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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHELLE C. FAJMAN
RECORDER

CROSS REFERENCE TO MOST RECENT
DEED OF RECORD:

GRANTEE: Hanover Township Trustee

DATE OF DEED: June 26, 2006

DATE DEED RECORDED: July 17, 2006

DEED DOCUMENT NO.: 2006-061535

RETURN TO: ↓

GLENN R. PATTERSON, ESQ.
LUCAS, HOLCOMB & MEDREA, LLP
300 EAST 90TH DRIVE
MERRILLVILLE, IN 46410

**GRANT OF EASEMENT
(Non-Exclusive Motor Vehicle Ingress and Egress)**

This Grant Of Non-Exclusive Motor Vehicle Ingress And Egress Easement (herein the "Easement") is made by **Mitchell Lopez**, as the **Hanover Township Trustee**, on behalf of **Hanover Township, Lake County, Indiana**, a unit of local government, and on behalf of his successors and assigns as said Trustee (collectively, the "Grantor"), and by Grantor and **SVT, LLC**, an **Indiana limited liability company** (herein "SVT") with respect to certain obligations agreed to herein.

WHEREAS, a portion of certain real estate owned by SVT is encumbered by that certain Easement Agreement dated March 21, 2001 and recorded on March 21, 2001 as Document No. 2011-020539 in the Office of the Recorder of Lake County, Indiana (the "Easement Agreement") which Easement Agreement created an easement for ingress and egress to and from Parrish Avenue and certain real estate (the "Existing Access Easement") owned by **Alfred W. Bunge, Jr.** (herein "Bunge"), **Cedar Lake Ventures One, LLC**, an **Indiana limited liability company** (herein "Venture"), **Lake County Trust Company**, as Trustee of Trust No. P-4476 dated April 20, 1998 (herein "Trust P-4476"), and the **Town of Cedar Lake, in the County of Lake, in the State of Indiana** (the "Town"), and to each of their respective successors and assigns (the "Successors and Assigns", and together with SVT, Bunge, Venture, Trust P-4476 and the Town, the "Grantees"); and

WHEREAS, subject to the conditions precedent enumerated in Paragraph 5 hereof, SVT has requested that Grantor grant to the Grantees a non-exclusive motor vehicle ingress and egress easement over and upon certain real estate owned by Grantor, to facilitate the release and relocation of the Existing Access Easement to the north (the "Relocated Access Easement") in connection with the redevelopment of the **SVT Real Estate** (as defined below) and the **Bunge Real Estate** (as defined below) in

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LAKE COUNTY AUDITOR

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accordance with plans and specifications for same as approved by the Town (the "Redevelopment Project").

NOW THEREFORE, the Grantor, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant, bargain, sell and convey to the Grantees, effective, if ever, as of the Effective Date (as defined below in Paragraph 5), a perpetual, non-exclusive motor vehicle ingress and egress easement in, over and upon the following described real estate (the "Servient Estate"):

Part of the East 125.00 feet of the Northeast $\frac{1}{4}$ of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana, described as follows: Commencing at the Northeast corner of said Section 28; thence South 00 degrees 00 minutes 00 seconds West (an assumed bearing) 376.57 feet along the East line of said Section 28; thence North 90 degrees 00 minutes 00 seconds West, a distance of 30.00 feet to the West right of way line of Parrish Avenue (60 feet wide), said point also being the point of beginning; thence South 00 degrees 00 minutes 00 seconds West, along said West right of way line, a distance of 27.00 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 95.00 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 27.00 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 95.00 feet to the point of beginning, containing 0.0588 acres more or less.

and which Easement shall be for and to the benefit of the Grantees and the following described real estate (collectively, the "Dominant Estates"):

Parcel 1 (the "SVT Real Estate"): Part of the East 525 feet of the Northeast $\frac{1}{4}$ of Section 28, Township 34 North, Range 9 West of the 2nd Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana, described as follows: Commencing at the Northeast corner of said Section 28; thence South 00 degrees 00 minutes 00 seconds West, (an assumed bearing), 429.57 feet along the East line of said Section 28, to the Southeast corner of a parcel described to Lake County Public Library in Document No. 125489 recorded September 25, 1990; thence South 90 degrees 00 minutes 00 seconds West, 30.00 feet along the South line of said Library parcel to the point of beginning; thence South 00 degrees 00 minutes 00 seconds West 202.17 feet to the Northeast corner of a parcel described to Armstrong and Gintert in Document No. 95044336, recorded on August 7, 1995; thence South 90 degrees 00 minutes 00 seconds West, 333.15 feet along the North line of said Armstrong and Gintert parcel and its extension to the Northeast corner of a parcel described to Mager in Document No. 95020352, recorded on April 13, 1995; thence North 00 degrees 00 seconds East 202.17 feet along its extension of the East line of said Mager parcel; thence North 90 degrees 00 minutes 00

seconds East, 43.15 feet; thence North 00 degrees 00 seconds East, 51.21 feet to the Southwest corner of Parcel 3 as described to DeMotte State Bank in Document No. 99074848, recorded September 10, 1999; thence North 90 degrees 00 minutes 00 seconds East, 185.00 feet to the Southeast corner of said DeMotte State Bank parcel; thence South 00 degrees 00 minutes 00 seconds East, 53.00 feet; thence South 90 degrees 00 minutes 00 seconds East, 10.00 feet to the Southwest corner of said Library parcel; thence continuing South 90 degrees 00 minutes 00 seconds East, 95.00 feet along the South line of said Library parcel to the point of beginning.

AND

Part of the East 525 feet of the Northeast $\frac{1}{4}$ of Section 28, Township 34 North, Range 9 West of the 2nd Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana, described as follows: Commencing at the Northeast corner of said Section 28; thence South 00 degrees 00 minutes 00 seconds West, (an assumed bearing), 904.77 feet along the East line of said Section 28; thence South 90 degrees 00 minutes 00 seconds West, 30.00 feet to the Southeast corner of Parcel III as described to Martin Mager in a Warranty Deed recorded as Document No. 084067 on February 12, 1990 and to the point of beginning; thence South 90 degrees 00 minutes 00 seconds West, 333.15 feet along the South line of said Mager parcel; thence North 00 degrees 00 minutes 00 seconds East, 99.36 feet to the Southeast corner of a parcel described to Mager in Document No. 95020352, recorded on April 13, 1995; thence North 90 degrees 00 minutes 00 seconds East, 281.55 feet to the West line of a parcel described to Armstrong and Gintert in Document No. 95044336, recorded on August 7, 1995; thence South 00 degrees 00 minutes 00 seconds West, 40.00 feet along the West line of said Armstrong and Gintert parcel to the Southwest corner of said Armstrong and Gintert parcel; thence South 90 degrees 00 minutes 00 seconds East, 51.60 feet along the South line of said Armstrong and Gintert parcel to the Southeast corner of said Armstrong and Gintert parcel; thence South 00 degrees 00 minutes 00 seconds West, 59.36 feet to the point of beginning.

AND

That part of the Northeast Quarter of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian, described as follows: Commencing at the Northeast corner of said Section 28; thence South along the East line of said Section 28, a distance of 631.74 feet; thence West at 90 degrees a distance of 283.15 feet to the point of beginning; thence South along a line parallel to and 283.15 feet West of the East line of said Section 28, a distance of 173.67 feet; thence West at 90 degrees,

a distance of 80.00 feet; thence North along a line parallel to and 363.15 feet West of the East line of said Section 28, a distance of 173.67 feet; thence East a distance of 80.00 feet to the point of beginning, all in Cedar Lake, Lake County, Indiana.

AND

That part of the Northeast Quarter of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian described as follows: Commencing at the Northeast corner of said Section 28; thence South along the East line of said Section 28, a distance of 631.74 feet; thence West a 90 degrees a distance of 162.15 feet to the point of beginning; thence South along a line parallel to and 162.15 feet West of the East line of said Section 29, a distance of 173.67 feet; thence West at 90 degrees a distance of 121.00 feet; thence North along a line parallel to and 283.15 feet West of the East line of said Section 28, a distance of 173.67 feet; thence East a distance of 121.00 feet to the point of beginning, all in Cedar Lake, Lake County, Indiana.

AND

Part of the Northeast Quarter of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana, described as follows: Commencing at the Northeast corner of said Section 28; thence South along the East line of said Section, 631.74 feet; thence West 81.60 feet for the point of beginning of the tract herein described; thence South, parallel to the East line 173.67 feet; thence West 80.55 feet; thence North, parallel to the East line, 173.67 feet; thence East 80.55 feet to the point of beginning.

AND

That part of the Northeast Quarter of Section 28, Township 34 North, Range 9 West of the 2nd Principal Meridian, in the Town of Cedar Lake, in Lake County, Indiana, more particularly described as follows: Commencing at the Northeast corner of said Section 28; thence South 0 degrees 00 minutes 00 seconds East (all bearings assumed), along the East line of said Section 28, a distance of 631.74 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 30.00 feet to the point of beginning; thence continuing along the last described course, a distance of 51.60 feet; thence South 0 degrees 00 minutes 00 seconds West, along an existing wall line being parallel with the East line of said Section 28, a distance of 213.67 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 51.60 feet; thence North 0 degrees 00 seconds 00 minutes East, along a line parallel with the East line of said Section 28, a distance of 213.67 feet to the point of beginning.

Parcel 2 (the "Bunge Real Estate"): That part of the Northeast Quarter of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at the Northeast corner of said Section 28; thence South 00 degrees 00 minutes 00 seconds West, (assumed bearing), 427.78 feet along the East line of said Section 28; thence South 90 degrees 00 minutes 00 seconds West, 363.15 feet to the East line extended North of a parcel described to Raymond, Ruth, Martin and Anna Mager in a Trustee's Deed recorded April 13, 1995 as Document No. 95020352 in the Recorder's Office of said County and to the Point of Beginning of said part; thence South 00 degrees 00 minutes 00 seconds West, 476.99 feet along said East line extended North, the East line and the East line extended South of said Mager parcel to the South line of a Parcel 3 as described to Martin Mager in a Warranty Deed recorded February 12, 1990 as Document No. 084067 in the Recorder's Office of said county; thence South 90 degrees 00 minutes 00 seconds West along said South line, 161.85 feet to the West line of the East 525.00 feet of said Northeast Quarter; thence North 00 degrees 00 minutes 00 seconds East, 346.99 feet along said West line to the South line of a parcel described to Utilities, Inc. in a Trustee's Deed recorded March 16, 2001 as Document No. 2001 019110 in the Office of the Recorder of said county; thence North 90 degrees 00 minutes 00 seconds East, 85.00 feet along said South line to the Southeast corner of said Utilities, Inc. parcel; thence North 00 degrees 00 minutes 00 seconds East, 126.63 feet along the East line of said Utilities, Inc. parcel and its extension to the beginning of a non-tangent curve; thence Easterly along the arc of a curve that is concave Southerly with a radius of 190.00 feet and a chord bearing North 84 degrees 35 minutes 04 seconds East, 35.86 feet an arc length 35.91 feet to a point of tangency; thence North 90 degrees 00 minutes 00 seconds East, 41.15 feet to the point of beginning, EXCEPT THE FOLLOWING PARCEL: Commencing at the Northeast corner of said Section 28; thence South along the East line of said Section 28, a distance of 631.74 feet; thence West at 90 degrees a distance of 363.15 feet to the point of beginning; thence South along a line parallel to and 363.15 feet West of the East line of said Section 28, a distance of 173.67 feet; thence West at 90 degrees a distance of 80.67 feet; thence North along a line parallel to and 443.82 feet West of the East line of said Section 28, a distance of 173.67 feet; thence East a distance of 80.67 feet to the point of beginning, in Lake County, Indiana.

AND

That Part of the Northeast Quarter of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at the Northeast corner of said Section

28; thence South along the East line of said Section 28, a distance of 631.74 feet; thence West at 90 degrees a distance of 363.15 feet to the point of beginning; thence South along a line parallel to and 363.15 feet West of the East line of said Section 28, a distance of 173.67 feet; thence West at 90 degrees a distance of 80.67 feet; thence North along a line parallel to and 443.82 feet West of the East line of said Section 28, a distance of 173.67 feet; thence East a distance of 80.67 feet to the point of beginning, in Lake County, Indiana.

Parcel 3 (the real estate owned by Venture): Lots 2, 3, 4, 5, 6, 7 and 8, in Lincoln Plaza West, an Addition to Cedar Lake, as per Plat thereof, recorded in Plat Book 91, page 94 in the Office of the Recorder of Lake County, Indiana, excepting therefrom that part of Lots 2, 3 and 8 that was re-platted into Vanco Addition Two-Phase One, an Addition to the Town of Cedar Lake, as per plat thereof, recorded in Plat Book 104, page 62, in the Office of the Recorder of Lake County, Indiana, and also excepting therefrom, the following parcel: Part of the East half of the Northeast quarter of section 28, Township 34 North, Range 9 West of the 2nd Principal Meridian, in Cedar Lake, Lake County, Indiana, said part being described as follows: Commencing at the Southernmost Southwest corner of an easement described as drainage and utility easement "B" in document number 899688 and recorded on February 2, 1987 in the Office of the Recorder of said county, thence South 00 degrees 00 minutes 35 seconds west, 9.23 feet along the west line of said east half of the Northeast Quarter to the point of beginning; thence South 45 degrees 16 minutes 18 seconds East, 95.66 feet; thence North 44 degrees 43 minutes 42 seconds East, 30.00 feet; thence North 45 degrees 16 minutes 18 seconds West, 55.00 feet; thence South 89 degrees 59 minutes 50 seconds East, 472.00 feet; thence North 00 degrees 00 minutes 10 seconds East, 120.00 feet; thence South 89 degrees 59 minutes 50 seconds East, 125.00 feet; thence South 00 degrees 00 minutes 10 seconds West, 120.00 feet; thence South 89 degrees 59 minutes 50 seconds East, 159.64 feet to the East line of Parcel 2 as shown on a plat of survey by Plumb, Tuckett And Associates Inc. recorded as Document Number 99032464 in Survey Book 6, Page 6 on 4/16/99 in the office of said recorder; thence South 00 degrees 00 minutes 00 seconds West, 123.43 feet along said East line to the South line of said parcel 2; thence North 90 degrees 00 minutes 00 seconds West, 806.66 feet along said South line to said West line of said East half of the Northeast quarter; thence North 00 degrees 00 minutes 35 seconds East, 130.77 feet along last said West line to the point of beginning, containing 2.58 acres more or less.

AND

Lot 2 in Vanco Addition Two-Phase One, an Addition to the Town of Cedar Lake, as per plat thereof, recorded in Plat Book 104, page 62, in the Office of the Recorder of Lake County, Indiana.

Parcel 4 (the real estate owned by Trust P-4476): Lot 1, Vanco Addition Two-Phase One, an Addition to the Town of Cedar Lake, as per plat thereof, recorded in Plat Book 104, page 62, in the Office of the Recorder of Lake County, Indiana.

Parcel 5 (the real estate owned by the Town): Part of the East half of the Northeast quarter of section 28, Township 34 North, Range 9 West of the 2nd Principal Meridian, in Cedar Lake, Lake County, Indiana, said part being described as follows: Commencing at the Southernmost Southwest corner of an easement described as drainage and utility easement "B" in document number 899688 and recorded on February 2, 1987 in the Office of the Recorder of said county, thence South 00 degrees 00 minutes 35 seconds west, 9.23 feet along the west line of said east half of the Northeast Quarter to the point of beginning; thence South 45 degrees 16 minutes 18 seconds East, 95.66 feet; thence North 44 degrees 43 minutes 42 seconds East, 30.00 feet; thence North 45 degrees 16 minutes 18 seconds West, 55.00 feet; thence South 89 degrees 59 minutes 50 seconds East, 472.00 feet; thence North 00 degrees 00 minutes 10 seconds East, 120.00 feet; thence South 89 degrees 59 minutes 50 seconds East, 125.00 feet; thence South 00 degrees 00 minutes 10 seconds West, 120.00 feet; thence South 89 degrees 59 minutes 50 seconds East, 159.64 feet to the East line of Parcel 2 as shown on a plat of survey by Plumb, Tuckett And Associates Inc. recorded as Document Number 99032464 in Survey Book 6, Page 6 on 4/16/99 in the office of said recorder; thence South 00 degrees 00 minutes 00 seconds West, 123.43 feet along said East line to the South line of said parcel 2; thence North 90 degrees 00 minutes 00 seconds West, 806.66 feet along said South line to said West line of said East half of the Northeast quarter; thence North 00 degrees 00 minutes 35 seconds East, 130.77 feet along last said West line to the point of beginning, containing 2.58 acres more or less.

AND

Part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana described as follows: Commencing at the Northeast corner of said Section 28; thence South 00 degrees 00 minutes 00 seconds West (all bearings assumed) along the East line of said Section 28 a distance of 457.78 feet; thence South 90 degrees 00 minutes 00 seconds West, 440.00 feet to the Northeast corner of a parcel

described to Utilities, Inc. in a Trustee's Deed recorded as Document Number 886311 on November 17, 1986 and the point of beginning; thence continuing South 90 degrees 00 minutes 00 seconds West 100.00 feet along the North line of said Utilities, Inc. parcel; thence South 00 degrees 00 minutes 00 seconds West 100.00 feet along the West line of said Utilities, Inc. parcel and its extension; thence South 90 degrees 00 minutes 00 seconds East, 100.00 feet to the extension of the East line of said Utilities, Inc. parcel; thence North 00 degrees 00 minutes 00 seconds East, 100.00 feet along said extension of the East line and the East line of said Utilities, Inc. parcel to the point of beginning.

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

1. **EASEMENT PURPOSE**. The non-exclusive Easement shall be solely for the purpose of motor vehicle ingress and egress to and from Parrish Avenue and the Dominant Estates in, over and upon the Servient Estate, and for no other purpose.
2. **RIGHTS RESERVED BY GRANTOR**. Grantor reserves the non-exclusive right to use the Servient Estate solely for the purpose of ingress and egress to and from Parrish Avenue, and the adjacent real estate owned by Grantor.
3. **EASEMENT APPURTENANT**. The non-exclusive Easement herein granted is appurtenant to, and shall run with the land and shall be for the use and benefit of the Dominant Estates and the Grantees, 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.
4. **OBLIGATIONS OF GRANTOR AND SVT**. For and in consideration of the granting of the non-exclusive Easement herein, the benefits of which will inure to each of the Grantees as of the Effective Date, SVT and Grantor agree as follows:
 - a. That SVT shall, at its sole cost and expense, repave and restripe the parking area for the Hanover Township Government Center located north of and adjacent to the Servient Estate as depicted on the site plan shown on Exhibit "A" hereto (herein the "Township Parking Area"), which repaving shall be in accordance with the same plans and specifications as are approved by the Town for the parking areas to be repaved on the SVT Real Estate and the Bunge Real Estate in connection with the Redevelopment Project (herein the "Township Parking Improvements"), which Township Parking Improvements are hereby approved and agreed to by Grantor without qualification, limitation or exception, but which Township Parking Improvements shall nevertheless

be subject to Grantor's acceptance thereof as having been completed in accordance with said plans and specifications.

b. That SVT shall construct, at its sole cost and expense, a motor vehicle driveway over and across the Servient Estate as depicted on the site plan shown on Exhibit "B" hereto, in accordance with plans and specifications approved by the Town in connection with the Redevelopment Project (herein the "Driveway Improvements"), which Driveway Improvements are hereby approved and agreed to by Grantor, without qualification, limitation or exception, but which Driveway Improvements are subject to Grantor's acceptance as having been completed in accordance with said plans and specifications.

c. That SVT shall construct, at SVT's sole cost and expense, the parking area site improvements for the parcel of Grantor's land located adjacent to and south of the Servient Estate, as depicted on the site plan shown on Exhibit "C" hereto, and legally described on Exhibit "D" hereto (the "South Parcel Parking Area"), in accordance with the plans and specifications for same as approved by the Town (the "South Parcel Parking Improvements"), which South Parcel Parking Improvements are hereby approved and agreed to by Grantor, without qualification, limitation or exception, but which South Parcel Parking Improvements are subject to Grantor's acceptance as having been completed in accordance with said plans and specifications.

d. Upon and after the completion of the Township Parking Improvements in accordance with Paragraph 4.a., and subject to the rights of the Grantor as to its acceptance thereof, SVT shall thereafter have no obligation to maintain (including snow and ice removal), repair or replace the Township Parking Improvements, or to contribute to the cost and expense thereof.

e. Grantor shall have no obligation to construct, maintain, repair or replace, either the Driveway Improvements or the South Parcel Parking Improvements, or to contribute to the cost and expense thereof.

f. SVT shall, at its sole cost and expense (subject to the terms and provisions of any reimbursement obligation agreed to between SVT and Bunge), maintain (including snow and ice removal), repair and replace as needed, the Driveway Improvements and the South Parking Parcel Improvements.

g. Upon the execution of this Easement by Grantor, SVT shall reimburse Grantor for all costs and expenses incurred by Grantor in connection with this Easement, including but not limited to, attorneys',

engineers' and surveyors' fees, not to exceed in the aggregate, One Thousand Five Hundred Dollars (\$1,500.00), within thirty (30) days after SVT's receipt of Grantor's invoice for same.

5. **CONDITIONS PRECEDENT AND EFFECTIVE DATE.** Notwithstanding the foregoing, the grant of the easement described herein and the obligations of Grantor and SVT under Paragraph 4., are all hereby expressly conditioned upon the satisfaction of each of the following conditions precedent, each of which is for the sole benefit of SVT, and may only be waived by SVT in writing:

a. SVT's closing on the purchase of the real estate described on Exhibit "E" hereto from Venture which is required for the Relocated Access Easement (the "Additional Access Parcel"), on terms and conditions that are satisfactory to SVT in its sole discretion; and

b. SVT obtaining a fully executed and recorded release of the Existing Access Easement under the Easement Agreement; and

c. SVT entering into an agreement with Bunge for the joint development and improvement of the SVT Real Estate and the Bunge Real Estate, on terms and conditions that are satisfactory to SVT in its sole discretion; and

d. SVT and Bunge obtaining all consents, approvals and permits that are required for the Redevelopment Project, including but not limited to, the subdivision of the SVT Real Estate, the Bunge Real Estate and the Additional Access Parcel, the Town's approval of the site plan for the SVT Real Estate, the Bunge Real Estate and the Additional Access Parcel, and the granting of all variances and waivers required therefor, all on such terms and conditions as are satisfactory to SVT in its sole discretion; and

e. SVT's closing on the purchase of Taxable Economic Development Revenue Bonds from the Town on terms and conditions that are satisfactory to SVT in its sole discretion, and

f. This Easement not being terminated by Grantor and SVT pursuant to Paragraph 6.

Notwithstanding the date of the execution and delivery hereof by Grantor and SVT, the effective date of the grant of the easement described herein, and the date on which the obligations of Grantor and SVT shall arise under Paragraph 4., shall be that date, if any, on which each of the conditions precedent set forth above has been either satisfied or waived in writing by SVT (the "Effective Date"), and until the Effective Date, this grant of easement, and the rights and

obligations of the Grantor and Grantees as set forth herein, shall have no legally binding force or effect whatsoever, without qualification, limitation or exception.


6. **TERMINATION.** This Easement, and all of the rights and obligations of Grantor and the Grantees set forth therein, shall terminate on the second (2nd) anniversary of the execution hereof by Grantor, in the event that all of the conditions precedent set forth above in Paragraph 5. have not been satisfied or waived in writing by SVT prior thereto; provided, however, that this Easement may be terminated at any time prior to the Effective Date by a written instrument executed by Grantor and SVT in recordable form, and recorded in the Office of the Recorder of Lake County, Indiana.

7. **SITE PLAN AND LEGAL DESCRIPTION CONFLICTS.** In the event of a conflict between the legal description of the Servient Estate set forth above, and the depiction of the Servient Estate on Exhibit "B" hereto, the legal description of the Servient Estate as set forth above shall govern and control in all respects. In the event of a conflict between the legal description of the South Parcel Parking Area set forth on Exhibit "D", and the depiction of the South Parcel Parking Area on Exhibit "C", the legal description of the South Parcel Parking Area on Exhibit "D" shall govern and control.


8. **CORPORATE/ENTITY AUTHORITY.** The undersigned persons executing this Easement on behalf of their respective legal entities, represent and certify that they are duly elected or appointed officers or representatives of said entities, and are fully empowered to execute and deliver this Easement, and that all necessary action for the making of this Easement has been taken and done.

IN WITNESS WHEREOF, the Grantor and SVT have executed and delivered this instrument to be effective, if at all, on the Effective Date.

HANOVER TOWNSHIP, Lake County, Indiana,
a unit of local government

By: 
Mitchell Lopez, Hanover Township
Trustee

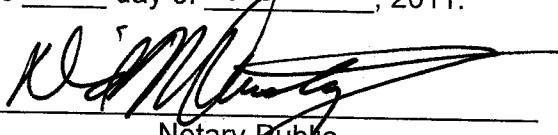
SVT, LLC, an Indiana limited liability
company

By: 
David A. Wilkinson, President

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mitchell Lopez, not individually, but as the duly elected and authorized Hanover Township Trustee, on behalf of Hanover Township, Lake County, Indiana, a unit of local government, who acknowledged the execution of the foregoing Grant Of Easement.

WITNESS my hand and notarial seal this 16th day of December, 2011.



Notary Public
Printed Name: DAVID M. AUSTGEN

My Commission Expires:

County of Residence:

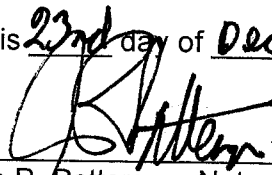
DAVID M. AUSTGEN
Notary Public, Seal
State of Indiana
Lake County
My Commission Expires
October 19, 2018



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David Wilkinson, not individually, but as the duly authorized President of SVT, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Grant Of Easement.

WITNESS my hand and notarial seal this 23rd day of December, 2011.



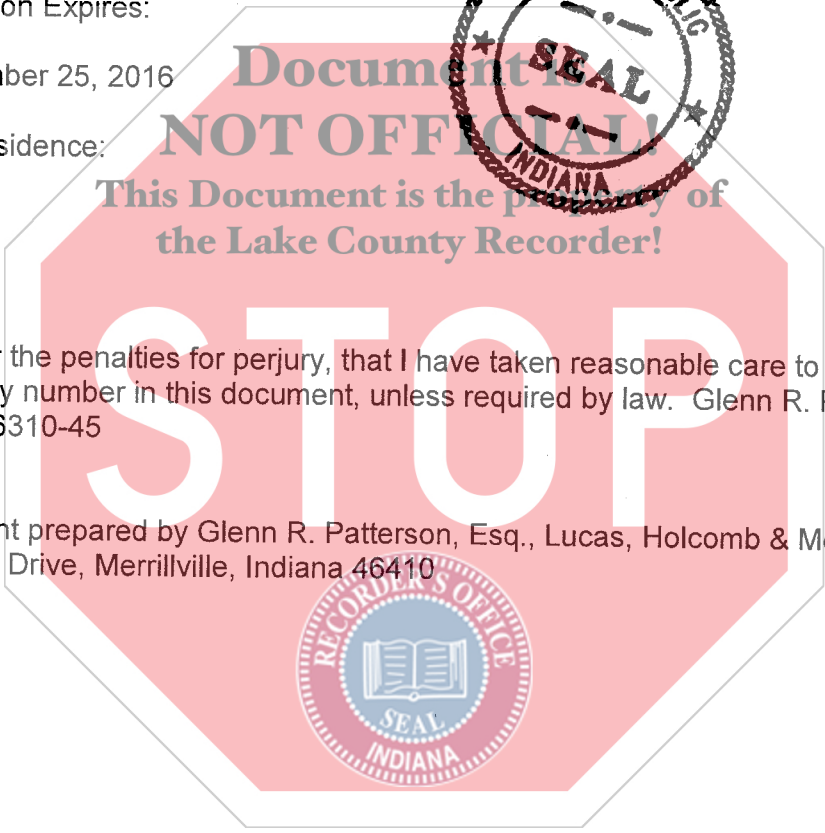
Glenn R. Patterson, Notary Public

My Commission Expires:

November 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, Attorney No. 6310-45

This instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Medrea, LLP, 300 East 90th Drive, Merrillville, Indiana 46410

TOWNSHIP PARKING AREA

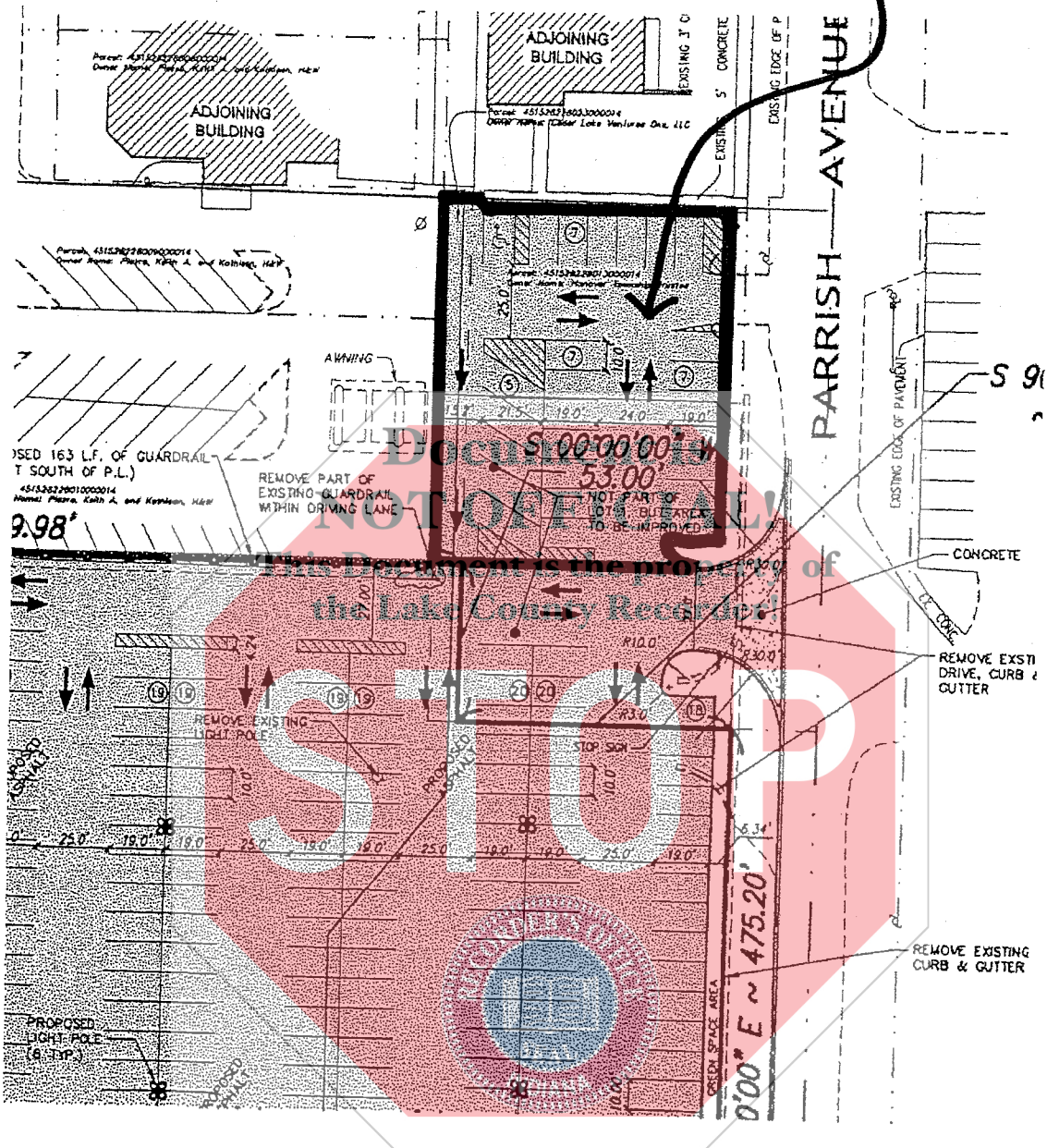


Exhibit "A"

SERVIENT ESTATE

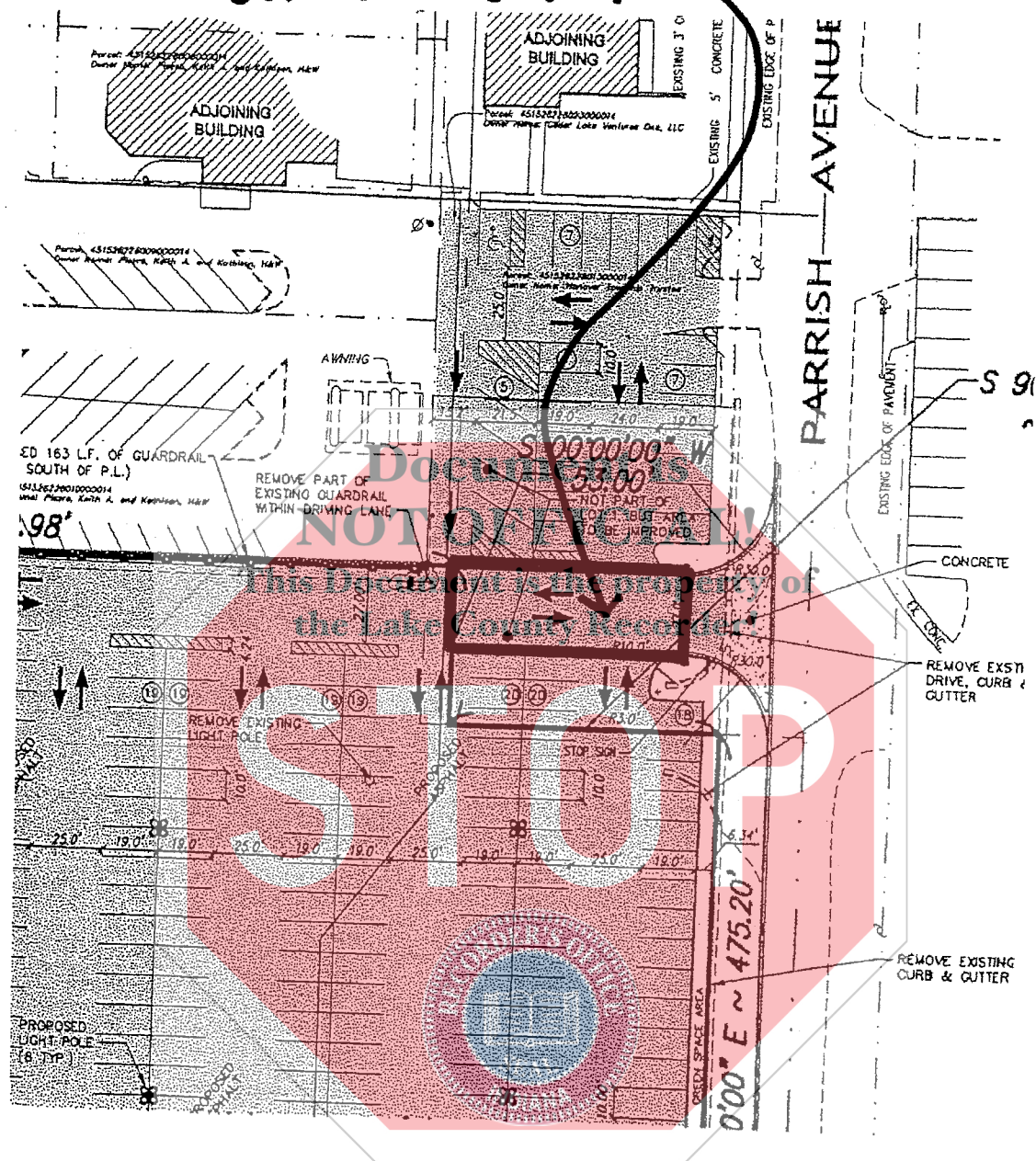


Exhibit "B"

SOUTH PARCEL PARKING AREA

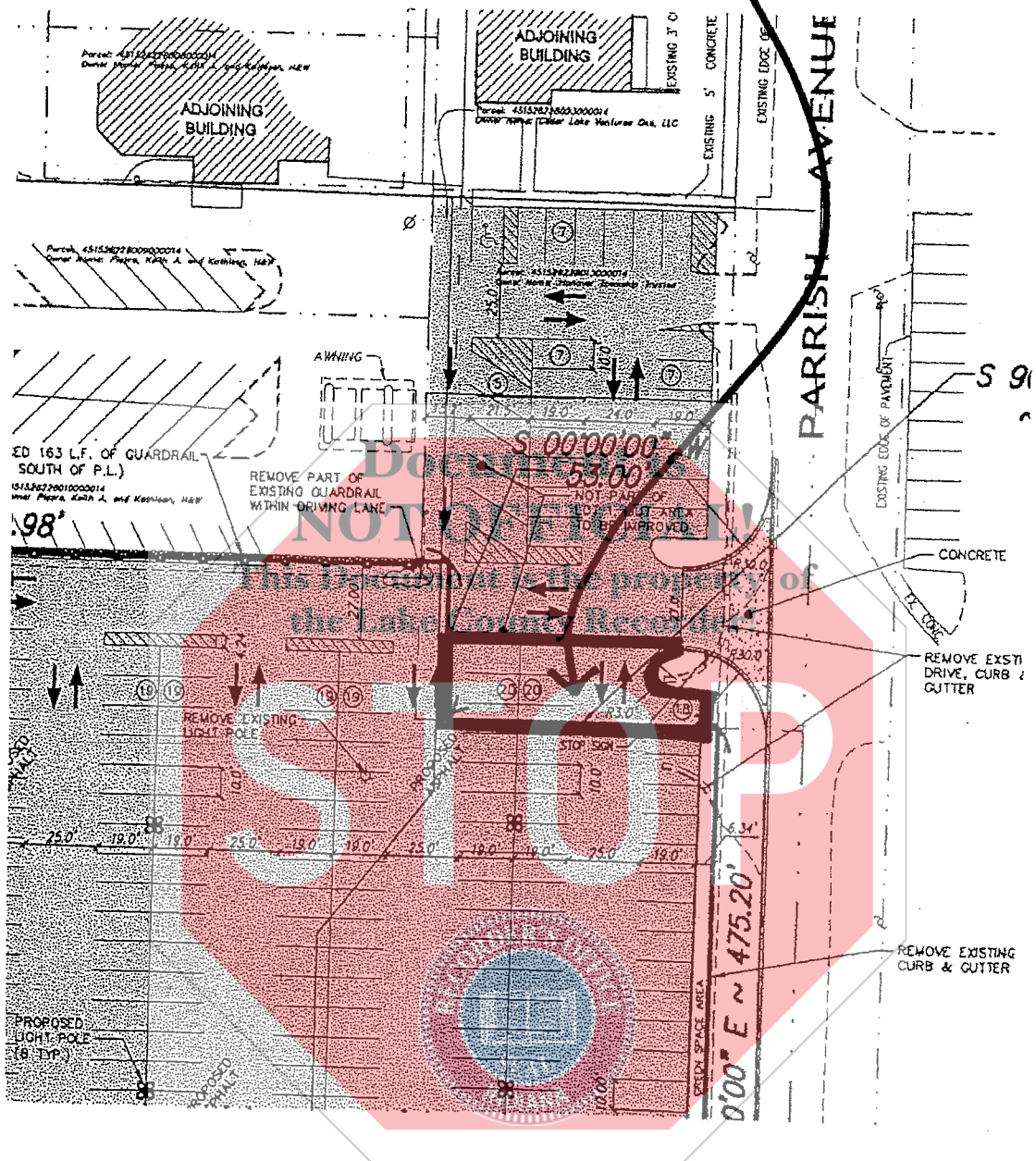


Exhibit "C"
-16-

Legal Description of the South Parcel Parking Area

Part of the East 125.00 feet of the Northeast $\frac{1}{4}$ of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana, described as follows: Commencing at the Northeast corner of said Section 28; thence South 00 degrees 00 minutes 00 seconds West (an assumed bearing) 403.57 feet along the East line of said Section 28; thence North 90 degrees 00 minutes 00 seconds West, a distance of 30.00 feet to the West right of way line of Parrish Avenue (60 feet wide), said point also being the point of beginning; thence South 00 degrees 00 minutes 00 seconds West, along said West right of way line, a distance of 26.00 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 95.00 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 26.00 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 95.00 feet to the point of beginning, containing 0.0567 acres more or less.



Exhibit "D"

Legal Description of the Additional Access Parcel

Part of the East 525.00 feet of the Northeast $\frac{1}{4}$ of the Section 28, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana, described as follows: Commencing at the Northeast corner of said Section 28; thence South 00 degrees 00 minutes 00 seconds West, (an assumed bearing), 429.57 feet along the East line of said Section 28, to the Southeast corner of a parcel described to Lake County Public Library in Document No. 125489 recorded September 25, 1990; thence South 90 degrees 00 minutes 00 seconds West, a distance of 320.00 feet, to the point of beginning; thence continuing South 90 degrees 00 minutes 00 seconds West, a distance of 84.30 feet, to a point of curve; thence Southwesterly along a curve which is concave to the South, having a radius of 275.68 feet (the chord of which bears South 86 degrees 09 minutes 15 seconds West, a chord distance of 35.76 feet), an arc distance of 35.79 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 25.81 feet, to the Northeast corner of a parcel of land owned by the Town of Cedar Lake; thence North 90 degrees 00 minutes 00 seconds West, along the said North line of the parcel of land owned by the Town of Cedar Lake, a distance of 85.00 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 81.21 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 204.98 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 53.00 feet to the point of beginning, containing 0.305 acres more or less.

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AND

Part of the East 135.00 feet of the Northeast $\frac{1}{4}$ of the Section 28, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana, described as follows: Commencing at the Northeast corner of said Section 28; thence South 00 degrees 00 minutes 00 seconds West, (an assumed bearing), 429.57 feet along the East line of said Section 28, to the Southeast corner of a parcel described to Lake County Public Library in Document No. 125489 recorded September 25, 1990; thence South 90 degrees 00 minutes 00 seconds West, a distance of 125.00 feet to the West line of said Library parcel said point also being the point of beginning; thence continuing South 90 degrees 00 minutes 00 seconds West, a distance of 10.00 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 53.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 10.00 feet, to the West line of said Library parcel; thence South 00

Exhibit "E"

degrees 00 minutes 00 seconds West, along said West line of the Library parcel, a distance of 53.00 feet to the point of beginning, containing 0.012 acres more or less.

