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RECORDER'S OFFICE
LAKE COUNTY
FILED FOR RECORD

2008 016350

2008 MAR - 6 AM 9:00

EASEMENT AGREEMENT

MICHAEL A. BROWN
RECORDER

This Easement Agreement ("Agreement") is made and entered into this January 16, 2008, by and between SMITH BROTHERS REALTY, INC., a Delaware corporation ("Grantor") and MUNSTER GROUP, LLC ("Grantee").

FILED

WITNESSETH:

MAR - 6 2008

The following recitals of fact are a material part of this Agreement:

PEGGY YOUNG, CLERK
LAKE COUNTY RECORDER

TICOR TITLE INSURANCE
Crown Point, Indiana

A. Grantor is the fee simple owner of that certain parcel of real estate located in Lake County, Indiana commonly known as 10 45th Avenue, Munster, Indiana described on Exhibit A attached hereto and made a part hereof ("Property")

B. Grantee is the fee owner of that certain parcel of real estate adjacent to and east of the Property described on Exhibit B attached hereto and made a part hereof ("Grantee Parcel").

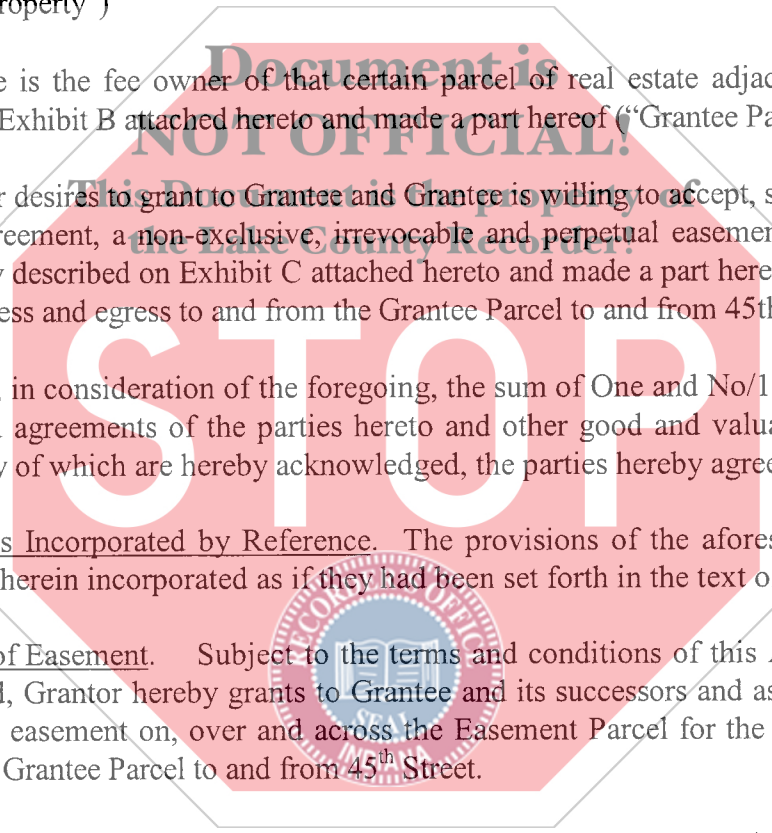
C. Grantor desires to grant to Grantee and Grantee is willing to accept, subject to the terms and conditions of this Agreement, a non-exclusive, irrevocable and perpetual easement over and across that portion of the Property described on Exhibit C attached hereto and made a part hereof ("Easement Parcel") for the purpose of ingress and egress to and from the Grantee Parcel to and from 45th Street.

NOW, THEREFORE, in consideration of the foregoing, the sum of One and No/100 Dollars (\$1.00), the mutual covenants and agreements of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals Incorporated by Reference. The provisions of the aforesaid recital paragraphs are, by this reference, herein incorporated as if they had been set forth in the text of this Agreement.

2. Grant of Easement. Subject to the terms and conditions of this Agreement and for the purposes herein stated, Grantor hereby grants to Grantee and its successors and assigns a non-exclusive, irrevocable, perpetual easement on, over and across the Easement Parcel for the purpose of ingress and egress to and from the Grantee Parcel to and from 45th Street.

3. Maintenance and Repairs. Grantee shall pay Fifty Percent (50%) and Grantor shall pay Fifty Percent (50%) of the cost and expense of keeping and maintaining the Easement Parcel in a safe, sightly and serviceable condition, level, smooth and evenly surfaced with the type of surfacing material originally installed thereon, or such substitute thereof as shall be in all respects at least equal thereto in quality, appearance and durability.



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. Hazel Gardin

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TI
RM

001919
Ticor Title recorded this document as an accommodation. Ticor did not examine the document or the title of the real estate affected.

Return: Atty Jeff Katz

4. Insurance and Indemnity.

(a) Grantee shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence against claims for personal injury, death or property damage occurring upon, in or about the Easement Parcel. Grantee shall furnish Grantor with a certificate evidencing such coverage, which certificates shall state that Grantor is an additional insured and that such insurance coverage may not be changed or canceled without at least ten (10) days prior written notice to Grantor.

(b) To the fullest extent permitted by law, Grantee shall protect, indemnify, save harmless and defend Grantor from and against all liabilities (statutory or otherwise), obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against Grantor by reason of any accident, injury or death of persons or loss of or damage to property occurring on or about the Easement Parcel by Grantee and Grantee's employees, agents, licensees, contractors, guests, customers, licensees and invitees unless such loss, liability or cost or expense is occasioned by the negligence or intentional misconduct of Grantor or Grantor's employees, agents, licensees, contractors, guests, customers, licensees and invitees or anyone claiming by, through or under any of the foregoing.

5. Covenants Run with Land. All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Property, the Easement Parcel and/or the Grantee Parcel.

6. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Grantee:

831 Washington Street
Michigan City, IN 46360

If to Grantor

2701 Bernice Road
Lansing, IL 60438
Attn: David A. Smith

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

7. Default. If Grantee defaults in the performance of any of its covenants or obligations hereunder and fails to cure such default within thirty (30) days after Grantor shall deliver to Grantee written notice thereof, then Grantor shall have the right to pursue all of Grantor's right and remedies against Grantee.

8. Counterparts; Severability. This Agreement may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts taken together shall constitute one and the

same instrument. In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

9. Miscellaneous. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. The terms "Grantee" and "Grantor" as used herein shall be deemed to include any and all successors and assigns of such parties. This Agreement shall be construed and governed in accordance with the laws of the State of Indiana. In the event of any litigation concerning this Agreement, the prevailing party shall be entitled to recover the costs and expenses of litigation, including, without limitation, attorneys' fees and expenses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR

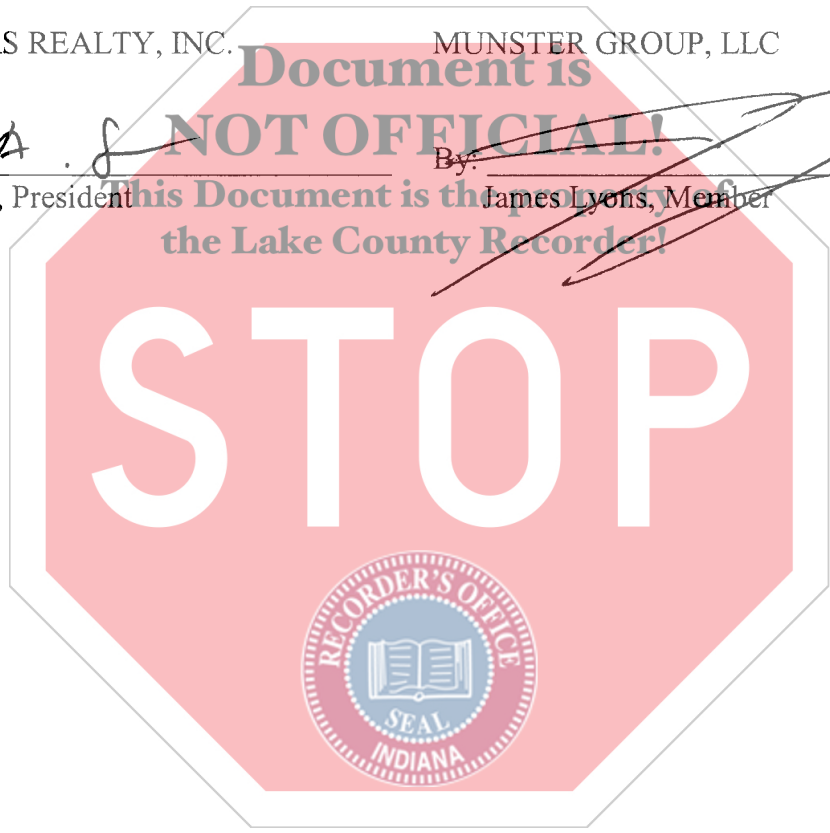
GRANTEE

SMITH BROTHERS REALTY, INC.

MUNSTER GROUP, LLC

By: 
David A. Smith, President

By: 
James Lyons, Member



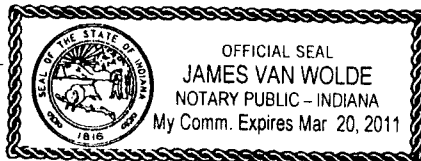
STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared DAVID A. SMITH of SMITH BROTHERS REALTY, INC., to me known to be the PRESIDENT of said corporation and acknowledged the execution of the foregoing Easement Agreement for and on behalf of said corporation and by its authority for the uses and purposes stated therein.

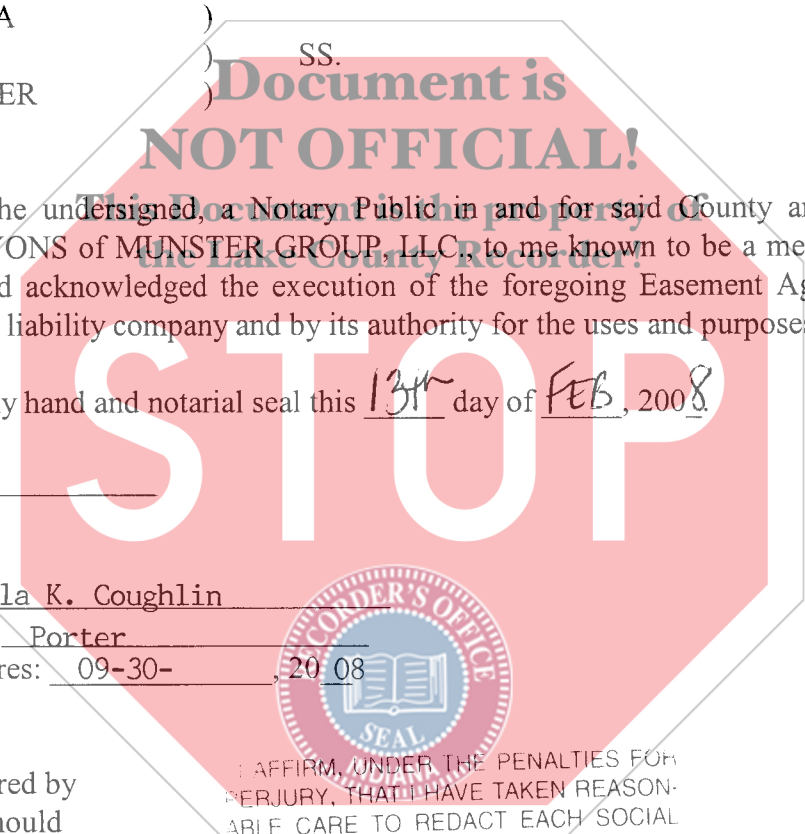
WITNESS, my hand and notarial seal this 18th day of January, 2008.

James Van Wolde
Notary Public

Printed Name: _____
County of Residence: _____
My commission expires: _____, 20__



STATE OF INDIANA)
) SS.
COUNTY OF PORTER)

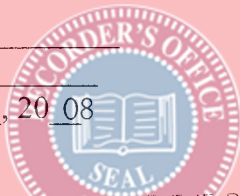


Before me, the undersigned, a Notary Public in and for said County and State, personally appeared JAMES LYONS of MUNSTER GROUP, LLC, to me known to be a member of said limited liability company and acknowledged the execution of the foregoing Easement Agreement for and on behalf of said limited liability company and by its authority for the uses and purposes stated therein.

WITNESS, my hand and notarial seal this 13th day of FEB, 2008.

Pamela K. Coughlin
Notary Public

Printed Name: Pamela K. Coughlin
County of Residence: Porter
My commission expires: 09-30-, 2008



This document prepared by and after recording should be sent to:

Jeffrey B. Katz
831 Washington Street
Michigan City, IN 46360

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."
PREPARED BY: Samir Patel

Exhibit A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

Lot 1 in the Resubdivision of Ridgeway Petroleum Addition, an Addition to the Town of Munster, Lake County, Indiana, as per plat thereof, recorded in Plat Book 87, page 30 in the Office of the Recorder of Lake County, Indiana



Exhibit B

LEGAL DESCRIPTION OF GRANTEE PARCEL

The East 361.50 feet of the West 671.00 feet of the west 1170 feet of the Southwest Quarter of Fractional Section 25, Township 36 North, Range 10 West of the Second Principal Meridian, lying South of the South right-of-way line of 45th Street, as dedicated, excepting the South 1550.00 feet thereof, containing 3.84 acres more or less, all in the Town of Munster, Lake County, Indiana



Exhibit C

LEGAL DESCRIPTION OF EASEMENT PARCEL

The East 75.00 feet of the North 120.01 feet, by parallel lines, of Lot 1 in the Resubdivision of Ridgeway Petroleum Addition, an Addition to the Town of Munster, Lake County, Indiana, as per plat thereof, recorded in Plat Book 87, page 30 in the Office of the Recorder of Lake County, Indiana.

