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DETENTION POND AGREEMENT

This grant and declaration is made as of October __, 1992 between First Citizens Bank, National Association, not personally but as Trustee under the Trust Agreement dated May 5, 1970 and known as Trust No. 607 ("Trustee") and Melvin H. Goldman and Kathleen J. Goldman (the "Grantors").

RECITALS

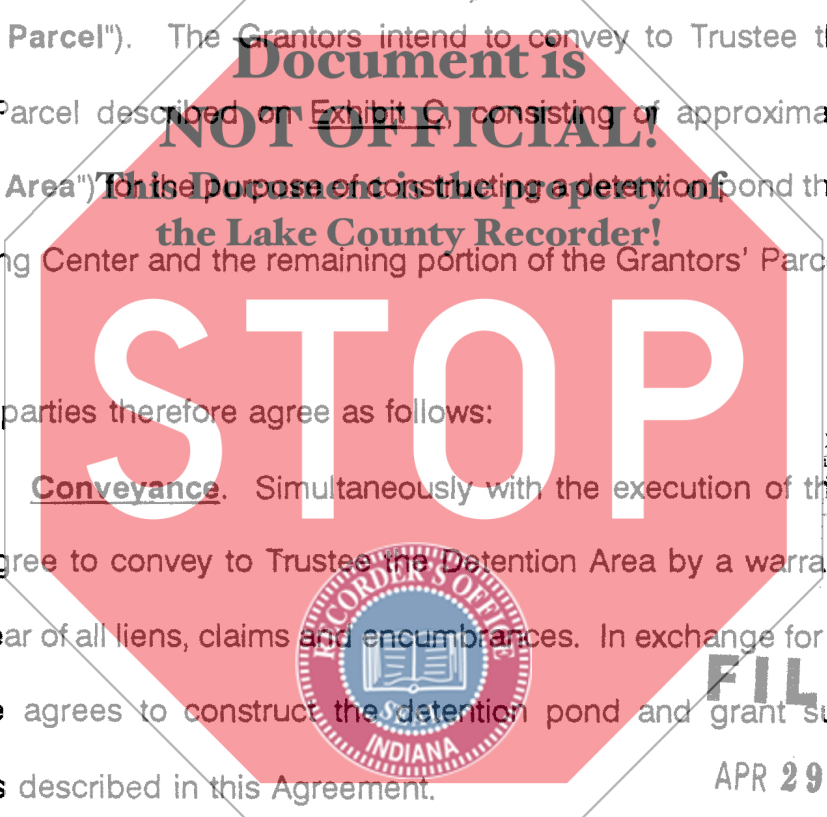
Trustee is the owner of a shopping center commonly known as Ridge Plaza at Ridge Road and Calhoun in Gary, Indiana, legally described on Exhibit A (the "Shopping Center").

The Grantors are the owner of a certain parcel of land described on Exhibit B (the "Grantors' Parcel"). The Grantors intend to convey to Trustee that portion of the Grantors' Parcel described on Exhibit C, consisting of approximately .8 acres (the "Detention Area") for the purpose of constructing a detention pond that will service both the Shopping Center and the remaining portion of the Grantors' Parcel (the "Benefitted Property").

The parties therefore agree as follows:

1. Conveyance. Simultaneously with the execution of this Agreement, the Grantors agree to convey to Trustee the Detention Area by a warranty Deed in Trust, free and clear of all liens, claims and encumbrances. In exchange for such conveyance, the Trustee agrees to construct the detention pond and grant such easements to Grantors as described in this Agreement.

2. Construction of Detention Pond. The Trustee agrees to construct and maintain at the Trustee's sole cost and expense, a detention pond for the exclusive use of the Shopping Center, the Benefitted Property and the occupants of such properties from time to time.



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JOHN E. PETALAS
LAKE COUNTY AUDITOR

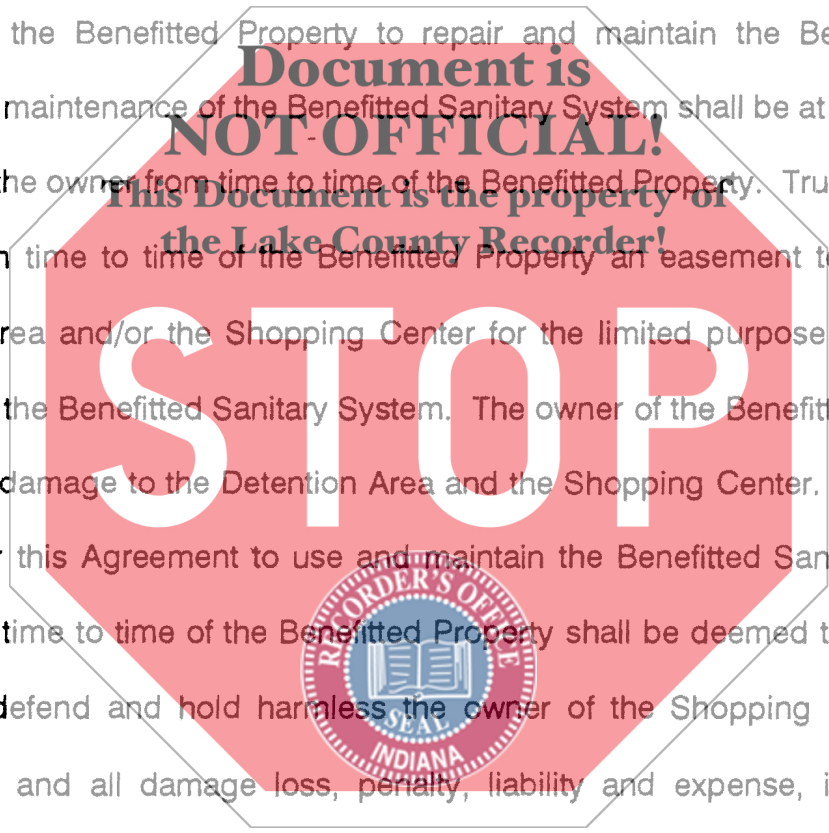
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3. **Grant of Storm Water Easement.** Trustee grants to the Grantors a non-exclusive drainage easement for detention of storm water and other surface water in, to and over the Detention Area for the purpose of draining storm water and other surface water from the Benefitted Property. All mains, pipes, lines, connections, valves and other appurtenances connecting to the Detention Area shall be located only below ground level. This easement shall be used only by the occupants from time to time of the Benefitted Property and may not be expanded or extended by the owners of the Benefitted Property to include any other properties without the written consent of the owner of the Shopping Center. The easement granted to the Grantors includes the right of the owners from time to time of the Benefitted Property to enter upon the Detention Area to construct, repair and maintain such mains, pipes, lines, connections, valves and other appurtenances reasonably necessary for the purpose of draining storm water and other surface water into the Detention Area from the Benefitted Property (the "**Benefitted Storm System**") in a manner consistent with applicable laws and regulations. All construction and maintenance of the Benefitted Storm System shall be at the sole cost and expense of the owner from time to time of the Benefitted Property. By exercising its rights to construct and maintain the Benefitted Storm System, the owner from time to time of the Benefitted Property shall be deemed to have agreed to indemnify, defend and hold harmless the owner from time to time of the Detention Area harmless from and against any and all damage, loss, penalty, liability and expense including, without limitation, reasonable attorney's fees, in any way related to the construction or maintenance of the Benefitted Storm System.

4. **Grant of Sanitary Easement.** Trustee also grants to the owners of the Benefitted Property and their successors and assigns a non-exclusive easement to

extend their sanitary lines from their existing septic tank unit on the Benefitted Property to connect to and use the sanitary system within the Shopping Center. All mains, pipes, lines, connections, valves and other appurtenances relating to the extension of such existing sanitary facilities (the "**Benefitted Sanitary System**") shall be constructed by Trustee at Trustee's sole expense and shall be located only below ground level. Grantors grant to Trustee and its contractors an easement on, over and under the Benefitted Property for the purpose of installing and constructing the Benefitted Sanitary System. Once constructed, Grantors shall be responsible for repairing the Benefitted Sanitary System, but if the owner of the Benefitted Property fails to maintain the Benefitted Sanitary System, the owners from time to time of the Shopping Center may enter upon the Benefitted Property to repair and maintain the Benefitted Sanitary System. All maintenance of the Benefitted Sanitary System shall be at the sole cost and expense of the owner from time to time of the Benefitted Property. Trustee grants to the owners from time to time of the Benefitted Property an easement to enter upon the Detention Area and/or the Shopping Center for the limited purpose of repairing and maintaining the Benefitted Sanitary System. The owner of the Benefitted Property shall restore any damage to the Detention Area and the Shopping Center. By exercising its rights under this Agreement to use and maintain the Benefitted Sanitary System, the owner from time to time of the Benefitted Property shall be deemed to have agreed to indemnify, defend and hold harmless the owner of the Shopping Center from and against any and all damage loss, penalty, liability and expense, including without limitation, reasonable attorney's fees in any way related to the maintenance of the Benefitted Sanitary System.



5. **Operation of the Detention Area.** The owner from time to time of the Shopping Center shall repair, maintain and operate the Detention Area at its sole cost and expense but shall not be responsible nor liable for any use of the Detention Area for any purpose other than run off storm water and other surface water retention.

6. **Operation of Sanitary System.** The sanitary system at the Shopping Center is connected to and treated by V & E Enterprises, Incorporated ("**Sanitary Treatment Company**") which imposes an annual charge based upon the amount of water usage of the owner and various occupants from time to time of the Shopping Center. After construction of the Benefitted Sanitary System, promptly upon receipt of such invoice from the Sanitary Treatment Company, the owner of the Shopping center will invoice the owner of the Benefitted Property its respective portion of the charges for the sanitary system which shall be based upon the amount of water usage consumed by the owner and occupants of the Shopping Center and the Benefitted Property for the applicable period.

7. **Failure to Pay Sanitary Charges.** In the event that the owner of the Benefitted Property fails to pay for its portion of the charges for operating the Benefitted Sanitary System, maintaining the Benefitted Storm System on the Benefitted Property or repairing and maintaining the Benefitted Sanitary System on the Benefitted Property, the owner of the Shopping Center may place a lien upon the Benefitted Property for the amount of such charges incurred by the owner of the Shopping Center, plus all reasonable attorney's fee, court costs and other charges incurred in enforcing this Agreement and the payment of obligations due from the owner of the Benefitted Property and may foreclose upon such lien in the manner provided by law. In addition, if the sanitary charges are not paid by the owner of the Benefitted Property within 90

days after receipt of the invoice, the owner of the Shopping Center may terminate the sanitary easement rights granted to the owner of the Benefitted Property by recording a Declaration of Termination and may disconnect the Benefitted Sanitary System, at the expense of the owner of the Benefitted Property.

8. **Term.** Except as otherwise provided in this Agreement, all easements shall run with the land and shall remain in full force and effect in perpetuity and at all times shall inure to the benefit of and be binding upon the Trustee, the Grantors, their successors and assigns and any owner, tenant, purchaser, mortgagee or other person having an interest in the Benefitted Property. Reference to the easements and rights described in any part of this instrument in any deed, conveyance, lease, mortgage, trust deed or other evidence of that obligation, shall be sufficient to grant such easements and rights to the respective grantees, tenants, mortgagees or trustees of such real estate and to reserve to the grantor or tenants, their successors and assigns, as easements appurtenant to the Lake County Premises, the easements created by this instrument for the benefit of any owner, occupant or mortgagee with respect to any portion of the real estate described in this Agreement as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such document. This instrument may not be amended without the consent of all owners, beneficial owners and mortgagees of the Detention Area, the Shopping Center and the Benefitted Property.

9. **Exculpation.** This grant and declaration is executed by First Citizens Bank, a national association, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and upon the express direction of the beneficiary of the Trust Agreement dated May 5, 1970 and known as Trust No. 607. Nothing



contained in this grant and declaration shall be construed as creating any liability whatsoever against the Trustee personally. Without limiting the generality of the preceding, there shall be no personal liability to pay any indebtedness accruing under this agreement or to perform any covenant, express or implied, and all personal liability of the Trustee of any sort is expressly waived by any person now or hereafter claiming any right or security under this Agreement.

TRUSTEE:

FIRST CITIZENS BANK, National Association, not personally but as Trustee under the Trust Agreement dated May 5, 1970 and known as Trust No. 607

By: _____

Diana L. Alinsky

Name: _____

DIANA L. ALINSKY

Title: _____

TRUST OFFICER



STATE OF INDIANA)
)SS
COUNTY OF LaPorte)

On this 11th day of November, 1992, before me, a Notary Public within and for said County, personally appeared Diana L. Aliosky, the TRUST OFFICER of FIRST CITIZENS BANK, National Association, not personally but solely as Trustee under the provisions of a Trust Agreement dated May 5, 1970 and known as Trust No. 607, who is personally known to me to be the same person whose name is subscribed to the foregoing document.

Justina C. Mejean
Notary Public

My Commission Expires:

Justina C. Mejean, Notary Public My commission expires:
A resident of LaPorte County, IN May 3, 1996

STATE OF)
)SS
COUNTY OF)

On this 20th day of November, 1992, before me, a Notary Public, within and for said county, personally appeared MELVIN H. GOLDMAN, who, being known to me, executed the foregoing document and acknowledged the execution of same.

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

Juanita M. Cook
Notary Public

My Commission Expires:

8-16-93

STATE OF)
)SS
COUNTY OF)

On this 20th day of November, 1992, before me, a Notary Public, within and for said county, personally appeared KATHLEEN J. GOLDMAN, who, being known to me, executed the foregoing document and acknowledged the execution of same.

Juanita M. Cook
Notary Public

My Commission Expires:

8-16-93

EXHIBIT 'A'

LEGAL DESCRIPTION

**SHOPPING CENTER
RIDGE ROAD AT CALHOUN STREET
LAKE COUNTY, INDIANA**

PARCEL 1

Part of the southwest quarter of Section 24, Township 36 north, Range 9 west of the second P.M. in Lake County, Indiana being more particularly described as follows: Beginning at the southwest corner of said Section 24; thence south 89 degrees 03' 53" east along the south line of said Section 24, 1,097.03 feet; thence north 0 degrees 55' 33" west, 198 feet; thence north 89 degrees 03' 53" west, 1,097.03 feet to the west line of Section 24; thence south 0 degrees 55' 33" east along the west line of said Section 24, 198 feet to the point of beginning containing 4.98 acres more or less.

PARCEL 2

Part of the northwest quarter of the northwest quarter of Section 25, Township 36 north, Range 9 west of the second P.M. in Lake County, Indiana being more particularly described as follows: Beginning at a point on the north line of the northwest quarter of said Section 25 a distance of 300.02 feet east of the northwest corner of said Section 25; thence south 89 degrees 03' 53" east along the north line of said Section 25 a distance of 811.09 feet; thence south 0 degrees 02' 20" west, 150 feet; thence south 88 degrees 56' 20" east, 171.35 feet to the east line of the northwest quarter of the northwest quarter of said Section 25; thence south 0 degrees 00' 25" west along said east line, 733.17 feet to the northerly line Ridge Road; thence north 83 degrees 52' 50" west along the northerly line of Ridge Road a distance of 961.14 feet; thence north 0 degrees 02' 30" east, 367.05 feet; thence north 84 degrees 29' 15" west, 60.24 feet; thence north 0 degrees 04' 20" west, 425 feet to the point of beginning containing 18.16 acres more or less.

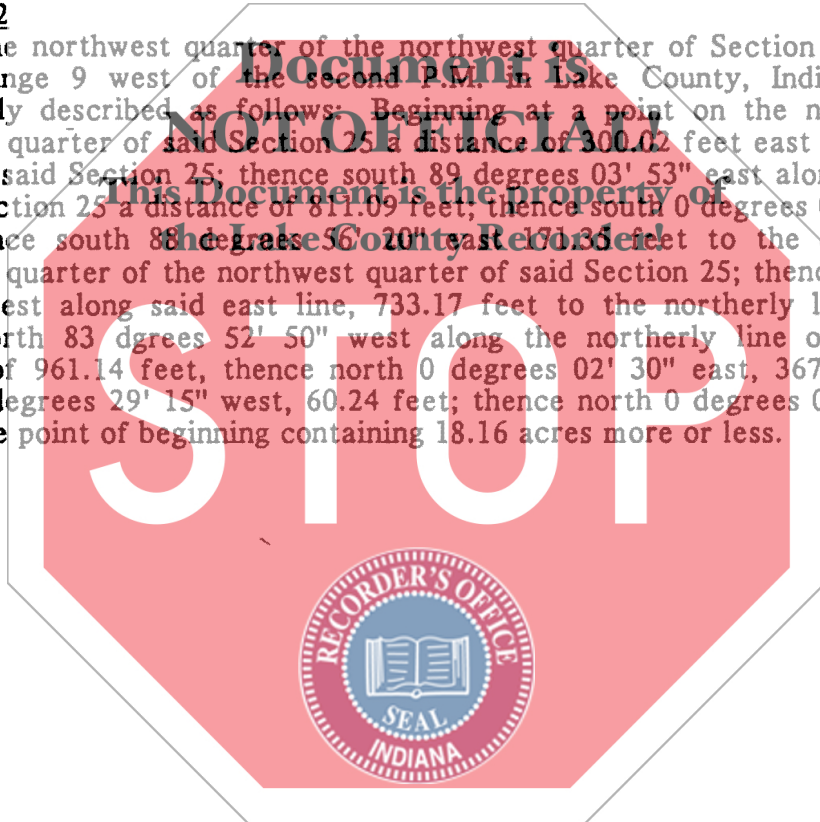


EXHIBIT B

LEGAL DESCRIPTION OF GRANTORS' PARCEL

Par.1: A tract of land in the west 1/2 of the NW1/4 of Section 25, Twp. 36 North, Range 9 west of the second P.M., described as beginning at a point 220.42 feet east and 383.7 feet south of the northwest corner of said Section 25, thence east on a line which is parallel to and 383.7 feet south of the north line of said Section 25 a distance of 79.6 feet; thence south on a line which is parallel to and 300.02 feet east of the west line of said Section 25 to the north line of 80 foot wide Ridge Road; thence northwesterly along the north line of said Ridge Road, a distance of 80 feet; thence north on a line parallel to and 220.42 feet east of the west line of said Section 25 a distance of 400 feet to the place of beginning, in Calumet Township, Lake County, Indiana.

Par.2: A tract of land in the west 1/2 of the northwest 1/4 of Section 25, Twp. 36 north, Range 9 west of the second P.M., described as beginning at a point on the northerly line of Ridge Road 960 feet westerly of, measured along the northerly line of Ridge road from the intersection of the northerly line of Ridge Road and the east line of the northwest 1/4 of the northwest 1/4 of said Section 25; thence northwesterly along the northerly line of Ridge Road 60 feet; thence along a line bearing north 0 degrees 3 minutes west, said line being 300.02 feet east of the west line of the northwest 1/4 of the northwest 1/4 of said Section 25, a distance of 366.60 feet; thence due south along a line bearing south south 84 degrees 16 minutes east 60.24 feet to a point; thence due south along a line parallel to the east line of northwest 1/4 of the northwest 1/4 of said Section 25 a distance of 367.05 feet to the place of beginning, in Calumet Township, Lake County, Indiana.

Par.3: That part of the west 1/2 of the northwest 1/4 of Section, Twp. 36 north, Range 9 west of the second P.M., beginning at a point on the north line of said Section 25, 220.42 feet east of the northwest corner of said Section 25, thence east along said north line 79.6 feet; thence south on a line which is parallel to and 300.02 feet east of the west line of said Section 25, a distance of 383.7 feet; thence west parallel to and 383.7 feet south of the north line of said Section 25 a distance of 79.6 feet; thence north on a line parallel to and 220.42 feet east of the west line of said Section 25 a distance of 383.7 feet to the place of beginning, in Calumet Township, Lake County, Indiana.

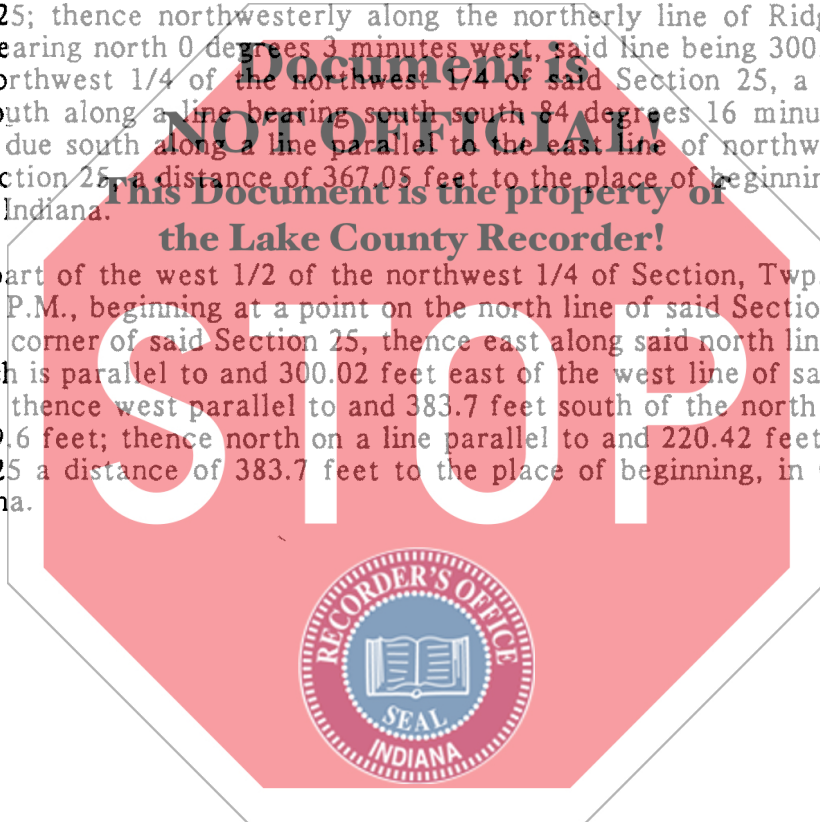


EXHIBIT C

**LEGAL DESCRIPTION
DETENTION AREA
RIDGE PLAZA
GARY, INDIANA**

That part of the west one-half of the NW one-quarter of Section 25, Township 36 north, Range 9 west, of the second P.M. beginning at a point on the north line of said Section 25, 220.42 feet east of the NW corner of said Section 25, thence east along the north line 79.6 feet; thence south a line which is parallel to the 300.02 feet east of the west line of the said Section 25 a distance of 425 feet; thence west parallel to and 425 feet south of the north line of Section 25 a distance of 79.6 feet; thence north on a line parallel to and 220.42 feet each of the west line of said Section 25 a distance of 425 feet to the place of beginning, in Calumet Township, Lake County, Indiana.

