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2005 048568 EASEMENT FOR DRIVEWAY, SEWER AND WATER

THIS AGREEMENT, made by and between NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, hereinafter referred to as "Grantor" whose address is 801 E. 86<sup>th</sup> Avenue, Merrillville, Indiana 46410, and The Csokasy Family II Limited Partnership, a Nevada limited partnership, hereinafter referred to as "Grantee" whose address is 987 West 13<sup>th</sup> Place, Hobart, Indiana 46342, this 8<sup>th</sup> day of June, 2005.

WITNESSETH:

**WHEREAS**, Grantor has a fee interest in that certain property located in the City of Hobart, Lake County, Indiana, legally described on Exhibit "A" attached hereto (the "Premises") which is generally used by Grantor, including without limitation, for the transmission and distribution of high voltage electricity and for the transportation of gas, and upon which there may be constructed and installed, under various rights, sewers, drains, and pipelines owned by various companies for the transportation of sewage, water, storm water, petroleum and petroleum products;

**WHEREAS**, Grantee has a fee interest in that certain property located in the City of Hobart, Lake County, Indiana, legally described on Exhibit "B" attached hereto (the "Grantee's Parcel"), which is adjacent to the Premises;

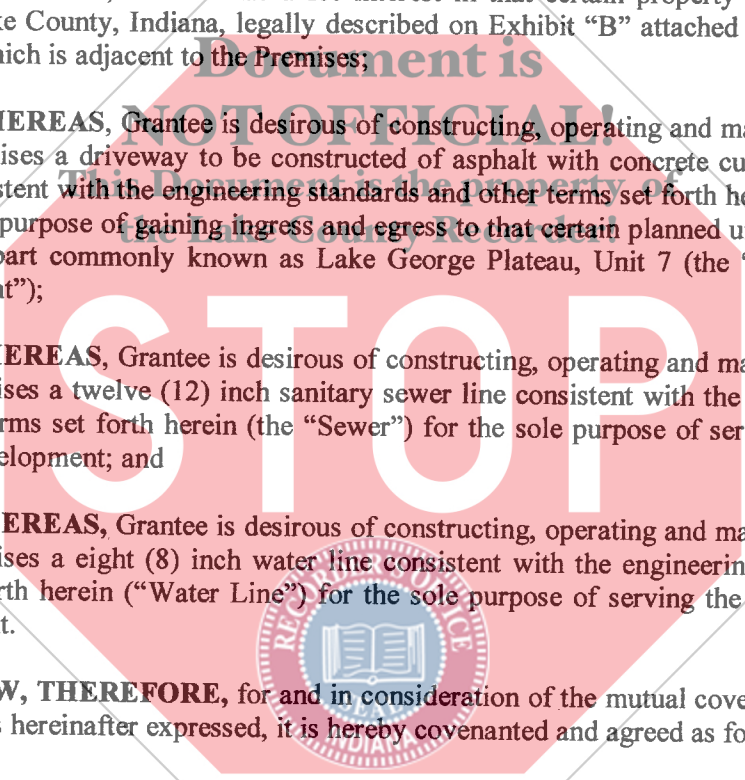
**WHEREAS**, Grantee is desirous of constructing, operating and maintaining on a portion of the Premises a driveway to be constructed of asphalt with concrete curbs, thirty (30) feet in width consistent with the engineering standards and other terms set forth herein (the "Driveway") for the sole purpose of gaining ingress and egress to that certain planned unit development in the City of Hobart commonly known as Lake George Plateau, Unit 7 (the "Lake George Plateau Development");

**WHEREAS**, Grantee is desirous of constructing, operating and maintaining on a portion of the Premises a twelve (12) inch sanitary sewer line consistent with the engineering standards and other terms set forth herein (the "Sewer") for the sole purpose of serving the Lake George Plateau Development; and

**WHEREAS**, Grantee is desirous of constructing, operating and maintaining on a portion of the Premises a eight (8) inch water line consistent with the engineering standards and other terms set forth herein ("Water Line") for the sole purpose of serving the Lake George Plateau Development.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements of the parties hereinafter expressed, it is hereby covenanted and agreed as follows:

- GRANT AND USE OF EASEMENT.** Grantor hereby gives, grants, bargains, sells and conveys unto Grantee, its successors and assigns, without any warranty or representation of any kind or nature and only to the extent Grantor's title permits and subject to the terms hereinafter set forth, a perpetual, non-exclusive easement, right and authority, from time to time, in, under, upon, along and over that portion of the Premises legally described on Exhibit "C-1"



**FILED**

JUN 13 2005

STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

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attached hereto ("Easement Premises") to install, construct, maintain, operate, repair, alter, replace, renew and remove the Driveway, a Storm Sewer Line and Water Line. For purposes of this Agreement, non-exclusive shall mean that Grantor and others to whom Grantor has granted or will grant certain rights and privileges ("Third Parties") shall have the right to use the Easement Premises, provided such use or uses shall not materially adversely interfere with the maintenance or use of the Driveway, Storm Sewer Line or Water Line by Grantee.

Grantor hereby gives, grants, bargains, sells and conveys unto Grantee, its successors and assigns, without any warranty or representation of any kind or nature and only to the extent Grantor's title permits and subject to the terms hereinafter set forth, a temporary, non-exclusive construction easement for the installation, repair and maintenance of the Driveway, Storm Sewer Line and Water Line, under, upon, along and over that twenty (20) foot portion of the Premises immediately adjacent to the Easement Premises (the "Temporary Easement Premises"). The Temporary Easement Premises shall be used by Grantee only during periods of actual installation, repair or maintenance activity on the Driveway, Storm Sewer Line or Water Line (after the initial installation no overnight storage of equipment or material shall be permitted) and otherwise be subject to the terms and conditions of this Agreement.

Grantor hereby gives, grants, bargains, sells and conveys unto Grantee, its successors and assigns, without any warranty or representation of any kind or nature and only to the extent Grantor's title permits and subject to the terms hereinafter set forth, a perpetual, non-exclusive easement, right and authority, from time to time, in, under, upon, along and over that portion of the Premises legally described on Exhibit "C-2" attached hereto ("Easement Premises") to install, construct, maintain, operate, repair, alter, replace, renew and remove a twelve (12) inch Sanitary Sewer Line. For purposes of this Agreement, non-exclusive shall mean that Grantor and others to whom Grantor has granted or will grant certain rights and privileges ("Third Parties") shall have the right to use the Easement Premises, provided such use or uses shall not materially adversely interfere with the maintenance or use of the Sanitary Sewer Line by Grantee.

2. INSTALLATION OF THE DRIVEWAY. Prior to installing the Driveway, Grantee shall submit to Grantor for Grantor's approval its plans and specifications for the installation thereof, and shall furnish any additional information concerning the installation of the Driveway from time to time as may reasonably be required by Grantor. Grantee shall install, maintain and remove the Driveway in accordance with the engineering standards set forth on Exhibit "D" attached hereto and otherwise in accordance with good engineering practice and only on the Easement Premises. Any improvements or other facilities installed without the prior written consent of Grantor may be removed by Grantor at the cost of Grantee. Grantee understands and agrees that Grantor's approval of Grantee's plans and specifications shall in no way make Grantor liable for any loss, cost, damage or expense incurred in connection with the installation, use, maintenance or removal of the Driveway, all of which liability shall exclusively be Grantee's. Grantee shall at its own expense, secure any permits or other consents required by law or ordinance of any municipality or other public body having jurisdiction over the use and maintenance of the Driveway and shall at all times comply with all laws and regulations, both local and general, which affect the maintenance, operation and use of the Driveway.

In the case of the initial installation of or any material alteration to the Driveway and, except in the case of emergency repairs, notice shall be given in writing by Grantee to Grantor at least seventy-two (72) hours in advance. Grantor, at Grantee's cost and expense, may have a representative present at all times during the initial installation of the Driveway and at all times during any material alteration to the Driveway. It is mutually agreed that the presence of a representative shall not relieve Grantee from any liability, claim, or obligation hereunder.

Grantee further acknowledges and agrees that during the initial installation of or any material alteration to the Driveway, Grantor, in Grantor's reasonable discretion, may require Grantee and Grantee's employees, representatives, agents and contractors to cease all work on the Driveway until such time as Grantor has completed all necessary or desirable Safeguard Work (as defined herein) and received reimbursement therefore from Grantee in accordance with paragraph 7 herein.

In the event the initial installation does not substantially comply with the terms of this Agreement, including without limitation, the engineering standards set forth herein, Grantee shall have one hundred eighty (180) days from the date written notice is given by Grantor to Grantee (the "Driveway Non-Compliance Notice") to bring the Driveway into substantial compliance with this Agreement. If the Driveway is not brought into substantial compliance with this Agreement within said one hundred eighty (180) days, Grantor may terminate this Agreement by written notice to Grantee and upon such notice to Grantee this Agreement without any further act or instrument by either party shall automatically terminate. Notwithstanding the foregoing, if Grantor so desires, Grantee shall execute upon demand a written termination statement in recordable form.

Grantee shall provide Grantor written notice at such time as the initial installation of the Driveway is substantially complete (the "Driveway Completion Notice"). Grantor shall have sixty (60) days from the date of the Driveway Completion Notice to provide Grantee the Driveway Non-Compliance Notice. In the event that Grantor does not provide Grantee the Driveway Non-Compliance Notice within said sixty (60) day period, the initial installation of the Driveway shall be deemed accepted by Grantor.

3. INSTALLATION OF THE SANITARY AND STORM SEWER(S). Prior to installing the Sanitary and Storm Sewer lines (the "Sewers"), Grantee shall submit to Grantor for Grantor's approval its plans and specifications for the installation thereof, and shall furnish any additional information concerning the installation of the Sewers from time to time as may reasonably be required by Grantor. Grantee shall install, maintain and remove the Sewers in accordance with the engineering standards set forth on Exhibit "D" attached hereto and otherwise in accordance with good engineering practice and only on the Easement Premises. Any improvements or other facilities installed without the prior written consent of Grantor may be removed by Grantor at the cost of Grantee. Grantee understands and agrees that Grantor's approval of Grantee's plans and specifications shall in no way make Grantor liable for any loss, cost, damage or expense incurred in connection with the installation, use, maintenance or removal of the Sewers, all of which liability shall exclusively be Grantee's. Grantee shall at its own expense, secure any permits or other consents required by law or ordinance of any municipality or other public body having jurisdiction over the use and maintenance of the Sewers and shall at all times comply with all laws and regulations, both local and general, which affect the maintenance, operation and use of the Sewers.

In the case of the initial installation of or any material alteration to the Sewers and, except in the case of emergency repairs, notice shall be given in writing by Grantee to Grantor at least seventy-two (72) hours in advance. Grantor, at Grantee's cost and expense, may have a representative present at all times during the initial installation of the Sewers and at all times during any material alteration to the Sewers. It is mutually agreed that the presence of a representative shall not relieve Grantee from any liability, claim, or obligation hereunder. Grantee further acknowledges and agrees that during the initial installation of or any material alteration to the Sewers, Grantor, in Grantor's reasonable discretion, may require Grantee and Grantee's employees, representatives, agents and contractors to cease all work on the Sewers

until such time as Grantor has completed all necessary or desirable Safeguard Work and received reimbursement therefore from Grantee in accordance with paragraph 7 herein.

In the event the initial installation does not substantially comply with the terms of this Agreement, including without limitation, the engineering standards set forth herein, Grantee shall have one hundred eighty (180) days from the date written notice is given by Grantor to Grantee (the "Sewer Non-Compliance Notice") to bring the Sewer(s) into substantial compliance with this Agreement. If the Sewer is not brought into substantial compliance with this Agreement within said one hundred eighty (180) days, Grantor may terminate this Agreement by written notice to Grantee and upon such notice to Grantee this Agreement without any further act or instrument by either party shall automatically terminate. Notwithstanding the foregoing, if Grantor so desires, Grantee shall execute upon demand a written termination statement in recordable form.

Grantee shall provide Grantor written notice at such time as the initial installation of the Sewers are substantially complete (the "Sewer Completion Notice"). Grantor shall have sixty (60) days from the date of the Sewer Completion Notice to provide Grantee the Sewer Non-Compliance Notice. In the event that Grantor does not provide Grantee the Sewer Non-Compliance Notice within said sixty (60) day period, the initial installation of the Sewer(s) shall be deemed accepted by Grantor.

4. INSTALLATION OF THE WATER LINE. Prior to installing the Water Line, Grantee shall submit to Grantor for Grantor's approval its plans and specifications for the installation thereof, and shall furnish any additional information concerning the installation of the Water Line from time to time as may reasonably be required by Grantor. Grantee shall install, maintain and remove the Water Line in accordance with the engineering standards set forth on Exhibit "D" attached hereto and otherwise in accordance with good engineering practice and only on the Easement Premises. Any improvements or other facilities installed without the prior written consent of Grantor may be removed by Grantor at the cost of Grantee. Grantee understands and agrees that Grantor's approval of Grantee's plans and specifications shall in no way make Grantor liable for any loss, cost, damage or expense incurred in connection with the installation, use, maintenance or removal of the Water Line, all of which liability shall exclusively be Grantee's. Grantee shall at its own expense, secure any permits or other consents required by law or ordinance of any municipality or other public body having jurisdiction over the use and maintenance of the Water Line and shall at all times comply with all laws and regulations, both local and general, which affect the maintenance, operation and use of the Water Line.

In the case of the initial installation of or any material alteration to the Water Line and, except in the case of emergency repairs, notice shall be given in writing by Grantee to Grantor at least seventy-two (72) hours in advance. Grantor, at Grantee's cost and expense, may have a representative present at all times during the initial installation of the Water Line and at all times during any material alteration to the Water Line. It is mutually agreed that the presence of a representative shall not relieve Grantee from any liability, claim, or obligation hereunder. Grantee further acknowledges and agrees that during the initial installation of or any material alteration to the Water Line, Grantor, in Grantor's reasonable discretion, may require Grantee and Grantee's employees, representatives, agents and contractors to cease all work on the Water Line until such time as Grantor has completed all necessary or desirable Safeguard Work and received reimbursement therefore from Grantee in accordance with paragraph 7 herein.

In the event the initial installation does not substantially comply with the terms of this Agreement, including without limitation, the engineering standards set forth herein, Grantee shall

have one hundred eighty (180) days from the date written notice is given by Grantor to Grantee (the "Water Line Non-Compliance Notice") to bring the Water Line into substantial compliance with this Agreement. If the Water Line is not brought into substantial compliance with this Agreement within said one hundred eighty (180) days, Grantor may terminate this Agreement by written notice to Grantee and upon such notice to Grantee this Agreement without any further act or instrument by either party shall automatically terminate. Notwithstanding the foregoing, if Grantor so desires, Grantee shall execute upon demand a written termination statement in recordable form.

Grantee shall provide Grantor written notice at such time as the initial installation of the Water Line is substantially complete (the "Water Line Completion Notice"). Grantor shall have sixty (60) days from the date of the Water Line Completion Notice to provide Grantee the Water Line Non-Compliance Notice. In the event that Grantor does not provide Grantee the Water Line Non-Compliance Notice within said sixty (60) day period, the initial installation of the Water Line shall be deemed accepted by Grantor.

5. NO INTERFERENCE. In exercising the rights herein granted, Grantee shall not interfere with the road, towers, electrical transmission lines, gas mains, pipes, equipment and/or facilities of Grantor constructed or to be constructed in, over, upon or under the Easement Premises, or the Premises. It is understood and agreed by the parties hereto that Grantor may have, prior to the execution hereof, granted to Third Parties certain rights and privileges in the Easement Premises or the Premises, including without limitation the right to operate and maintain pipelines in the Easement Premises or the Premises, and this Agreement is made subject and subordinate to such rights and privileges as granted. It is also understood and agreed that Grantor may grant other rights and privileges in the future to Third Parties, and Grantee hereby consents to such future rights of Third Parties for the use of the Easement Premises or the Premises by other persons or corporations, provided such use shall not materially adversely interfere with the maintenance or use of the Driveway, Sewer or Water Line by Grantee. Notwithstanding the foregoing consent by Grantee, if Grantor so desires, Grantee shall execute upon demand such consents as Grantor may deem reasonably necessary or appropriate.

6. NO OTHER IMPROVEMENTS. No structures or other improvements shall be constructed or otherwise placed on the Easement Premises by Grantee. Grantee shall permit no holes, obstructions or any other condition, including without limitation the release of any hazardous materials or hazardous substances, on the Easement Premises which could create a hazard of any kind. Grantee shall not allow the parking of vehicles on the Easement Premises. Grantee shall keep and maintain the Easement Premises in a clean and orderly condition at all times, and shall maintain the Easement Premises in a good and safe condition and shall not interfere with the physical integrity of the existing land surface in any way other than the roadbed surface. Grantee shall not install a gate across the Easement Premises without the prior written approval of Grantor, which approval shall be in Grantor's sole discretion.

7. SAFEGUARDS. Grantee shall provide and maintain to the satisfaction of Grantor adequate barriers and safeguards for and in respect to all poles, towers, pipes, blow-off valves, risers and any other structures of Grantor or any other Third Parties located near enough to the Driveway, Sewer or Water Line to be endangered by the installation of the Driveway, Sewer or Water Line. Grantee acknowledges and agrees that at any time during the initial installation or any material alteration to the Driveway, Sewer or Water Line that if, in the reasonable judgment of Grantor, Grantor's facilities located on or near the Easement Premises or the Premises must be relocated, altered, encased or otherwise protected (collectively "Safeguard Work") because of the installation and use of the Driveway, Sewer or Water Line that Grantee

shall promptly advance to Grantor the estimated costs or expenses to be incurred by Grantor in connection therewith. Upon the completion of any such Safeguard Work, Grantor shall promptly reimburse Grantee any overpayment by Grantee or Grantee shall promptly pay Grantor for any under payment by Grantee. Notwithstanding the foregoing, Grantor shall not require any pipelines or facilities adjacent to the Driveway, Sewer or Water Line to be relocated, altered, encased or otherwise protected unless it is reasonably necessary to insure the safe operation of said pipelines or facilities. Grantee further acknowledges and agrees that during any such Safeguard Work, all work on the Driveway, Sewer and or Water Line shall cease until all such Safeguard Work by Grantor has been completed.

8. GRANTOR REPRESENTATIVE. At all times other than the initial installation or any material alteration to the Driveway, Sewer or Water Line, which is governed by paragraphs 2, 3 and 4 above, Grantor, at Grantee's cost and expense, may have a representative present at any or all times when Grantee is maintaining, repairing, renewing or removing the Driveway, Sewer or Water Line for the purpose of assuring that any such work will not interfere with Grantor's operation of Grantor's facilities and that the work is being done in accordance with the terms of this Agreement. It is mutually agreed that the presence of a representative shall not relieve Grantee from any liability, claim, or obligation hereunder. Grantee further acknowledges and agrees that during any time when such maintenance, repair, renewal or removal work is being performed in connection with the Driveway, Sewer or Water Line, Grantor, in Grantor's reasonable discretion, may require Grantee and Grantee's employees, representatives, agents and contractors to cease all work on the Driveway, Sewer and or Water Line until such time as Grantor has completed all necessary or desirable Safeguard Work and received reimbursement therefore from Grantee in accordance with paragraph 7 herein.

9. TAXES. Grantee shall pay or reimburse Grantor for any and all general property taxes or special assessments which may result from the use of the Easement Premises or any portion of the Premises by Grantee under the terms of this Agreement.

10. WAIVER. Grantee as a part of the consideration for this Agreement (i) releases and waives any and all right to recover any and all losses, claims, expenses or damages for personal injuries, property damages, loss of life or property from Grantor for or on account of any loss of any kind or nature suffered by Grantee arising out of the use, maintenance, repair or presence of the Driveway, Sewer or Water Line as permitted by this Agreement and (ii) assumes all risks of injuries or damage to its officials, employees, contractors, servants, agents, tenants and invites and their property while on the Easement Premises or the Premises and hereby releases and discharges Grantor from any and all liability therefore.

11. INDEMNITY AND INSURANCE. Grantee agrees to indemnify, defend and save Grantor harmless from any and all liabilities, losses, claims, expenses or damages for business losses, personal injuries, property damages, loss of life or property of any kind or character which may be brought against Grantor by any person or party directly or indirectly resulting from or arising out of, wholly or in part, the installation, operation, maintenance, repair, presence or removal of the Driveway, Sewer or Water Line as permitted by this Agreement. The Grantee at its own expense shall obtain and keep in force during the term of this Agreement, general liability insurance (with contractual liability) in an amount not less than Two Million Dollars (\$2,000,000.00) (to be increased from time to time as reasonably determined by Grantor) with a company and in a form satisfactory to Grantor fully covering Grantor with respect to all matters arising through or under this Agreement; and Grantee shall deliver and maintain with Grantor at all times a current certificate of insurance evidencing said coverage. Grantor shall be named as an additional named insured in said insurance policy. In the event of failure of Grantee

to obtain or keep in force such insurance policy, subject to Grantee's right to cure such failure pursuant to Section 15 hereof, Grantor may either (i) terminate this Agreement by written notice to Grantee at which time Grantee shall have six (6) months to remove the Driveway, Sewer and Water Line or (if so elected by Grantor) be deemed without further act or instrument by either party to have sold the Driveway, Sewer and Water Line to Grantor or (ii) obtain the same and Grantee shall pay the premium therefore and also reimburse Grantor for any expenditure for obtaining such insurance upon Grantor's rendering a bill therefore. It is understood and agreed by Grantee that at all times during the term of this Agreement, including the installation, maintenance and repair of the Driveway, Sewer or Water Line, that the electric lines of Grantor are energized and the gas lines are pressurized and thereby create a danger to people working in the vicinity of said electric and gas lines should they come in contact with such electric or gas lines. Grantee specifically agrees to indemnify, defend and save Grantor harmless from any claims of Grantee arising from Grantee, its agents, servants, employees, invites or contractors coming in contact with the electric and/or gas lines of Grantor during the term of this Agreement, including the operation, use and/or maintenance of the Driveway, Sewer or Water Line. It is further understood and agreed by Grantee that Grantor shall under no circumstances be liable or responsible for any injuries or damages sustained in relation to the Driveway, Sewer or Water Line which may result directly or indirectly from the operation, use or maintenance of Grantor's facilities.

12. **RESERVED RIGHTS.** The use of the Easement Premises by Grantee under this Agreement is subject and subordinate to possession and use of the Easement Premises and the Premises by Grantor for the construction, maintenance, operation and repair of gas and electrical transmission or distribution lines, generating facilities, road and any other facility now or hereafter placed upon, over or under the Easement Premises and the Premises. Grantor reserves full possession for its uses and purposes and the right to enter upon the Easement Premises and the Premises at any and all times to repair, replace, renew, erect or complete the erection of any existing or future gas or electrical transmission or distribution lines, road or other facilities over, under and across said Easement Premises and the Premises as it desires. Grantor reserves the right to make replacements, inspections, alterations, extensions, or repairs to its poles, towers, foundations, lines, wires or gas pipes or mains or authorized others to perform such work with as little injury as possible to the Driveway, Sewer or Water Line and without any liability therefore.

13. **NO LIENS.** Grantee further covenants and agrees that no mechanic's or other lien shall be permitted to be filed against the Easement Premises or the Premises for or on account of any action, matter or thing required or permitted to be done by Grantee under this Agreement and in the event that any such mechanic's or other lien is filed against the Easement Premises or the Premises, Grantee shall cause the subject lien to be removed within thirty (30) days following the date of filing of the subject lien. Notwithstanding any term or provision contained in this Section 12 to the contrary, in the event Grantee desires to contest any such lien, Grantee shall provide Grantor written notice (a "Contest Notice") of its intention to do so within ten (10) days after the filing of the subject lien and Grantee shall have the right to so contest the subject lien; provided, however, that no such right to contest shall be permitted if the administrative or legal proceedings shall operate to (i) prevent the sale or assignment of the Premises, or any part thereof, or (ii) allow the foreclosure of the lien thereon to satisfy the obligation prior to the final determination of such proceedings. In such case, Grantee, within ten (10) days after delivery of the Contest Notice, shall post a good and sufficient surety bond in the amount of One Hundred Fifty percent (150%) of the subject lien amount and Grantee shall take such action, statutory and otherwise, to cause the subject lien to be removed within twelve (12) months of the date of filing of the subject lien. If Grantee timely provides Grantor a Contest Notice, and the subject lien remains on the Easement Premises or Premises for more than twelve

(12) months, Grantor may terminate this Agreement by written notice to Grantee at which time Grantee shall have six (6) months to remove the Driveway, Sewer and Water Line or be deemed without further act or instrument by either party to have sold the Driveway, Sewer and Water Line to Grantor. Grantee agrees to protect, indemnify and hold Grantor harmless against all loss, expense or damage resulting therefrom, including without limitation, costs and attorney fees.

If Grantee fails to timely provide Grantor a Contest Notice and deposit said surety bond, Grantor may take such steps and make such payments as are necessary to extinguish said mechanic's or other lien and Grantee shall pay Grantor, upon being billed therefore, the amount that Grantor was required to pay and expend in order to extinguish said lien. If Grantor extinguishes said lien at Grantor's expense as set forth in the previous sentence, and Grantee does not so reimburse Grantor within thirty (30) days of receipt of said bill or, in the event Grantor does not elect to pay-off the mechanic's or other lien, if any such lien remains on the Easement Premises or Premises for more than thirty (30) days, Grantor may terminate this Agreement by written notice to Grantee and upon such notice to Grantee this Agreement without any further act or instrument by either party shall automatically terminate. Notwithstanding the foregoing, if Grantor so desires, Grantee shall execute upon demand a written termination statement in recordable form.

14. NOTICES. All notices or demands hereunder may be served on Grantor by certified mail addressed to Northern Indiana Public Service Company, Attention: Real Estate Services, 801 East 86th Avenue, Merrillville, Indiana 46410, and such notices and demands hereunder may be served on Grantee by certified mail addressed to The Csokasy Family Limited Partnership, 987 West 13<sup>th</sup> Place, Hobart, Indiana 46342. The mailing of such notices or demands by certified mail shall be sufficient service thereof.

15. SUCCESSORS AND ASSIGNS. The rights and responsibilities set forth in this Agreement shall be perpetual and shall run with the land. This Agreement and its privileges shall further be binding upon and inure to the benefit of the parties hereto, and to their respective successors and assigns. Notwithstanding anything contained herein to the contrary, (i) the easements granted by this Agreement are not assignable in whole or in part to third parties by Grantee unless such third parties are (A) the owners of all or a material portion of the land comprising the Lake George Plateau Development or (B) a homeowner's association or other property owners association for the Lake George Plateau Development that shall maintain the common area portions of the Lake George Plateau Development including, but not solely, the Easement Premises, or (C) a municipal corporation, public authority, public service district or public or private utility, and (ii) Grantee may not expand upon the Driveway, Sewer or Water Line which are to be used for the sole purpose of the Lake George Plateau Development. Any such assignment shall be expressly subject to all terms and conditions of this Agreement. In furtherance of item (i)(C) above, Grantee may assign this Agreement, in whole but not in part, to the City of Hobart, Indiana, or any division, subdivision or department thereof, with notice to but without the consent of Grantor, provided such assignee shall be fully bound by and subject to all of the terms, covenants, conditions and restrictions of this Agreement. Notwithstanding any such assignment to the City of Hobart, or any division, subdivision or department thereof, Grantee shall remain liable to Grantor for all obligations and liabilities arising under this Agreement before the effective date of such assignment; provided, however, that Grantee shall be deemed to be released by Grantor from all obligations and liabilities arising under this Agreement on and after the effective date of such assignment.

16. ABANDONMENT, CURE PERIOD The parties hereto agree that should the Driveway, Sewer or Water Line be abandoned, or not used for a period of three (3) years, or not

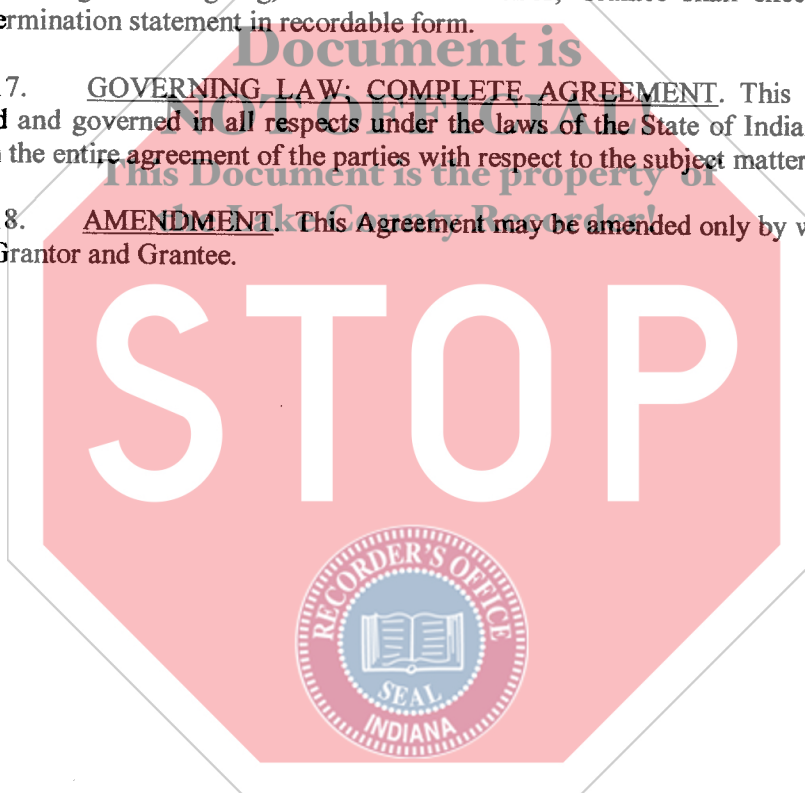


installed within three (3) years from the date hereof, Grantor may terminate this Agreement upon written notice to Grantee and upon such notice to Grantee this Agreement without any further act or instrument by either party shall automatically terminate. Notwithstanding the foregoing, if Grantor so desires, Grantee shall execute upon demand a written termination statement in recordable form.

Notwithstanding anything contained herein to the contrary, in the event the Grantee is in default under this Agreement in any material respect, (provided, if the initial installation of the Driveway, Sewer or Water Line does not substantially comply with the terms of this Agreement, such condition shall be governed by the terms of Section 2 or Section 3 hereof, as applicable), Grantor shall provide Grantee written notice specifying such default (a "Default Notice"), and in the event of a monetary default, a default triggered by the failure of Grantee to maintain insurance or a default the effect of which is to disrupt Grantor's electric or gas service, Grantee shall have ten (10) days to cure such default from the date of the Default Notice and in the event of all other defaults, Grantee shall have sixty (60) days from the date of such Default Notice to cure such default; provided, however, if such default cannot reasonably be cured within such sixty (60) day period, and Grantee shall have commenced to cure such default within said sixty (60) day period and shall thereafter diligently proceed to cure the same, Grantee shall have one hundred twenty (120) days from the date of the Default Notice to cure such default. In the event that any such default is not substantially cured in accordance with the provisions of this paragraph, Grantor may terminate this Agreement by written notice to Grantee and upon such notice to Grantee this Agreement without any further act or instrument by either party shall automatically terminate. Notwithstanding the foregoing, if Grantor so desires, Grantee shall execute upon demand a written termination statement in recordable form.

17. GOVERNING LAW; COMPLETE AGREEMENT. This Agreement shall be construed and governed in all respects under the laws of the State of Indiana. This instrument sets forth the entire agreement of the parties with respect to the subject matter hereof.

18. AMENDMENT. This Agreement may be amended only by written agreement of Grantor and Grantee.





STATE OF INDIANA            )  
  ) SS:  
COUNTY OF LAKE            )

BE IT REMEMBERED that on this 1<sup>st</sup> day of June, 2005, before me, a notary public in and for the County and State aforesaid, personally appeared Joseph Csokasy, as the Manger of J&D Csokasy, LLC, The General Partner of Csokasy Family II Limited Partnership, and acknowledged the execution of the above and foregoing instrument on behalf of said trust as the voluntary act and deed of said trustee for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year first above written.



Resident of Lake County, IN

My Commission Expires: 1/22/08

*Annette M. Weiner,*  
*Notary Public*



# EXHIBIT "A"

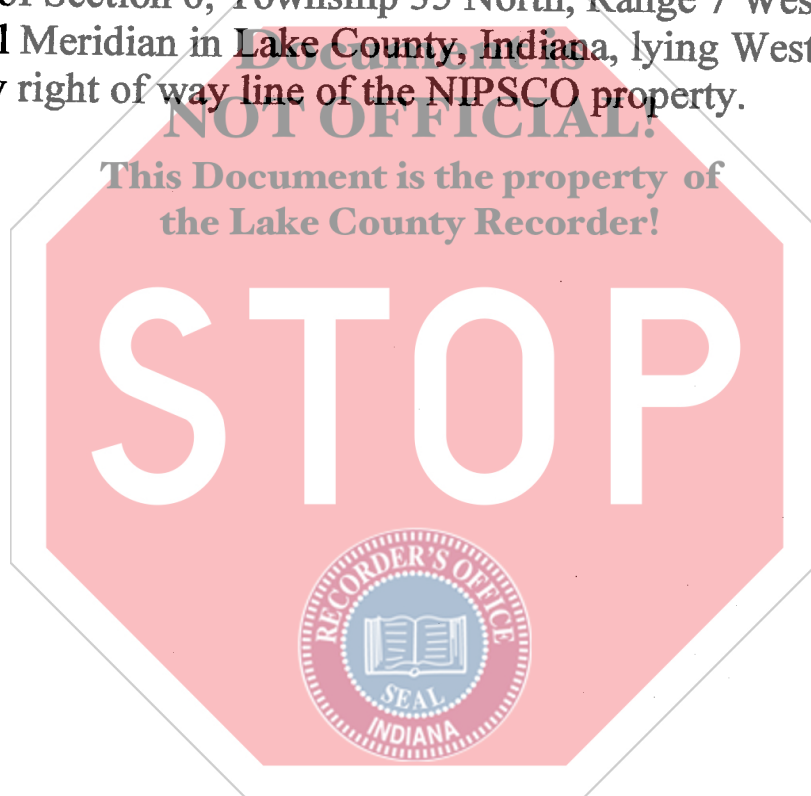
That certain 400 foot wide parcel of land lying within the Northeast Quarter of the Northeast Quarter of Section 1, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, and in the Northwest Quarter of the Northwest Quarter of Section 6, Township 35 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana.



# EXHIBIT "B"

Parcel 1: All that part of the Northeast Quarter of the Northeast Quarter of Section 1, Township 35 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, in Lake County, Indiana, lying West of the Westerly right of way line of the NIPSCO property and Easterly of the Easterly shore line of Lake George.

Parcel 2: All that part of the Northwest Quarter of the Northwest Quarter of Section 6, Township 35 North, Range 7 West of the 2<sup>nd</sup> Principal Meridian in Lake County, Indiana, lying Westerly of the Westerly right of way line of the NIPSCO property.



# EXHIBIT "C-1"

## EASEMENT PREMISES

A 60 foot easement for ingress and egress, a water line and a storm sewer line in the NW  $\frac{1}{4}$  of Section 6, Township 35 North, Range 7 West of the 2<sup>nd</sup> P.M. and the NE  $\frac{1}{4}$  of Section 1, Township 35 North, Range 8 West of the 2<sup>nd</sup> P.M. in Lake County, Indiana, lying 30 feet on each side of the following described center line:

Commencing at the Northwest corner of the NW  $\frac{1}{4}$  of said Section 6; thence South 87 degrees, 37 minutes, 00 seconds East, along the North line of said NW  $\frac{1}{4}$ , 152.12 feet to the Easterly line of the Northern Indiana Public Service Company property; thence South 12 degrees, 37 minutes, 00 seconds East, along said Easterly line of the Northern Indiana Public Service Company property, 31.06 feet to the point of beginning; thence North 87 degrees, 37 minutes, 00 seconds West, parallel to the North line of said Section 6, 160.13 feet; thence North 87 degrees, 43 minutes, 16 seconds West, parallel to the North line of said Section 1, 231.95 feet to the beginning of a curve; thence Westerly along a curve to the left, having a radius of 300.00 feet, an arc distance of 21.71 feet to the point of terminus, the sidelines of said easement are to be lengthened or shortened to terminate on the Easterly and Westerly lines of said Northern Indiana Public Service Company property.

# EXHIBIT "C-2"

## EASEMENT PREMISES

A 20 foot sanitary sewer easement in the NW ¼ of Section 6, Township 35 North, Range 7 West of the 2<sup>nd</sup> P.M. and the NE ¼ of Section 1, Township 35 North, Range 8 West of the 2<sup>nd</sup> P.M. in Lake County, Indiana, lying 20 feet on each side of the following described center line:

Commencing at the Northeast corner of the NE ¼ of said Section 1; thence North 87 degrees, 43 minutes, 16 seconds West, along the North line of said Section 1, a distance of 261.86 feet to the Westerly line of the Northern Indiana Public Service Company property; thence South 12 degrees, 37 minutes, 00 seconds West, along said Westerly line of the Northern Indiana Public Service Company property, 1,068.62 feet to the point of beginning; thence South 86 degrees, 33 minutes, 43 seconds East, 416.23 feet to the point of terminus, the sidelines of said easement are to be lengthened or shortened to terminate on the Easterly and Westerly lines of said Northern Indiana Public Service Company property.



# EXHIBIT "D"

## ENGINEERING STANDARDS

All improvements and facilities comprising the Roadway, Sanitary Sewer, Storm Sewer and Water Line shall be constructed, operated and maintained in accordance with (i) Grantor's prior written approval and (ii) that certain plan entitled "Lake George Plateau, Unit 7", prepared by Robert A. Krull, Krull & Sons, Ltd., dated January 31, 2004, and February 27, 2004 (hereinafter referred to as the "Plans").

