STATE OF HISTANA LAKE COUNTY FILED FOR RECORD

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Return This Instrument To:
Daniel G. Harrington
Harrington & Tock
201 W. Springfield Ave, Suite 601
Champaign, IL 61820

PERPETUAL DRAINAGE EASEMENT

THIS EASEMENT is entered into this 22 day of Love Lev., 2010, by and between, HANSON COLD STORAGE CO. OF INDIANA, whose mailing address is 2900 S. State Street, St. Joseph, MI 49085, hereinafter called "Grantor", and Indiana Land Becknell Investors, LLC, whose mailing address is P.O. Box 1550, Champaign, Illinois 61824-1550, hereinafter called "Grantee":

WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar and No Cents (\$1.00) and other good and valuable considerations to him/her in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell and convey unto the said Grantee, a non-exclusive perpetual easement for use by the Grantee, its successors, and assigns, for drainage purposes only, over, under and across and through the following described parcel, piece or strip of land, situate, lying and being in the County of Lake, State of Indiana, to-wit (hereinafter "Easement Property"):

Exhibit "A" attached hereto and made a part hereof

It is understood and agreed by and between the Grantor and Grantee that: (i) the Grantor shall be responsible for maintaining the Easement Property, (ii) the Grantor will accept stormwater passing through the Easement Property, but the Easement property shall not be flooded or have pooled waters generated from a parcel of land known as Part of Lot "E", North Wind Crossings, recorded in Plat Book 95, page 86, in the Office of the Recorder of Lake County, Indiana, and any property that may be added to that parcel prior 15 to development of said parcel, (iii) Grantee will provide onsite stormwater pretreatment and detention as may be required by the City of Hobart ordinances and development standards AD prior to discharging stormwater to Easement Property, (iv) Grantor will not interfere, CASH unduly burden, or obstruct the drainage or the drainage facilities of Grantee in the Easement Property or do any construction or alterations within the Easement Property without the prior written consent of Grantee, and (v) Grantee shall have the right to access the care and Property at any time for the construction, maintenance, and preservation of the drainage facilities in the Easement Property and shall then restore the area to its prior condition 2 1 2010

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PEGGY HULINGA KATONA LAKE COUNTY AUDITOR This Perpetual Drainage Easement and the agreements herein shall run with the land and shall be binding upon and inure to the benefit of the Grantor and its successors and assigns and upon the Grantee and its successors and assigns. The above conveyance is made upon the condition that should the Grantee or its successors and assigns at any time abandon the Easement Property or cease to use it for drainage purposes, the title and rights herein and hereby granted and conveyed shall forthwith revert to and vest in the Grantor, or in its successors and assigns.

IN WITNESS WHEREOF, the Grantor hereunto sets his/her hand and seal on the day and year first above written.

| HANSON COLD STORAGE CO. OF INDIA | NA / |
|--|---|
| Andrew B. Janson, President | 1 for |
| Printed Name & Title | Signature |
| Kris Craig Witness Printed Name | Signature |
| STATE OF <u>Michigan</u>) SS. COUNTY OF <u>Berrien</u> | |
| the County and State aforesaid, personal HANSON COLD STORAGE CO. OF IN personally known to be the same persons winstrument, appeared before me this day in p | the undersigned Notary Public, in and for President ly appeared Andrew B. Janson of NDIANA, and Kris Craig whose names are subscribed to the foregoing erson, and acknowledged that they signed and and voluntary act for the uses and purposes |
| Given under my hand and Notarial Seal this | 22 day of November , 2010. |
| My Commission Expires: Aug 17, 201 | County of Residence: Berrien NOTARY PUBLIC |
| | (Name Typed, Printed or Stamped) |
| | his consideration of the County of Decourage |

LEGAL DESCRIPTION OF DRAINAGE EASEMENT:

THAT PART OF LOT 1 IN RESUBDIVISION OF PART OF LOT "E" & PART OF LOT "G" IN NORTH WIND CROSSINGS, A PLANNED UNIT DEVELOPMENT TO THE CITY OF HOBART, LAKE COUNTY, INDIANA, PER PLAT THEREOF RECORDED IN PLAT BOOK 100, PAGE 84, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°01'11" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 142.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°01'11" EAST, ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°58'49" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 00°01'11" WEST, A DISTANCE OF 162.74 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 89°43'56" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°01'11" EAST, A DISTANCE OF 142.64 FEET; THENCE NORTH 89°58'49" EAST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING, ALL IN THE CITY OF HOBART, LAKE COUNTY, INDIANA.

