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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 081373

2014 DEC 22 PM 2:56

MICHAEL B. BROWN
RECORDER

Prepared by and return to:

Michael S. Roberts
Roberts McGivney Zagotta LLC
55 W. Monroe Street, Suite 1700
Chicago, IL 60603

NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT

Document is
NOT OFFICIAL!

By and between

This Document is the property of
6639 COLUMBIA AVENUE LLC, an Illinois limited liability company
the Lake County Recorder!

And

GUS IATRIDES

November 10, 2014

STOP



FILED

DEC 22 2014

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

E #5078
M-E
\$137.00

28994

NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT

THIS NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of this 10th day of November, 2014, by and between 6639 Columbia Avenue LLC, an Illinois limited liability company ("6639 Columbia"), and Gus Iatrides ("Iatrides").

The following recitals of fact are a material part of this Agreement:

A. 6639 Columbia is the holder of legal title to a certain parcel of property located in the County of Lake and State of Indiana, which parcel is legally described in Exhibit A attached hereto and made a part hereof (the "6639 Columbia Parcel").

B. Iatrides is the owner of a parcel of land adjacent to the 6639 Columbia Parcel, which parcel is legally described in Exhibit B attached hereto and made a part hereof (the "Iatrides Parcel") (the 6639 Columbia Parcel and the Iatrides Parcel are sometimes referred to individually as a "Parcel" and together as the "Parcels").

C. 6639 Columbia wishes to grant and Iatrides wishes to receive an easement for ingress and egress over, upon and across certain portions of the 6639 Columbia Parcel, and for parking of passenger vehicles on certain portions of the 6639 Columbia Parcel, for the benefit of the Iatrides Parcel, all as more fully set forth in this Agreement.

D. Iatrides wishes to grant and 6639 Columbia wishes to receive an easement for ingress and egress over, upon and across certain portions of the Iatrides Parcel, and for parking of passenger vehicles on certain portions of the Iatrides Parcel, for the benefit of the 6639 Columbia Parcel, all as more fully set forth in this Agreement.

E. The parties desire to make certain agreements regarding such easements.

F. 6639 Columbia intends to develop and improve the parking lot located on the 6639 Columbia Parcel (the "6639 Columbia Improvements") and at the same time Iatrides seeks to have 6639 Columbia develop and improve the parking lot located on the Iatrides Parcel (the "Iatrides Improvements") in exchange for certain rights granted by Iatrides to 6639 Columbia as set forth herein (the 6639 Columbia Improvements and the Iatrides Improvements are collectively referred to as the "Improvements").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. **Ingress and Egress Easement over the 6639 Columbia Parcel.** 6639 Columbia hereby grants and conveys to Iatrides, for the use and benefit of Iatrides and his successors and assigns, and their employees, agents, tenants, customers, invitees and licensees, as an easement appurtenant to the Iatrides Parcel, a non-exclusive, irrevocable and perpetual easement for pedestrian and vehicular ingress and egress to and from the Iatrides Parcel, upon, over and across that certain portion of the 6639 Columbia Parcel legally described in Exhibit C, and as more generally depicted in Exhibit E, from time to time (the "6639 Columbia Easement"). 6639 Columbia hereby further grants and conveys to Iatrides, for the benefit of Iatrides and his successors and assigns, and their employees, agents, tenants, customers, invitees and licensees, as part of the 6639 Columbia Easement and as an easement appurtenant to the Iatrides Parcel, a non-exclusive, irrevocable and perpetual easement for the parking of passenger vehicles

upon, over and across the parking areas of the 6639 Columbia Parcel used for vehicular parking as generally depicted by the parking hatching on Exhibit E, as the same may exist from time to time.

2. **Ingress and Egress Easement over the Iatrides Parcel.** Iatrides hereby grants and conveys to 6639 Columbia, for the use and benefit of 6639 Columbia and its successors and assigns, and their employees, agents, tenants, customers, invitees and licensees, as an easement appurtenant to the 6639 Columbia Parcel, a non-exclusive, irrevocable and perpetual easement for pedestrian and vehicular ingress and egress to and from the 6639 Columbia Parcel, upon, over and across that certain portion of the Iatrides Parcel legally described in Exhibit D, and as more generally depicted in Exhibit E, from time to time (the "Iatrides Easement") (the 6639 Columbia Easement and the Iatrides Easement are collectively referred to as the "Easements" and are sometimes individually referred to as an "Easement"). Iatrides hereby further grants and conveys to 6639 Columbia, for the benefit of 6639 Columbia and its successors and assigns, and their employees, agents, tenants, customers, invitees and licensees, as part of the Iatrides Easement and as an easement appurtenant to the 6639 Columbia Parcel, a non-exclusive, irrevocable and perpetual easement for the parking of passenger vehicles upon, over and across the parking areas of the Iatrides Parcel used for vehicular parking as generally depicted by the parking hatching on Exhibit E, as the same may exist from time to time.

3. **Construction of Improvements.** 6639 Columbia shall construct the Improvements on each Parcel in order to allow the ingress and egress between the 6639 Columbia Easement and the Iatrides Easement as provided herein. The cost of such Improvements shall be borne by 6639 Columbia.

4. **Alteration of Easements.** 6639 Columbia shall have the exclusive right to erect curbs, fences and landscaping on each Parcel so long as such curbs, fences and landscaping do not detract from the reasonable ingress, egress and access rights of Iatrides.

5. **Conduct and Coordination of Maintenance, Repair and Replacement.**

(a) All maintenance, repair and replacement of the Easements shall be made so as to interfere as little as practicable with the rights granted to the other party pursuant to this Agreement and with the operations on each Parcel of any of the owners thereof or their employees, agents, tenants, invitees or licensees. The parties shall use every reasonable effort to coordinate maintenance, repairs and replacement so that both Easements shall not be obstructed at the same time. The parties shall conduct repaving of the Easements so as to provide a smooth surface between the Parcels and shall maintain such surfaces in a smooth and evenly-covered condition with the use of surfacing material initially installed on the Improvements or of such similar quality, use and durability. The cost of such maintenance, repairs and replacement shall be borne equally by each party.

(b) Each party shall, at its sole cost and expense: repair, maintain and replace in a first-class manner the Easement and adjoining landscaping, street lighting and signage and stripe and re-stripe directional markers located on the Parcel to which it holds title; provide snow and ice removal from the same when necessary; and maintain, repair and replace the same to keep the same in a clean, sightly, safe, unobstructed, good and usable condition, reasonably free of debris. Each party shall maintain the pavement surface of its Parcel, including the Easements and those which border the Easements, at such grades and levels that the same may be used and enjoyed as contiguous and homogenous common areas. With regard to the foregoing, each party shall comply with any and all applicable federal, state and local zoning and other ordinances, statutes, guidelines, requirements and regulations. Notwithstanding the above, each party shall use its reasonable efforts to retain mutually acceptable service companies to provide routine maintenance

and common services, such as landscaping, snow removal, security, re-stripping, cleaning and minor repairs to the pavement surface for both Easements ("Common Area Maintenance"). Each party shall pay its pro-rata share of costs and fees associated with such Common Area Maintenance based on the percentage of square feet that each such party's Parcel bears to the aggregate square feet of both Parcels.

(c) Each party shall, at its sole cost and expense, be responsible for the cost of insurance and all real estate taxes on its Parcel.

6. 6639 Columbia's Right of First Refusal.

(a) In the event Iatrides receives a bona fide offer from a prospective purchaser for the Iatrides Parcel, 6639 Columbia shall have the right of first refusal to purchase the Iatrides Parcel at the same terms and conditions as such prospective purchaser's offer to Iatrides. Iatrides shall give written notice of any such offer to 6639 Columbia promptly upon receipt. Such right of first refusal must be exercised by 6639 Columbia within 60 days of Iatrides's notification to 6639 Columbia of such offer.

(b) In exchange for Iatrides's grant of the right of first refusal to 6639 Columbia as set forth in Section 6(a), 6639 Columbia shall be responsible for performing all Common Area Maintenance on the Iatrides Parcel and Iatrides's pro rata costs associated therewith other than the cost of maintenance, repair or replacement arising from the negligence or willful and wanton acts of Iatrides or its agents.

(c) The right of first refusal granted to 6639 Columbia in this Section 6 shall terminate upon Iatrides's sale or disposition of the Iatrides Parcel, at which time 6639 Columbia shall no longer be responsible for performing all Common Area Maintenance on the Iatrides Parcel and Iatrides's pro rata costs associated therewith as provided in Section 6(b).

7. Covenants Running with the Land. All provisions of this Agreement, including the rights, benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of 6639 Columbia, Iatrides, and their respective successors and assigns and their respective tenants, sub-tenants, licensees, concessionaires, employees, customers and invitees.

8. Subdivision. If either Parcel is hereinafter divided into two or more parts by separation of ownership, each party owning a part thereof shall enjoy the benefit of the easement granted herein.

9. Transfer of Ownership. Whenever a transfer of ownership of either Parcel occurs, the liability of the transferor for any breach of covenant occurring thereafter shall automatically terminate with respect to such transferor. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land to the owner of the Parcel or portion thereof being transferred.

10. Interpretation. The rule of strict construction does not apply to the grants herein. The grants herein shall be given a reasonable construction to carry out the intention of the parties to confer a commercially usable right of enjoyment on each grantee.

11. Termination. The grantee of any easement granted hereunder may terminate such easement by recording a release thereof with the Office of Recorder of Deeds of Lake County, Indiana with directions for delivery of the same to the grantor of the easement at its address given pursuant hereto,

whereupon all rights, duties and liabilities hereby created shall terminate as to such easement except for liabilities incurred hereunder prior to such termination.

12. Indemnity and Insurance.

(a) 6639 Columbia shall indemnify and hold harmless Iatrides and his employees and agents from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from 6639 Columbia's, or 6639 Columbia's tenants', contractors', employees', invitees' or agents' negligent use of the Iatrides Easement, except for any such liability, loss, damage, costs and expenses arising in whole or in part from the acts of Iatrides or his employees, agents or contractors or the acts of other parties who have been granted any easement by Iatrides upon, over and across the Iatrides Easement.

(b) Iatrides shall indemnify and hold harmless 6639 Columbia and its members, managers, employees and agents from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from Iatrides's, or Iatrides's tenants', contractors', employees', invitees' or agents' negligent use of the 6639 Columbia Easement, except for any such liability, loss, damage, costs and expenses arising in whole or in part from the acts of 6639 Columbia or its members, managers, employees, agents or contractors or the acts of other parties who have been granted any easement by 6639 Columbia upon, over and across the 6639 Columbia Easement.

(c) Each party shall carry at all times, with respect to the Parcel owned by it, commercial general public liability insurance, including contractual liability, in an amount not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence. Such insurance shall name the other party as additional insured. Any insurance required to be carried pursuant to this Section 12 may be carried under a policy or policies covering other liability and locations of the party obtaining the same; provided, however, that such policy or policies shall apply to the Parcel required to be insured by this Section 12 and in any amount not less than the amount of insurance required to be carried hereunder.

(d) Each party shall, from time to time upon the request of the other party, furnish to the other party policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, canceled or allowed to expire without at least ten (10) days' prior written notice to each party.

13. Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Indiana.

14. Attorneys' Fees. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

15. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or two (2) days after deposit in the U.S. mail if sent postage prepaid by U.S. registered or certified mail, return receipt requested, addressed as follows:

If to Iatrides: Gus Iatrides
PO Box 4190
Hammond, IN 46324

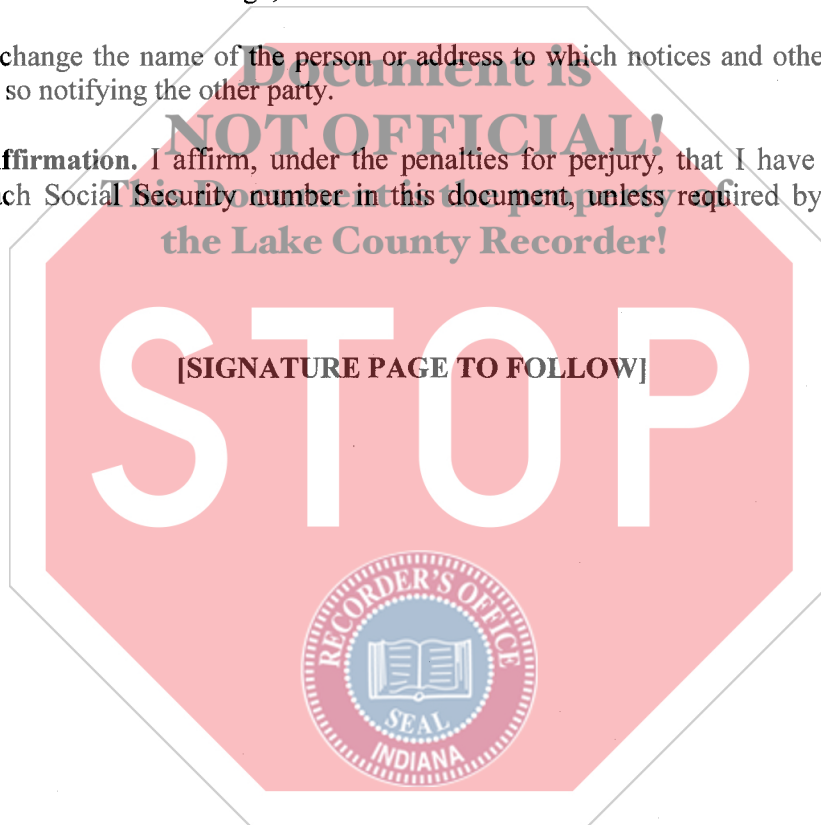
With a copy to: _____

If to 6639 Columbia: 6639 Columbia Avenue LLC
10811 W. 143rd Street, Suite 210
Orland Park, Illinois 60467
Attention: NEV Management LLC

With a copy to: Michael S. Roberts
Roberts McGivney Zagotta LLC
55 W. Monroe Street
Suite 1700
Chicago, Illinois 60603

Either party may change the name of the person or address to which notices and other communications are to be given by so notifying the other party.

16. **Affirmation.** 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, Michael S. Roberts.



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

By: *G. Iatrides*
 Name: Gus Iatrides

6639 COLUMBIA AVENUE LLC

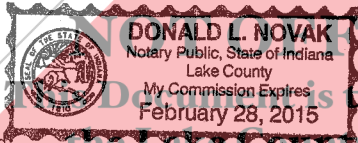
By: NEV Management LLC
 Its: Manager

By: *P.J. Vrdolyak III*
 Name: Peter J. Vrdolyak III
 Title: Manager

STATE OF _____)
) SS.
 COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Gus Iatrides, personally known to me, whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that he signed and delivered the said Instrument as his free and voluntary act and as the free and voluntary act of said for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 3 day of NOVEMBER 2014.



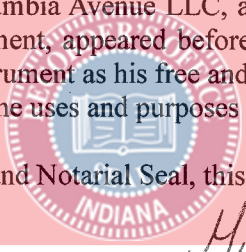
Donald L. Novak
 Notary Public

My Commission Expires: _____

STATE OF IL)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Peter J. Vrdolyak III, personally known to me to be the Manager of NEV Management, the Manager of 6639 Columbia Avenue LLC, an Illinois limited liability company, whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that he signed and delivered the said Instrument as his free and voluntary act and as the 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 10th day of NOVEMBER 2014.



Gina M. Clark
 Notary Public

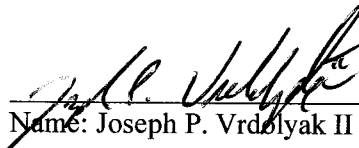
My Commission Expires: 2-6-18



CONSENT OF MORTGAGEE

Joseph P. Vrdolyak, holder of that certain Mortgage dated September 16, 2013 and recorded November 18, 2014 as Document Number 2014073196 (the "Mortgage"), covering the 6639 Columbia Parcel, hereby consents to the execution and recording of this Agreement and agrees that such Mortgage is subject and subordinated thereto. Notwithstanding anything to the contrary contained in this Agreement, upon any foreclosure, or acquisition of title to the real estate served by the Mortgage by deed in lieu of foreclosure or otherwise, no mortgagee or any party claiming by, through or under such mortgagee (together, a "Grantee") will be liable for any fees, liens or charges accruing in connection with the Agreement occurring prior to the date a Grantee acquires title, but shall be liable only to the extent of any fees, liens or charges accruing during the term of each Grantee's ownership.


IN WITNESS WHEREOF, Joseph P. Vrdolyak II has signed this instrument on this 11th day of December, 2014.


Name: Joseph P. Vrdolyak II

STATE OF IL)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Joseph P. Vrdolyak II, personally known to me, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered the said Instrument as his free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 11th day of December, 2014.


Notary Public

My Commission Expires: 2-6-18

OFFICIAL SEAL
GINA M CLARK
Notary Public - State of Illinois
My Commission Expires Feb 6, 2018



Exhibit A

Legal Description of 6639 Columbia Parcel

Owner: 6639 Columbia Avenue LLC
10811 W. 143rd Street #230
Orland Park, IL 60467

Description:

A part of the West 675.94 feet of the Northwest Quarter of the Northeast Quarter of Section 7, Township 36 North, Range 9 West of the 2nd Principal Meridian, described as follows: Commencing at a point in the West line of said Northeast Quarter which is 991.60 feet South of the Northwest corner of said Northeast Quarter, measured along the West line of said Northeast Quarter; thence East on a line that is parallel to and 331.95 feet North of the South line of said Northwest Quarter of the Northeast Quarter, which is the center line of 167th Street, 50.00 feet to the East line of dedicated Columbia Avenue and the point of beginning; thence continuing East on said 331.95 foot parallel line, 625.94 feet to a line that is parallel to and 675.94 feet East of the West line of said Northeast Quarter; thence South on said 675.94 foot parallel line, 301.95 feet to the North 30 foot dedicated right of way line of 167th Street; thence West on said 30 foot dedicated North right of way line of 167th Street, 443.71 feet to the dedicated Northeasterly right of way line of the 84 foot wide dedicated Southeastern Avenue; thence Northwesterly on said 84 foot Northeasterly right of way line of Southeastern Avenue, 300.17 feet to the dedicated 50 foot East line of Columbia Avenue; thence North on said 50 foot East line of Columbia Avenue 60.41 feet to the point of beginning, EXCEPTING THEREFROM The North 30 feet of the above described parcel of Land, in the City of Hammond, Lake County, Indiana.

Prepared By: Donald C. Torrenga, P.E.
Torrenga Engineering, Inc.
907 Ridge Road
Munster, IN 46321

Prepared For: 6639 Columbia Avenue LLC
10811 W. 143rd Street #230
Orland Park, IL 60467

Date: April 18, 2014

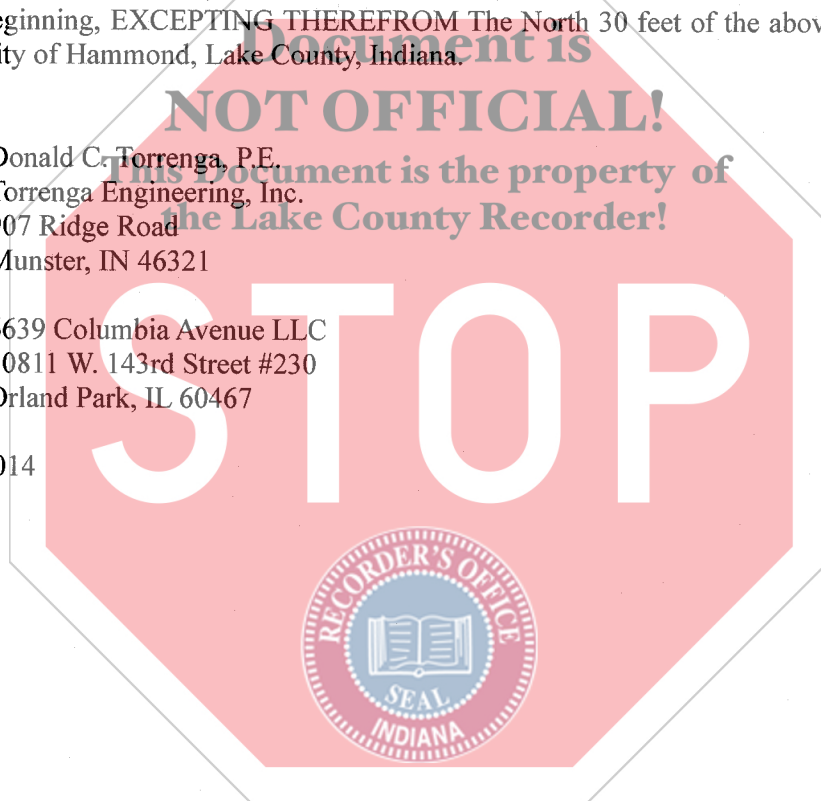


Exhibit B

Legal Description of Iatrides Parcel

House of Legends
Owner: Gus Iatrides
PO Box 4190
Hammond, IN 46324

Description:

A part of the West 675.94 feet of the Northwest Quarter of the Northeast Quarter of Section 7, Township 36 North, Range 9 West of the 2nd Principal Meridian, described as follows: Commencing at a point in the West line of said Northeast Quarter which is 946.60 feet South of the Northwest corner of said Northeast Quarter, measured along the West line of said Northeast Quarter; thence East on a line that is parallel to and 376.95 feet North of the South line of said Northwest Quarter of the Northeast Quarter, which is the center line of 167th Street, 50.00 feet to the East line of dedicated Columbia Avenue and the point of beginning; thence continuing East on said 376.95 foot parallel line 625.94 feet to a line that is parallel to and 675.94 feet East of the West line of said Northeast Quarter; then South on said 675.94 foot parallel line, 75.00 feet; thence West on a line parallel to and 301.95 feet North of the South line of said Northwest Quarter of the Northeast Quarter 625.94 feet, to the East line of the dedicated Columbia Avenue; thence North on said 50 foot East line of dedicated Columbia Avenue, 75.00 feet to the point of beginning in the City of Hammond, Lake County, Indiana.

Prepared By: Donald C. Torrenga, P.E.
Torrenga Engineering, Inc.
907 Ridge Road
Munster, IN 46321

Prepared For: 6639 Columbia Avenue LLC
10811 W. 143rd Street #230
Orland Park, IL 60467

Date: April 18, 2014

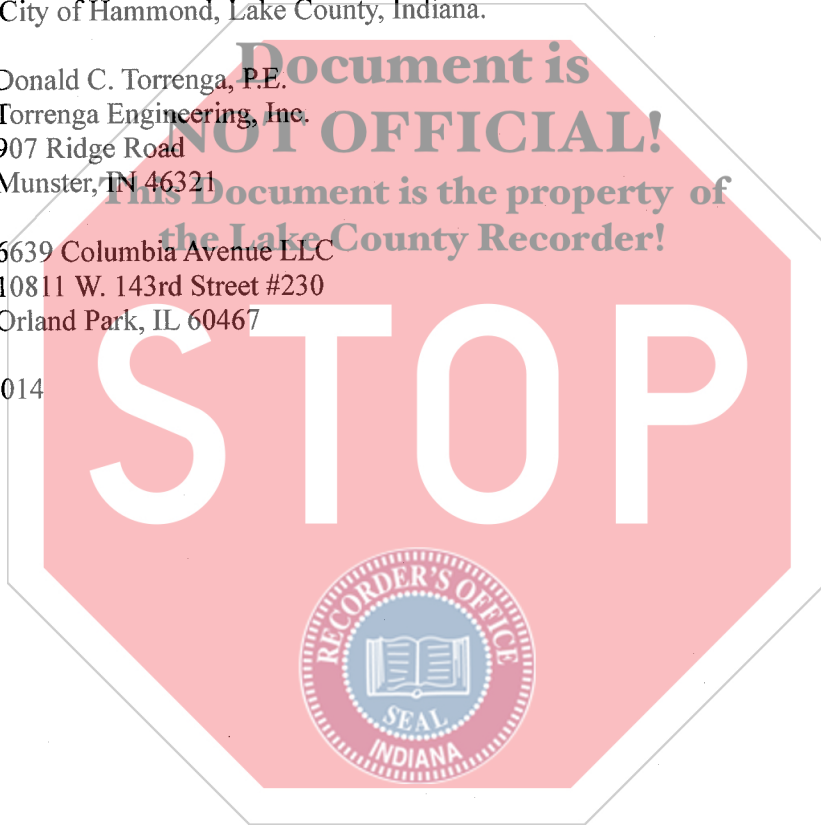


Exhibit C

Legal Description of 6639 Columbia Easement

Description:

A part of the Northwest Quarter of the Northeast Quarter of Section 7, Township 36 North, Range 9 West of the 2nd Principal Meridian, described as follows: Commencing at a point in the West line of said Northeast Quarter which is 1021.60 feet South of the Northwest corner of said Northeast Quarter, measured along the West line of said Northeast Quarter; thence East on a line that is parallel to and 301.95 feet North of the South line of said Northwest Quarter of the Northeast Quarter, which is the center line of 167th Street, 50.00 feet to the East line of dedicated Columbia Avenue; thence continuing East on said 301.95 foot parallel line, North 89°35'13" East, a distance of 19.58 feet to the point of beginning of this description; thence continuing East on said 301.95 foot parallel line, North 89°35'13" East, a distance of 55.42 feet, to a point of curve; thence Southeasterly along a curve which is concave to the Northeast, having a radius of 5.00 feet, (the chord of which bears South 44°57'42" East, a chord distance of 7.13 feet), an arc distance of 7.93 feet; thence North 89°35'13" East, a distance of 140.00 feet; thence North 75°06'34" East, a distance of 20.00 feet to said line that is parallel to and 301.95 feet North of the South line of said Northwest Quarter of the Northeast Quarter; thence continuing East on said 301.95 foot parallel line North 89°35'13" East, a distance of 349.38 feet; thence South 00°24'47" East, a distance of 10.00 feet; thence South 89°35'13" West, a distance of 308.11 feet; thence South 75°06'34" West, a distance of 60.00 feet; thence South 89°35'13" West, a distance of 202.47 feet; thence North 00°47'16" West, a distance of 20.90 feet, to a point of curve; thence Northwesterly along a curve which is concave to the Southwest, having a radius of 20.00 feet, (the chord of which bears North 05°25'40" West, a chord distance of 4.11 feet), an arc distance of 4.12 feet, to the point of beginning, in the City of Hammond, Lake County, Indiana.

Prepared By: Donald C. Torrenga, P.E.
Torrenga Engineering, Inc.
907 Ridge Road
Munster, IN 46321

Date: April 24, 2014

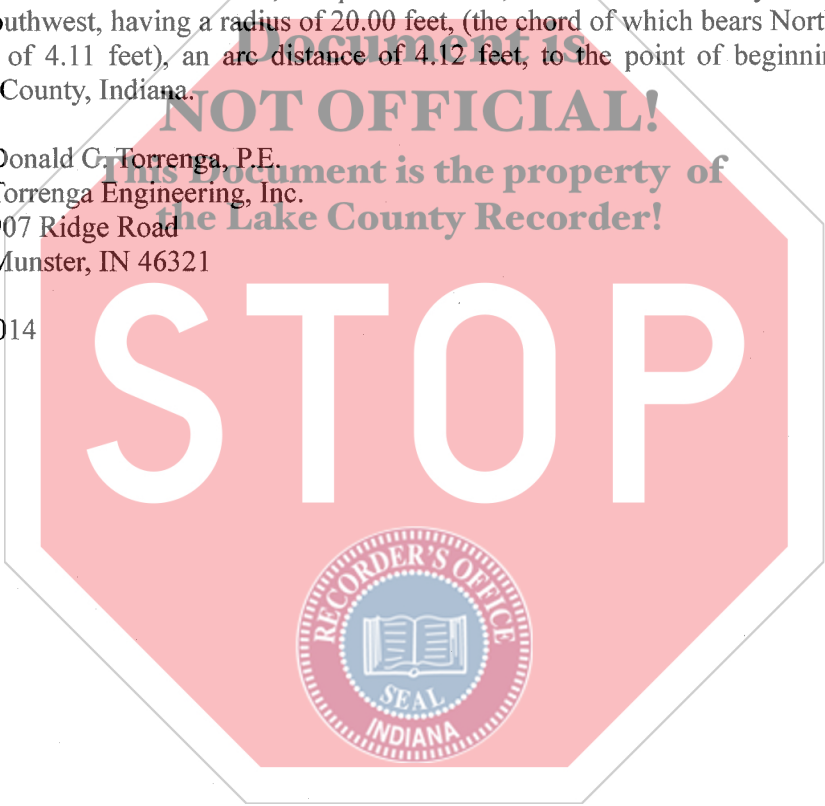


Exhibit D

Legal Description of Iatrides Easement

Western Portion

Description:

A part of the Northwest Quarter of the Northeast Quarter of Section 7, Township 36 North, Range 9 West of the 2nd Principal Meridian, described as follows: Commencing at a point in the West line of said Northeast Quarter which is 946.60 feet South of the Northwest corner of said Northeast Quarter, measured along the West line of said Northeast Quarter; thence East on a line that is parallel to and 376.95 feet North of the South line of said Northwest Quarter of the Northeast Quarter, which is the center line of 167th Street, 50.00 feet to the East line of dedicated Columbia Avenue and the point of beginning; thence continuing East on said 376.95 foot parallel line, North 89°35'13" East, a distance of 75.00 feet; thence South 00°29'23" West, a distance of 75.00 feet, thence South 89°35'13" West, along a line which is parallel to and 301.95 feet North of the South line of said Northwest Quarter of the Northeast Quarter, a distance of 55.42 feet, to a point on a curve; thence Northwesterly along a curve which is concave to the Southwest, having a radius of 20.00 feet, (the chord of which bears North 50°24'40" East, a chord distance of 25.23 feet), an arc distance of 27.30 feet; to the East line of dedicated Columbia Avenue; thence North 00°29'23" East, along the East Line of dedicated Columbia Avenue, a distance of 58.79 feet, to the point of beginning, in the City of Hammond, Lake County, Indiana.

Eastern Portion

Description:

A part of the Northwest Quarter of the Northeast Quarter of Section 7, Township 36 North, Range 9 West of the 2nd Principal Meridian, described as follows: Commencing at a point in the West line of said Northeast Quarter which is 1021.60 feet South of the Northwest corner of said Northeast Quarter, measured along the West line of said Northeast Quarter; thence East on a line that is parallel to and 301.95 feet North of the South line of said Northwest Quarter of the Northeast Quarter, which is the center line of 167th Street, 289.37 feet to the point of beginning of this description; thence North 75° 06' 34" East, a distance of 40.00 feet; thence North 89° 35' 13" West, a distance of 310.65 feet; thence South 00°24'47" East, a distance of 10.00 feet; thence South 89°35'13" West, along a line which is parallel to and 301.95 feet North of the South line of said Northwest Quarter of the Northeast Quarter, a distance of 349.38 feet, to the point of beginning, in the City of Hammond, Lake County, Indiana.

Prepared By: Donald C. Torrenga, P.E.
Torrenga Engineering, Inc.
907 Ridge Road
Munster, IN 46321



Date: April 24, 2014

Exhibit E

Survey attached.

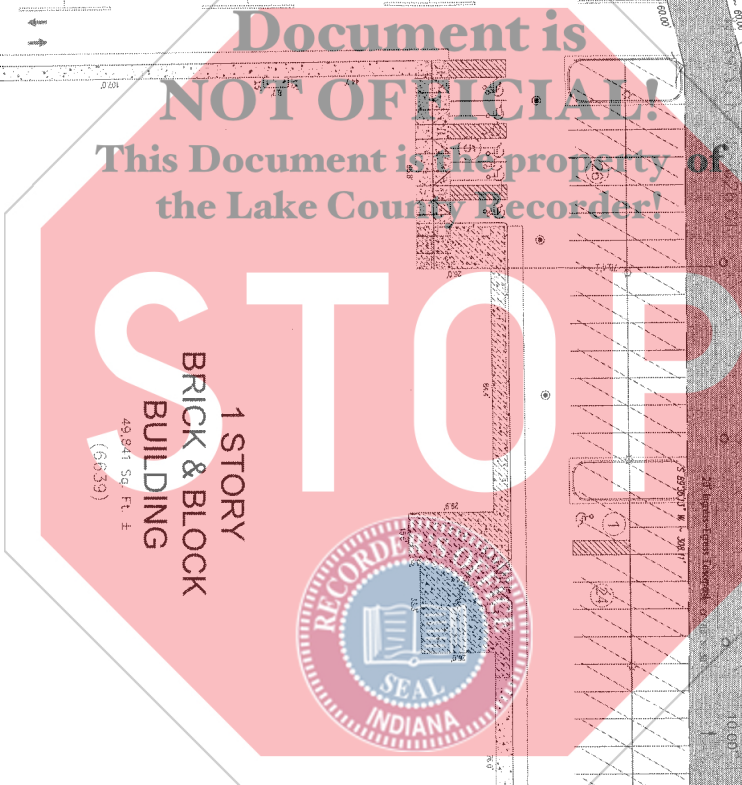


S. COLUMBIA AVENUE

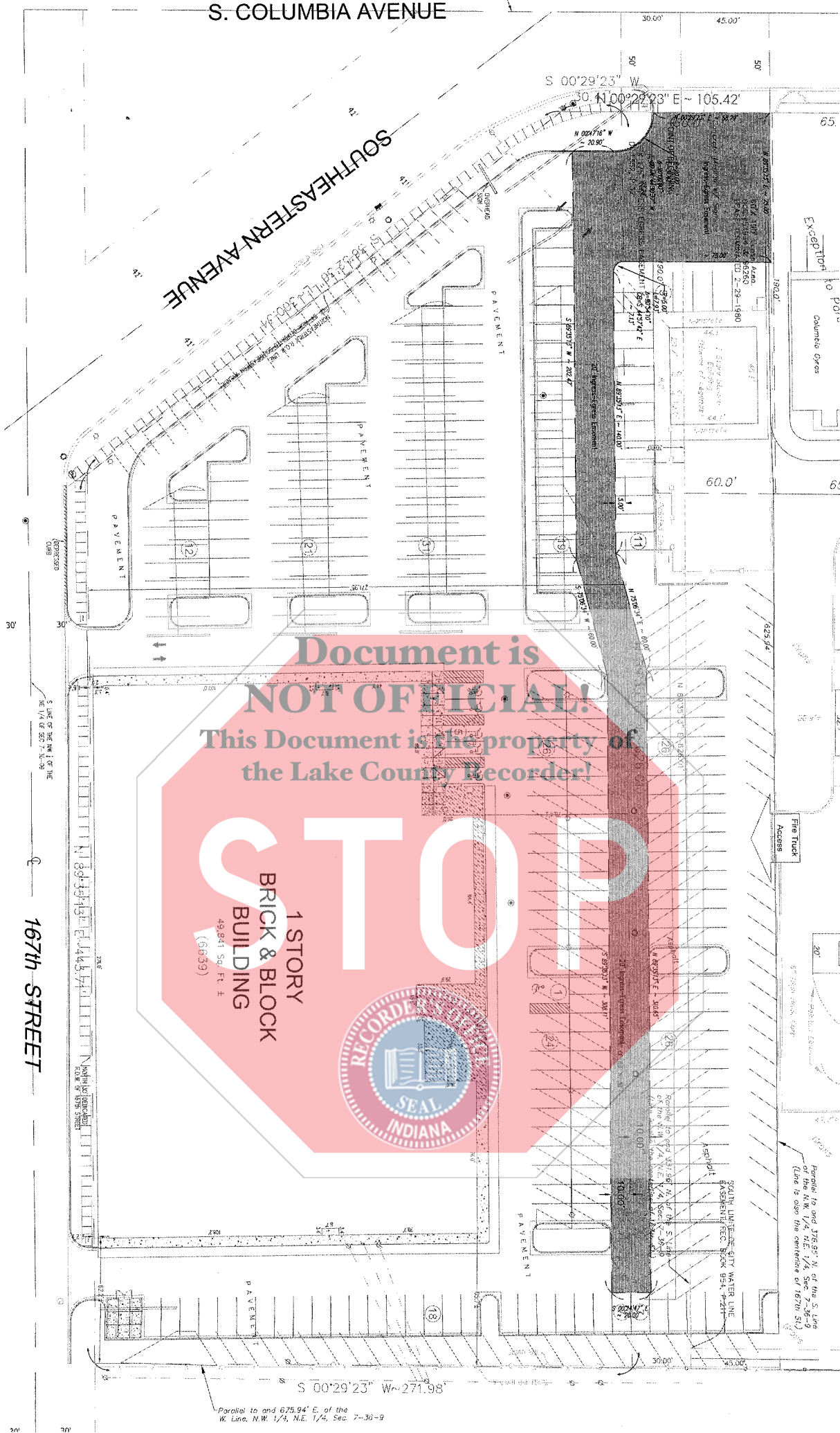
SOUTHEASTERN AVENUE

167th STREET

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



1 STORY
BRICK & BLOCK
BUILDING
49,841 SQ. FT. ±
(66,839)



Parallel to and 675.94' E. of the W. Line, N.W. 1/4, N.E. 1/4, Sec. 7-36-9

Parallel to and 376.95' N. of the S. Line of the N.W. 1/4, N.E. 1/4, Sec. 7-36-9 (Line is also the centerline of 167th St.)