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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 097816

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MICHAEL A. BROWN
RECORDER

DECLARATION OF COVENANTS AND EASEMENTS

This Declaration is made this 12 day of DECEMBER, 2007, by REPUBLIC FRAME & AXLE SERVICE, INC., an Indiana corporation (hereinafter the "Declarant").

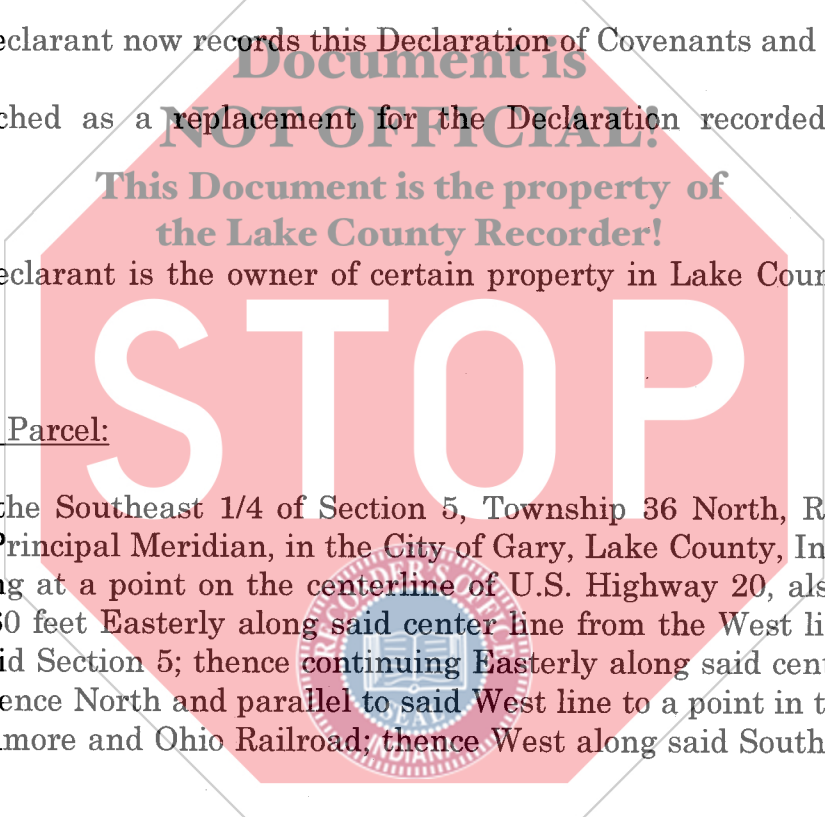
WHEREAS, on November 28, 2007, Declarant previously recorded in the office of the Recorder of Lake County a Declaration of Covenants and Easements, identified as Document No. 2007093656, to which an incorrect Exhibit was attached and therefore did not contain a proper description of the easement established therein; and

WHEREAS, Declarant now records this Declaration of Covenants and Easements with the correct Exhibit attached as a replacement for the Declaration recorded as Document No. 2007093656; and

WHEREAS, Declarant is the owner of certain property in Lake County, Indiana, legally described as follows:

Servient Parcel:

Part of the Southeast 1/4 of Section 5, Township 36 North, Range 7 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, described as: Beginning at a point on the centerline of U.S. Highway 20, also known as Melton Road, 760 feet Easterly along said center line from the West line of the Southeast 1/4 of said Section 5; thence continuing Easterly along said centerline 250 feet to a point; thence North and parallel to said West line to a point in the Southerly line of the Baltimore and Ohio Railroad; thence West along said Southerly line 250 feet to



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LAKE COUNTY AUDITOR

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a point; thence South to the place of beginning, excepting therefrom the right of way of U.S. Highway 20 (hereinafter the "Servient Parcel"); and,

Dominant Parcel:

All that part of the Southeast Quarter of Section 5, Township 36 North, Range 7 West of the 2nd Principal Meridian in Lake County, Indiana, described as follows: Beginning at a point in the center line of United States Highway #20, 1010 feet Easterly of the West line of said Quarter Section and measured along said United States Highway #20; thence Easterly along the center line of said Highway 250 feet; thence North parallel with the West line of said Quarter Section to the South line of the right of way of the Baltimore and Ohio Railroad; thence West on said South line 250 feet, more or less, to a point North of the point of beginning; thence South and parallel with the West line of said Quarter Section to the point of beginning, excepting therefrom the right of way of the United States Highway #20, in the City of Gary, Lake County, Indiana (hereinafter the "Dominant Parcel");

(the Servient Parcel and the Dominant Parcel, collectively, the "Property"); and,

WHEREAS, Declarant is desirous of subjecting the Property to the following easements, restrictions, covenants and conditions, in order to benefit and enhance the value of said Property run with the land; and,

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be, held, transferred, sold and conveyed subject to the easements, restrictions, covenants and conditions hereinafter set forth, which shall run with land be binding upon the Declarant, it successors,

assigns and all parties having or acquiring any right, title, or interest in the Property, or any part thereof, and shall inure to the benefit of each owner.

1. Sewer Easement. A sanitary sewer line runs over and across the Servient Parcel and currently serves the Dominant Parcel. Declarant hereby establishes an easement over and across the Servient Parcel for the benefit of the Dominant Parcel for such sanitary sewer line, which easement shall be Sixteen (16) Feet wide and is more particularly described in “**Exhibit A**” attached hereto and incorporated herein by reference (the “Sanitary Sewer Easement”).

2. Reservation of Use. The right to continue to use the land within the Sanitary Sewer Easement for the benefit of the Servient Parcel is hereby expressly reserved to the Declarant, its successors and assigns, provided that such use does not interfere with the use of the Sanitary Sewer Easement for the needs of the Dominant Parcel. However, no structures shall be erected nor shall any trees or shrubs be planted on or within the Sanitary Sewer Easement.

3. Tap-In Rights. The right to tap in to and utilize the existing sanitary sewer line within the Sanitary Sewer Easement for the benefit of the Servient Parcel is hereby expressly reserved to the Declarant, its successors in interest and assigns, subject to the obligation to share in the maintenance costs as specified in paragraph 4 below; provided that all installation costs associated with such tap in shall be borne by the then-owner(s) of the Servient Parcel.

4. Covenant of Maintenance. The owner(s) of the Dominant Parcel shall maintain and repair the sanitary sewer line and shall promptly restore the surface of the Sanitary Sewer Easement to the condition it was in immediately prior to commencement of the repair or maintenance. The owner(s) of the Dominant Parcel may not enlarge the sewer line or change the sewer line in any way, unless the owner(s) of the Dominant Parcel receives the prior written consent of the Declarant or any subsequent owner(s) of the Servient Parcel. Notwithstanding the foregoing, in the event that a tap-in is made to the sanitary sewer line for the benefit of the Servient Parcel, all costs of maintaining and repairing the portion of the sanitary sewer line within the Sanitary Sewer Easement (exclusive of the tap-in line) shall be apportioned equally between the owner(s) of the Dominant Parcel and the owner(s) of the Servient Parcel.

5. Restriction on Liens. The owner(s) of the Dominant Parcel shall not permit or suffer to be permitted any liens of any type whatsoever upon the Servient Parcel for any materials, labor or claims of any nature or kind arising out of use of the Sanitary Sewer Easement.

6. Severability. The invalidation of any one of these easements, restrictions, covenants and conditions or any part thereof by judgments or court orders shall in no way affect any of the other provisions which shall remain in full force and effect.

7. Remedies. If any party hereto, their successor or assigns, shall violate or attempt to violate any easements, restrictions, covenants and/or conditions herein, any owner subject to the easements, restrictions, covenants and conditions of this Declaration may enforce this Declaration in law or equity in the event of a breach or violation of its terms or covenants.

8. Choice of Laws. This Declaration shall be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the date set forth above.

DECLARANT: REPUBLIC FRAME & AXLE SERVICE, INC., an Indiana corporation

By: Thomas Breese pres.
Thomas Breese, President

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for the above County and State, personally appeared Thomas Breese, President of REPUBLIC FRAME & AXLE SERVICE, INC., and acknowledged the execution of the foregoing instrument for and on behalf of said REPUBLIC FRAME & AXLE

SERVICE, INC. as its free and voluntary act for the uses and purposes therein set forth, and further represented, under oath, that he has the authority to execute this instrument on behalf of said REPUBLIC FRAME & AXLE SERVICE, INC.

Given under my hand and Official Seal, this 12 day of DECEMBER, 2007.

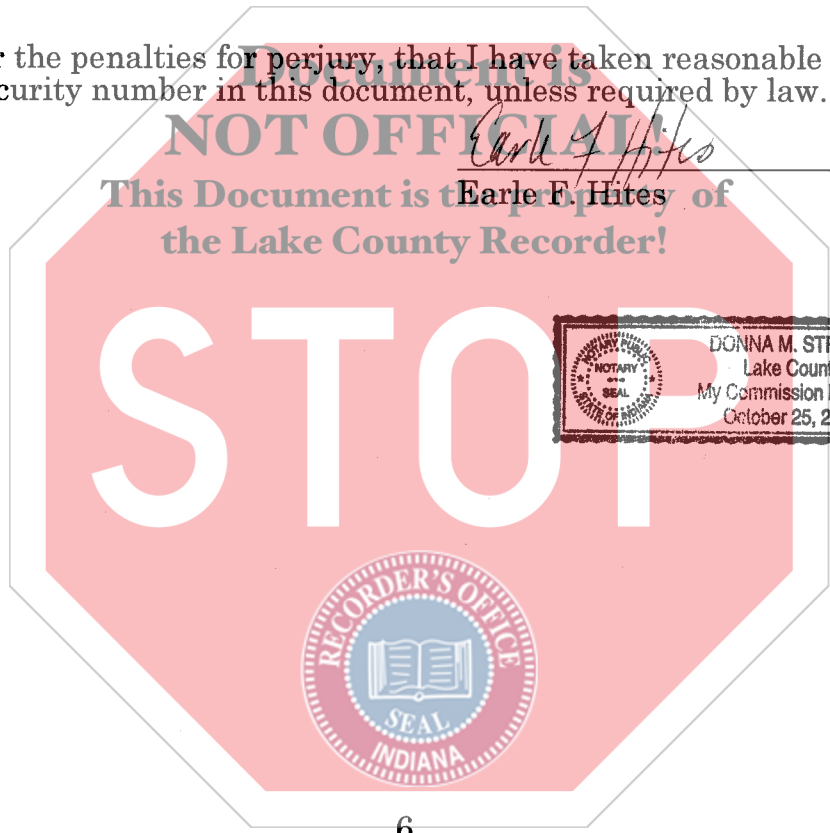
My Commission Expires: 10.25.2015
Donna M Strang, Notary Public
A Resident of Lake County

This instrument prepared by: Earle F. Hites, Hodges & Davis, P.C.
8700 Broadway, Merrillville, IN 46410

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

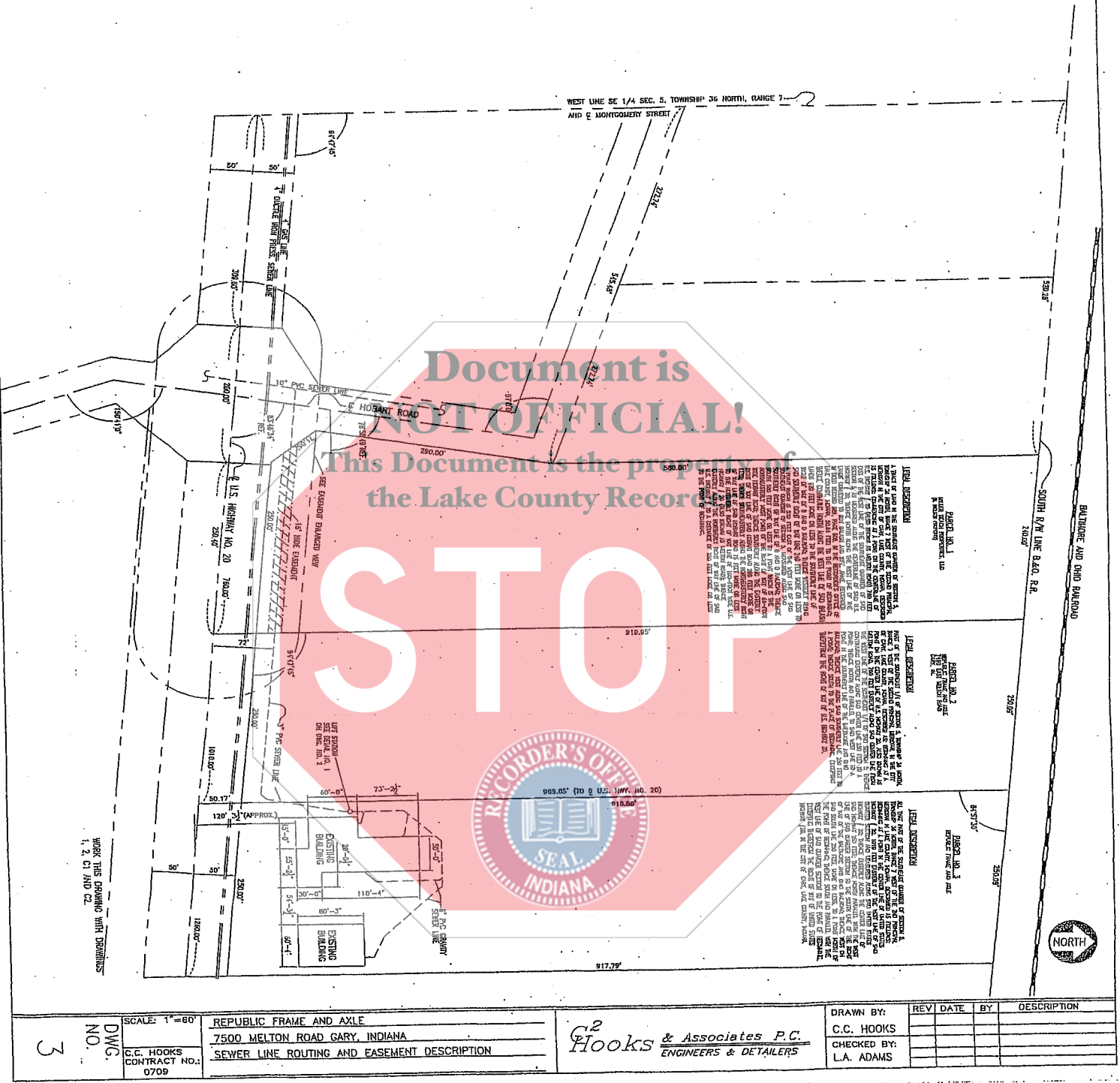
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Earle F. Hites of
the Lake County Recorder!

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Description of Easement

A sixteen (16) foot wide easement, the boundaries of which extend eight (8) feet on either side of, and run parallel to, the center of the existing 3" PVC sewer line running across the servient parcel, which 3" PVC sewer line is depicted in the drawing below [The servient parcel being identified as Parcel 2 on such drawing].



SCALE: 1"=60' DWG. NO. 3 C.C. HOOKS CONTRACT NO. 0709	REPUBLIC FRAME AND AXLE 7500 MELTON ROAD GARY, INDIANA SEWER LINE ROUTING AND EASEMENT DESCRIPTION	G ² Hooks & Associates P.C. ENGINEERS & DETAILERS	DRAWN BY: C.C. HOOKS	REV. DATE BY DESCRIPTION
	WORK THIS DRAWING WITH DRAWINGS 1, 2, C1 AND C2		CHECKED BY: L.A. ADAMS	PARCEL NO. 1 PARCEL NO. 2 PARCEL NO. 3

EXHIBIT A