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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL B. BROWN
RECORDER

This Instrument Prepared By:

Patrick E. Harrington, Esq.
Harrington & Tock LLC
201 West Springfield Avenue
Suite 601
Champaign, Illinois 61820

After Recording, Please Return To:

David B. Yelin, Esq.
Duane Morris LLP
Suite 3700
190 South LaSalle Street
Chicago, Illinois 60603

460187 N.

SHARED ACCESS EASEMENT AGREEMENT

THIS SHARED ACCESS EASEMENT AGREEMENT ("Easement Agreement") is made and entered into this 28th day of June, 2013, by and between INDIANA LAND BECKNELL INVESTORS L.L.C., a Delaware limited liability company, hereinafter called "Lot 2 Owner", and ITR AMERICA, LLC, a Mississippi limited liability company hereinafter called "Lot 3A Owner."

WITNESSETH:

WHEREAS, Lot 2 Owner is the owner of record of the parcel legally described as Lot 2 in North Wind Crossings Unit Two, an Addition to the City of Hobart, as per plat thereof, recorded in Plat Book 100, Page 89 in the Office of the Recorder, Lake County, Indiana ("Lot 2"), which includes the area described and depicted in Exhibit "A" ("Easement Area"); and,

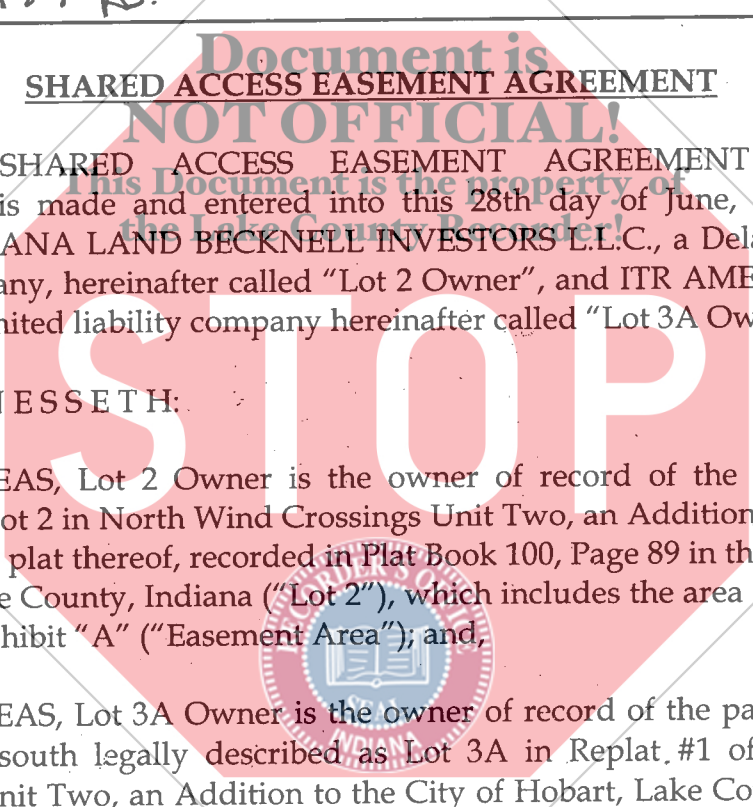
WHEREAS, Lot 3A Owner is the owner of record of the parcel adjoining Lot 2 to the south legally described as Lot 3A in Replat. #1 of North Wind Crossings - Unit Two, an Addition to the City of Hobart, Lake County, Indiana, per plat recorded thereof recorded in Plat Book 105, page 73 as Document Number 2012-042272, in the Office of the Recorder of Lake County, Indiana ("Lot 3A"), having acquired fee simple title to Lot 3A from Northwind Parkway

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

Investors, LLC, a Delaware limited liability company, pursuant to that certain Special Warranty Deed dated on or about the date of this Easement Agreement; and,

WHEREAS, the parties have come to an agreement to grant a shared access easement with respect to the Easement Area on Lot 2 for the benefit of Lot 2 and Lot 3A;

NOW THEREFORE, in consideration Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and of the mutual covenants contained, herein it is agreed as follows:

1. Grant of Access Easement.

(a) Lot 2 Owner hereby irrevocably grants, gives and conveys to Lot 3A Owner, for the use and enjoyment of Lot 3A Owner, its successors and assigns and its and their respective tenants, occupants, employees, agents, sublessees, licensees, invitees, contractors, and permittees, as an easement appurtenant to Lot 3A, a non-exclusive, irrevocable and perpetual easement for the purposes of ingress and egress over, upon and across the Easement Area, to provide access for motor vehicle, truck and pedestrian traffic to and from Lot 3A from the public roadway commonly known as Northwind Parkway. Lot 3A Owner acknowledges that the easement granted herein is non-exclusive, and that the use and enjoyment thereof, subject to the terms and conditions hereof, shall be shared in common with Lot 2 Owner, its tenants and other occupants, and successors and assigns and their respective employees, agents, sublessees, licensees, invitees, contractors, and permittees, for purposes of ingress and egress over, upon and across the Easement Area to provide access for motor vehicle, truck and pedestrian traffic to Lot 2 from the public roadway commonly known as Northwind Parkway.

(b) Both parties agree that neither party shall obstruct, restrict, or interfere with any easement, use and access granted hereunder. No party shall cause, allow or permit any of its respective tenants, occupants, employees, agents, sublessees, licensees, invitees, contractors and permittees to park any vehicles in or otherwise obstruct travel over, upon and across the Easement Area.

2. Maintenance and Insurance.

(a) Lot 2 Owner shall maintain and keep the Easement Area, as well as any improvements located thereon, in good condition and repair including, without limitation, repaving the driveway and the apron to North Wind

Parkway, if necessary, subject to reimbursement from Lot 3A for one-half (1/2) of the cost of any such repair and / or maintenance as provided herein. All such repair and/or maintenance work shall be performed in a good and workmanlike manner, using new or good quality materials by capable, experienced contractors and in accordance with all applicable municipal codes, regulations and permits. Lot 2 Owner shall restore any areas on Lot 3A disturbed, impacted or affected by its repair and/or maintenance work to the same condition such areas existed prior to such work. Lot 2 Owner shall provide at least thirty (30) days advance written notice to the Lot 3A Owner prior to commencing any such repair and/or maintenance work on the Easement Area, which notice shall include Lot 2 Owner's estimate of the cost of such work. The estimated cost of any such repair and/or maintenance work shall not exceed the then-market rate for the performance of such work and shall be subject to the Lot 3A Owner's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Lot 2 Owner shall coordinate the scope and scheduling of any such repair and/or maintenance work on the Easement Area with the Lot 3A Owner so that the Easement Area shall not be obstructed and so as to minimize the impact of such work on the business conducted on Lot 3A. Lot 2 Owner shall submit an invoice to Lot 3A Owner detailing any expenses and costs incurred by Lot 2 Owner in maintaining and repairing the Easement Area or improvements located thereon as provided above, together with contractor's sworn statements, lien waivers and verifiable receipts detailing the work performed and proof of payment made therefore by Lot 2 Owner. After performance of any such approved maintenance and repair work is completed, Lot 3A Owner shall, within thirty (30) days of receipt of the aforesaid documentation, pay Lot 2 Owner one-half (1/2) of the amount shown on the invoice, provided, however, if the actual cost of such repair and/or maintenance work exceeds the original estimate for such work approved by the Lot 3A Owner by more than seven percent (7%), Lot 3A Owner shall not be obligated to pay one-half of any amount which exceeds one-hundred seven percent (107%) of the original estimate for such work (i.e., the amount of the original estimate plus 7% of such amount), unless Lot 3A Owner previously approved in writing the amount of such excess cost of the work. Lot 3A Owner hereby grants Lot 2 Owner and its agents, contractors and employees a temporary, non-exclusive license to come onto and use portions of Lot 3A as and to the limited extent reasonably necessary to allow the Lot 2 Owner to perform its maintenance and repair obligations hereunder.

(b) Lot 2 Owner shall use reasonable commercial efforts to minimize any interference on or within the Easement Area and the easement, use and access granted hereunder and to Lot 3A Owner's business and operations during the course of performing its maintenance and repair obligations hereunder. In no event shall Lot 2 Owner be required to maintain, keep in good repair, or landscape any part of Lot 3A that is outside the Easement Area, except to the

extent Lot 2 Owner disturbs any part of Lot 3A including any landscaping, during the course of performing its maintenance and repair obligations hereunder.

(c) Notwithstanding anything to the contrary contained in this Section 2, if the necessity for repairs to the Easement Area or any of the improvements located thereon arises from or out of or is occasioned wholly or in part by any act or omission of only one Owner, or its agents, employees, contractors, licensees, invitees, permittees, tenants, subtenants and guests, then that Owner shall be solely responsible for the repair thereof as required in Section 2(a) above, without reimbursement or contribution by the other Lot Owner.

3. Snow Removal. Lot 2 Owner shall keep the Easement Area plowed and reasonably free of snow and ice as necessary. Lot 3A Owner shall be responsible for one-half (1/2) of the cost of such snow plowing of the Easement Area and shall promptly reimburse Lot 2 Owner within thirty (30) days of receipt of Lot 2 Owner's invoice. If the cost of such snow plowing by Lot 2 Owner is covered under one contract covering other paved areas on Lot 2, the Lot 2 Owner shall equitably allocate the cost of such snow plowing properly allocable to the Easement Area based upon the proportion that the Easement Area bears to the total square foot area of paved areas on Lot 2.

4. Insurance. Lot 2 Owner shall maintain comprehensive public liability insurance in commercially reasonable amounts with respect to the Easement Area, naming Lot 3A Owner as an additional insured, and shall cause any contractor performing repair and/or maintenance work on the Easement Area to exhibit evidence of comprehensive public liability and property damage policies of insurance in commercially reasonable amounts prior to the commencement of any such work. Lot 2 Owner shall furnish a certificate of insurance evidencing this required insurance promptly after written request therefore. Lot 3A Owner shall be responsible for one-half (1/2) of the premium associated with such insurance and shall promptly reimburse Lot 2 Owner within thirty (30) days of receipt of Lot 2 Owner's invoice. If Lot 2 Owner fails to provide and maintain insurance as provided herein, Lot 3A Owner (after complying with the default notice provisions hereunder) may, but shall not be obligated to, purchase such coverage and shall then be entitled to reimbursement from Lot 2 Owner for its one-half share of the premiums for the coverage required in accordance with the provisions of this Section.

5. Default; Right to File Lien. In the event of a breach or default hereunder, the aggrieved party shall have (in addition to all other applicable remedies at law or in equity) the right to injunctive relief. If any property owner

fails to perform its obligations hereunder, and such failure continues for thirty (30) days after receipt of written notice of such failure, the other property owner shall have the right to perform such obligations, including the right to advance sums necessary to perform such obligations. In such circumstance, the property owner advancing sums shall be entitled to receive reimbursement of the sums together with interest at the annual rate of fifteen percent (15%) (or the highest rate permitted by law) and shall have the right to file a lien against the property owned by such defaulting property owner. Any such lien shall be junior to any mortgage lien whether existing on the date hereof or subsequently placed on a property and may be foreclosed in the same manner as a mortgage.

6. Mortgages.

(a) Each party hereto agrees to give the holder of any mortgage to which the Lot owned by the other party is subject, by registered or certified mail, a copy of any notice or claim of default served by the party giving such notice upon the other party, provided that prior to such notice the party giving such notice has been notified in writing of the name and address of such mortgage holder. Each party hereto further agrees that if the other party shall have failed to cure any default within the pertinent period permitted by Section 5 hereof, then the holder of any mortgage to which the Lot owned by the other party is subject shall have the right, but not the obligation, to cure or correct such default within an additional thirty (30) days (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if such holder of such mortgage has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure such default, including the time necessary to obtain possession if possession is necessary to cure or correct such default, but in no event more than an additional forty-five (45) days).

(b) Any mortgagee with respect to either Lot shall not be responsible for any amounts incurred or becoming due under this Easement Agreement prior to a foreclosure of its mortgage or a transfer of the interest of a party hereto in a Lot to such mortgagee in lieu of foreclosure, and its liability hereunder in the event of such a foreclosure or transfer shall exist only so long as such mortgagee is the owner of a Lot and shall not continue or survive after further transfer of ownership.

(c) Lot 2 Owner represents and warrants to the Lot 3A Owner that, as of the date of this Easement Agreement, Lot 2 is not subject to or encumbered by any mortgage.

7. Estoppel Certificate; Subordination Agreement. In the absence of a recorded lien or recorded notice of intention to file a lien claim, it may be presumed by any proposed purchaser or mortgage lender the property owner has performed all such obligations. Notwithstanding the above presumption, each property owner agrees from time to time (upon not less than ten (10) business days prior written request by the other property owner) to deliver to the requesting property owner a written statement certifying (a) the requesting property owner is not in default under any provision of this Easement Agreement, or, if in default, the nature thereof in detail; (b) the property owner has not advanced any sums in connection with a default of the requesting property owner and is not seeking reimbursement pursuant to the terms of this Easement Agreement and has not filed and does not, as of the date thereof, intend to file a lien against the property owned by the requesting property owner, or, if untrue, the amounts owed and a description of the lien rights of such property owner, in detail and (c) any other reasonable certifications requested by a prospective purchaser or lender of the requesting property owner. Each property owner shall, within ten (10) business days after written requested, execute a subordination agreement evidencing the lien rights referenced herein are subordinate to the lien of any present or future mortgage line on that property owner's property.

8. Run with Land. The provisions of this Easement Agreement, including the benefits and burdens set forth herein, shall run with the land and shall be binding upon and inure to the benefit of Lot 2 and Lot 3A and the parties hereto and their respective heirs, successors, representatives, assigns, mortgagees, tenants, subtenants, licenses and invitees; provided this Easement Agreement may be amended by a written agreement executed by the then owners of said lots and their respective mortgagees without the consent of any other person or entity.

9. Severability. If any term, restriction or covenant of this Easement Agreement, or the application thereof to any persons entities or circumstances is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons entities and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person, entity or circumstances is deemed illegal, the application of such term, restriction or covenant to other persons, entities and circumstances shall remain unaffected to the extent permitted by law.

10. Entire Agreement. This Easement Agreement contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such

agreement is in writing and assigned by the party against whom enforcement of the change, modification or discharge is sought. This Easement Agreement cannot be changed orally or terminated orally.

11. Transfer of Ownership. Whenever a transfer of ownership of either Lot occurs, the liability of the transferor for any breach of covenant occurring thereafter shall automatically terminate with respect to such transferor, provided, however that each party hereto shall remain liable for any costs of maintenance or repair, insurance premiums or snow plowing as provided herein incurred prior to the date of such transfer, and no such transfer of ownership shall be effective to relieve either party of liability for such costs. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land to the owner of the Lot or portion thereof being transferred.

12. Costs of Enforcement. If any action or proceeding is brought to enforce this Easement Agreement (or otherwise with respect to this Easement Agreement), the prevailing party in such action or proceeding shall be entitled to collect from the losing party any and all reasonable costs and expenses, including reasonable legal fees and court costs, incurred by the prevailing party in connection therewith.

13. Mechanic's Lien. Any party hereto ordering or contracting for any services, labor or materials or suffering or permitting any lien for services, labor or materials in connection with the construction, maintenance and repair of the herein described Easement Area shall indemnify, defend and save harmless the other party hereto from all loss, damage, liability, expense or claims whatsoever (including attorneys' fees and other costs of defending against the foregoing), by reason of any lien or claim for lien for such construction, maintenance and repair which shall be filed against the other party's property during the term of this Easement Agreement or within any statutory periods allowed for filing a lien. In the event any such lien is filed, the party so obligated shall pay and discharge the same of record as promptly as possible but in no event later than forty-five (45) days after the filing thereof, subject to the provisions of the following sentence. Each such party shall have the right to contest the validity, amount or applicability of any such lien by appropriate legal proceedings, prosecuted in good faith, in which event the requirement that it pay and discharge such liens promptly but in no event later than the aforesaid forty-five (45) day period shall not be applicable; provided, however, that in the event such lien has not been discharged of record, such party shall promptly, but in any event, within forty-five (45) days after the filing thereof, indemnify against such liens in amount and form satisfactory by providing a payment bond or other reasonably acceptable assurance to the other party.

14. Notices. Any notice, report or demand required, permitted or desired to be given under this Easement Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes upon receipt or refusal of receipt when sent by (i) registered or certified mail, return receipt requested, or (ii) personal hand delivery, or (iii) overnight courier service, to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice.

If to Lot 2 Owner: Indiana Land Becknell Investors L.L.C.
704 Adams Street, Suite A
Carmel, IN 46032
Attn: Matthew Cohoat

With a copy to: Harrington & Tock LLC
201 W. Springfield Avenue, Suite 601
Champaign, IL 61820
Attn: Patrick E. Harrington, Esq.

If to Lot 3A Owner: ITR America LLC
6301 Northwind Parkway
Hobart, Indiana 46342
Attn: Brett Clemens

With a copy to: Duane Morris LLP
Suite 3700
190 South LaSalle Street
Chicago, Illinois 60603
Attn: David Yelin, Esq.

15. Indemnification. Each party shall indemnify and hold the other party harmless from and against any claims, actions, demands, liabilities, injuries, losses, damages and expenses (including court costs and reasonable attorneys' fees) in connection with the loss of life, personal injury and/or damage to property arising from or out of or occasioned wholly or in part by any act or omission of said indemnifying party, or its agents, employees, contractors, licensees, invitees, permittees, tenants, subtenants and guests.

16. Perpetual. This Easement Agreement and the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by applicable law.

17. Governing Law. This Easement Agreement shall be construed in accordance with the laws of the State of Indiana.

18. Amendment. This Easement Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to this Easement Agreement or their successors or assigns.

19. Counterparts. This Easement Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original.

*The remainder of this page is intentionally left blank;
Signatures of the parties appear on subsequent pages*



IN WITNESS WHEREOF, the parties have hereunto executed this Easement Agreement as of the day and year first above written.

INDIANA LAND BECKNELL INVESTORS L.L.C.,
a Delaware limited liability company

By: Becknell 2004, an Illinois general partnership
Its: Sole Member

By: Becknell Industrial Operating Partnership LP
Its: General Partner

By: Becknell Industrial Operating Partnership GP LLC
Its: General Partner

By: *William R. Harrison*
William R. Harrison, Authorized Signatory **PEH**

STATE OF Connecticut)

COUNTY OF Hartford) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William R. Harrison as Authorized Signatory of Becknell Industrial Operating Partnership GP LLC, general partner of Becknell Industrial Operating Partnership LP, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of June, 2013.

Wanda I. Fongemie
Notary Public
WANDA I. FONGEMIE
Notary Public
My Commission Expires Jan. 31, 2018

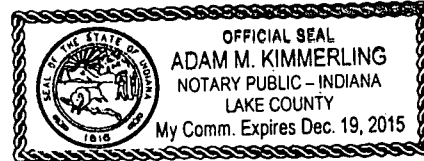
I affirm, under the penalties for perjury,
that I have taken reasonable care to redact
each Social Security number in this Document,
unless required by law.

PEH

IN WITNESS WHEREOF, the parties have hereunto executed this Easement Agreement as of the day and year first above written.

ITR AMERICA, LLC, a Mississippi limited liability company

By: Brett Clemens
Name: Brett Clemens
Its: President



STATE OF Indiana)
) SS
COUNTY OF Lake)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brett Clemens, President of ITR America, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of June, 2013.

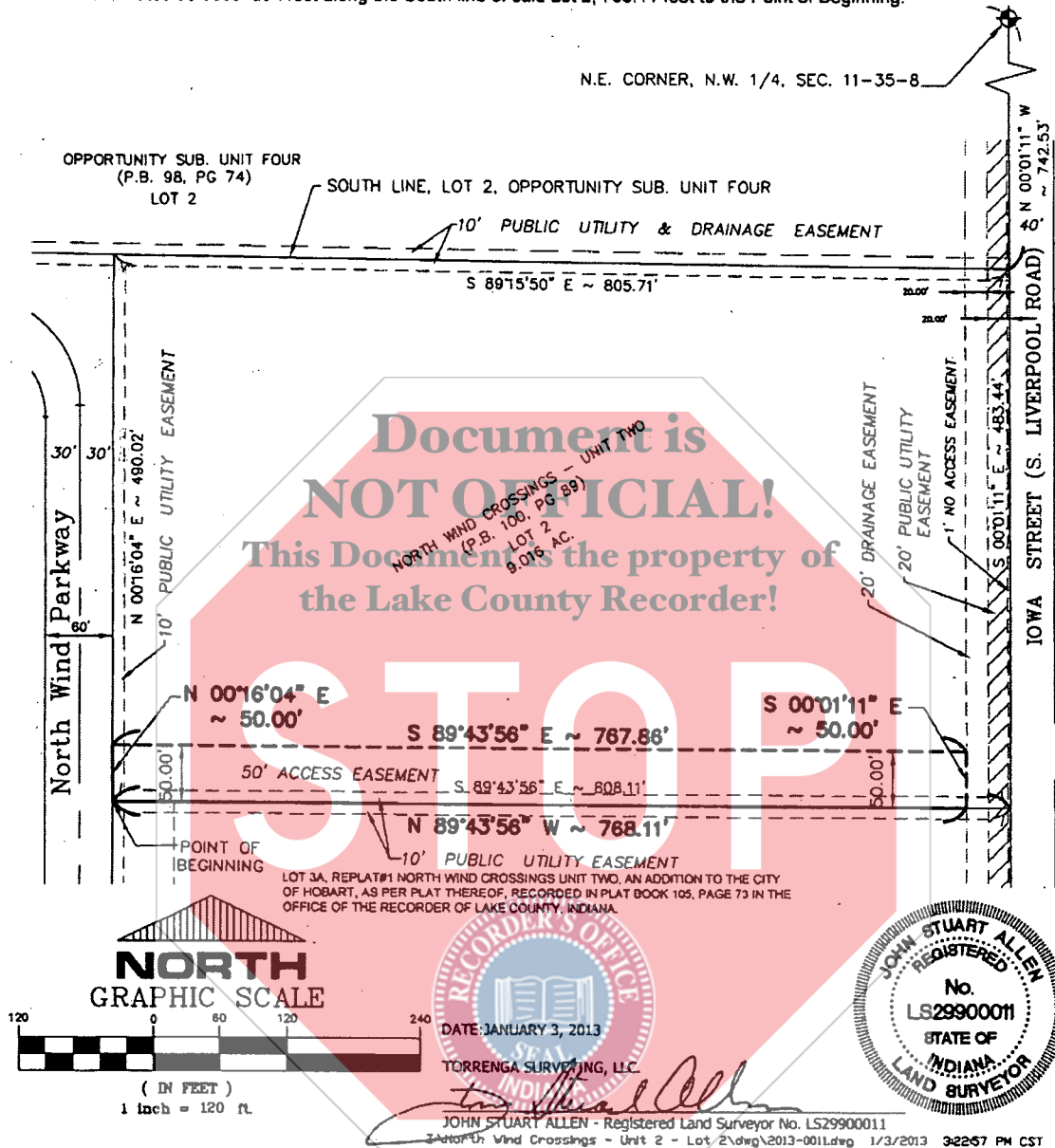
[Signature]
Notary Public

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.

EXHIBIT "A"

LEGAL DESCRIPTION 50' ACCESS EASEMENT:

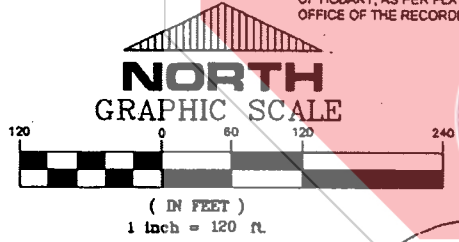
Part of Lot 2 in North Wind Crossings Unit Two, an Addition to the City of Hobart, as per plat thereof, recorded in Plat Book 100, Page 89 in the Office of the Recorder, Lake County, Indiana, more particularly described as follows: beginning at the Southwest corner of said Lot 2; thence North 00 degrees 16 minutes 04 seconds East along the West line of said Lot 2, 50.00 feet; thence South 89 degrees 43 minutes 56 seconds East along a line parallel with and 50.00 feet North of the South line of said Lot 2, 767.86 feet to a point 40.00 feet West of the East line of said Lot 2; thence South 00 degrees 01 minutes 11 seconds East parallel with the East line of said Lot 2, 50.00 feet to a point on the South line of said Lot 2, said point being 40.00 feet West of the Southeast corner of said Lot 2; thence North 89 degrees 43 minutes 56 seconds West along the South line of said Lot 2, 768.11 feet to the Point of Beginning.



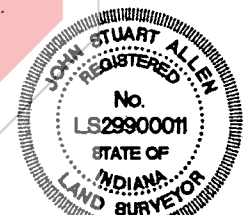
STOP

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This Document is the property of the Lake County Recorder!

NORTH WIND CROSSINGS - UNIT TWO (P.B. 100, PG 89) LOT 2 9.016 AC.



DATE: JANUARY 3, 2013
TORRENGA SURVEYING, LLC



JOHN STUART ALLEN - Registered Land Surveyor No. LS29900011
Z:\tor\North Wind Crossings - Unit 2 - Lot 2.dwg\2013-0011.dwg 1/3/2013 3:25:7 PM CST