

ACCESS EASEMENT AGREEMENT

CV C 020102634 CV

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of the 4th day of October, 2010 by and between Barrington Ridge Baptist Church, Inc., an Indiana corporation ("BRBC") and Hook-SupeRx, L.L.C., a Delaware limited liability company ("CVS"). BRBC and CVS are referred to herein collectively as the "Parties" and individually as a "Party."

2010 OCT 14 059654

WITNESSETH:

WHEREAS, CVS is the Owner (as hereinafter defined) of a certain tract of land consisting of approximately 2.006 +/- acres located at the junction of 61st Avenue and Lake Park Avenue (SR 51) in the municipality of Hobart, Lake County, Indiana, as shown and depicted as the "CVS Tract" on the Site Plan attached hereto as **Exhibit A** (the "Site Plan") and legally described in **Exhibit B**, each of which is attached hereto and incorporated by reference herein (the "CVS Tract"); and

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2010 OCT 14 9:52 AM
MICHAEL J. HANCOCK
RECORDER

WHEREAS, BRBC is the Owner (as hereinafter defined) of a certain tract of land consisting of approximately 5.916 +/- acres located adjacent to the north of the CVS Tract at 9777 Bracken Parkway in the municipality of Hobart, Lake County, Indiana, as shown and depicted the "BRBC Tract" on the Site Plan and legally described in **Exhibit C** attached hereto and incorporated by reference herein (the "BRBC Tract"); and

WHEREAS, CVS intends to develop the CVS Tract for the construction and operation of a CVS retail pharmacy and related uses, together with adjacent paved parking and driveway areas and other site improvements, and desires certain rights and easement over a portion of the BRBC Tract and CVS Tract (collectively, the "Tracts" and individually, a "Tract") to expand and facilitate access to the CVS Tract from Lake Park Avenue, subject to the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, easements, restrictions and encumbrances contained herein, and Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. GRANT OF EASEMENTS.

A. Access Easement. BRBC, as the Owner (as defined below) of the BRBC Tract hereby grants to the Owner of the CVS Tract, its tenants, agents, vendors, licensees, customers, employees and invitees (collectively, the "Permitted Users") a permanent and exclusive right and easement for pedestrian and vehicular (both commercial and non-commercial) passage in, on, over and across any roadways, driveways, drive aisles, entrances, curb cuts, or other paved areas used for vehicular access ("Access Facilities") constructed or installed from time to time on and over that portion of the BRBC Tract shown as "Easement Location" on the Site Plan, and as more particularly described in **Exhibit D** attached hereto and incorporated by reference herein,

FILED
OCT 13 2010
PEGGY HOLLINGA
LAKE COUNTY CLERK

029818

32⁰⁰
PB

CHICAGO TITLE INSURANCE COMPANY

for purposes of use as a driveway and for providing ingress and egress from the CVS Tract to Lake Park Avenue (the "Access Easement").

B. License for Construction of Easement Areas and Access Facilities: The parties hereto acknowledge that the Owner of the CVS Tract contemplates reconstructing and installing new Access Facilities within the areas of the Access Easement (the "Easement Areas"), which shall be performed by the Owner of the CVS Tract at its sole cost and expense. In connection with any work to be performed in the initial reconstruction of the Access Facilities, and in connection with any future repair, maintenance, improvement, demolition, reconstruction and/or replacement of such Access Facilities, the Owner of the BRBC Tract grants to the Owner of the CVS Tract (and its contractors, agents, employees, materialmen and laborers) a license over the other areas of the BRBC Tract as may be necessary to facilitate the such work; provided that such construction work be conducted in a good and workmanlike manner and in accordance with Laws; and provided further that the use of such temporary license shall not unreasonably interfere with use and enjoyment of the BRBC Tract.

C. Easements for Maintenance of Easement Areas: BRBC, as the Owner of the BRBC Tract, further hereby grants to the Owner of the CVS Tract a permanent easement on, over, through and across the BRBC Tract for purposes of maintenance, repair, improvement, demolition, and replacement of the Access Facilities within the Easement Areas.

2. MAINTENANCE.

The Owner of the CVS Tract shall be responsible, at its sole cost and expense, for the maintenance and repair of the Access Facilities within the Easement Areas. Such maintenance may include, without limitation, sweeping, washing and removal of trash, litter and refuse, removal of snow and ice from pavement, painting and striping of any applicable areas, repair and replacement of paving as necessary, maintenance of any landscaped areas, and maintenance and repair of any lighting, fixtures, signage, directional signs, lines and markers.

3. MISCELLANEOUS.

A. Owner. As used herein, the term "Owner" shall mean the record owner from time to time (whether one or more persons) of title to any Tract, or portion thereof, but excluding those holding security interests for the performance of an obligation. Notwithstanding the foregoing, in the event an entire Tract is ground leased for a term of at least twenty (20) years, the ground lessee shall be deemed the Owner in lieu of such record owner provided the ground lessee assumes the obligations herein in a recorded memorandum of ground lease or other instrument of record.

B. Covenants Run With Land. This Agreement shall be perpetual in nature, shall run with the land of all Tracts, and shall benefit and be binding upon the Owners of all Tracts, their heirs, administrators, representatives, successors and assigns. Any transferee of any Tract, or any part thereof, shall automatically be deemed, by acceptance of a deed, or any ownership interest in and to a Tract, or portion thereof, to have assumed all obligations set forth herein, and to have agreed to comply with the provisions hereof.

C. Duration. This Agreement shall continue in perpetuity; provided, however, that if any term or provision hereof would otherwise be unlawful and void or voidable for violation of the rule against perpetuities or any other common law or statutory rule pertaining to the duration of such easements and rights, then such term or provision shall be effective only until the date which is twenty-one (21) years after the death of the last surviving descendant, currently living, of the former Presidents of the United States alive on the date of this Agreement. If the filing of any recorded extensions may prolong the duration of such restrictions, then such extensions shall be recorded at the appropriate time.

D. Notices. All notices, approvals, consents or requests given or made pursuant to this Agreement shall be made in writing and shall be deemed given upon receipt by personal delivery; or United States certified mail, return receipt requested, with postage prepaid; or one (1) day after deposit with a recognized overnight carrier, charges prepaid. Notices shall be addressed as follows until a new address for notices shall be designated by notice in the manner provided in this paragraph to all other Owners:

If to BRBC: Barrington Ridge Baptist Church, Inc.
 97 Bracken Parkway
 Hobart, IN 46342
 Attn: _____

If to CVS: Hook-SupeRx, L.L.C.
 c/o CVS Caremark Corporation
 One CVS Drive
 Woonsocket, RI 02895
 Attn: Property Administration Department, Store No. 6913

E. Applicable Law/Severability. This Agreement shall be construed in accordance with the laws of the state of Indian. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, to any other person or circumstance shall not be affected thereby; the remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included.

F. Cancellation/Modification. This Agreement (including exhibits) may be modified or canceled only by mutual agreement of all of the Owners as set forth in a written document and which shall be effective upon recording with the appropriate recording office.


G. Counterparts/Entire Agreement. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

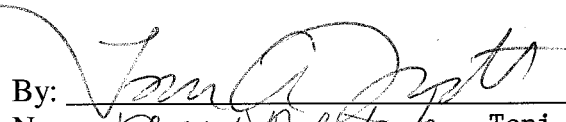
BRBC:

BARRINGTON RIDGE BAPTIST CHURCH, INC.
an Indiana corporation

By: 
Name: Lee Heid
Title: Trustee

CVS:

HOOK-SUPERX, INC.
a Delaware corporation

By: 
Name: ~~Paula Motta~~ Toni A. Motta
Title: ~~Trustee~~ Assistant Secretary

CVS Legal Approval
Thomas Bhisitkul, Esq.
Hinckley, Allen & Snyder LLP

NOTARY ACKNOWLEDGMENTS ON FOLLOWING PAGES

STATE OF INDIANA)

COUNTY OF LAKE)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Lee Kleist, whose name is signed to the foregoing instrument as Trustee of **Barrington Ridge Baptist Church, Inc.**, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on behalf of said entities on the day the same bears date.

Given under my hand and official seal this the 4th day of October, 2010.



Carol Kneifel
Notary Public

AFFIX SEAL

My commission expires: _____

STATE OF RHODE ISLAND)

COUNTY OF Providence

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Tone Motta, whose name is signed to the foregoing instrument as Jr. Sec. of **Hook-SupeRx, L.L.C.** and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on behalf of **Hook-SupeRx, L.L.C.** on the day the same bears date.

Given under my hand and official seal this the 6 day of Oct., 2010.

Susan Rao Ragosta

Susan Rao Ragosta Notary Public
Notary Public
State of Rhode Island

AFFIX SEAL

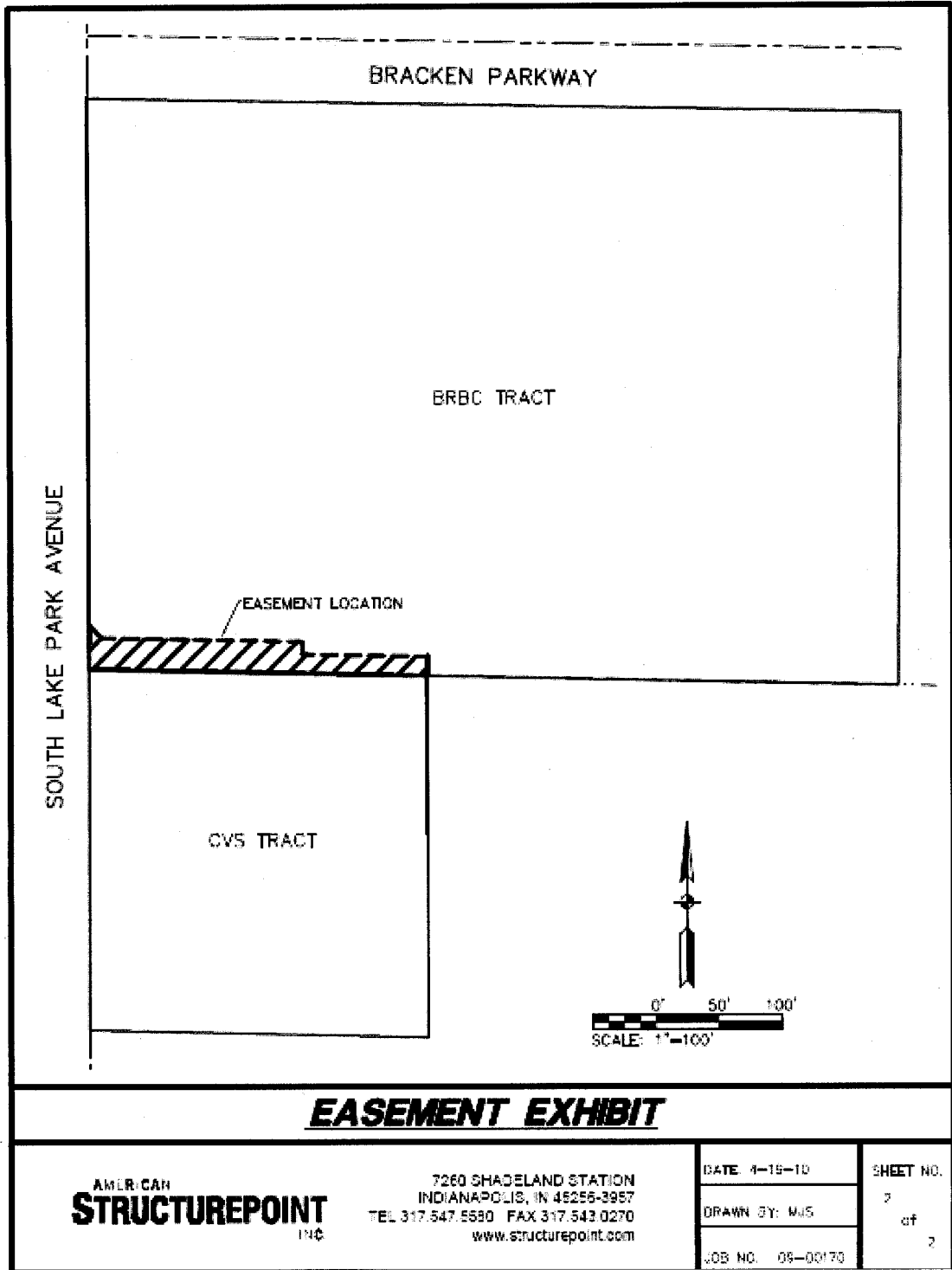
My commission expires: My Commission Expires 08/28/2012

Prepared by and after recording return to: Thomas Bhisitkul, Esq., Hinckley Allen & Snyder, LLP, 28 State Street, Boston, MA 02109

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. Thomas Bhisitkul

EXHIBIT A

Site Plan



EASEMENT EXHIBIT

AMERICAN
STRUCTUREPOINT
INC

7260 SHADELAND STATION
INDIANAPOLIS, IN 46256-3957
TEL 317.547.5590 FAX 317.543.0270
www.structurepoint.com

DATE: 4-19-10

DRAWN BY: MJS

JOB NO. 08-00170

SHEET NO.

2

of

2

"EXHIBIT B"

No: 620102634

LEGAL DESCRIPTION

Parcel 1:

The West 304 feet of the Southwest Quarter of the Southwest Quarter of Section 5, Township 35 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, except the South 1187.5 feet thereof.

Parcel 2:

Part of the West half of the West half of the Southwest quarter of the Southwest quarter of Section 5, Township 35 North, Range 7 West of the Second Principal Meridian, in the City of Hobart, Lake County, Indiana, described as follows:

Beginning at a point on the West line of said Section 5 and 1025.5 feet North of the Southwest corner thereof; thence East parallel to the South line of said Section 5, a distance of 304.26 feet, more or less, to a point 30 feet West of the East line of the West half of the West half of the Southwest 1/4 of the Southwest quarter of said Section 5; thence North parallel to the East line of the West half of the West half of the Southwest quarter of the Southwest quarter of said Section 5, a distance of 162 feet; thence West parallel to the South line of said Section 5, a distance of 139.55 feet, more or less, to a point 165.00 feet East of the West line of said Section 5; thence South parallel to the West line of said Section 5, a distance of 120.00 feet; thence West parallel to the South line of said Section 5, a distance of 165 feet to the West line of said Section 5; thence South 42.00 feet to the Point of Beginning.

Parcel 3: The North 120 feet of the South 1187.5 feet of the West 165 feet of the Southwest quarter of the Southwest quarter of Section 5, Township 35 North, Range 7 West of the Second Principal Meridian, in the City of Hobart, Lake County, Indiana.

EXHIBIT C

Legal Description of BRBC Tract

Barrington Ridge Baptist Campus, per plat thereof, recorded in Plat Book 80, Page 64 as Instrument Number 96031226, in the Office of the Recorder of Lake County, Indiana.

EXHIBIT D

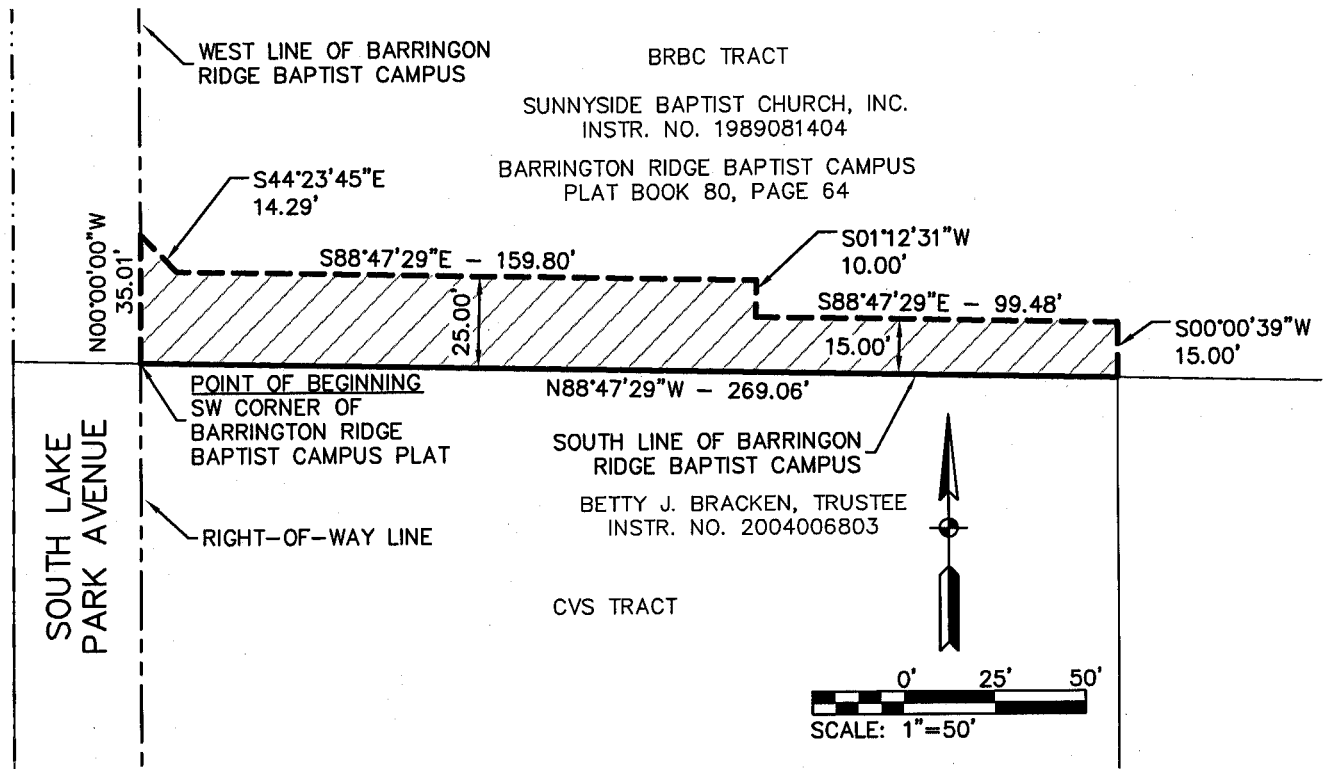
Legal Description of Access Easement Area

[Attached]

LEGAL DESCRIPTION

Part of Barrington Ridge Baptist Campus per plat thereof recorded in Plat Book 80, Page 64 in the Office of the Recorder of Lake County, Indiana, more particularly described as follows:

BEGINNING at the southwest corner of said Barrington Ridge Baptist Campus (BRBC); thence North 00 degrees 00 minutes 00 seconds West (basis of bearings per said BRBC plat) along the west line of said BRBC 35.01 feet; thence South 44 degrees 23 minutes 45 seconds East 14.29 feet to a line that is 25.00 feet north of and parallel with the south line of said BRBC; thence South 88 degrees 47 minutes 29 seconds East along said parallel line 159.80 feet; thence South 01 degree 12 minutes 31 seconds West 10.00 feet to a line that is 15.00 feet north of and parallel with the south line of said BRBC; thence South 88 degrees 47 minutes 29 seconds East along said parallel line 99.48 feet; thence South 00 degrees 00 minutes 39 seconds West 15.00 feet to the south line of said BRBC; thence North 88 degrees 47 minutes 29 seconds West along said south line 269.06 feet to the POINT OF BEGINNING. Containing 0.133 acres, more or less.



EASEMENT EXHIBIT

AMERICAN
STRUCTUREPOINT
INC.

7260 SHADELAND STATION
INDIANAPOLIS, IN 46256-3957
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

DATE: 4-19-10
DRAWN BY: MJS
JOB NO. 09-00170

SHEET NO.
1
of
2

EDIT DATE: 4/19/10 - 10:38 AM EDITED BY: MSMITH DRAWING FILE: P:\2009\00170\D. DRAWINGS\200900170.SV.2010-04-15.EXH.CHURCH EASEMENT.DWG

EDIT DATE: 4/19/10 - 10:38 AM EDITED BY: MSMITH DRAWING FILE: P:\2009\00170\DRAWINGS\200900170.SV.2010-04-15.EXH.CHURCH EASEMENT.DWG

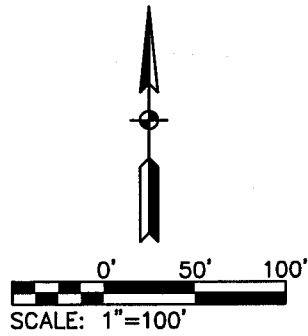
SOUTH LAKE PARK AVENUE

BRACKEN PARKWAY

BRBC TRACT

EASEMENT LOCATION

CVS TRACT



EASEMENT EXHIBIT

AMERICAN
STRUCTUREPOINT
INC.

7260 SHADELAND STATION
INDIANAPOLIS, IN 46256-3957
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

DATE: 4-19-10

DRAWN BY: MJS

JOB NO. 09-00170

SHEET NO.

2

of

2