

12

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 097941

2007 DEC 14 AM 10:03

MICHAEL A. BROWN
RECORDER

EASEMENTS AND JOINT MAINTENANCE AGREEMENT

This Easements and Joint Maintenance Agreement ("**Agreement**") is made as of December 13, 2007, by **SS CONSTANTINE & HELEN GREEK ORTHODOX CATHEDRAL OF GARY-MERRILLVILLE, INC.**, an Indiana nonprofit corporation ("**Seller**"), and **AHEPA 78 PHASE VI, INC.**, an Indiana nonprofit corporation ("**Purchaser**").

The parties state as follows:

A. As of the date of this Agreement, pursuant to a Special Warranty Deed of even date herewith (the "**Deed**"), Seller has conveyed to Purchaser the parcel described in Exhibit A, which is attached hereto and made a part hereof (the "**Purchaser Parcel**"), along with various easement rights and subject to various retained rights.

B. Seller owns the parcel described in Exhibit B, which is attached hereto and made a part hereof (the "**Seller Retained Parcel**").

C. Seller desires to convey to Purchaser, for the benefit of and to run with the Purchaser Parcel:

1. certain perpetual non-exclusive easement rights for ingress and egress upon, over and across the parcel described in Exhibit C, which is attached hereto and made a part hereof (the "**Roadway Parcel**"); Seller and Purchaser intend to cause the Roadway Parcel to be used for ingress to and egress from the right-of-way for Madison Street to the Purchaser Parcel and the Seller Parcel; and

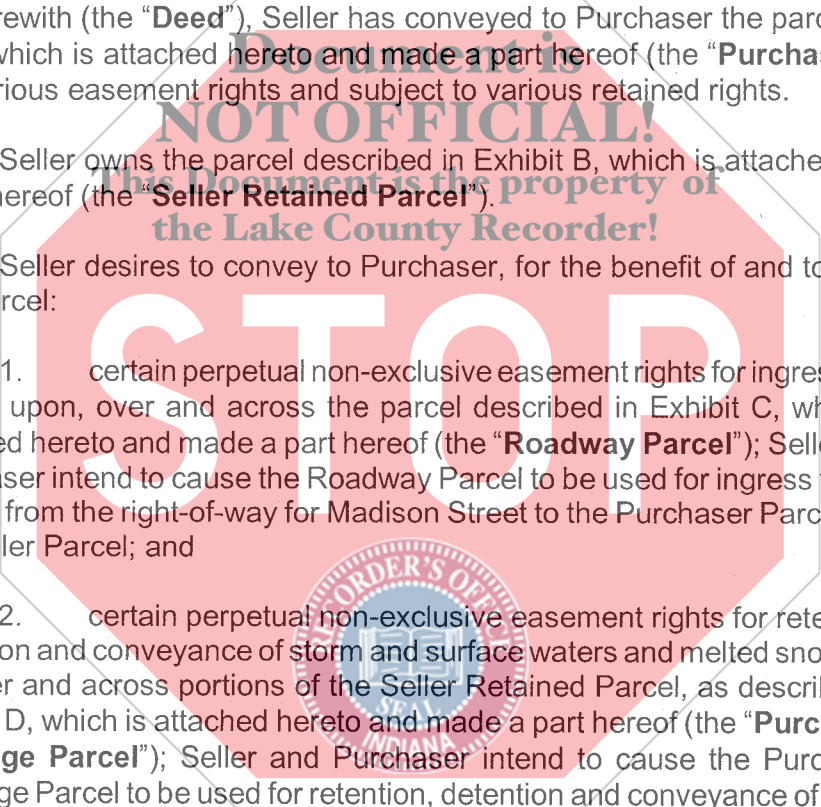
2. certain perpetual non-exclusive easement rights for retention, detention and conveyance of storm and surface waters and melted snow and ice over and across portions of the Seller Retained Parcel, as described in Exhibit D, which is attached hereto and made a part hereof (the "**Purchaser Drainage Parcel**"); Seller and Purchaser intend to cause the Purchaser Drainage Parcel to be used for retention, detention and conveyance of storm and surface waters and melted snow and ice for the benefit of the Purchaser Parcel and the Seller Parcel; and

HOLD FOR MERIDIAN TITLE CORP.

3001 LK07



34.00
addm
3436



3. certain perpetual non-exclusive easement rights for fire, police, ambulance and other emergency vehicles over and across the roadways situated the Seller Retained Parcel, as such roadways may be configured from time to time, for ingress to and egress from the right-of-way for Madison Street to the Purchaser Parcel, provided that entry on to the Purchaser Parcel pursuant to these easement rights will be only over the property described on Exhibit E, which is attached hereto and made a part hereof (the "**Emergency Access Parcel**").

D. Purchaser desires to convey to Seller, for the benefit of and to run with the Seller Retained Parcel::

1. certain perpetual non-exclusive easement rights for retention, detention and conveyance of storm and surface waters and melted snow and ice over and across portions of the Purchaser Parcel, as also described in Exhibit F (the "**Seller Drainage Parcel**");

2. certain perpetual, non-exclusive rights for use in the construction, installation, maintenance, repair, removal and replacement of a roadway and/or walkway on the Roadway Parcel upon, over and across the property described on Exhibit G hereto (the "**Road Maintenance Parcel**")

E. The parties wish to provide for the joint payment of all costs of removal of snow and ice, and the construction, installation, maintenance, repair, removal and replacement of a roadway and/or walkway on the Roadway Parcel.

F. The parties wish to provide for the joint payment of all costs of construction, installation, maintenance, repair, removal and replacement of drainage, retention, and detention facilities on the Purchaser Drainage Parcel and the Seller Drainage Parcel (collectively, the "**Drainage Parcel**").

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Grants of Easements

A. **Grants by Purchaser**: Purchaser hereby grants to Seller, for the benefit of and to run with the Seller Retained Parcel, and subject to the Additional Agreements provided below, the following:

1. A perpetual, non-exclusive easement for the retention, detention and conveyance of storm and surface waters and melted snow and

ice on or naturally flowing upon, over and across the Seller Drainage Easement.

2. A perpetual non-exclusive easement for use in the construction, installation, maintenance, repair, removal and replacement of a roadway and/or walkway on the Roadway Parcel upon, over and across the Road Maintenance Parcel.

B. **Grants by Seller.** Seller hereby grants to Purchaser, for the benefit of and to run with the Purchaser Parcel, and subject to the Additional Agreements provided below, the following:

1. A non-exclusive perpetual easement upon, over and across the Roadway Parcel for vehicular and pedestrian ingress and egress (specifically excluding, not by way of limitation, any right to park vehicles) from the right-of-way for Madison Street to the Purchaser Parcel, and for the construction, installation, maintenance, repair, removal and replacement of a roadway and/or walkway thereon.

2. A non-exclusive perpetual easement for fire, police, ambulance and other emergency vehicles over and across the roadways situated on the Seller Retained Parcel, as such roadways may be configured from time to time, for ingress and egress from the right-of-way for Madison Street to the Purchaser Parcel, provided that the entries onto the Purchaser Parcel pursuant to these easement rights will be over and across the Emergency Access Parcel only.

3. A non-exclusive perpetual easement for the retention, detention and conveyance of storm and surface waters and melted snow and ice, on or naturally flowing onto the Purchaser Parcel, upon over and across the Purchaser Drainage Parcel.

Additional Agreements

Section 1. Definitions.

(a) **Owner.** An "Owner" of a Parcel is the person or entity which holds fee title to a Parcel. An Owner hereunder will include individuals and entities which hold fee title to all or to any portion of any of the Parcels.

(b) **Parcel.** A "Parcel" will mean the Seller Retained Parcel, the Purchaser Parcel, or any portion of any such parcel which is separately owned.

Section 2. Maintenance of Roadway Parcel.

(a) **Construction.** All entries onto the Roadway Parcel and/or the Road Maintenance Parcel for the construction, installation, inspection, maintenance, repair, testing, and replacement of any roadway and/or walkway on the Roadway Parcel will be conducted in a manner so as to reasonably minimize interference with the use of the Seller Retained Parcel and the Purchaser Parcel. All roadways and walkways situated on the Roadway Parcel will, at all times, excepting only times during work thereon, which will be completed as quickly as reasonably possible, be maintained in a slightly condition, not inconsistent with the quality of the improvements on the Seller Retained Parcel and the Purchaser Parcel. All work on or with respect to the Roadway Parcel will be completed and maintained in a good and workmanlike manner.

(b) **Removal of Snow and Ice.** The Owners of the Seller Retained Parcel and the Purchaser Parcel will make mutually-acceptable arrangements for the removal of snow and ice from all roadways and walkways situated on the Roadway Parcel.

(c) **Notice of Work.** Prior to any entries onto the Roadway Parcel and/or the Road Maintenance Parcel for the purpose of performing work pursuant to this Agreement (other than the removal of snow and ice), the party wishing to perform such work will make reasonable efforts to notify in writing all other Owners at least thirty (30) days prior to commencing such work.

(d) **Insurance.** The Owners will purchase and keep in force such insurance as they reasonably deem necessary or desirable with respect to the Roadway Parcel. Each of the Owners will, to the extent practicable, be named insureds under such insurance policies.

(e) **Costs of Construction, Maintenance, and Insurance of Roadway.** The parties agree that all Owners with respect to the Seller Retained Parcel will pay seventy-five percent (75%) of all reasonable costs of the removal of snow and ice, and the construction, installation, inspection, maintenance, repair, testing, and replacement of any roadway and/or walkway on the Roadway Parcel, and all Owners with respect to the Purchaser Parcel will pay twenty-five percent (25%) of all such reasonable costs.

(f) **Real Estate Taxes and Assessments.** All real estate taxes and assessments with respect to the Roadway Parcel and the improvements thereon (if any) will be equally paid by the Owners with respect to the Seller Retained Parcel and the Owners with respect to the Purchaser Parcel.

Section 3. Maintenance of Drainage Parcel.

(a) **Construction.** All entries onto the Drainage Parcel for the construction, installation, inspection, maintenance, repair, testing, and replacement of any facilities for

the retention, detention and conveyance of storm and surface waters and melted snow and ice will be conducted in a manner so as to reasonably minimize interference with the use of the Seller Retained Parcel and the Purchaser Parcel. All retention, detention and drainage facilities situated on the Drainage Parcel will, at all times, excepting only times during work thereon, which will be completed as quickly as reasonably possible, be maintained in a slightly condition, not inconsistent with the quality of the improvements on the Seller Retained Parcel and the Purchaser Parcel. All work on or with respect to the Drainage Parcel will be completed and maintained in a good and workmanlike manner.

(b) **Notice of Work.** Prior to any entries onto the Drainage Parcel for the purpose of performing work pursuant to this Agreement, the party wishing to perform such work will make reasonable efforts to notify in writing all other Owners at least thirty (30) days prior to commencing such work.

(c) **Insurance.** The Owners will purchase and keep in force such insurance as they reasonably deem necessary or desirable with respect to the Drainage Parcel. Each of the Owners will, to the extent practicable, be named insureds under such insurance policies.

(d) **Costs of Construction, Maintenance, and Insurance of Drainage Facilities.** All Owners with respect to the Purchaser Parcel will be fully and solely responsible for the payment of all reasonable costs of the construction, installation, inspection, maintenance, repair, testing, and replacement of any retention, detention and/or drainage facilities on the Seller Drainage Parcel.

The parties agree that all Owners with respect to the Seller Retained Parcel will pay one-half of all reasonable costs of the construction, installation, inspection, maintenance, repair, testing, and replacement of any retention, detention and/or drainage facilities on the Purchaser Drainage Parcel, and all Owners with respect to the Purchaser Parcel will pay one-half of all such reasonable costs.

(e) **Real Estate Taxes and Assessments.** All real estate taxes and assessments with respect to the Drainage Parcel and the improvements thereon (if any) will be equally paid by the Owners with respect to the Seller Retained Parcel and the Owners with respect to the Purchaser Parcel.

Section 4. Agreements Run with the Land. The agreements and undertakings provided in this Agreement will perpetual, running with the Seller Retained Parcel and the Purchaser Parcel and all parts thereof, for the benefit of the parties hereto and their respective successors, assigns, agents, employees, tenants, and invitees. The obligations of the various Owners under this Agreement will run with the land and accrue to any person or entity which may become an Owner hereunder. The acceptance of title to any one or more of the Parcels will be deemed for all purposes to constitute an agreement to perform all items required hereunder.

Section 5. Damage to Improvements. If any portion of the Roadway Parcel and/or the Drainage Parcel is damaged (other than wear and tear from normal use, excluding construction activities) and such damage is caused by the negligence or wrongful act of any Owner or any employee, agent, tenant, contractor, or invitee thereof, such Owner will directly pay or will reimburse the other Owners for all costs incurred in repairing such damage.

Section 6. Responsibilities for Performance and Payment. The construction, maintenance, repair, and insurance obligations specified in this Agreement may be performed by all Owners acting collectively, as they may agree from time to time or, if the Owners do not so agree, by any one or more of the Owners acting in good faith.

Section 7. Miscellaneous Provisions.

(a) **Severability of Provisions.** If any paragraph, section, sentence, clause or phrase of this Agreement is or becomes illegal, null or void for any reason or will be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses, or phrases of this Agreement will continue in full force and effect and will not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses or phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases will become or be illegal, null or void.

(b) **No Waiver.** The failure of any Owner to enforce any provision herein contained will in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision.

(c) **Successors.** Every person who now or hereafter owns or acquires any right, title or interest in or to any one or more of the Parcels, or any right to possess or occupy any premises situated therein, is and will be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such interest or right. If any portion of the Parcels is acquired in lieu of foreclosure, or under the provisions of any deed of trust in the nature of a mortgage, or is sold under foreclosure of any mortgage, or under any judicial sale, any purchaser at such sale, its grantees, personal representatives, successors, and assigns will hold any such portion of the Parcels subject to all the covenants, liens and other provisions of this Agreement.

(d) **Notice.** Any notice required or permitted to be given under this Agreement will be in writing and will be deemed to have been properly served when: (i) delivered by overnight or other courier; or (ii) two (2) days after deposit in the United States mail, certified, return receipt requested, postage prepaid, addressed to an Owner at the Owner's last known address (which may include the address of such Owner's Parcel).

(e) **Titles.** The titles, headings and captions which have been used throughout this Agreement are for convenience only and are not be used in construing this Agreement or any part thereof.

(f) **Owner's Liability Subsequent to Sale.** Upon the sale or transfer of a Parcel, the Owner so selling or transferring will not have any liability for the obligations thereon created by this Agreement which accrue against the Parcel or portion thereof sold or transferred after the date of the conveyance; provided, however, that nothing herein will be construed so as to relieve an Owner from any liabilities or obligations incurred prior to such sale or transfer pursuant to this Agreement.

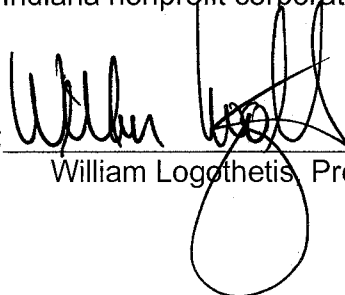
(g) **Singular and Plural.** Words used herein, regardless of the number and gender specifically used, will be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.



IN WITNESS WHEREOF, the undersigned have executed this Joint Maintenance Agreement as of the day and year first above written.

Seller:

SS CONSTANTINE & HELEN GREEK ORTHODOX CATHEDRAL OF GARY-MERRILLVILLE, INC.
an Indiana nonprofit corporation

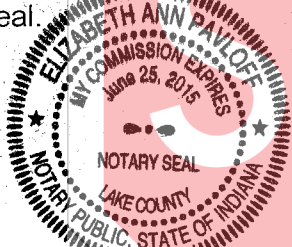
By: 
William Logotheitis, President

STATE OF INDIANA)
)
COUNTY OF LAKE)

SS:

BEFORE ME, the undersigned, a Notary Public, on December 13, 2007, personally appeared William Logotheitis, personally known to me to be the same person whose name is subscribed to the foregoing document as President of SS Constantine & Helen Greek Orthodox Cathedral of Gary-Merrillville, Inc., an Indiana nonprofit corporation, and being first duly sworn by me upon oath, acknowledged that he has read and understands the foregoing and that he has affixed his name to and delivered the foregoing as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.




Notary Public

My Commission Expires: _____

County of Residence: _____



Purchaser:

AHEPA 78 PHASE VI, INC., an Indiana nonprofit corporation

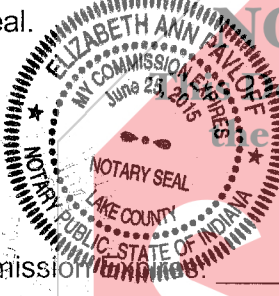
By: *Dino Manolopoulos*
Dino Manolopoulos, President

STATE OF INDIANA)
)
COUNTY OF LAKE)

SS:

BEFORE ME, the undersigned, a Notary Public, on December 13, 2007, personally appeared Dino Manolopoulos, personally known to me to be the same person whose name is subscribed to the foregoing document as President of AHEPA 78 Phase VI, Inc., an Indiana nonprofit corporation, and being first duly sworn by me upon oath, acknowledged that he has read and understands the foregoing and that he has affixed his name to and delivered the foregoing as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



Document is NOT OFFICIAL!

Document is the property of the Lake County Recorder

Elizabeth Ann Pavloff
Notary Public

My Commission Expires _____ County of Residence: _____

This instrument was prepared by:

Demetri J. Retson
Kopko Genetos & Retson LLP
8585 Broadway, Suite 480
Merrillville, Indiana 46410
219-755-0400
fax: 219-755-0410

The foregoing preparer states as follows:

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.

EXHIBIT A

Legal Description of Purchaser Parcel

Lot 1, Secondary Plat of AHEPA 78 Phase VI dated December ____, 2007, and recorded on December ____, 2007, in the Office of the Recorder of Lake County, Indiana, in Plat Book 8007, page 097940

Also described as follows: Part of the SW 1/4 of the NE 1/4 of Section 21, Township 35 North, Range 8 West of the 2nd P.M. in Lake County, Indiana, described as follows: Beginning at a point on the West line of said NE 1/4, 450.00 feet North of the Southwest corner thereof; thence North 00°45'40" West, along said West line, 238.00 feet; thence North 90°00'00" East, parallel to the South line of said NE 1/4; 1162.08 feet; thence North 45°00'00" East, 13.26 feet; thence North 00°42'45" West, parallel to the East line of the SW 1/4 of said NE 1/4, 130.82 feet; thence North 89°48'25" East, 152.99 feet to the East line of the SW 1/4 of said NE 1/4; thence South 00°42'45" East, along said East line, 184.22 feet to the center line of Merrillville Road; thence South 31°45'56" West, along said center line, 228.74 feet; thence North 90°00'00" West, 1201.54 feet to the point of beginning, containing 7.456 acres, more or less.

EXHIBIT B

Legal Description of Grantor Retained Parcel

All portions of the SW 1/4 of the NE 1/4 of Section 21, Township 35 North, Range 8 West of the 2nd P.M. in Lake County, Indiana, lying north of the line described as follows:

Beginning at a point on the West line of said NE 1/4, 688.00 feet North of the Southwest corner thereof; thence North 90°00'00" East, parallel to the South line of said NE 1/4; 1162.08 feet; thence North 45°00'00" East, 13.26 feet; thence North 00°42'45" West, parallel to the East line of the SW 1/4 of said NE 1/4, 130.82 feet; thence North 89°48'25" East, 152.99 feet to the East line of the SW 1/4 of said NE 1/4.

EXHIBIT C

Legal Description of Roadway Parcel

A 32 foot easement in the SW 1/4 of the NE 1/4 of Section 21, Township 35 North, Range 8 West of the 2nd P.M. in Lake County, Indiana, lying 16 feet on each side of the following described center line: Commencing at the Southeast corner of the SW 1/4 of said NE 1/4; thence North 00°42'45" West, along the East line of the SW 1/4 of said NE 1/4, 844.71 feet to the point of beginning; thence South 89°48'25" West, 152.99 feet to the point of terminus.

EXHIBIT D

Legal Description of Purchaser Drainage Parcel

Part of the SW 1/4 of the NE 1/4 of Section 21, Township 35 North, Range 8 West of the 2nd P.M. in Lake County, Indiana, described as follows: Commencing at the Southwest corner of said NE 1/4; thence North 00°45'40" West, along the West line of said NE 1/4, 688.00 feet; thence North 90°00'00" East, parallel to the South line of said NE 1/4, 116.80 feet; thence North 53°49'16" East, 98.69 feet; thence North 44°24'15" East, 84.07 feet; thence North 55°29'06" East, 20.00 feet; thence North 23°44'04" East, 52.14 feet; thence North 01°19'34" West, 55.47 feet; thence North 42°30'23" West, 64.61 feet; thence North 51°12'33" West, 115.08 feet; thence North 43°26'45" West, 62.12 feet; thence North 11°18'55" West, 71.34 feet; thence North 19°10'48" West, 57.99 feet; thence North 56°51'09" West, 45.86 feet; thence South 89°14'20" West, 51.21 feet to the West line of said NE 1/4; thence South 00°45'40" East, along said West line, 546.83 feet to the point of beginning, containing 2.414 acres, more or less.

EXHIBIT E

Legal Description of Emergency Access Parcel

A 25 foot Emergency Entrance over the following line segment: Commencing at the Southeast corner of the SW 1/4 of the NE 1/4 of Section 21, Township 35 North, Range 8 West of the 2nd P.M. in Lake County, Indiana; thence North 00°42'45" West, along the East line of the SW 1/4 of the NE 1/4, 687.99 feet; thence North 90°00'00" West, 534.50 feet to the point of beginning; thence North 90°00'00" West, 25.00 feet.

EXHIBIT F

Legal Description of Seller Drainage Parcel

A part of Lot 1, Secondary Plat of AHEPA 78 Phase VI dated December ____, 2007, and recorded on December ____, 2007, in the Office of the Recorder of Lake County, Indiana, in Plat Book ____, page ____, described as follows: Part of the SW 1/4 of the NE 1/4 of Section 21, Township 35 North, Range 8 West of the 2nd P.M. in Lake County, Indiana, described as follows: Commencing at the Southwest corner of said NE 1/4; thence North 00°45'40" West, along the West line of said NE 1/4, 450.00 feet to the southwest corner of said Lot 1; thence continuing North 00°45'40" West, along the West line of said Lot 1, 238.00 feet to the point of beginning; thence North 90°00'00" East, parallel to the South line of said NE 1/4, 1162.08 feet; thence South 00°00'00" East, 10.00 feet; thence North 90°00'00" West, 1161.95 feet to the West Line NE 1/4 of said Section 21; thence North 00°45'40" West, 10.00 feet to the point of beginning.

EXHIBIT G

Legal Description of Road Maintenance Easement

A 16 foot easement in Lot 1, Secondary Plat of AHEPA 78 Phase VI dated December ____, 2007, and recorded on December ____, 2007, in the Office of the Recorder of Lake County, Indiana, in Plat Book *102*, page *33*, described as follows:

A 16 foot strip in the SW 1/4 of the NE 1/4 of Section 21, Township 35 North, Range 8 West of the 2nd P.M. in Lake County, Indiana, lying 8 feet on each side of the following described center line: Commencing at the Southeast corner of the SW 1/4 of the NE 1/4; thence North 00°42'45" West, along the East line of the SW 1/4 of the NE 1/4, 820.71 feet to the point of beginning; thence South 89°48'25" West, 152.99 feet to the point of terminus.

