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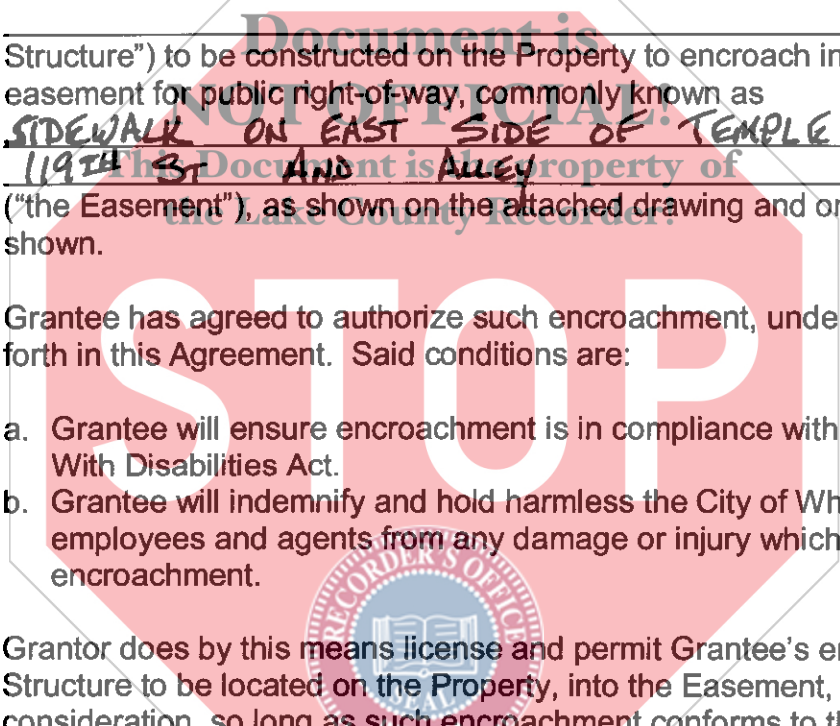
EASEMENT ENCROACHMENT LICENSE A. BROWN
RECORDER

THIS AGREEMENT, by and between the City of Whiting, a municipal corporation (hereinafter referred to as "the Grantor"), and AMERICAN SLOVAK CLUB, owner of property located at 1324 119TH ST., Whiting, Indiana (hereinafter referred to as "the Grantee").

RECITALS

1. Grantee is the owner of the following described real estate:
SUBDIV. N. R'D SW. NE. S.7 T.37 R.9
LOTS 78 & 79 W. 24 FT. 3IN. LOT 80

More commonly known as 1324 119TH ST, Whiting, Indiana.
2. Grantee has requested authorization from Grantor to permit a portion of the Grantee's CONCRETE STAIRS ("the Structure") to be constructed on the Property to encroach into the City's easement for public right-of-way, commonly known as SIDEWALK ON EAST SIDE OF TEMPLE CT BETWEEN 119TH ST AND ALLEY ("the Easement"), as shown on the attached drawing and only to the extent shown.
3. Grantee has agreed to authorize such encroachment, under the conditions set forth in this Agreement. Said conditions are:
 - a. Grantee will ensure encroachment is in compliance with the American's With Disabilities Act.
 - b. Grantee will indemnify and hold harmless the City of Whiting, its officers, employees and agents from any damage or injury which may result from the encroachment.
4. Grantor does by this means license and permit Grantee's encroachment of the Structure to be located on the Property, into the Easement, without monetary consideration, so long as such encroachment conforms to the Grantor's specified conditions. Grantee acknowledges that Grantee, under Indiana law, acquires no prescriptive rights by virtue of this License.
5. Grantee and Grantee's heirs, successors, and assigns, shall hold Grantor harmless and indemnify Grantor from any and all claims or demands, should Grantor exercise its right reserved by this Agreement to come upon the



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PEGGY HOLLINGA KATONA
LAKE COUNTY AUDITOR

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Easement to install, maintain, or replace any water, sewer, drainage, street, sidewalk, parkway, or other public utilities, or for any other public purpose. Also, if that portion of the Structure located on the Property which causes the encroachment, is ever demolished or destroyed, then this License shall terminate and be of no further force or effect. Any construction on the Property after termination of the Licenses shall be built in full compliance with the applicable zoning setback regulations. In addition, Grantee shall not expand or modify that portion of the Structure located on the Property, into the Easement, without the express, written consent of Grantor.

IN WITNESS, the parties have executed this Agreement set forth below:

CITY OF WHITING BOARD OF PUBLIC WORKS & SAFETY on the 4th day of September, 2007.

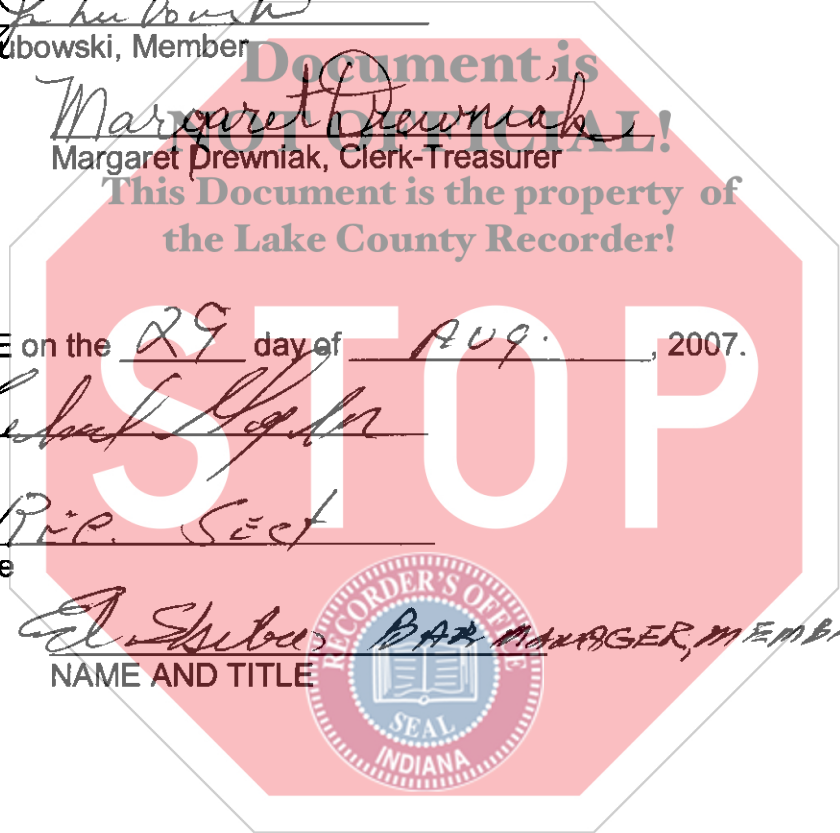
Joseph M. Stahura
Joseph M. Stahura, Mayor/President

Rudy Wunder
Rudy Wunder, Member

Marty Jakubowski
Marty Jakubowski, Member

ATTEST:

Margaret Drowniak
Margaret Drowniak, Clerk-Treasurer



GRANTEE on the 29 day of Aug., 2007.

Hubert G. ...
Grantee

By its: Pr. Sec.
Title

ATTEST:

Barbara ...
NAME AND TITLE
BARBARA ... MANAGER, MEMBER