

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 021973

2009 APR -6 PM 1:00

MICHAEL A. BROWN
RECORDER

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, dated this 1st day of April, 2009, made by 1510 NORTH MAIN STREET, LLC, an Indiana limited liability company (hereinafter referred to as "GRANTOR"), to and for the benefit of CP SPORTS PROPERTIES, LLC, an Indiana limited liability company, of Lake County, in the State of Indiana (hereinafter referred to as "GRANTEE").

WITNESSETH

WHEREAS, GRANTOR is the fee simple owner of the following described real estate in Lake County, in the State of Indiana:

PART OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, DESCRIBED AS: ALL THAT PART LYING SOUTH OF CENTER OF BEAVER DAM DITCH OF THE WEST 54 ACRES OF THE SOUTHWEST ¼ OF SAID SECTION 32 EXCEPTING THEREFROM THE FOLLOWING: THE SOUTH 812.70 FEET THEREOF; AND THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, DESCRIBED AS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 1045.10 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼; THENCE EAST 490 FEET; THENCE NORTH 188.8 FEET TO THE CENTER LINE OF BEAVER DAM DITCH; THENCE SOUTHWESTERLY ALONG SAID DITCH TO THE WEST LINE OF THE SOUTHEAST ¼ OF SECTION 32; THENCE SOUTH ALONG SAID WEST LINE 130 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA; ALSO EXCEPTING FROM SAID PART OF SAID WEST 54 ACRES THAT PART LYING EAST OF THE WEST 490 FEET OF SAID WEST 54 ACRES AS DESCRIBED TO THE CITY OF CROWN POINT IN A CORPORATE DEED RECORDED AS DOCUMENT NUMBER 676857 ON AUGUST 5, 1982 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

(hereinafter referred to, collectively, as the "Burdened Property"); and,

WHEREAS, GRANTEE is the fee simple owner of the following described real estate:



#17

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FILED

APR 06 2009

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

CK# 15363
CA

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, 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 THE SOUTHEAST QUARTER OF SAID SECTION 1045.10 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EAST 490 FEET; THENCE NORTH 188.8 FEET TO THE CENTER LINE OF BEAVER DAM DITCH; THENCE SOUTHWESTERLY ALONG SAID DITCH TO THE WEST LINE OF THE SOUTHEAST QUARTER THEREOF; THENCE SOUTH ALONG SAID WEST LINE 130 FEET TO PLACE OF BEGINNING.

Commonly known as 1516 North Main Street, Crown Point, Indiana 46307.

(hereinafter referred to as the "Benefited Property"); and,

WHEREAS, the Benefited Property is adjacent to and North of the Burdened Property and GRANTEE has the need for, and GRANTOR is willing to provide, an access easement over and across the following-described parcel for purposes of providing access to public roadways, including without limitation Main Street in Crown Point, Indiana:

PART OF THE SOUTHEAST QUARTER OF SECTION 32-35-8, IN LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 812.70 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 89°37'07" EAST, ALONG THE NORTH LINE OF THE SOUTH 812.70 FEET OF SAID SOUTHEAST QUARTER, A DISTANCE OF 32.54 FEET TO THE CURVED EAST RIGHT-OF-WAY LINE OF MAIN STREET (ALSO KNOWN AS INDIANA HIGHWAY 55), SAID POINT ALSO BEING THE POINT OF CURVATURE FOR A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 5,688.64 FEET; THENCE NORTHERLY ALONG SAID CURVED EAST RIGHT-OF-WAY LINE AN ARC DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°37'07" EAST, PARALLEL WITH THE NORTH LINE OF THE SOUTH 812.70 FEET OF SAID SOUTHEAST QUARTER, A DISTANCE OF 447.69 FEET; THENCE NORTH 00°27'18" WEST, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 212.40 FEET; THENCE SOUTH 89°37'07" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°27'18" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 232.40 FEET TO THE NORTH LINE OF THE SOUTH 812.70 FEET OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°37'07" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 457.46 FEET TO THE AFOREMENTIONED CURVED EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

(hereinafter the "Easement Parcel");

NOW THEREFORE, the GRANTOR hereby grants, warrants and conveys to GRANTEE a perpetual and nonexclusive easement on, across, over and under the Easement Parcel for: ingress and egress access to the Benefited Property by GRANTEE and GRANTEE'S heirs, successors, assigns, invitees and guests. Exclusive use of the Easement Parcel is not hereby granted, and the right to use the

Easement Parcel is expressly reserved by the GRANTOR, providing the same shall not prevent the use of the Easement Parcel by the GRANTEE.

GRANTEE may install a private roadway or drive over the Easement Parcel, provided that: GRANTEE shall be solely responsible, at GRANTEE'S sole cost and expense, for the design, installation, maintenance, repair and/or replacement of such driveway. Subject to the foregoing, any damage to GRANTOR's fences, buildings or lands caused by the installation, maintenance, repair or replacement of the roadway or drive shall be promptly restored by the GRANTEE. GRANTEE shall not suffer nor permit any liens of any type whatsoever to be placed on GRANTOR'S land or the easement described herein; and if GRANTEE violates this provision, GRANTEE shall indemnify and hold GRANTOR harmless from any and all damages occasioned thereby and GRANTOR shall be entitled to terminate this easement by filing an affidavit terminated this Easement.

Each party has the full right and authority to assign, convey or set over, to another or others, the easement hereby granted. This Easement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors, administrators, executors and assigns. This Easement shall be construed in accordance with the laws of the State of Indiana. GRANTOR hereby represents and warrants that GRANTOR is the holder of the fee simple title to the Burdened Property, including without limitation the portion thereof constituting the Easement Parcel, and that said Burdened Property is not encumbered with any contract purchase, lease, tenant farmer, or any other interest inconsistent with the grant of easements made herein.

IN WITNESS WHEREOF, the parties have executed this Grant of Easement on the date first written above.

GRANTOR:

1510 NORTH MAIN STREET, LLC
an Indiana limited liability company

By: Mitre Kutanovski
Mitre Kutanovski, Member

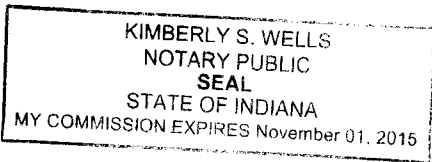
STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 1st day of April, 2009, personally appeared 1510 North Main Street, LLC, by Mitre Kutanovski, its Member, and acknowledged the execution of the foregoing Grant of Access Easement.

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

Kimberly S. Wells
Kim Wells, Notary Public
A Resident of Lake County

My Commission Expires:
11/1/15



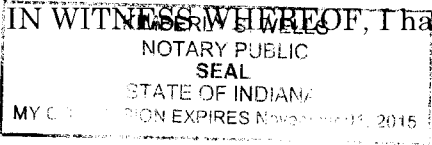
GRANTEE:

CP SPORTS PROPERTIES, LLC
an Indiana limited liability company

By: *Mitre Kutanovski*
Mitre Kutanovski, Member

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

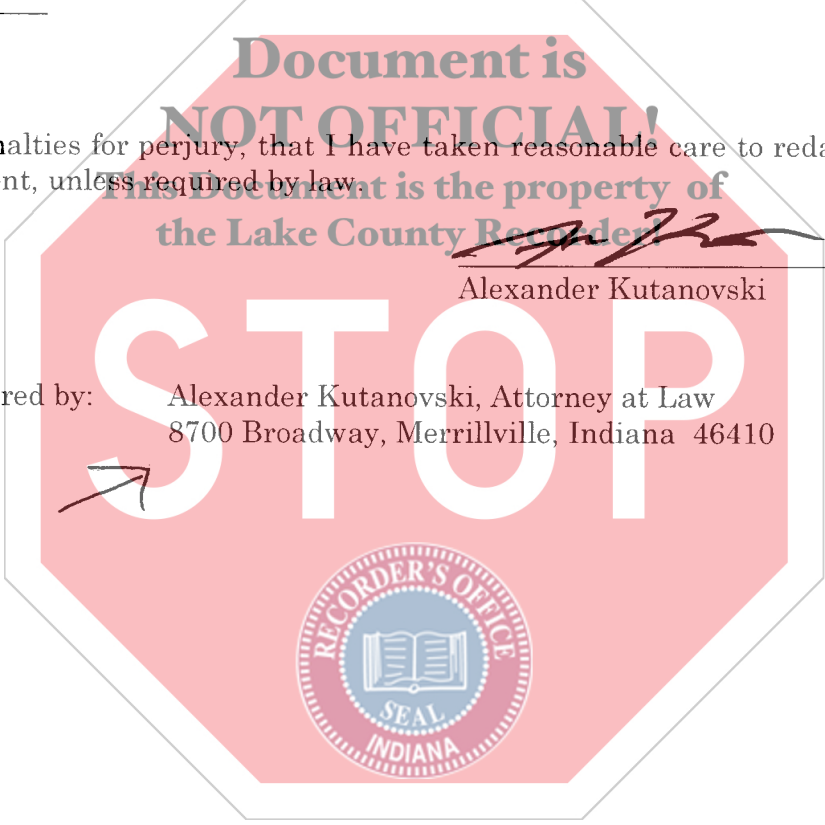
Before me, the undersigned, a Notary Public in and for said County and State, this 1st day of April, 2009, personally appeared CP Sports Properties, LLC, by Mitre Kutanovski, its Member, and acknowledged the execution of the foregoing Grant of Access Easement.



Kimberly S. Wells
Kim Wells, Notary Public
A Resident of Lake County

My Commission Expires:
11/1/15

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.



This Instrument Prepared by: Alexander Kutanovski, Attorney at Law
8700 Broadway, Merrillville, Indiana 46410

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