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**CROSS-LICENSE AND MAINTENANCE SHARING AGREEMENT**

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of May, 2011, by and between CAROL E. MASON as Trustee of the Carol E. Mason Revocable Trust U/T/A dated March 3, 2004 and TIMOTHY J. MASON and ANGELA C. MASON, husband and wife.

**WITNESSETH:**

WHEREAS, Carol E. Mason as Trustee of the Carol E. Mason Revocable Trust U/T/A dated March 3, 2004 is the owner of certain real property located in the Hillcrest Subdivision in Cedar Lake, Lake County, Indiana; and

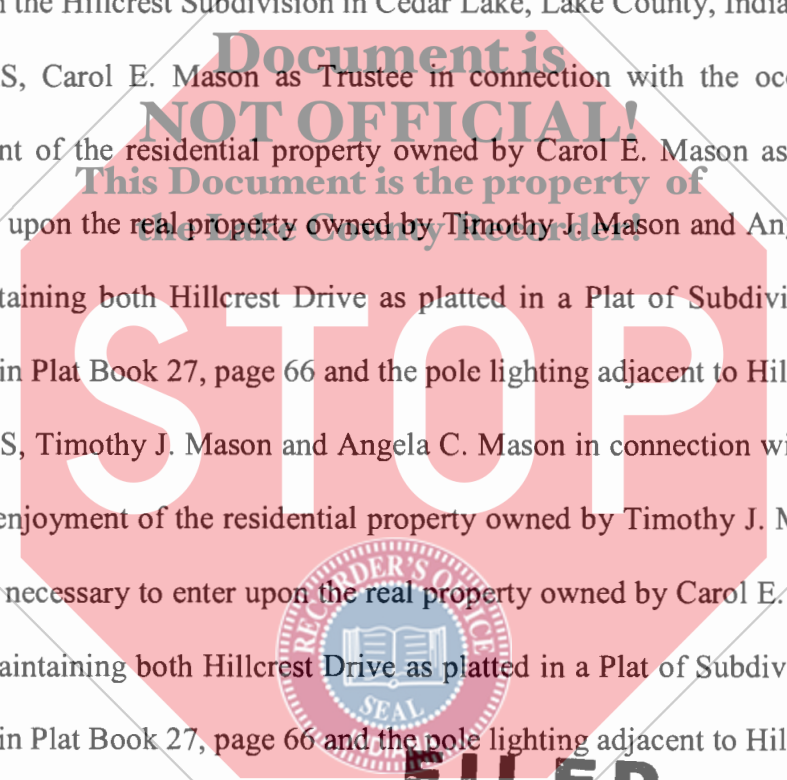
WHEREAS, Timothy J. Mason and Angela C. Mason, husband and wife, are the owners of certain real property, located adjacent to the real estate owned by Carol E. Mason as Trustee, and also located in the Hillcrest Subdivision in Cedar Lake, Lake County, Indiana;

WHEREAS, Carol E. Mason as Trustee in connection with the occupancy, use and peaceful enjoyment of the residential property owned by Carol E. Mason as Trustee deems it necessary to enter upon the real property owned by Timothy J. Mason and Angela C. Mason for purposes of maintaining both Hillcrest Drive as platted in a Plat of Subdivision, recorded on October 10, 1947 in Plat Book 27, page 66 and the pole lighting adjacent to Hillcrest Drive; and

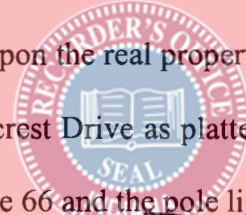
WHEREAS, Timothy J. Mason and Angela C. Mason in connection with the occupancy, use and peaceful enjoyment of the residential property owned by Timothy J. Mason and Angela C. Mason deem it necessary to enter upon the real property owned by Carol E. Mason as Trustee for purposes of maintaining both Hillcrest Drive as platted in a Plat of Subdivision, recorded on October 10, 1947 in Plat Book 27, page 66 and the pole lighting adjacent to Hillcrest Drive; and

WHEREAS, both parties desire to exercise certain rights and privileges upon each others real property.

2011 025948



STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
MAY 6 AM 9:48  
MICHAEL J. JONAS  
RECORDER



**FILED**  
MAY 06 2011

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

**026611**

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NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and of the mutual benefits to be derived herefrom, the parties agree as follows:

1. Carol E. Mason as Trustee of the Carol E. Mason Revocable Trust U/T/A dated March 3, 2004 is the owner of the real property described in Exhibit "A", which is attached hereto and incorporated herein by reference as if fully set forth.

2. Timothy J. Mason and Angela C. Mason, husband and wife, are the owners of the real property described in Exhibit "B", which is attached hereto and incorporated herein by reference as if fully set forth.

3. Both parties grant to each other the right to enter upon their real property as shown in Exhibits "A" and "B" for the purposes of maintaining, replacing, repairing, cleaning, snow plowing and performing any other legal and permissible act relating to Hillcrest Drive as platted in the Plat of Subdivision, recorded October 10, 1947 in Plat Book 27, page 66 (see Exhibit "C", attached hereto and incorporated herein); and for the further purposes of maintaining, repairing and replacing the pole lighting adjacent to Hillcrest Drive.

4. Each of the parties hereto hereby indemnifies and agrees to defend and hold harmless each other from and against all costs, loss, damage, charge, expense, claim, lien or liability (including attorneys' fees and expenses) incurred by either party in performing the purposes of this Agreement.

5. This Cross-License and Maintenance Sharing Agreement shall endure for as long as the purposes of this Agreement continue. This Agreement is made expressly for the benefit of, and shall be binding on the heirs, personal representatives, successors in interest and assigns of the respected parties. The license, right and privileges granted by this Agreement are not exclusive, and Carol E. Mason as Trustee reserves and retains the right to convey similar licenses and rights to such other persons as Carol E. Mason as Trustee may deem proper.

6. The parties shall have the duty to repair, replace and maintain the property and pole lighting subject to this agreement and shall at all times keep the property free and open for the benefit of each other and any invitees. Each of the parties hereto shall, at all times, act so as to safeguard the property and pole lighting which is the subject matter of this Agreement. The owners of the following properties shall pay the following share of the costs to maintain, replace and repair the property and pole lighting which is the subject matter of this Agreement:

11210 Wicker Avenue	25%
11220 Wicker Avenue	25%
11226 Wicker Avenue	25%
11266 Wicker Avenue	25%

7. This Cross-License and Maintenance Sharing Agreement may be terminated by written agreement signed by the parties and their successors in interest. This Agreement shall also terminate if the purposes of the Agreement cease to exist, are abandoned by the parties, or become impossible to perform.

8. This Agreement may be recorded.

9. This Agreement contains the entire agreement between the parties relating to the purposes expressed herein. Any oral representations or modifications concerning this Agreement shall be of no force or effect. Any modifications of this Agreement must be in writing and must be signed by both parties.

10. If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the performance hereunder, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

Executed at Schererville, Indiana on the day and year written above.

CAROL E. MASON as Trustee of the  
Carol E. Mason Revocable Trust  
U/T/A dated March 3, 2004

By: Carol E. Mason as Trustee

TIMOTHY J. MASON

Angela C. Mason

ANGELA C. MASON

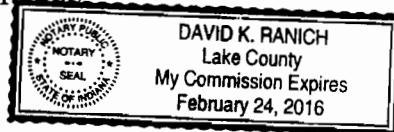
STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

On this 5<sup>th</sup> day of May, 2011, before me, a notary public in and for said County and State, personally appeared CAROL E. MASON as Trustee of the Carol E. Mason Revocable Trust U/T/A dated March 3, 2004, and acknowledged that she executed the foregoing instrument as her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

My commission expires: \_\_\_\_\_  
My county of residence: \_\_\_\_\_

*David K. Ranich*  
\_\_\_\_\_  
Notary Public



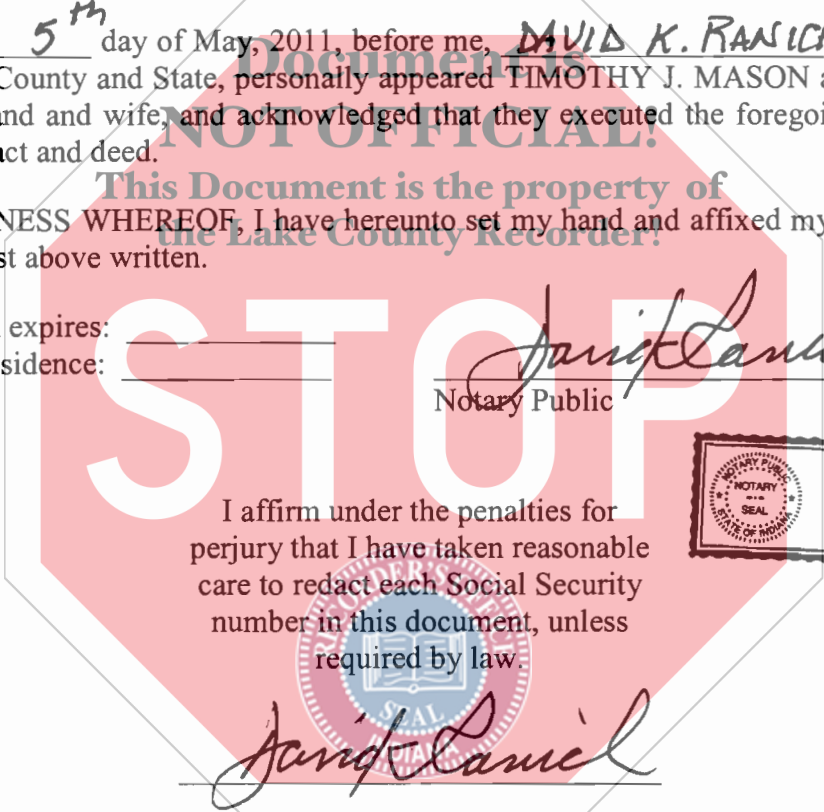
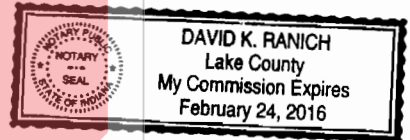
STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

On this 5<sup>th</sup> day of May, 2011, before me, DAVID K. RANICH a Notary Public in and for said County and State, personally appeared TIMOTHY J. MASON and ANGELA C. MASON, husband and wife, and acknowledged that they executed the foregoing instrument as their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

My commission expires: \_\_\_\_\_  
My county of residence: \_\_\_\_\_

*David K. Ranich*  
\_\_\_\_\_  
Notary Public



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.

*David K. Ranich*  
\_\_\_\_\_

This document was prepared by and once recorded should be returned to David K. Ranich, Hinshaw & Culbertson LLP, 322 Indianapolis Blvd., Suite 201, Schererville, Indiana 46375.

**EXHIBIT "A"**

The west 415 feet of Tract 4 (containing 1.66 acres) and the west 415 feet of Tract 5 (containing 1.53 acres) in Hillcrest;

and

Tracts 1 and 2 in Hillcrest as shown in Plat Book 27, page 66 in Lake County, Indiana (containing 19.95 acres).



**EXHIBIT "B"**

Tract 3 in Hillcrest Subdivision as per plat thereof, recorded in Plat Book 27, page 66 in Lake County, Indiana (containing 2.50 acres).



**EXHIBIT "C"**

Being a parcel of land lying between Tracts 3 and 4 of Hillcrest, a subdivision of the NE ¼ of Section 8, Township 34 North, Range 9 West of the 2<sup>nd</sup> Principal Meridian as shown in Plat Book 25, page 66 in the Office of the Recorder of Lake County, Indiana, more particularly described as follows:

Beginning at the NE corner of said Tract 3; thence Westerly along the North line of said Tract 3, a distance of 336.70 feet to a point of deflection; thence continuing along the North line of said Tract 3, a distance of 338.65 feet to the NW corner of said Tract 3; thence North, a distance of 22.00 feet to the SW corner of said Tract 4; thence Easterly along the south line of said Tract 4, a distance of 338.65 feet to a point of deflection; thence continuing along the South line of said Tract 4, a distance of 336.70 feet; thence South, a distance of 22.00 feet to the point of beginning, excepting therefrom the East 50 feet for the right-of-way of US Route 41.

