

2014 029921

2014 MAY 23 AM 10:16

MICHAEL B. BROWN  
RECORDER

CROSS-REFERENCES: Instr. No. 2009-056405 (INTAC Parcel)  
1205627 Instr. No. 2014-029921 (IBEW Parcel) (2)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made this 30 day of September, 2013, by and between INTAC 697 Owners' Association, Inc., an Indiana nonprofit corporation ("INTAC"), and International Brotherhood of Electrical Workers Local 697 ("IBEW").

RECITALS:

A. INTAC has been authorized by all of its members under the bylaws of INTAC to cause INTAC to bind that certain piece of real estate located in Lake County, Indiana, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "INTAC Parcel").

B. INTAC is the duly established association of owners of the INTAC Parcel.

C. IBEW is the owner in fee simple of that certain parcel of real estate located in Lake County, Indiana, more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "IBEW Parcel") (the INTAC Parcel and the IBEW Parcel are each deemed to be a "Parcel" hereunder and may be collectively referred to as the "Parcels").

D. INTAC and IBEW desire to create reciprocal access easements over certain real estate located in part on the INTAC Parcel and in part on the IBEW Parcel, and more particularly depicted on Exhibit C attached hereto and incorporated herein by this reference (the "Easement Area") on the terms and conditions hereafter set forth.

E. INTAC desires to grant to IBEW a drainage easement over the INTAC Parcel on the terms and conditions hereafter set forth.

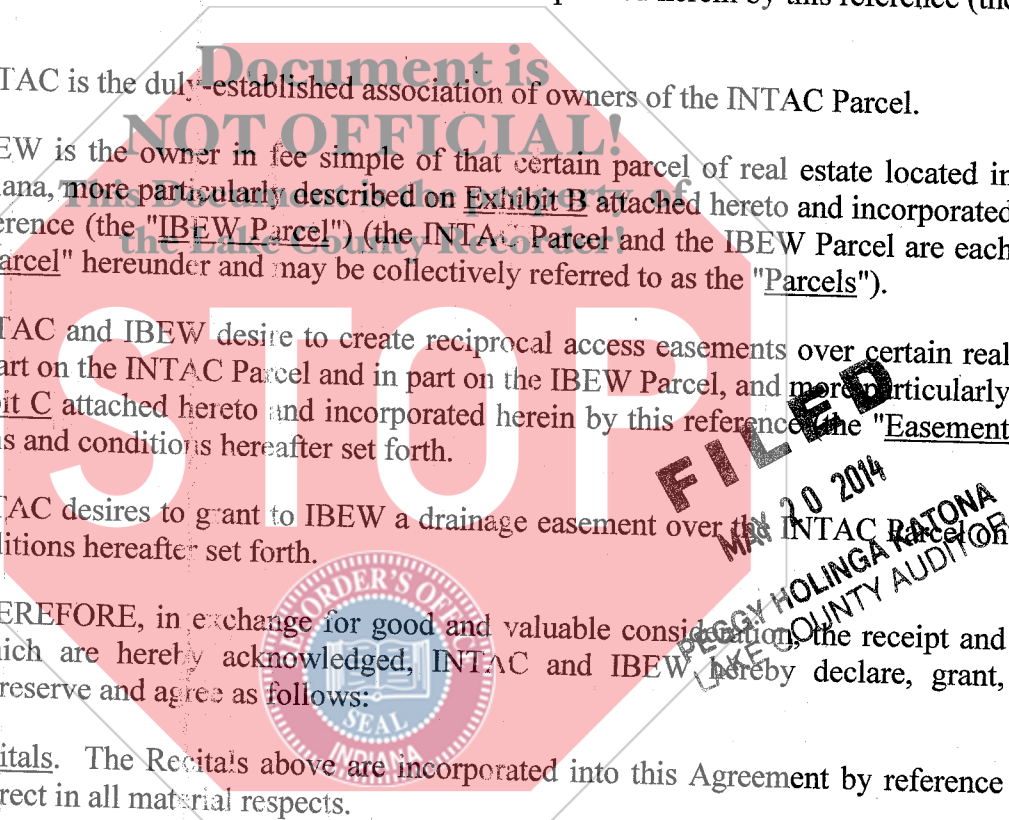
NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, INTAC and IBEW hereby declare, grant, covenant, convey, reserve and agree as follows:

1. Recitals. The Recitals above are incorporated into this Agreement by reference and are true and correct in all material respects.

2. Grant of Reciprocal Access Easements. INTAC hereby grants, creates, declares, makes and conveys to IBEW, its successors and assigns, for IBEW's use and for the use of IBEW's invitees, lessees, and licensees, a perpetual and non-exclusive easement in, on, over, through and across that portion of the Easement Area located on the INTAC Parcel (the "INTAC

CHICAGO TITLE INSURANCE COMPANY

Chicago Title Insurance Company



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PEGGY HOLINGA RAYMOND  
LAKE COUNTY AUDITOR

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Easement Area") for the purposes of providing access in, on, over, through and across the INTAC Parcel, to and from the IBEW Parcel and Mississippi Street. IBEW hereby grants, declares, makes and conveys to INTAC, its successors and assigns, for INTAC's use and for the use of INTAC's invitees, lessees, and licensees, a perpetual and non-exclusive easement in, on, over, through and across that portion of Easement Area located on the IBEW Parcel (the "IBEW Easement Area") for the purposes of providing access in, on, over, through and across the IBEW Parcel, to and from the INTAC Parcel and Mississippi Street.

3. Maintenance of Roads within Easement Area. The Owner of the INTAC Parcel shall keep and maintain the roads, driveways or accessways located within the Easement Area (collectively, the "Roads") in good repair and condition at all times, including, without limitation, snow and ice removal, and shall promptly make any and all repairs and replacements which may be necessary to keep the Roads in good order, repair and condition (together, the "Maintenance Obligations"). Until the time that substantial building improvements have been constructed on the IBEW Parcel (the construction of a wind turbine and any necessary related facilities on the IBEW Parcel shall not be considered "substantial building improvements" for purposes of this Agreement), the Owner of the INTAC Parcel shall be solely responsible for all costs and expenses associated with the Maintenance Obligations (the "Maintenance Costs"). Once substantial building improvements have been constructed on the IBEW Parcel, then the Owner of the IBEW Parcel shall reimburse the Owner of the INTAC Parcel for its pro rata share of all costs and expenses associated with the Maintenance Obligations (the "Maintenance Costs"), such share to be calculated as the acreage constituting the IBEW Parcel divided by the total acreage constituting the INTAC Parcel and the IBEW Parcel combined. Such reimbursement shall be due and payable to the Owner of the INTAC Parcel no later than thirty (30) days after the receipt by the Owner of the IBEW Parcel of an invoice and reasonable evidence of such costs and of the payment thereof by the Owner of the INTAC Parcel. If the Owner of the INTAC Parcel fails to perform the Maintenance Obligations, the Owner of the IBEW Parcel shall give the Owner of the INTAC Parcel written notice of such failure. If the Owner of the INTAC Parcel does not cure such failure within twenty (20) days of such notice, the Owner of the IBEW Parcel may perform, but shall not be obligated to perform, the Maintenance Obligations, provided that in an emergency or time-sensitive situation, no notice or only reasonable notice under the circumstances shall be required. If the Owner of the IBEW Parcel chooses to perform the Maintenance Obligations, the Owner of the INTAC Parcel shall reimburse the Owner of the IBEW Parcel for its pro rata share of Maintenance Costs, such share to be calculated as the acreage constituting the INTAC Parcel divided by the total acreage constituting the INTAC Parcel and the IBEW Parcel combined. Such reimbursement shall be due and payable to the Owner of the IBEW Parcel no later than thirty (30) days after the receipt by the Owner of the INTAC Parcel of an invoice and reasonable evidence of such costs and of the payment thereof by the Owner of the IBEW Parcel.

4. Drainage Easement. IBEW and INTAC hereby acknowledge that the IBEW Parcel drains into storm water retention areas (the "Retention Areas") located on the INTAC Parcel. INTAC hereby grants, creates, declares, makes and conveys to IBEW, its successors and assigns, a perpetual and non-exclusive easement, for the benefit of and to be appurtenant to the IBEW Parcel, for the purpose of allowing storm water runoff on the IBEW Parcel to travel through overland or subsurface paths, and to utilize drainage facilities now or hereafter located, in, on, under, over, through and across the INTAC Parcel, to the Retention Areas.

5. Indemnification. Each Owner (the "Indemnifying Owner") shall defend, indemnify and hold the other Owners (each an "Indemnified Owner") harmless from and against any and all losses, damages, claims, liabilities and expenses, including without limitation reasonable attorneys' fees (collectively "Losses"), incurred by the Indemnified Owner and arising out of or in connection with (i) acts or work performed by the Indemnifying Owner, its contractors, employees, agents, licensees, lessees or invitees on the Indemnified Owner's parcel; (ii) the exercise of any rights under this Agreement by the Indemnifying Owner, its contractors, employees, agents, licensees, lessees or invitees; (iii) any mechanic's lien filed on the Indemnified Owner's Parcel as a result of work performed by, or at the request of, the Indemnifying Owner; or (iv) the breach of this Agreement by the Indemnified Owner; except to the extent the Losses are caused by the negligence, intentional misconduct, or breach of this Agreement by the Indemnified Owner, its contractors, employees, agents, licensees, lessees or invitees.

6. Modifications. This Agreement and any provision, covenant, or restriction contained within it may be terminated, extended, modified, or amended with the written consent of the Owners of the affected Parcels or their respective successors and assigns. No termination, extension, modification, or amendment will be effective unless a written instrument setting forth its terms has been executed, acknowledged, and recorded in the Office of the Recorder of Lake County, Indiana. No lessee, licensee, or other person having a possessory interest, other than an owner of a Parcel or portion thereof, will be required to join in the execution of or consent to any act taken in accordance with this Section 6.

7. Insurance. Any Owner (or its employees, agents, contractors, invitees or lessees) entering the Parcel of any other Owner shall maintain commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) (which amount may be covered by a combination of commercial general liability and umbrella/excess coverage). The insurance shall name such other Owner as an additional insured, and a certificate of insurance demonstrating the same shall be provided to such other Owner upon request.

8. Notice. All notices and other communications which are required or permitted herein shall be in writing and shall be effective upon delivery or refusal of delivery if sent to the appropriate address below (or such other address designated in writing in accordance with this Section 8) by either (i) certified mail, postage prepaid, return receipt requested, or (ii) prepaid overnight courier.

If to INTAC: INTAC 697 Owners' Association, Inc.  
7200 Mississippi Street, Suite 200  
Merrillville, IN 46410

If to IBEW: International Brotherhood of Electrical Workers Local 697  
7200 Mississippi Street, Suite 200  
Merrillville, IN 46410

9. Severability. If any clause, sentence, or other portion of the terms, covenants, and restrictions of this Agreement becomes illegal, null, or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

10. Covenants Run With Land. The licenses, rights, easements, covenants, restrictions, and provisions contained in this Agreement shall bind and inure to the benefit of INTAC and IBEW, and their respective successors and assigns, and shall run with the land. The term "Owner" shall refer to the record owner(s) of fee simple title to the INTAC Parcel or the IBEW Parcel, as may be the case from time to time.

11. Headings. The caption headings of the various sections of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections.

12. No Dedication. Nothing contained herein shall be construed as either creating a dedication or grant of any rights to the public.

13. Governing Law. This Agreement shall be governed in all respects by law of the State of Indiana.

[Signature Pages Follow.]



IN WITNESS WHEREOF, the undersigned parties have executed this Easement Agreement to be effective as of the day, month and year first above written.

INTAC:

INTAC 697 OWNERS' ASSOCIATION, INC., an Indiana nonprofit corporation

By: Daniel T. Waldrop

Printed: DANIEL T. WALDROP

Title: President-Board INTAC 697

STATE OF INDIANA

COUNTY OF Shelby

SS:

I, Daniel T. Waldrop, a Notary Public in and for said County in the State aforesaid, do hereby certify that Daniel T. Waldrop, the President Board of INTAC 697 OWNERS' ASSOCIATION, INC. an Indiana nonprofit corporation, personally appeared before me this day in person and, in such capacity, acknowledged the execution of the foregoing Easement Agreement.

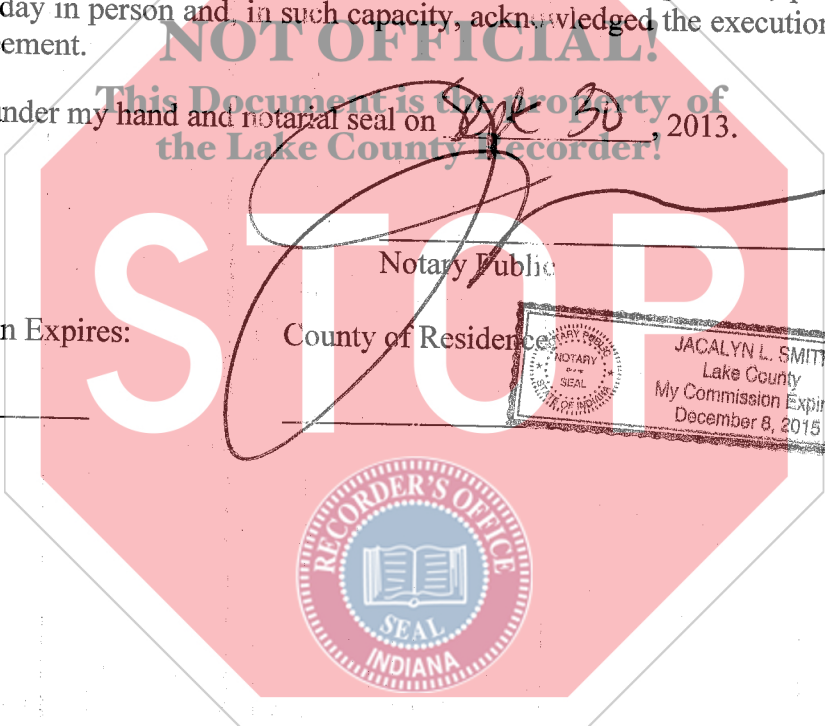
Given under my hand and notarial seal on Dec 30, 2013.

Notary Public

County of Residence

My Commission Expires:

JACALYN L. SMITH  
Lake County  
My Commission Expires  
December 8, 2015



**IBEW:**

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL 697

By: B. Curtis Lesnick

Printed: B CURTIS LESNICK

Title: President

STATE OF INDIANA

COUNTY OF Lane )

) SS:

I, Jaclyn L Smith, a Notary Public in and for said County in the State aforesaid, do hereby certify that B Curtis Lesnick, the pres of INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 697 personally appeared before me this day in person and, in such capacity and acknowledged the execution of the foregoing Easement Agreement.

Given under my hand and notarial seal on Sept 30, 2013.

**Document is NOT OFFICIAL!**  
This Document is the property of the Lake County Recorder!

Jaclyn L Smith  
Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_



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. Gregory C. Touney, Esq.

This instrument was prepared by and return after recording to Gregory C. Touney, Esq., ICE MILLER LLP, One American Square, Ste. 2900, Indianapolis, IN 46282-0200.

Exhibit A

**INTAC Parcel**

Lot 2, INTAC 697 Subdivision, an Addition to the Town of Merrillville, as per plat thereof, recorded in Plat Book 104, page 26, in the Office of the Recorder of Lake County, Indiana.

45-12-15-201-006.000-030

45-12-15-202-001.000-030

45-12-15-202-002.000-030

45-12-15-202-003.000-030

45-12-15-202-004.000-030



Exhibit B

**IBEW Parcel**

Lot 1, INTAC 697 Subdivision, an Addition to the Town of Merrillville, as per plat thereof, recorded in Plat Book 104, page 26, in the Office of the Recorder of Lake County, Indiana.

