perpetual easement over the Access Drives for pedestrian and motor vehicle ingress and egress over Parcel B by First Party and its Permittees. Permittees shall mean successors, successors in title, assigns, tenants, customers, employees and invitees of the Parties.

2. Each party shall maintain, repair, or replace their respective portion of the Access Drives, from time-to-time as needed, and each party shall pay all costs of such maintenance, repair and replacement which is reasonably necessary on the Access Drives on its respective Parcel. Each of the

Hanus/Calumet Plaza Reciprocal Cross Access Easement Agreement 04.06.04

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LAKE COUNTY AUDITOR

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parties hereto shall be solely and exclusively responsible for the costs and expenses of maintenance, repair and replacement of the parking, drives, sidewalks, and common areas on their respective parcels.

3. In connection with the grant of the easements contained herein, and in order to make such easements effective for the purposes contained, First Party and Second Party do further agree as follows:

- (a) All improvements to be constructed on Parcel A or Parcel B shall be constructed by the owner of the respective parcel, at their sole cost and expense, except that Second Party shall be responsible for all costs of constructing the improvements to the area of the Access Drive located on Parcel A, adjacent to Calumet Avenue, and matching the existing improvements of the First Party.
- (b) No party hereto shall, at any time prior to the termination of the easements herein granted, erect or construct, or cause to be erected or constructed any barrier or in any manner interfere with or restrict the full and complete use and enjoyment of the easements herein granted.
- (c) This Agreement in no way obligates the First Party or Second Party to construct any improvements.

4. The easements, restrictions, and agreements provided for herein shall be effective upon execution of this Agreement by the parties hereto. The easements provided for herein shall run with the land and shall constitute a use for reciprocal benefits to and burdens upon Parcel A and Parcel B. The easements provided for herein shall inure to the benefit of and be binding upon the respective successors, successors-in-title, assigns, heirs, tenants of each party hereto and the Permittees, and shall remain in full force and effect and shall be unaffected by any change in ownership of Parcel A and Parcel B, or by any change of use, demolition, reconstruction, expansion, or other circumstances, except as specified herein. The agreements and undertakings by each party hereto shall be enforceable by action for specific performances, it being agreed by both parties hereto that an action for damages would not be an adequate remedy for a breach of this Agreement.

5. This Agreement is not intended to, and should not be construed to dedicate said easement areas to the general public, nor shall this instrument be construed to restrict the use and development of Parcel A or Parcel B, except as stated herein. Without limiting the generality of the foregoing and subject to the limitations contained herein, First Party and Second Party shall have the right to expand, alter, modify, or demolish all or part of the buildings they propose to construct on Parcel A and Parcel B or develop said parcels in any manner they see fit, it being the intent of this instrument to grant reciprocal easements over the Access Drives as they exist from time to time without limiting the right of First Party or Second Party to alter, demolish, or redevelop said areas (except that neither party may alter, demolish or redevelop the shared driveway to Calumet Avenue portion of the Access Drives, which shared driveway shall at all times remain open for use as a shared driveway).

6. This Agreement shall be recorded at the Office of the Recorder of Lake County, Indiana and shall be prior in title to any mortgage which is now or may hereafter be placed upon any of Parcel A and Parcel B.

7. The easements created herein shall endure perpetually and shall run with the land and such easements are made expressly for the benefit of and shall be binding on the successors in interest and assigns of the respective parties.

8. The rule of strict construction does not apply to this Agreement. This Agreement shall be given reasonable construction so that the intention of the parties to grant and obtain a commercially usable easement is carried out.

9. If it shall, at any time, be held that any of the provisions of this instrument or any part thereof are invalid or for any reason become unenforceable, no other provision or part thereof shall hereby be affected or impaired.

IN WITNESS WHEREOF, the parties hereto have executed this Reciprocal Cross Access Easement under seal as of the date first written.

Clocktower LLC
By: Ronald M. Lane
Its: MANAGER

Morton Property Group, L.L.C.
By: [Signature]
Its: [Signature]

STATE OF IN
COUNTY OF LAKE
SS:)

Personally appeared before me, the undersigned witness, whose name is subscribed above, who on oath states that he saw the within named Ronald M. Lane acknowledge, sign, seal and deliver the within instrument, and that he, with the other witness whose name is subscribed above, witnessed the execution thereof.

Scott Miller
Notary Public

STATE OF ILLINOIS
COUNTY OF WILL
SS:)

Personally appeared before me, George D. Hanus whose name is subscribed above, who on oath states that (s)he saw the within named Morton Property Group, L.L.C., by its President, acknowledge, sign, seal and deliver the within instrument, and that (s)he, with the other witness whose name is subscribed above, witnessed the execution thereof.

Lori L. Kapaldo
Notary Public

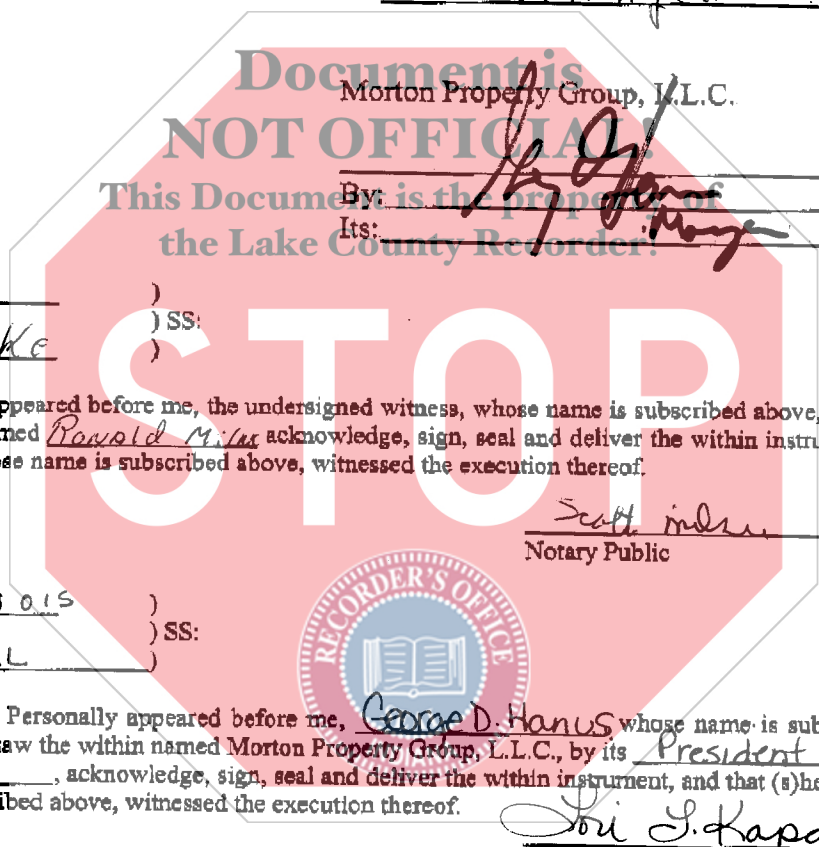


EXHIBIT B

LEGAL DESCRIPTION

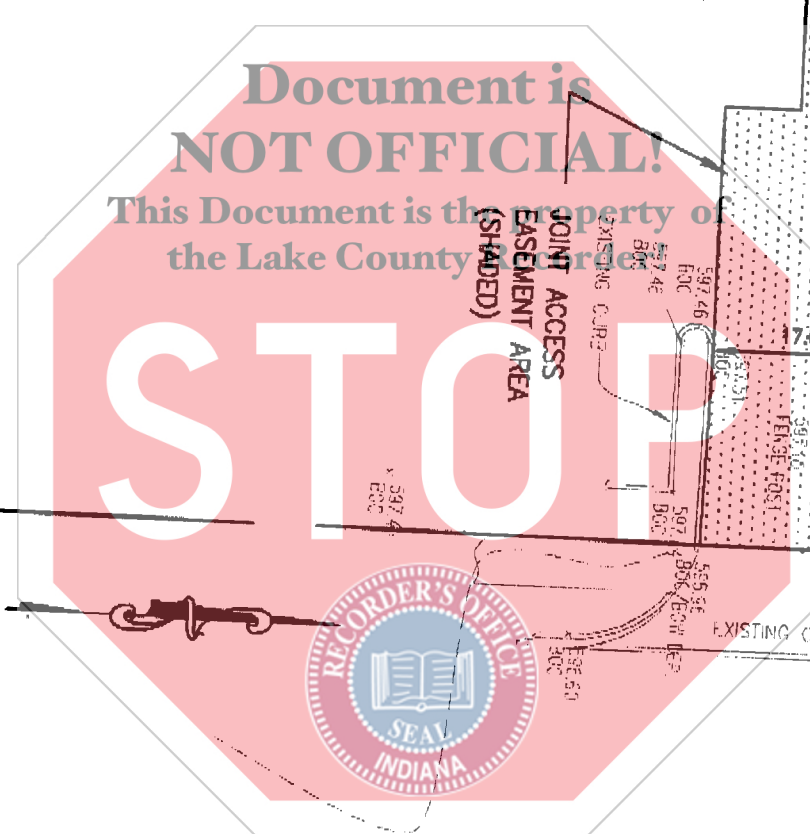
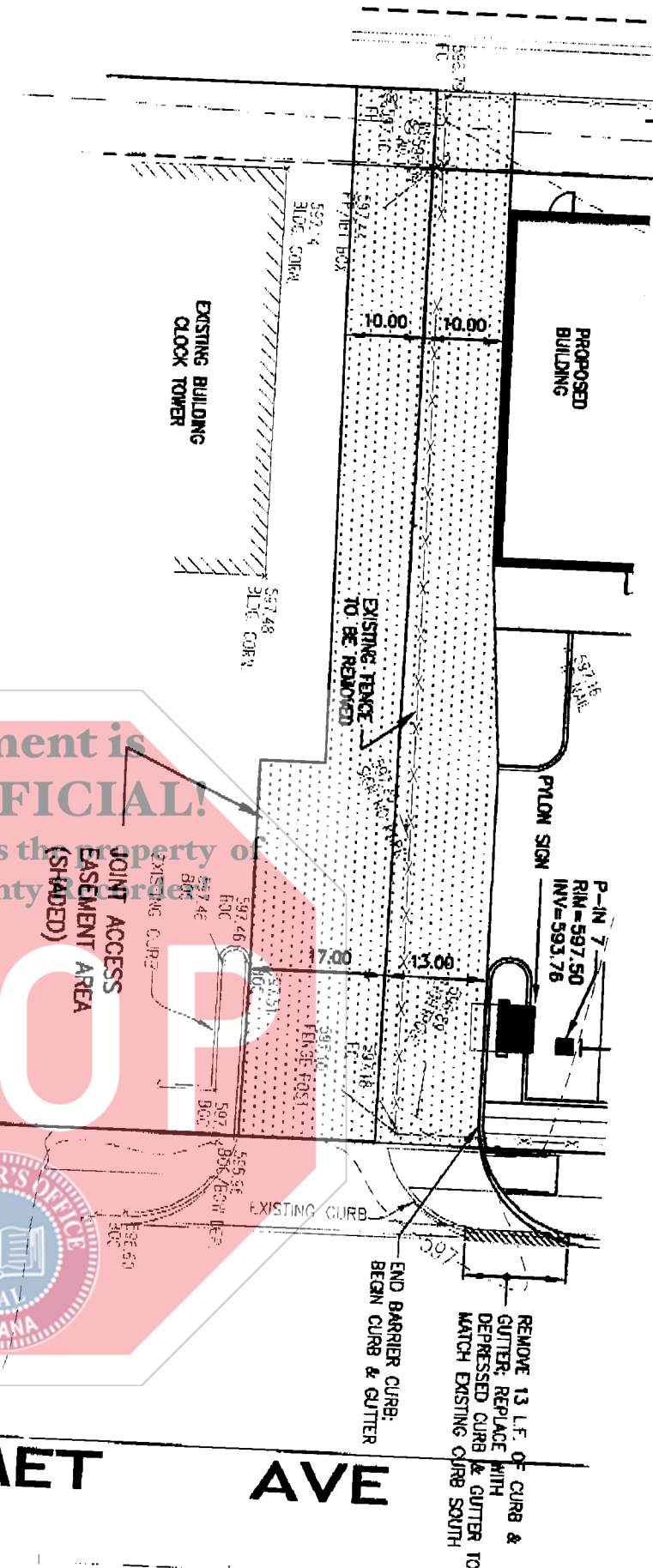
PART OF THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT 40 FEET WEST OF THE EAST LINE OF SAID SECTION AND 610.24 FEET NORTH OF THE SOUTH LINE THEREOF; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION, 135 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 210.24 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION, 135 FEET TO A POINT 40 FEET WEST OF THE EAST LINE OF SAID SECTION; THENCE SOUTH 210.24 FEET TO THE POINT OF BEGINNING, IN THE TOWN OF MUNSTER, INDIANA. (Tax Key No. 18-28-0019-0046)

Commonly known as 7940-7946 Calumet Avenue, Munster, Indiana 46321.



EXHIBIT C

BROADMOOR AVENUE



CALUMET AVE

M^cBRIDE ENGINEERING, INC.

CIVIL ENGINEERS & SURVEYORS
 BUSINESS PROFESSIONAL DESIGN FIRM #144-000003
 3440 W. 183rd Street - Suite 128
 Hazel Crest, IL 60429-2408
 708-789-1390

REGISTERED PROFESSIONAL ENGINEER
 320 S. Belmont Avenue
 Arlington Heights, IL 60005-2038
 847-394-4910

EXHIBIT A

28-19-11
PARCEL 1: PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT A POINT 40 FEET WEST OF THE EAST LINE OF SAID SECTION, AND 460.24 FEET NORTH OF THE SOUTH LINE THEREOF, THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 135 FEET, THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 150 FEET, THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION 135 FEET TO A POINT 40 FEET WEST OF EAST LINE OF SAID SECTION, THENCE SOUTH 150 FEET TO THE PLACE OF BEGINNING, IN THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA.

28-19-11
PARCEL 2: LOTS 7, 8 AND 9, INCLUSIVE, IN WINNER PARKWAY ADDITION TO MUNSTER, IN LAKE COUNTY, INDIANA AS SAME APPEARS OF RECORDS IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, IN PLAT BOOK 32, PAGE 4.

28-19-11-6
PARCEL 3: LOTS 6, 10 AND 11, IN WINNER PARKWAY ADDITION TO MUNSTER, LAKE COUNTY, INDIANA, AS SHOWN IN PLAT BOOK 32, PAGE 4, LAKE COUNTY, INDIANA.

More commonly known as: 8000 Calumet Avenue, Munster, IN. 46321

