

NOTES  
STATE OF INDIANA  
LAKE COUNTY  
FILES FOR RECORD  
126-009-000-023  
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2010 058649

2010 OCT 12 AM 8:51

MICHELLE R. FAJMAN  
RECORDER

Cross Reference to Original Recorded Plat:

RETURN TO: GLENN R. PATTERSON, ESQ.  
LUCAS, HOLCOMB &  
MEDREA, LLP  
300 EAST 90<sup>TH</sup> DRIVE  
MERRILLVILLE, IN 46410

New Roby First Addition to the City of Hammond  
as shown in Plat Book 104 page 70 in  
the Office of the Recorder of Lake County, Indiana

**GRANT OF EASEMENT NO. 2  
(Storm Water Drainage)**

**WAL-MART REAL ESTATE BUSINESS TRUST** a Delaware business trust, on behalf of itself and its successors and assigns (collectively the "Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to **NH VEGAS, LLC**, an Indiana limited liability company, and its successors and assigns (collectively the "Grantee"), a perpetual non-exclusive easement in, over and upon:

Outlot A and Outlet B, in New Roby First Addition to the City of Hammond, as shown in Plat Book 104, page 70, in the Office of the Recorder of Lake County, Indiana;

which Outlot A and Outlet B shall hereinafter be referred to as the "Servient Estate", and which easement shall be for and to the benefit of Grantee and the following described real estate:

Part of the Northwest Quarter of Section 1, Township 37 North, and part of Section 36, Township 38 North, all in Range 10 West of the 2<sup>nd</sup> principal meridian in the City of Hammond, Lake County, Indiana, more particularly described as:

Commencing at the Southeast corner of said Section 1, thence North 00 degrees 28 minutes 24 seconds East (this and all subsequent bearings based on the Indiana the East line of said

**FILED**

OCT 07 2010

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

055232

AMOUNT \$ 19<sup>00</sup>  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 055334  
OVERAGE 3<sup>00</sup>  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK RP

E

Lawyers Title

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Section 1 to the centerline of Indianapolis Boulevard; thence North 38 degrees 37 minutes 45 seconds West, 4,291.99 feet along said centerline to a line 400 feet Southeasterly of and parallel with the East line of the Indiana East-West Toll Road; thence South 27 degrees 48 minutes 46 seconds West, 10.91 feet along said parallel line to the original centerline of Indianapolis Boulevard and the point of beginning;

Thence continuing South 27 degrees 48 minutes 46 seconds West, 624.33 feet along said parallel line; thence North 62 degrees 11 minutes 30 seconds west, 400.00 feet to said East line of the Indiana East-West Toll Road; thence North 27 degrees 48 minutes 46 seconds East, 798.77 feet along said East line to said original centerline of Indianapolis Boulevard; thence South 38 degrees 37 minutes 45 seconds East, 436.37 feet along said line to the point of beginning, containing 6.534 acres, more or less;

which real estate shall hereinafter be referred to as the "Dominant Estate".

Said easement shall be for uninterrupted storm water drainage, detention and retention into and on the Servient Estate, and for no other purpose.

Said grant shall be subject, nevertheless, to the following limitations and conditions:

1. Grantor reserves the right to use the Servient Estate, but only for the drainage, detention and retention of storm water from the adjacent real estate owned by Grantor and legally described as Lot 1 in New Roby First Addition to the City of Hammond, as shown in Plat Book 104, page 70, in the Office of the Recorder of Lake County, Indiana; provided, however, that (a) that part of the storage capacity of any expanded storm water detention and retention facilities located on the Servient Estate hereafter, and which is designed to accommodate storm water from the Dominant Estate, shall always be in compliance with the City of Hammond's then current minimum standards for publicly dedicated improvements.

2. The easement herein granted is appurtenant to, and shall run with, the land, and shall be for the use and benefit of the Dominant Estate and the Grantee, and is appurtenant to, and shall run with the land and shall burden and encumber the Servient Estate and the use and enjoyment thereof by Grantor.

3. Notwithstanding any other term or provision hereof:

a. Nothing herein shall be deemed to impose upon Grantor any duty or obligation to construct or enlarge any storm water drainage, detention or retention

improvements on the Servient Estate, and

b. In the event that, nevertheless, Grantor elects to construct or enlarge any storm water drainage, detention or retention improvements on the Servient Estate, Grantor shall have the right to do so, at Grantor's sole cost and expense, and it shall be the sole and exclusive responsibility of Grantor to maintain, repair and replace the same, all at Grantor's sole cost and expense. In furtherance of the foregoing rights of Grantor, Grantee hereby grants to Grantor a temporary easement upon and across the Dominant Estate for the limited purpose of facilitating the construction or enlargement of the storm water drainage, detention or retention improvements on the Servient Estate. Grantor agrees to use due care in the exercise of the rights granted by the foregoing temporary construction easement and is prohibited from using said temporary construction easement in any manner that would materially interfere with the operation of the business on the Dominant Estate.

4. In the event that Grantor fails or refuses to perform any obligation required of it herein, and upon Grantor's continued failure or refusal to perform such obligation upon thirty (30) days written notice from Grantee, Grantee shall then have the right to perform any such obligation on behalf of Grantor. Grantor shall be obligated to reimburse the Grantee for all of the costs and expenses incurred by Grantee in the performance of such obligations on the Grantor's behalf, as and when invoiced for same by Grantee, and upon Grantor's failure to reimburse Grantee within thirty (30) days of the date of such invoice, Grantee may bring an action at law against the Grantor to recover the unpaid balance of such invoice, with interest at the rate of eighteen per cent (18%) per annum, plus all costs, expenses and attorney fees incurred by Grantee in the collection of the amount due and the enforcement of Grantee's obligations hereunder.

5. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all demands, claims, causes of action, fines, penalties, damages, losses, liabilities, judgments and expenses, including, without limitation, reasonable attorney fees and court costs incurred, and any and all damages occasioned upon the Servient Estate, solely as a result of Grantee's use of the Servient Estate, including, without limitation, any damage caused solely by Grantee, or its agents or employees, invitees, customers, tenants or representatives. Grantee shall obtain and maintain commercial general public liability insurance, which shall include a contractual liability or other applicable endorsement covering its indemnification obligations under this Paragraph. Such insurance policy shall also list Grantor as an additional insured. Grantee shall furnish Grantor with evidence of such insurance from time to time (but no more frequently than once each year) upon request from Grantor.

6. All notices which are required, or which any party hereto may desire to provide or give hereunder, shall be deemed to have been sufficiently made and given upon the deposit thereof in the United States Mail, postage prepaid, to that address shown as the property owner's address of such party in the Office of the Treasurer of Lake County, Indiana.

IN WITNESS WHEREOF, the Grantor and Grantee have executed and delivered this instrument this 30th day of September, 2010.

**GRANTOR:**

Wal-Mart Real Estate Business Trust

By: [Signature]  
Printed Name: J. Robert Bray  
Title: Sr. Vice President

**GRANTEE:**

NH VEGAS, LLC

By: [Signature]  
Bharat Shah, Authorized Member

STATE OF ARKANSAS    )  
  ) SS:  
COUNTY OF BENTON    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared J Robert Bray the Sr. VP of Wal-Mart Real Estate Business Trust, who acknowledged the execution of the foregoing Grant of Easement No. 2.

WITNESS my hand and notarial seal this 29 day of September, 2010.

[Signature]  
Notary Public

Printed Name: LISA M Garcia

My Commission Expires: May 01, 2017

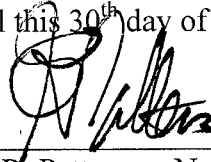
County of Residence: Benton

LISA M. GARCIA  
NOTARY PUBLIC-STATE OF ARKANSAS  
WASHINGTON COUNTY  
My Commission Expires May 01, 2017  
Commission # 12360574

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF LAKE        )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bharat Shah, the Authorized Member of NH Vegas, LLC, who acknowledged the execution of the foregoing Grant of Easement No. 2.

WITNESS my hand and notarial seal this 30<sup>th</sup> day of September, 2010.



\_\_\_\_\_  
Glenn R. Patterson, Notary Public

My Commission Expires: 11-25-2016

County of Residence: Lake



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. Glenn R. Patterson  
*SHELLEY TITTLE*

This instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Medrea, LLP, 300 East 90<sup>th</sup> Drive, Easton Court, Merrillville, Indiana 46410