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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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HOLD FOR MERIDIAN TITLE CORP

MICHAEL A. [unclear]
RECORDER

CROSS REFERENCES:

Northwest Property Deed Reference: deeds recorded March 17, 1999, as Instrument No. 99023387, and _____, 2005, as Instrument No. _____, respectively, in the Lake County, Indiana Recorder's Office.

CVP Property Deed Reference: deeds recorded _____, 2005, as Instrument No. _____, and _____, 2005, as Instrument No. _____, respectively in the Lake County, Indiana Recorder's Office.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "**Memorandum**") is executed as of this 26th day of January, 2005, by and between **NORTHWEST INDIANA HINDU RELIGIOUS CENTER, INC.**, an Indiana non-profit corporation ("**Northwest**") and **CVP DEVELOPMENT COMPANY, INC.**, an Indiana corporation ("**CVP**").

RECITALS

A. Northwest is the owner of certain real estate in Lake County, Indiana, legally described on **Exhibit A** (the "**Northwest Property**").

B. CVP is the owner of certain real estate contiguous to, and immediately east and north of the Northwest Property (the "**CVP Property**") which CVP Property is more specifically described on **Exhibit B**.

C. Northwest and CVP (as successor by assignment) entered into that certain Exchange Agreement dated June 15, 2004 (the "**Exchange Agreement**") pursuant to which the parties agreed to undertake certain future obligations with respect to the Northwest Property and CVP Property, and the parties have entered into this Memorandum to provide constructive notice of such obligations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Future Utility Easements. Northwest covenants and warrants to convey to CVP and/or any applicable public or municipal utilities or other governmental authorities such future utility easements under, along and across that portion of the Northwest Property as now or shall hereafter front on 86th Avenue (as such street may be extended in the future) as shall be necessary for the development of the CVP Property. Northwest further covenants and warrants to convey to CVP, at CVP's request, such future utility easements under, along, and across that portion of the Northwest Property that fronts on Merrillville Road as shall be necessary for the construction and installation, maintenance and repair of utilities necessary for the development of the CVP Property. Northwest's obligations under this **Section 1** shall expire upon completion of the first residential unit on the CVP Property.

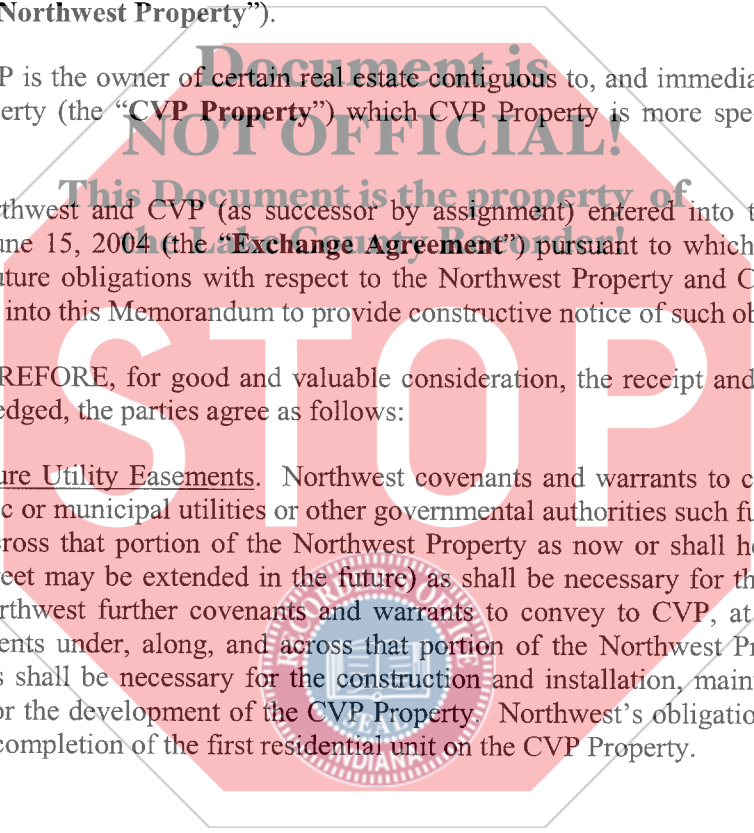
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JAN 31 2005

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

001755

Handwritten initials and numbers: 12, 10, 10



2. Future Sanitary Sewer Connection. CVP covenants and warrants that after such time as a sanitary sewer system is constructed on the CVP Property (“**Sanitary Sewer System**”) and such system is accepted by the applicable governmental authorities or public utility, CVP shall grant to Northwest a sanitary sewer easement (the “**Sanitary Sewer Easement**”) allowing Northwest to connect the Northwest Property to the Sanitary Sewer System. The size and location of the Sanitary Sewer Easement shall be determined in CVP’s sole discretion, so long as it is sufficient to permit Northwest reasonable construction and use of the Sanitary Sewer System. Any sanitary sewer improvements constructed within Sanitary Sewer Easement shall be constructed pursuant to plans and specifications acceptable to CVP and prepared by CVP’s engineer, at Northwest’s cost. Northwest shall be responsible for all costs, expenses, approvals, permits, licenses, fees, capacity allocations and other requirements imposed or required to construct any sewer connection and to connect to the system constructed by CVP. CVP does not warrant that the applicable governmental and/or utility authorities shall grant permission to Northwest to connect to such system. The Sanitary Sewer Easement shall be prepared by CVP at the time of completion of the construction of the Sanitary Sewer System, shall be mutually acceptable to the parties, and shall include such terms and conditions as are set forth in the Exchange Agreement. CVP’s obligations under this **Section 2** shall expire five (5) years after the completion of the Sanitary Sewer System if Northwest has not within such period provided written notice of its desire to connect to the Sanitary Sewer System and commenced construction of Northwest’s connection to the Sanitary Sewer System.

3. 86th Avenue Extension. CVP agrees to construct an extension of the south ½ of 86th Avenue from its current location to the termination point depicted on **Exhibit C** in accordance with the terms and conditions of the Exchange Agreement (the “**86th Avenue Extension**”) no later than the completion of the first residential unit on the CVP Property. Upon CVP’s request, Northwest is obligated to dedicate and convey the 86th Avenue Extension to the applicable authorities.

4. Successors and Assigns. This Memorandum of Agreement shall be binding upon Northwest and CVP and their respective successors and assigns, and the obligations herein contained shall run with the land comprising the Northwest Property and the CVP Property.

5. Recording. This Memorandum of Agreement may be recorded for the purpose of giving notice to third parties of the existence of the Exchange Agreement and certain terms thereof. Reference is made to the Exchange Agreement which contains a full description of the rights and duties of Northwest and CVP.

6. No Limitation. This Memorandum of Agreement (or description of certain of such rights, duties, conditions and limitations) shall in no way or under any circumstance alter or limit the terms and conditions of the Exchange Agreement or the interpretation of the rights and duties of Northwest and CVP thereunder.

IN WITNESS WHEREOF, Northwest and CVP have caused this Memorandum of Agreement to be executed as of this 26th day of January, 2005.

NORTHWEST INDIANA HINDU RELIGIOUS CENTER, INC.

By: K. P. Sarma, MD
(Signature)
Koppolu P. Sarma
(Printed Name)
Its: Chairman of the Board
(Title)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Koppolu P. Sarma, the Chairman of the Board of Northwest Indiana Hindu Religious Center, Inc., an Indiana non-profit corporation, who acknowledged execution of the foregoing Memorandum of Agreement, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 26th day of January, 2005.

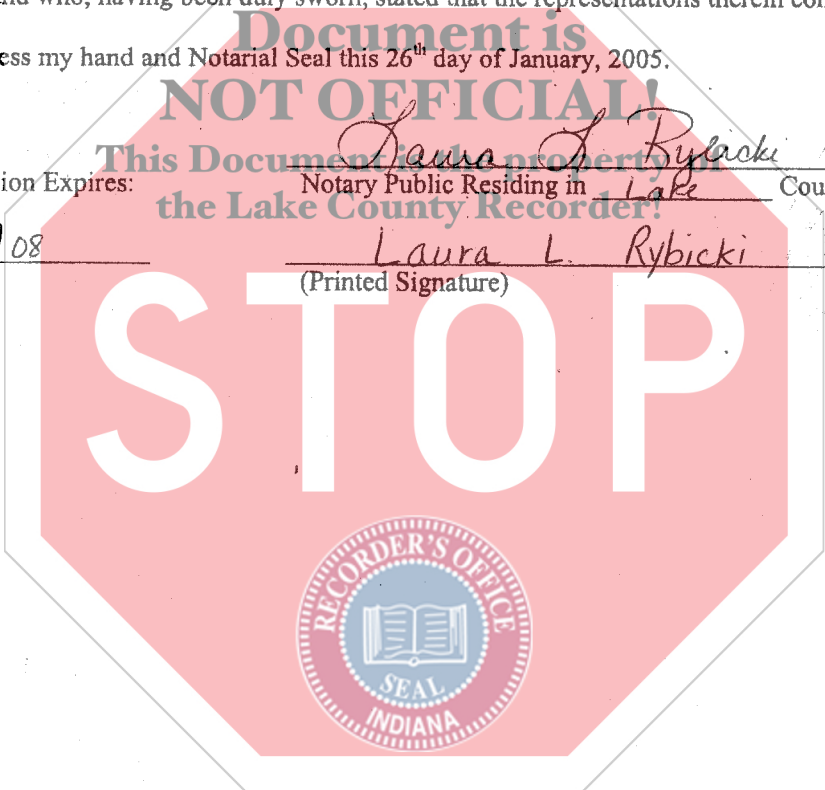
My Commission Expires:

9/25/08

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Laura L. Rybicki
Notary Public Residing in Lake County, Indiana

Laura L. Rybicki
(Printed Signature)



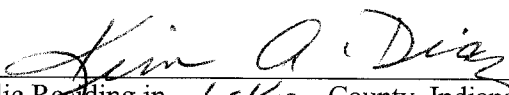
CVP DEVELOPMENT COMPANY, INC.

By: 
Craig Van Prooyen, President

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Craig Van Prooyen, the President of CVP Development Company, Inc., an Indiana corporation, who acknowledged execution of the foregoing Memorandum of Agreement, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 26th day of January, 2005.

My Commission Expires: 
Notary Public Residing in LAKE County, Indiana


(Printed Signature)

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This instrument prepared by Donald E. Williams, Attorney-at-Law
Barnes & Thornburg, 11 South Meridian Street, Indianapolis, Indiana 46204

STOP






EXHIBIT A

PARCEL 1:

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/4 LYING ADJACENT TO AND EAST OF OLD CROWN POINT AND MERRILLVILLE ROAD, EXCEPT THE EAST 757.7 FEET IN SECTION 28, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

EXCEPTING THEREFROM:

A PARCEL OF LAND LYING IN THE NORTH HALF OF THE SOUTH HALF OF THE NORTH QUARTER OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, SAID PARCEL BEING PART OF THE LAND DESCRIBED TO NORTHWEST INDIANA HINDU RELIGIOUS CENTER INC., IN DOCUMENT NUMBER 99023387, RECORDED MARCH 17, 1999, IN THE RECORDER'S OFFICE OF SAID COUNTY, SAID PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTH HALF, THENCE NORTH 89 DEGREES 11 MINUTES 28 SECONDS WEST, 1320.14 FEET ALONG THE NORTH LINE OF SAID NORTH HALF TO A LINE 1320 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH HALF; THENCE SOUTH 00 DEGREES 02 MINUTES 08 SECONDS EAST, 40.00 FEET ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED TO THE TOWN OF MERRILLVILLE IN DOCUMENT NUMBER 2001056605, RECORDED JULY 18, 2001, IN SAID RECORDER'S OFFICE, AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 02 MINUTES 08 SECONDS EAST, 290.70 FEET ALONG SAID 1320 FOOT PARALLEL LINE TO THE SOUTH LINE OF SAID NORTH HALF; THENCE NORTH 89 DEGREES 11 MINUTES 33 SECONDS WEST, 618.07 FEET ALONG SAID SOUTH LINE TO A LINE 1938.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SAID NORTH HALF; THENCE NORTH 00 DEGREES 02 MINUTES 08 SECONDS WEST, 290.72 FEET ALONG SAID 1938.00 FOOT PARALLEL LINE TO SAID TOWN OF MERRILLVILLE'S SOUTH LINE; THENCE SOUTH 89 DEGREES 11 MINUTES 28 SECONDS EAST, 618.07 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING 4.12 ACRES MORE OR LESS.

PARCEL 2:

A PARCEL OF LAND LYING IN THE SOUTH QUARTER OF THE NORTH HALF OF THE NORTH HALF OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, SAID PARCEL BEING PART OF THE FIRST PARCEL OF THE LAND DESCRIBED TO VICTOR J. SCHREIBER, AS TRUSTEE, IN DOCUMENT NUMBER 615416, RECORDED JANUARY 22, 1981, IN THE RECORDER'S OFFICE OF SAID COUNTY, SAID PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTH QUARTER, THENCE NORTH 89 DEGREES 11 MINUTES 37 SECONDS WEST, 1938.21 FEET ALONG THE SOUTH LINE OF SAID SOUTH QUARTER TO THE POINT OF BEGINNING, SAID POINT BEING ON A LINE 1938.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH QUARTER; THENCE CONTINUING NORTH 89 DEGREES 11 MINUTES 37 SECONDS WEST, 975.58 FEET ALONG SAID SOUTH LINE TO THE CENTER LINE OF OLD CROWN POINT-MERRILLVILLE ROAD (NOW MERRILLVILLE ROAD); THENCE NORTH 23 DEGREES 04 MINUTES 19 SECONDS EAST, 357.35 FEET ALONG SAID CENTER LINE TO THE NORTH LINE OF SAID SOUTH QUARTER; THENCE SOUTH 89 DEGREES 11 MINUTES 33 SECONDS EAST, 835.32

EXHIBIT A

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FET ALONG SAID NORTH LINE TO SAID 1938.00 FOOT PARALLEL LINE; THENCE SOUTH 00 DEGREES 02 MINUTES 08 SECONDS EAST, 330.72 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, CONTAINING 6.87 ACRES MORE OR LESS.



EXHIBIT B

PARCEL 1:

A PARCEL OF LAND LYING IN THE SOUTH QUARTER OF THE NORTH HALF OF THE NORTH HALF OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, SAID PARCEL BEING PART OF THE FIRST PARCEL OF THE LAND DESCRIBED TO VICTOR J. SCHREIBER, AS TRUSTEE, IN DOCUMENT NUMBER 615416, RECORDED JANUARY 22, 1981, IN THE RECORDER'S OFFICE OF SAID COUNTY, SAID PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTH QUARTER, THENCE NORTH 89 DEGREES 11 MINUTES 37 SECONDS WEST, 760.08 FEET ALONG THE SOUTH LINE OF SAID SOUTH QUARTER TO THE POINT OF BEGINNING, SAID POINT BEING ON A LINE 760.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH QUARTER; THENCE CONTINUING NORTH 89 DEGREES 11 MINUTES 37 SECONDS WEST, 2153.70 FEET ALONG SAID SOUTH LINE TO THE CENTER LINE OF OLD CROWN POINT-MERRILLVILLE ROAD (NOW MERRILLVILLE ROAD); THENCE NORTH 23 DEGREES 04 MINUTES 19 SECONDS EAST, 357.35 FEET ALONG SAID CENTER LINE TO THE NORTH LINE OF SAID SOUTH QUARTER; THENCE SOUTH 89 DEGREES 11 MINUTES 33 SECONDS EAST, 2013.45 FEET ALONG SAID NORTH LINE TO SAID 760.00 FOOT PARALLEL LINE; THENCE SOUTH 00 DEGREES 02 MINUTES 08 SECONDS EAST, 330.69 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, CONTAINING 15.82 ACRES MORE OR LESS.

EXCEPTING THEREFROM:

A PARCEL OF LAND LYING IN THE SOUTH QUARTER OF THE NORTH HALF OF THE NORTH HALF OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, SAID PARCEL BEING PART OF THE FIRST PARCEL OF THE LAND DESCRIBED TO VICTOR J. SCHREIBER, AS TRUSTEE, IN DOCUMENT NUMBER 615416, RECORDED JANUARY 22, 1981, IN THE RECORDER'S OFFICE OF SAID COUNTY, SAID PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTH QUARTER, THENCE NORTH 89 DEGREES 11 MINUTES 37 SECONDS WEST, 1938.21 FEET ALONG THE SOUTH LINE OF SAID SOUTH QUARTER TO THE POINT OF BEGINNING, SAID POINT BEING ON A LINE 1938.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH QUARTER; THENCE CONTINUING NORTH 89 DEGREES 11 MINUTES 37 SECONDS WEST, 975.58 FEET ALONG SAID SOUTH LINE TO THE CENTER LINE OF OLD CROWN POINT-MERRILLVILLE ROAD (NOW MERRILLVILLE ROAD); THENCE NORTH 23 DEGREES 04 MINUTES 19 SECONDS EAST, 357.35 FEET ALONG SAID CENTER LINE TO THE NORTH LINE OF SAID SOUTH QUARTER; THENCE SOUTH 89 DEGREES 11 MINUTES 33 SECONDS EAST, 835.32 FEET ALONG SAID NORTH LINE TO SAID 1938.00 FOOT PARALLEL LINE; THENCE SOUTH 00 DEGREES 02 MINUTES 08 SECONDS EAST, 330.72 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, CONTAINING 6.87 ACRES MORE OR LESS.

PARCEL 2:

A PARCEL OF LAND LYING IN THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, SAID PARCEL BEING ALL OF THE SECOND PARCEL OF THE LAND DESCRIBED TO VICTOR J. SCHREIBER, AS TRUSTEE, IN DOCUMENT NUMBER 615416, RECORDED

EXHIBIT B

Page 1

JANUARY 22, 1981, IN THE RECORDER'S OFFICE OF SAID COUNTY, SAID PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION, THENCE NORTH 89 DEGREES 11 MINUTES 18 SECONDS WEST, 1320.14 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING, SAID POINT BEING ON A LINE 1320 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 02 MINUTES 08 SECONDS EAST, 661.41 FEET ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF SAID NORTH HALF OF THE NORTH HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 11 MINUTES 28 SECONDS WEST, 1324.44 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST, 12.70 FEET ALONG SAID WEST LINE TO THE CENTER LINE OF OLD CROWN POINT-MERRILLVILLE ROAD (NOW MERRILLVILLE ROAD); THENCE NORTH 17 DEGREES 22 MINUTES 32 SECONDS EAST, 156.37 FEET ALONG SAID CENTER LINE TO THE SOUTHWEST CORNER OF A ONE ACRE PARCEL OF LAND DESCRIBED TO DAVID J. WILCOX, TRUSTEE, IN DOCUMENT NUMBER 91025697, RECORDED MAY 28, 1991, IN SAID RECORDER'S OFFICE; THENCE SOUTH 89 DEGREES 11 MINUTES 18 SECONDS EAST, 283.25 FEET ALONG THE SOUTH LINE OF SAID WILCOX PARCEL TO THE SOUTHEAST CORNER OF SAID WILCOX PARCEL; THENCE NORTH 00 DEGREES 01 MINUTES 59 SECONDS WEST, 170.6 FEET ALONG THE EAST LINE OF SAID WILCOX PARCEL TO THE NORTHEAST CORNER OF SAID WILCOX PARCEL; THENCE NORTH 89 DEGREES 11 MINUTES 18 SECONDS WEST, 230.00 FEET ALONG THE NORTH LINE OF SAID WILCOX PARCEL TO THE NORTHWEST CORNER OF SAID WILCOX PARCEL AND THE CENTER LINE OF SAID MERRILLVILLE ROAD; THENCE NORTH 17 DEGREES 22 MINUTES 32 SECONDS EAST, 342.46 FEET ALONG SAID CENTER LINE TO SAID NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 11 MINUTES 18 SECONDS EAST, 1121.90 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 17.60 ACRES MORE OR LESS.

PARCEL 3:

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A PARCEL OF LAND LYING IN THE NORTH HALF OF THE SOUTH HALF OF THE NORTH QUARTER OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, SAID PARCEL BEING PART OF THE LAND DESCRIBED TO NORTHWEST INDIANA HINDU RELIGIOUS CENTER INC., IN DOCUMENT NUMBER 99023387, RECORDED MARCH 17, 1999, IN THE RECORDER'S OFFICE OF SAID COUNTY, SAID PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTH HALF, THENCE NORTH 89 DEGREES 11 MINUTES 28 SECONDS WEST, 1320.14 FEET ALONG THE NORTH LINE OF SAID NORTH HALF TO A LINE 1320 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH HALF; THENCE SOUTH 00 DEGREES 02 MINUTES 08 SECONDS EAST, 40.00 FEET ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED TO THE TOWN OF MERRILLVILLE IN DOCUMENT NUMBER 2001056605, RECORDED JULY 18, 2001, IN SAID RECORDER'S OFFICE, AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 02 MINUTES 08 SECONDS EAST, 290.70 FEET ALONG SAID 1320 FOOT PARALLEL LINE TO THE SOUTH LINE OF SAID NORTH HALF; THENCE NORTH 89 DEGREES 11 MINUTES 33 SECONDS WEST, 618.07 FEET ALONG SAID SOUTH LINE TO A LINE 1938.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SAID NORTH HALF; THENCE NORTH 00 DEGREES 02 MINUTES 08 SECONDS WEST, 290.72 FEET ALONG SAID 1938.00 FOOT PARALLEL LINE TO SAID TOWN OF MERRILLVILLE'S SOUTH LINE; THENCE SOUTH 89 DEGREES 11 MINUTES 28 SECONDS EAST, 618.07 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING 4.12 ACRES MORE OR LESS.

Exhibit C

