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WHEN RECORDED RETURN TO:
PROFESSIONALS TITLE SERVICES, LLC
9195 BROADWAY
MERRILLVILLE, IN 46410

MUTUAL PARKING EASEMENT

WHEREAS Citizens Financial Services, FSB f/k/a Citizens Federal Savings and Loan Association ("Citizens"), is the owner of a certain parcel of real estate more fully described on Schedule A hereto ("Tract A") upon which are located certain banking facilities;

WHEREAS Kotso 45th Avenue Holdings, LLC ("Kotso") is the owner of a certain parcel of real estate more fully described on Schedule B hereto ("Tract B") upon which are located professional office facilities;

WHEREAS there are parking lots on Tract A for the use of the customers of Citizens, and Citizens is willing to allow patrons (but not employees) of the occupants of the facilities located on Tract B to use the parking lots on Tract A, provided that there is no disturbance of the use and benefit of said parking lots by the customers and employees of Citizens;

WHEREAS there are, likewise, parking lots on Tract B for the use of the customers of the tenants of the facilities located on Tract B, and Kotso is willing to allow patrons (but not employees) of the Citizens to use the parking lots on Tract B, provided that there is no disturbance of the use and benefit of said parking lots by the customers and employees of Kotso or any leaseholders of Tract B.

WHEREAS Citizens and Kotso have agreed to grant a cross-easement to each other for ingress, egress, and parking;

THEREFORE, in consideration of the mutual promises contained herein, IT IS HEREBY AGREED that:

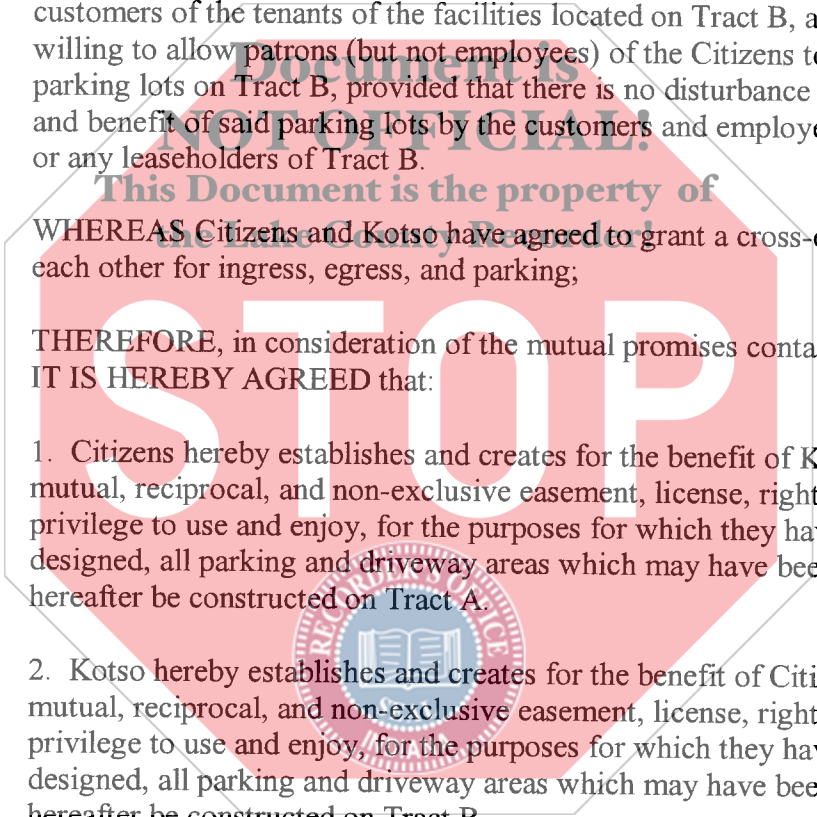
1. Citizens hereby establishes and creates for the benefit of Kotso a mutual, reciprocal, and non-exclusive easement, license, right, and privilege to use and enjoy, for the purposes for which they have been designed, all parking and driveway areas which may have been or may hereafter be constructed on Tract A.
2. Kotso hereby establishes and creates for the benefit of Citizens a mutual, reciprocal, and non-exclusive easement, license, right, and privilege to use and enjoy, for the purposes for which they have been designed, all parking and driveway areas which may have been or may hereafter be constructed on Tract B.
3. The rights and privileges granted and conferred herein shall be exercised and enjoyed in common by the parties hereto.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2004 NOV -4 AM 11:00

MORRIS W. CUTLER
RECORDER

2004 094144



FILED

NOV 4 2004

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

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4. Neither Citizens nor Kotso shall construct any barriers or otherwise unreasonably interfere with such ingress, egress or parking, except as may be needed from time to time for reasonable maintenance or public safety.

5. Neither Citizens nor Kotso shall cause, permit or allow any disturbance of the use and benefit of the customers and employees of the other party to the rights provided herein.

6. In exercising their rights hereunder, neither Citizens nor Kotso shall cause, permit or allow any disturbance of the use, enjoyment and benefit of their own respective parcels.

7. The easements, restrictions, benefits, and obligations set forth in this Agreement shall create mutual and reciprocal easements, restrictions, benefits, and servitudes upon Tracts A and B, running with the land, which shall be perpetual.

8. This Agreement shall create privity of contract and estate with and among the parties hereto and all subsequent grantees and mortgagees of all or any part of the interest of Citizens and/or Kotso and shall inure to the benefit of, and be binding upon, their respective successors, assigns and leaseholders.

9. The parties hereto are responsible for and shall maintain their respective parcels at their own cost.

WITNESS our hands and seals this 29th day of October, 2004.

CITIZENS FINANCIAL SERVICES, FSB

By: 

Name: Brian L. Goins

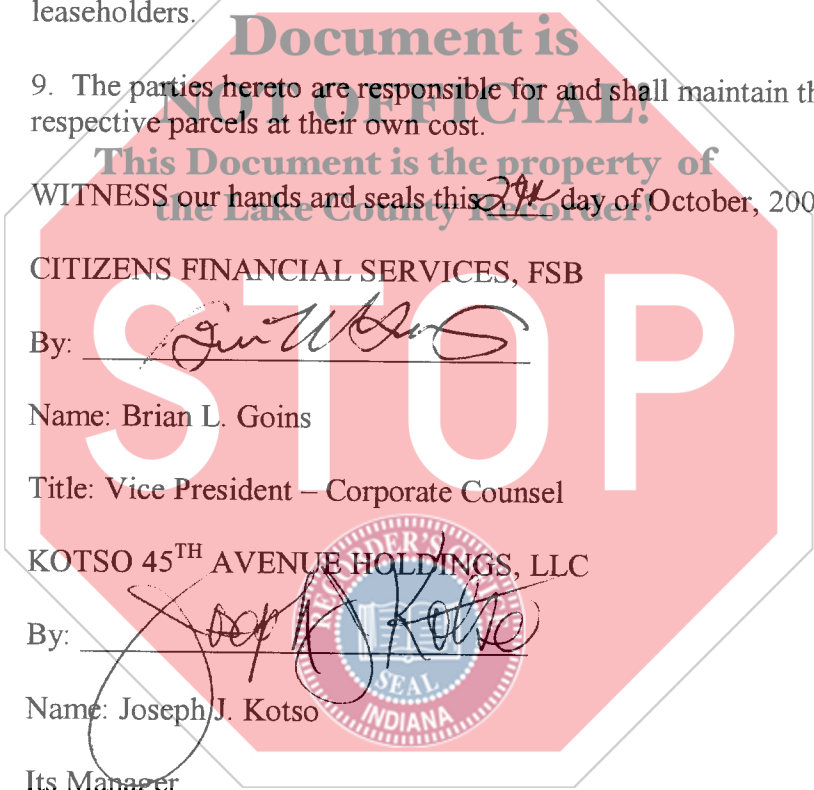
Title: Vice President – Corporate Counsel

KOTSO 45TH AVENUE HOLDINGS, LLC

By: 

Name: Joseph J. Kotso

Its Manager



STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Brian L. Goins, the Vice President of Citizens Financial Services, FSB and Joseph J. Kotso, the Manager of Kotso 45th Avenue Holdings, LLC, who both acknowledged execution of the foregoing Agreement for and on behalf of said Citizens Financial Services, FSB and Kotso 45th Avenue Holdings, LLC, respectively, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 27th day of October 2004.

Signature 

Printed: LISA M. MATSON
NOTARY PUBLIC, Jasper County, Indiana
My Commission Expires February 1, 2008
Resident Of Jasper County, Indiana

My Commission Expires: _____
County of Residence: _____

This instrument prepared by Brian L. Goins, 707 Ridge Road, Munster, Indiana 46321, Attorney at Law.



"TRACT A"

Lot 1 of CITIZENS FEDERAL SAVINGS & LOAN ADDITION, BLOCK ONE, a subdivision in the Town of Munster, Indiana, as per Record Plat thereof appearing in Plat Book 41, Page 129, in the Office of the Recorder of Lake County, Indiana.

"TRACT B"

PARCEL 1

The West 93.3 feet of the North 430.0 feet by parallel lines, of Lot 1 in Raymond Monaldi's 45th Avenue Second Subdivision in the Town of Munster, Indiana, as per Record Plat thereof appearing in Plat Book 41, page 67, in the Office of the Recorder of Lake County, Indiana, EXCEPT the South 130.0 feet thereof.

PARCEL 2

The South 130.0 feet of the West 93.3 feet of the North 430.0 feet, by parallel lines, of Lot 1 in Raymond Monaldi's 45th Avenue Second Subdivision in the Town of Munster, Indiana, as per Record Plat thereof appearing in Plat Book 41, Page 67, in the Office of the Recorder of Lake County, Indiana.

