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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 028313

2015 MAY 12 AM 9:27

MICHAEL B. BRIDGES
RECORDER

Agreement for Mutual Rescission of Lease Agreement

This Agreement for Mutual Rescission of Lease is made on April 29, 2015, by and between INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS (successor to the Indiana Regional Council of Carpenters), with its principal place of business located at 771 Greenwood Springs Drive, Greenwood, Indiana 46143, and also conducting business and maintaining offices at 780 N. Union Street, Hobart, Indiana 46342 ("Landlord"), and the INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS JOINT APPRENTICESHIP AND TRAINING FUND (successor to the Trustees of the Northwest Indiana Joint Apprenticeship Trust Fund), with its principal place of business located at 711 Greenwood Springs Drive, Greenwood, Indiana 46143, and also conducting vocational training and related business and maintaining offices and a training facility at 760 N. Union Street, Hobart, Indiana 46342 ("Tenant"), and shall operate by mutual agreement, and for the benefit of all parties hereto and their successors, to fully and completely rescind the Lease Agreement dated August 1, 1999 and executed by and between the parties hereto on January 17, 2000 concerning the property herein described.

Recitals

A. Landlord is the owner of the parcel of real property that has previously been identified as Lot 1 in Carpenter's Union Center Subdivision located in the City of Hobart, County of Lake, State of Indiana, Recorded in Plat Book 85, Page 90, in the Office of the Recorder of Lake County, Indiana, excepting therefrom that portion of U.S. 6 (37th Avenue), as described in document numbers 2002-089796 and 94016552; Parcel # 45-09-28-126-005.000-018 ("Original Lot 1"). The property contains areas commonly known as 780 N. Union Street (northern portion of Original Lot 1) and 760 N. Union Street (southern portion of Original Lot 1), Hobart, Indiana.

There is located on the area of Original Lot 1 commonly known as 760 N. Union Street, Hobart, Indiana a building known as the Carpenters Apprenticeship Training Center which is a one story building with an additional mezzanine floor with a total square footage of 44,341 square feet.

Landlord has now caused Original Lot 1 in Carpenter's Union Center Subdivision to be re-subdivided by a Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision in Hobart, Indiana recorded in the Office of the Recorder of Lake County, Indiana on March 27, 2015 in Plat Book 108, Page 04 as Document No. 2015 018057. The resubdivision of Lot 1 created two new parcels known as Lot 1 and Lot 2 in the Resubdivision of Lot 1 of Carpenter's Union Center Subdivision in Hobart, Indiana. The new Lot 1 is the real property that has been commonly known as 780 N. Union Street, Hobart, Indiana. The new Lot 2 is the property that has been commonly known as 760 N. Union Street, Hobart, Indiana and which is the property upon which the above-mentioned Carpenters Apprenticeship Training Center is located.



Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder.

FILED

MAY 12 2015

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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B. Landlord and Tenant have previously executed a Lease, dated August 11, 1999 and fully executed on January 17, 2000, by which Landlord leased the southern portion of Original Lot 1 in Carpenter's Union Center Subdivision located at 760 N. Union, Hobart, Indiana ("Premises"), to Tenant for a term of 20 years commencing on August 1, 1999 and ending July 31, 2019 ("Lease Agreement").

The lease Premises were described in the Lease as follows:

"... real estate commonly known as 760 North Union Street, Hobart, Lake County, Indiana 46342, legally described as part of the northeast quarter of Section 28, Township 36 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, described as follows:

Beginning at the Northeast corner of said quarter section; thence West along the North line thereof 495 feet; thence South 1,320 feet; thence East 495 feet, thence North 1,320 feet to the place of beginning, except South 264 feet thereof, in Lake County, Indiana."

Tenant has been, and is, in possession of the Premises pursuant to the terms of the Lease Agreement.

C. As consideration for said Lease, Tenant agreed to pay, and has paid, rent each month to Landlord, and Tenant is current in this and other obligations under the Lease Agreement.

D. In exchange for good and valuable consideration which includes the rescission of the Lease, Landlord, has now agreed to convey Lot 2 in the Resubdivision of Lot 1 of Carpenter's Union Center Subdivision (commonly known as 760 N. Union Street, Hobart, Indiana; Parcel No. 45-09-28-126-025.000-018) to Tenant by means of a Warranty Deed, while Landlord continues to be the owner of the adjacent Lot 1 in Resubdivision of Lot 1 of Carpenter's Union Center Subdivision (commonly known as 780 N. Union Street, Hobart, Indiana; Parcel No. 45-09-28-126-024.000-018), and Landlord is to acquire for itself certain easements ("Easements") as to Lot 2 in the Resubdivision of Lot 1 of Carpenter's Union Center Subdivision, which easements are more fully described in the Easement Agreements, dated the same date as this Agreement, and attached hereto, for a means of ingress and egress to Landlord's Lot 1 in the Resubdivision of Lot 1 of Carpenter's Union Center Subdivision, and for drainage.

E. Landlord and Tenant have agreed that the Lease shall be cancelled and terminated in consideration of the mutual covenants set forth below and in accordance with the terms and conditions set forth herein.

IT IS THEREFORE AGREED,

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference into this Agreement as though set forth at length.

2. Lease Modification. The term of the Lease shall expire and shall be deemed terminated and cancelled effective on the date of execution of this Agreement for Mutual Rescission of Lease Agreement, namely April 29, 2015 (the "Expiration Date"). Except as modified herein, the Lease is unmodified and in full force and effect.

3. Lease Termination. On the Expiration Date, (i) the Lease shall be deemed terminated and cancelled with the same effect as if such date were the normal expiration date of the Lease; (ii) Tenant's tenancy shall be terminated; and (iii) neither party shall have any claim against the other, and each party releases the other from any and all claims, liabilities, damages, causes or actions of any kind whatsoever arising out of or pursuant to the Lease or the Tenant's use and occupancy of the premises or Tenant's prepayment of rent EXCEPT, Landlord's obligation to pay 2015 and prior real estate taxes per the parties' Real Estate Easement Agreement executed as a part of this transaction.

4. Compliance with Obligations. Tenant shall be responsible for all obligations of Tenant under the Lease through and including the Termination Date.

5. Mutual Release. By this Agreement, effective on the Termination Date and so long as Landlord has executed a Warranty Deed conveying to Tenant the aforesaid Lot 2 in the Resubdivision of Lot 1 of Carpenters Union Center Subdivision, and neither party shall be in default under its obligations hereunder, each party hereto releases the other party hereto from all claims, demands, damages, rights, liabilities, and causes of action of any nature whatsoever, whether at law or equity, known or unknown, suspected or unsuspected, which are related or in any manner incidental to the Lease. Each party waives and relinquishes any right or benefit which it has or may have under applicable law regarding waiver of unknown claims to the full extent that it may lawfully waive such rights and benefits. In connection with such waiver and relinquishment, each party acknowledges that it is aware that it or its attorneys or accountants may hereafter discover facts in addition to or different from those which it now knows or believes to exist with respect to the subject matter of this Agreement or the other party hereto, but that it is such parties' intention hereby fully, finally, and forever to settle and release all of the claims, disputes and differences, known or unknown, suspected or unsuspected, which now exist or may exist hereafter between each party with regard to the Lease or the premises. This agreement shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts. Notwithstanding the foregoing to the contrary, this Mutual Release is not intended to release or offset actions by either party for claims arising as a result of a breach of this Agreement.

6. **Knowing Release.** In executing this Agreement, each party hereto acknowledges that they have consulted with and received the advice of counsel and that the parties have executed this Agreement after independent investigation and without fraud, duress, or undue influence.

7. **Authority of Tenant.** Tenant represents and warrants that (i) it is the owner and holder of Tenant's interest in the Lease and that it has the power, right and authority to execute this Agreement and to carry out the intent hereof; and, (ii) the execution and delivery of this Agreement shall not violate or contravene any agreement, contract, security agreement, lease or indenture to which Tenant is a party or by which it is bound or requires the consent of any party to any of the foregoing.

8. This Agreement shall be governed by the laws of the State of Indiana. In the event of any dispute or controversy between the parties hereto regarding this easement and its attendant terms and conditions, the parties hereto agree that said dispute or controversy shall be submitted to binding arbitration in accordance with the rules and regulations of the American Arbitration Association. If any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

9. **No Waiver of Terms.** The failure of either party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

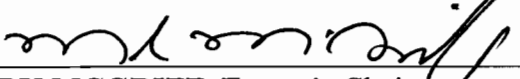
10. **Final and Complete Expression.** This Agreement contains the entire agreement between the parties and is their final and complete expression relating to the rights herein granted and the obligations herein assumed. Any oral representations, waivers, revocations or modifications concerning this instrument shall be of no force or effect except in a subsequent writing, signed by all of the parties hereto.

11. **Severability.** If any provision in this Agreement is deemed invalid, then the remaining provisions thereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this Agreement.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 29th day of APRIL, 2015.

INDIANA/ KENTUCKY/OHIO REGIONAL
COUNCIL OF CARPENTERS JOINT
APPRENTICESHIP AND TRAINING FUND, Tenant

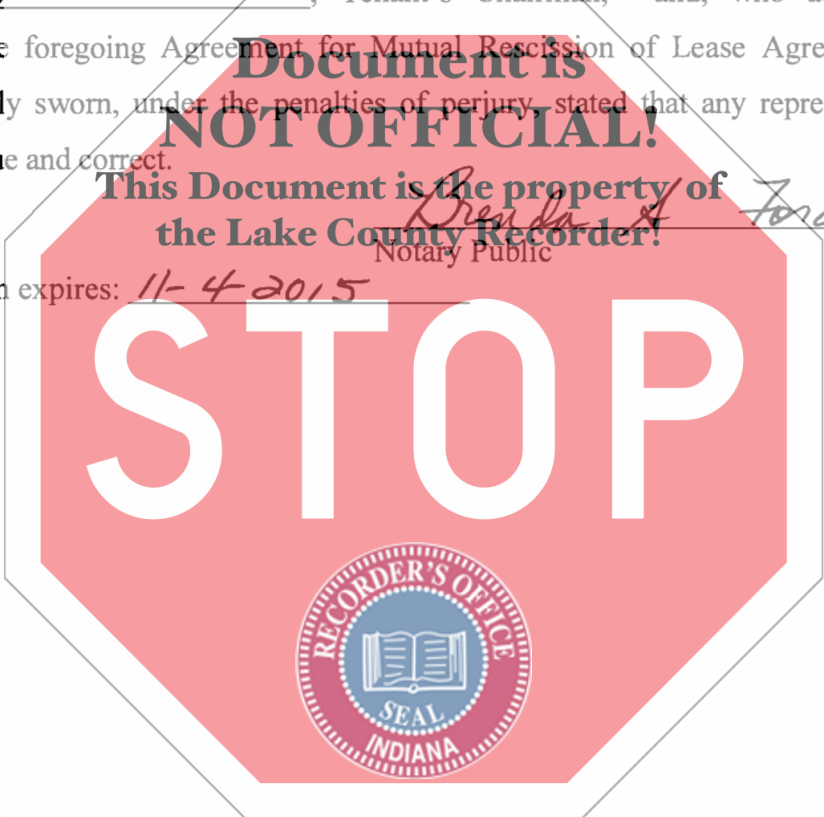

MARK MCGRIFF, Tenant's Chairman

STATE OF INDIANA)
County of JOHNSON)^{SS}

On this 29th day of APRIL, 2015 personally appeared before me MARK
MCGRIFF Tenant's Chairman, and, who acknowledged the
execution of the foregoing Agreement for Mutual Rescission of Lease Agreement, and who,
having been duly sworn, under the penalties of perjury, stated that any representations therein
contained are true and correct.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!
Brenda A Ford
Notary Public

My Commission expires: 11-4-2015



IN WITNESS WHEREOF, the Landlord's Trustee hereto has/have executed this instrument this 27 day of April, 2015.

Richard Fouts (SEAL)

Signature

Printed: **RICHARD FOUTS**, Trustee,
INDIANA/KENTUCKY/OHIO REGIONAL
COUNCIL OF CARPENTERS, Landlord

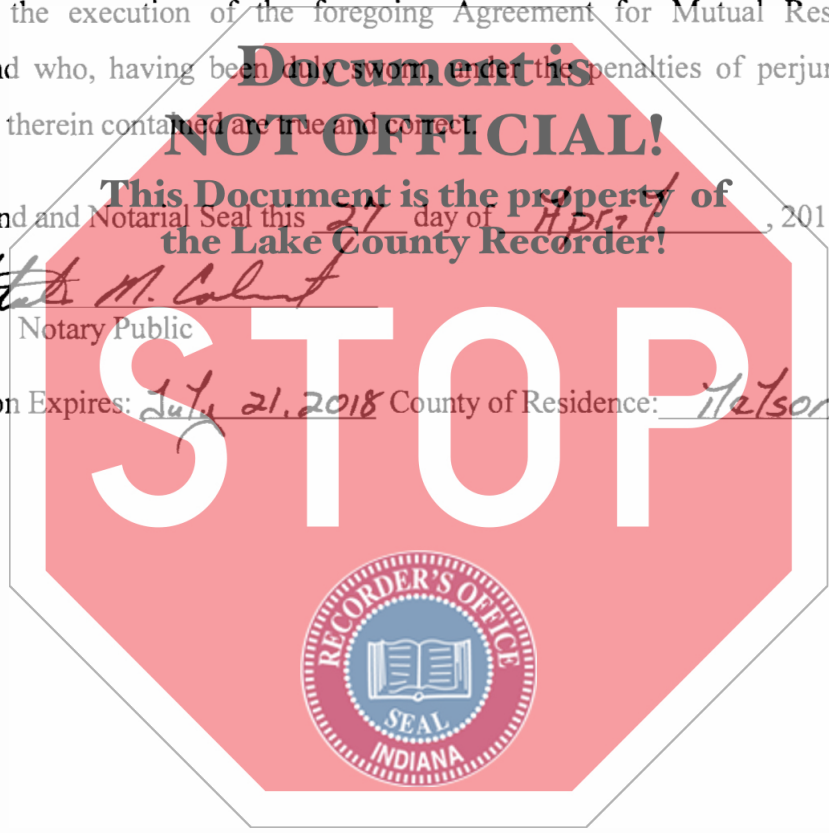
STATE OF KENTUCKY)
)SS:
COUNTY OF Jefferson)

Before me, a Notary Public in and for said County and State, this 27 day of April, 2015, personally appeared RICHARD FOUTS, Landlord's Trustee, who acknowledged the execution of the foregoing Agreement for Mutual Rescission of Lease Agreement, and who, having been duly sworn, under the penalties of perjury, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 27 day of April, 2015.

Signature Heather M. Calvert
Notary Public

My Commission Expires: July 21, 2018 County of Residence: Jefferson



IN WITNESS WHEREOF, Landlord's Trustee hereunto has/have executed this instrument this 29 day of April, 2015.

[Signature] (SEAL)

Signature
Printed: **DON SHERRY**, Trustee,
INDIANA/KENTUCKY/OHIO REGIONAL
COUNCIL OF CARPENTERS, Landlord

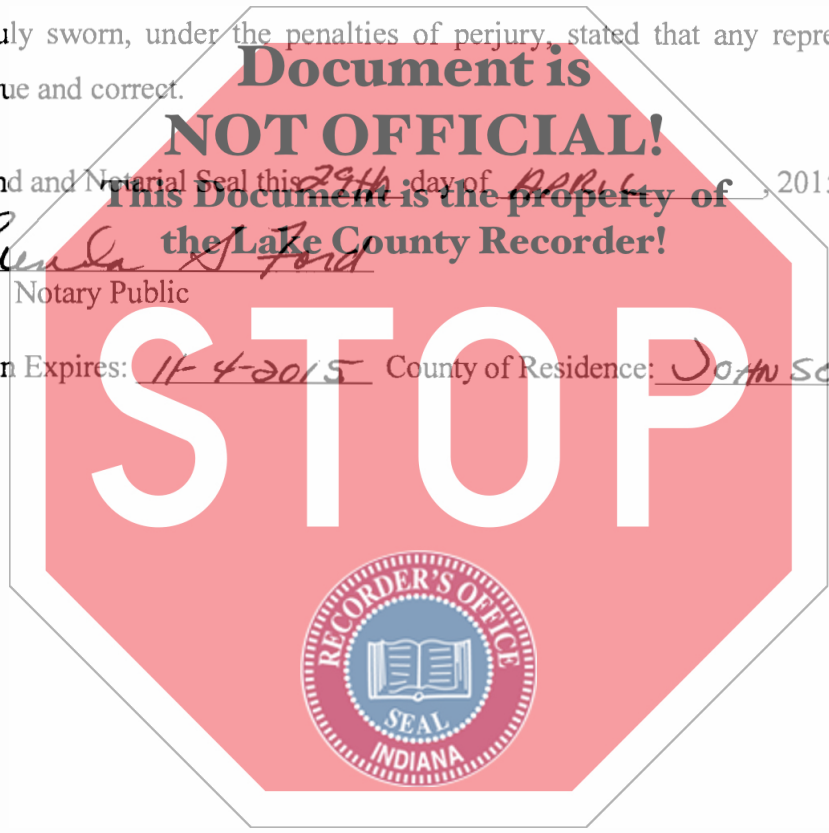
STATE OF INDIANA)
)SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, this 29th day of APRIL, 2015, personally appeared DON SHERRY, Landlord's Trustee, who acknowledged the execution of the foregoing Agreement for Mutual Rescission of Lease Agreement, and who, having been duly sworn, under the penalties of perjury, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 29th day of APRIL, 2015.

Signature [Signature]
Notary Public

My Commission Expires: 11-4-2015 County of Residence: JOHNSON



EXHIBIT

Real Estate Easement Agreement

This Agreement is made on April 29, 2015 by and between INDIANA/ KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS JOINT APPRENTICESHIP AND TRAINING FUND, with its principal place of business located at 711 Greenwood Springs Drive, Greenwood, Indiana 46143, and also conducting vocational training and related business and maintaining offices and a training facility at 760 N. Union Street, Hobart, Indiana 46342 ("Grantor"), and the INDIANA/ KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS, with its principal place of business located at 771 Greenwood Springs Drive, Greenwood, Indiana 46143, and also conducting business and maintaining offices at 780 N. Union Street, Hobart, Indiana 46342 ("Grantee").

Recitals

A. Grantor, through a Warranty Deed from Grantee, is the owner of certain real estate commonly know as 760 N. Union, City of Hobart, County of Lake, State of Indiana 46342, and more fully described as Lot 2 in the Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision in Hobart, Indiana recorded in the Office of the Recorder of Lake County, Indiana on March 27, 2015 in Plat Book 108, Page 04 as Document No. 2015 018057; Parcel No. 45-09-28-126-025.000-018 ("Servient Estate").

B. The Grantee continues to be the owner of the adjacent real estate commonly known as 780 N. Union Street, Hobart, Indiana 46342, and more particularly described as Lot 1 in the Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision in Hobart, Indiana recorded in the Office of the Recorder of Lake County, Indiana on March 27, 2015 in Plat Book 108, Page 04 as Document No. 2015 018057; Parcel No. 45-09-28-126-024.000-018 ("Dominant Estate").

C. The Grantee desires to acquire a certain easement ("Easement") and obtain certain rights in a portion of the Servient Estate, which easement is described in Exhibit "A" attached hereto (February 18, 2015 Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision in Hobart, Indiana recorded in the Office of the Recorder of Lake County, Indiana on March 27, 2015 in Plat Book 108, Page 04 as Document No. 2015 018057), and depicted therein as "40' Access and Utility Easement" for a means of ingress and egress to Grantee's Lot 1 ("Easement Area").

D. In consideration of Ten and no/100ths Dollars (\$10.00) paid by the Grantee to the Grantor, and other good and valuable consideration, the Grantor has agreed to grant to the Grantee the Easement described herein.

EXHIBIT

Conveyance of Easement.

NOW, THEREFORE, for good and valuable consideration from Grantee, in the amount of Ten and no/100ths Dollars (\$10.00) and other valuable consideration the receipt of which is hereby acknowledged by Grantor, the Grantor hereby DOES GRANT AND CONVEY to Grantee, a perpetual, non-exclusive easement across, over and through the Servient Estate for the purpose of ingress and egress to and from the Dominant Estate in entering and leaving Grantee's own property; such easement to extend and run across the currently existing private roadways/driveways/parking lots located on the Servient Estate as shown, identified and described in said attached Exhibit "A" (February 18, 2015 Plat of Resubdivision of Lot 1 in Carpenter's Union Center Subdivision in Hobart, Indiana recorded in the Office of the Recorder of Lake County, Indiana on March 27, 2015 in Plat Book 108, Page 04 as Document No. 2015 018057 and, by this reference, made a part of this Agreement as fully and to the same effect as if set forth in this instrument in its entirety) and depicted therein as "40' Access and Utility Easement" for a means of ingress and egress to Grantee's Lot 1 ("Easement Area"). No semi-trucks or tractor-trailers or similar vehicles or traffic, or heavy equipment shall be permitted on or across the easement without the express approval of Grantor.

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, and their respective successors and assigns.

Grantor expressly reserves for itself, its successors and its assigns, the right to use its property, including the Easement Area, for any purpose so long as the Grantor does not interfere with the use of the roadway, nor access and ingress easement as granted by this instrument, or to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights herein granted. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property. Grantee shall use the rights granted by this instrument with due regard for the rights of others and shall not use the road in any way that will unreasonably impair the rights of others permitted to use the road, and shall not obstruct passage on the same, and so as not to hinder or prevent the proper and reasonable use and enjoyment of the Easement Area by Grantor. Grantee shall comply with all applicable laws, ordinances and regulations.

The Grantor shall at all times hereafter be responsible for the maintenance of the Easement Area roadway and parking lots in a condition as good as its present road surface condition. Grantor covenants with Grantee that Grantor, at all times after the effective date of this instrument, at its own cost and expense, will maintain and repair, in a proper, substantial and competent manner, the above described Servient Estate, and particularly the roadways identified in Exhibit A, so that the easement hereby granted to Grantee shall not be unnecessarily hindered or prevented from use. The foregoing permanent and perpetual easement may be used without cost by the Grantee, its respective Trustees, representative, agents, successors and assigns, as well as their respective lessees, employees, instructors, apprentices, visitors, licensees, invitees and those otherwise authorized to be on said premises.

EXHIBIT

The easement created by this instrument does not constitute a dedication or grant for public use unless requested at a later time by a public agency to dedicate the easement as a public road.

Due to the above-mentioned conveyance of Lot 2, Grantee shall pay, pro rata to the date of conveyance, the 2015 real estate taxes (due and payable in May and/or November 2016) and taxes for all prior years on the property covered by the Easement. Grantor shall be solely responsible for and pay any real property taxes accruing after the transfer of new Lot 2 starting with 2015 taxes due in either May and/or November 2016.

The provisions of this instrument are intended to be covenants and restrictions running with the land. This document shall therefore, be recorded in the Deed Records of Lake County, Indiana.

This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Grantor's real property, whether or not of record.

Grantor may relocate the Easement if in the opinion of Grantor it unreasonably interferes with the present or future use by Grantor of Grantor's Easement Area. Grantor shall provide to Grantee a substitute Easement Area reasonably suited to Grantee's needs at no cost to Grantee.

This Agreement shall be governed by the laws of the State of Indiana. In the event of any dispute or controversy between the parties hereto regarding this easement and its attendant terms and conditions, the parties hereto agree that said dispute or controversy shall be submitted to binding arbitration in accordance with the rules and regulations of the American Arbitration Association. If any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

The failure of either party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

EXHIBIT

EXHIBIT

IN WITNESS WHEREOF, Grantee hereunto has/have executed this instrument this 29 day of April, 2015.

[Signature] (SEAL)

Signature
Printed: **DON SHERRY**, Trustee
INDIANA/KENTUCKY/OHIO REGIONAL
COUNCIL OF CARPENTERS, Grantee

STATE OF INDIANA)
)SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, this 29th day of APRIL, 2015, personally appeared DON SHERRY, Trustee, who acknowledged the execution of the foregoing Real Estate Easement Agreement, and who, having been duly sworn, under the penalties of perjury, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 29th day of APRIL, 2015.

Signature Brenda A. Ford
Notary Public

My Commission Expires: 11-4-2015 County of Residence: JOHNSON



EXHIBIT

EXHIBIT

Real Estate Easement Agreement

This Agreement is made on April 29, 2015 by and between the INDIANA/ KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS, with its principal place of business located at 771 Greenwood Springs Drive, Greenwood, Indiana 46143, and also conducting business and maintaining offices at 780 N. Union Street, Hobart, Indiana 46342 ("Grantor") and INDIANA/ KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS JOINT APPRENTICESHIP AND TRAINING FUND, with its principal place of business located at 711 Greenwood Springs Drive, Greenwood, Indiana 46143, and also conducting vocational training and related business and maintaining offices and a training facility at 760 N. Union Street, Hobart, Indiana 46342 ("Grantee").

Recitals

A. Grantee, through a Warranty Deed from Grantor, is the owner of certain real estate commonly know as 760 N. Union, City of Hobart, County of Lake, State of Indiana 46342, and more fully described as Lot 2 in the Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision in Hobart, Indiana recorded in the Office of the Recorder of Lake County, Indiana on March 27, 2015 in Plat Book 108, Page 04 as Document No. 2015 018057; Parcel No. 45-09-28-126-025.000-018 ("Dominant Estate").

B. The Grantor continues to be the owner of the adjacent real estate commonly known as 780 N. Union Street, Hobart, Indiana 46342, and more particularly described as Lot 1 in the Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision in Hobart, Indiana recorded in the Office of the Recorder of Lake County, Indiana on March 27, 2015 in Plat Book 108, Page 04 as Document No. 2015 018057; Parcel No. 45-09-28-126-024.000-018 ("Servient Estate").

C. The Grantee desires to acquire a certain easement ("Easement") and obtain certain rights in a portion of the Servient Estate, which easement is described in Exhibit "A" attached hereto (February 18, 2015 Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision in Hobart, Indiana recorded in the Office of the Recorder of Lake County, Indiana on March 27, 2015 in Plat Book 108, Page 04 as Document No. 2015 018057), and depicted therein as "28.01' Access Easement"; "40' Access and Utility Easement"; and "Parking Easement for Lot 2" for a means of ingress and egress to Grantee's Lot 2 ("Easement Area").

D. In consideration of Ten and no/100ths Dollars (\$10.00) paid by the Grantee to the Grantor, and other good and valuable consideration, the Grantor has agreed to grant to the Grantee the Easement described herein.

EXHIBIT

Conveyance of Easement.

NOW, THEREFORE, for good and valuable consideration from Grantee, in the amount of Ten and no/100ths Dollars (\$10.00) and other valuable consideration the receipt of which is hereby acknowledged by Grantor, the Grantor hereby DOES GRANT AND CONVEY to Grantee, a perpetual, non-exclusive easement across, over and through the Servient Estate for the purpose of ingress and egress to and from the Dominant Estate in entering and leaving Grantee's own property; such easement to extend and run across the currently existing private roadways/driveways/parking lots located on the Servient Estate as shown, identified and described in said attached Exhibit "A" (February 18, 2015 Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision in Hobart, Indiana recorded in the Office of the Recorder of Lake County, Indiana on March 27, 2015 in Plat Book 108, Page 04 as Document No. 2015 018057 and, by this reference, made a part of this Agreement as fully and to the same effect as if set forth in this instrument in its entirety) and depicted therein as "28.01' Access Easement"; "40' Access and Utility Easement"; and "Parking Easement for Lot 2" (collectively "Easement Area") for a means of ingress and egress to Grantee's Lot 2. No semi-trucks or tractor-trailers or similar vehicles or traffic, or heavy equipment shall be permitted on or across the easement without the express approval of Grantor.

As a specific and express part of said easement, the Grantor hereby does also GRANT AND CONVEY to Grantee, a perpetual, non-exclusive easement to use the existing parking lot currently containing 46 parking spaces at the west end of new Lot 1 as shown, identified and described in said attached Exhibit "A" (February 18, 2015 Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision in Hobart, Indiana recorded in the Office of the Recorder of Lake County, Indiana on March 27, 2015 in Plat Book 108, Page 04 as Document No. 2015 018057) and depicted therein as "Parking Easement for Lot 2". This specific easement is being granted in order for said Lot 2 to be in compliance with existing zoning parking requirements.

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, and their respective successors and assigns.

Grantor expressly reserves for itself, its successors and its assigns, the right to use its property, including the Easement Areas, for any purpose so long as the Grantor does not interfere with the use of the roadway, parking lot for access and ingress easement as granted by this instrument, or to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights herein granted. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property. Grantee shall use the rights granted by this instrument with due regard for the rights of others and shall not use the road or parking lot in any way that will unreasonably impair the rights of others permitted to use the road and parking lot, and shall not obstruct passage on the same, and so as not to hinder or prevent the proper and reasonable use and enjoyment of the Easement Area by Grantor. Grantee shall comply with all applicable laws, ordinances and regulations.

The Grantor shall at all times hereafter be responsible for the maintenance of the Easement Area roadway and parking lots in a condition as good as its present road surface condition. Grantor covenants with Grantee that Grantor, at all times after the effective date of this instrument, at its own cost and expense, will maintain and repair, in a proper, substantial and competent manner, the above described Servient Estate, and particularly the roadways and parking lots identified in Exhibit A, so that the easement hereby granted to Grantee shall not be unnecessarily hindered or prevented from use. The foregoing permanent and perpetual easement may be used without cost by the Grantee, its respective Trustees, representative, agents, successors and assigns, as well as their respective lessees, employees, instructors, apprentices, visitors, licensees, invitees and those otherwise authorized to be on said premises.

The easement created by this instrument does not constitute a dedication or grant for public use unless requested at a later time by a public agency to dedicate the easement as a public road.

The provisions of this instrument are intended to be covenants and restrictions running with the land. This document shall therefore be recorded in the Deed Records of Lake County, Indiana.

This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Grantor's real property, whether or not of record.

Grantor may relocate the Easement(s), including the above parking lot, if in the opinion of Grantor it unreasonably interferes with the present or future use by Grantor of Grantor's Easement Area. Grantor shall provide to Grantee a substitute Easement Area reasonably suited to Grantee's needs at no cost to Grantee.

This Agreement shall be governed by the laws of the State of Indiana. In the event of any dispute or controversy between the parties hereto regarding this easement and its attendant terms and conditions, the parties hereto agree that said dispute or controversy shall be submitted to binding arbitration in accordance with the rules and regulations of the American Arbitration Association. If any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

The failure of either party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

IN WITNESS WHEREOF, the Grantor hereto has/have executed this instrument this 27 day of April, 2015.

[Signature] (SEAL)

Signature
Printed: **RICHARD FOUTS**, Trustee
INDIANA/KENTUCKY/OHIO REGIONAL
COUNCIL OF CARPENTERS, Grantor

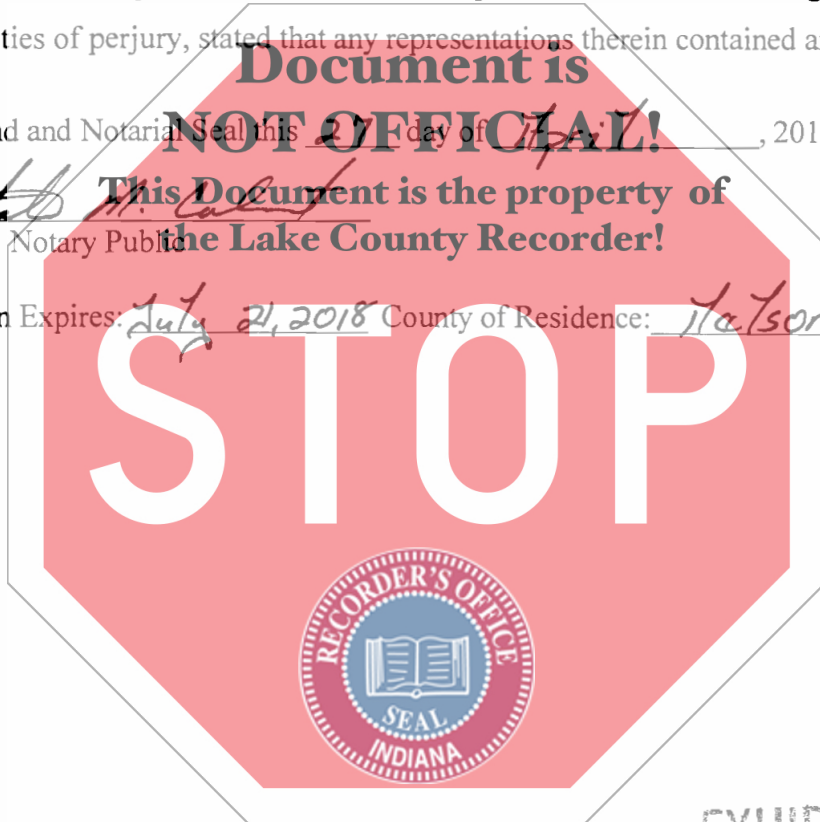
STATE OF KENTUCKY)
)SS:
COUNTY OF Jefferson)

Before me, a Notary Public in and for said County and State, this 27 day of April, 2015, personally appeared RICHARD FOUTS, Trustee, who acknowledged the execution of the foregoing Real Estate Easement Agreement, and who, having been duly sworn, under the penalties of perjury, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 27 day of April, 2015.

Signature [Signature] Notary Public
This Document is the property of the Lake County Recorder!

My Commission Expires: July 21, 2018 County of Residence: Ita son



EXHIBIT

IN WITNESS WHEREOF, Grantor hereunto has/have executed this instrument this 29th day of April, 2015.

[Signature] (SEAL)

Signature
Printed: **DON SHERRY**, Trustee
INDIANA/KENTUCKY/OHIO REGIONAL
COUNCIL OF CARPENTERS, Grantor

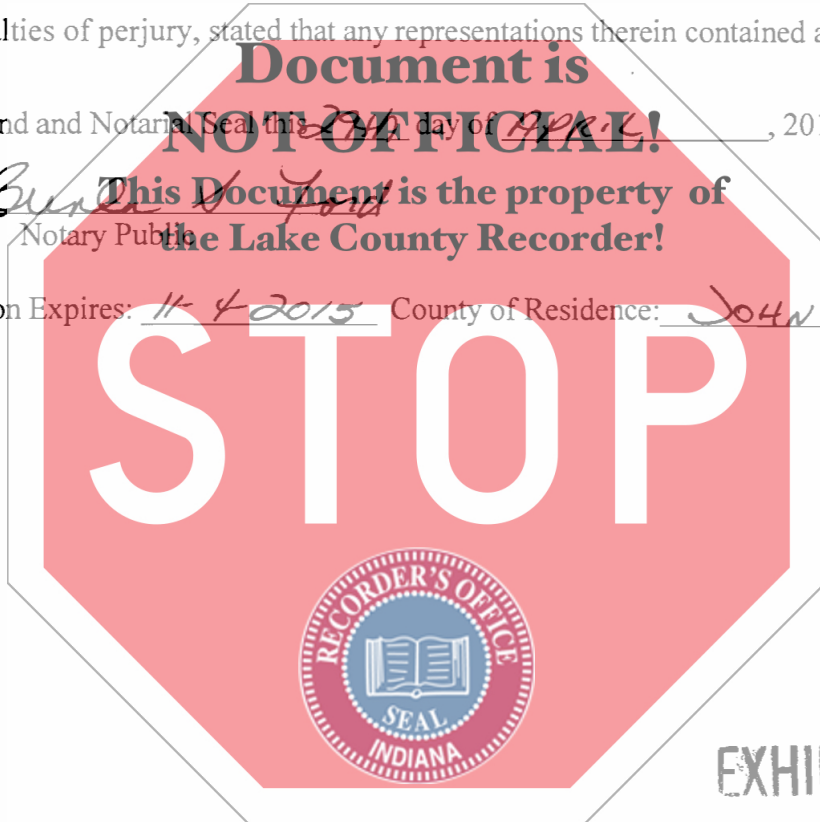
STATE OF INDIANA)
)SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, this 29th day of APRIL, 2015, personally appeared DON SHERRY, Trustee, who acknowledged the execution of the foregoing Real Estate Easement Agreement, and who, having been duly sworn, under the penalties of perjury, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 29th day of APRIL, 2015.

Signature [Signature] **This Document is the property of the Lake County Recorder!**
Notary Public

My Commission Expires: 11-4-2015 County of Residence: JOHNSON



EXHIBIT

BIT

HIBIT

.IN WITNESS WHEREOF, Grantor has/have executed this instrument this 29 day of April, 2015.

Doug Reffitt (SEAL)
Signature
Printed: **DOUG REFFITT**, Trustee
INDIANA/KENTUCKY/OHIO REGIONAL
COUNCIL OF CARPENTERS, Grantor

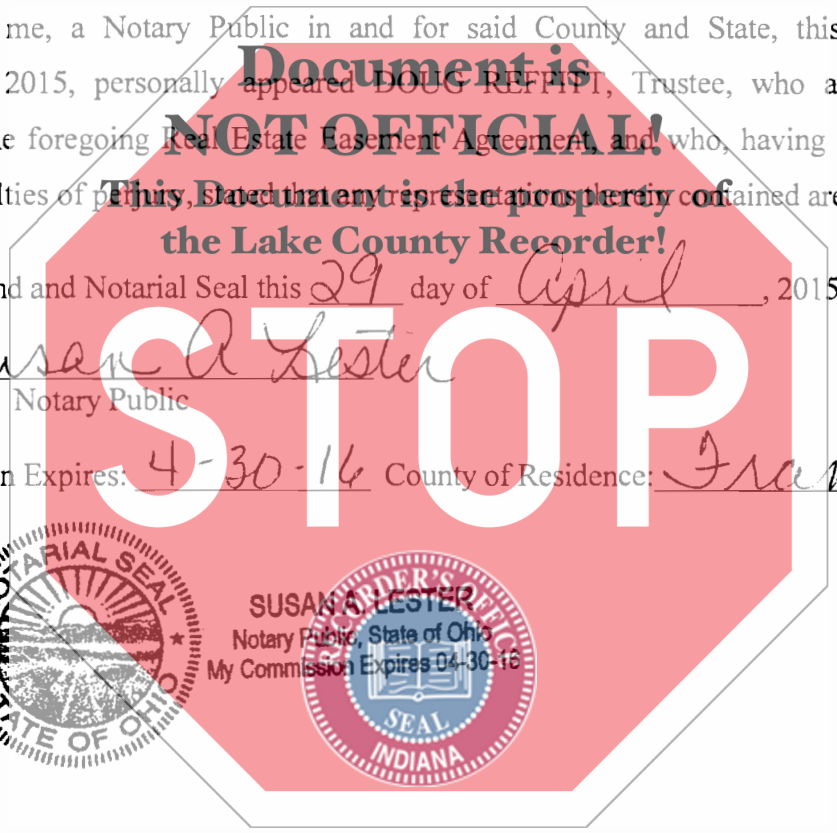
STATE OF OHIO)
COUNTY OF Franklin)SS:

Before me, a Notary Public in and for said County and State, this 29 day of April, 2015, personally appeared **DOUG REFFITT**, Trustee, who acknowledged the execution of the foregoing Real Estate Easement Agreement, and who, having been duly sworn, under the penalties of perjury, stated that the contents of the instrument hereby contained are true and correct.

Witness my hand and Notarial Seal this 29 day of April, 2015.

Signature Susan A Lester
Notary Public

My Commission Expires: 4-30-16 County of Residence: Franklin



HIBIT

Plat of Resubdivision of Lot 1 of
Carpenter's Union Center Subdivision
in Hobart, IN

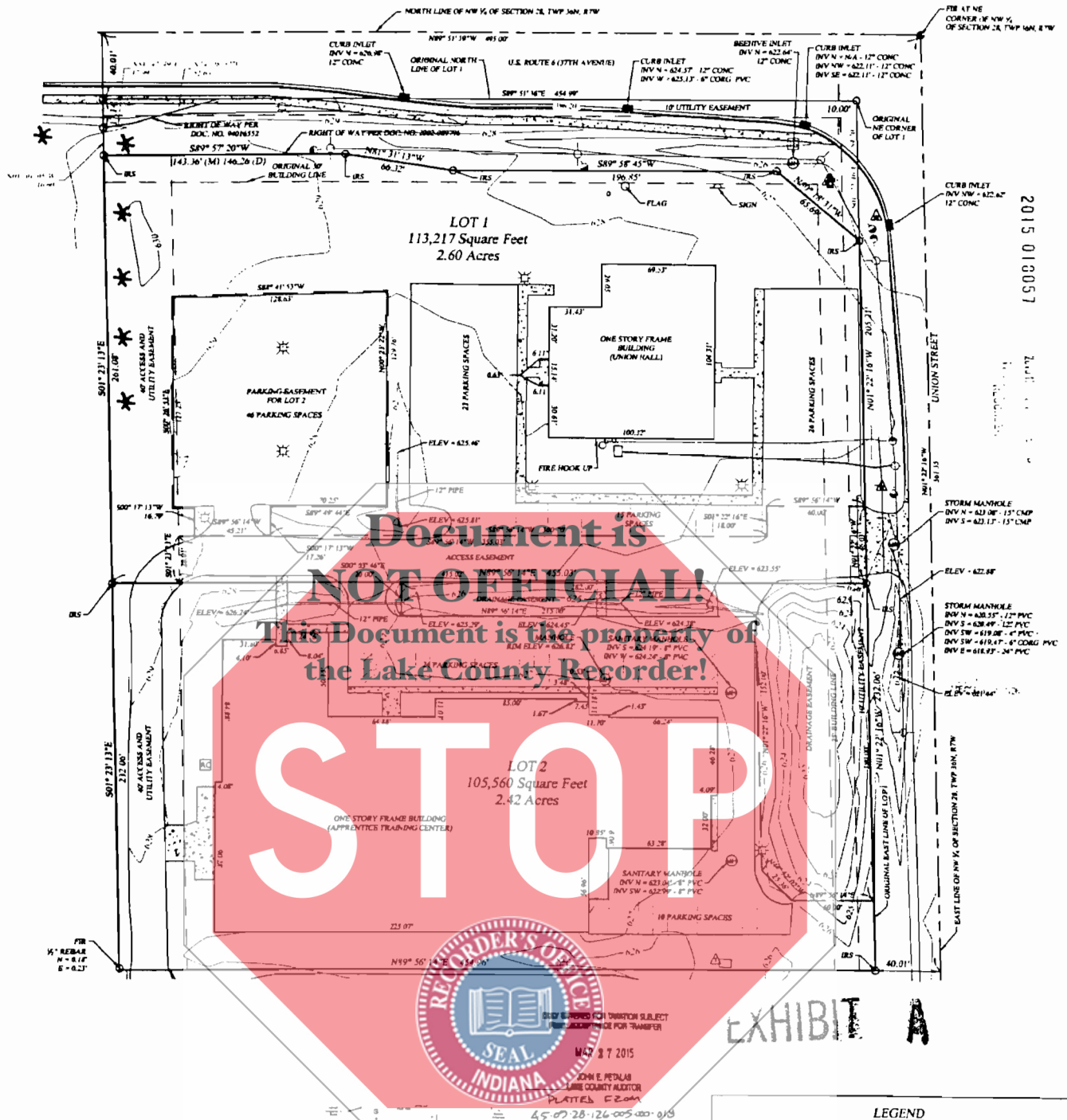
EXHIBIT A

592

LEGAL DESCRIPTION.

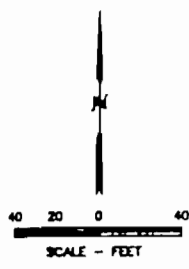
LOT ONE IN THE CARPENTER'S UNION CENTER SUBDIVISION TO THE CITY OF HOBART, INDIANA, RECORDED IN PLAT BOOK 55, PAGE 40, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THAT PORTION OF U.S. ROUTE 6 (77TH AVENUE), AS DESCRIBED IN DOCUMENT NUMBERS 2002-089796 AND 94018552.

BOOK 108 PAGE 04



2015 010057

EXHIBIT A



VICINITY MAP (N.T.S.)

LEGEND	
✱	TREE
○	FOUND IRON ROD
▲	WATER VALVE
○	SECTION CORNER
□	LIGHTPOLE
○	UTILITY POLE
○	CONTROL POINT
○	GUY WIRE
⊙	MANHOLE
⊙	TELEPHONE POLE
▲	SKY
⊙	TRAFFIC SIGNAL
⊙	FIRE HYDRANT
⊙	CLEAN OUT
■	CURB INLET
—	PROPOSED PROP. LINE
—	ROW MARKER
—	MAJOR CONTOUR
—	MINOR CONTOUR
—	ELECTRIC
—	EXISTING BUILDING
—	PARKING STRIPE
—	SECTION LINE
—	ORIGINAL PROPERTY LINE
—	BASEMENT
—	PROP. EASEMENT

<p>SCALE 1" = 40'</p> <p>REC'D 01/08/15</p> <p>REC'D 01/08/15</p> <p>REC'D 01/08/15</p>	<p>LAKELAND</p>	<p>Plat of Resubdivision Lot 1 of Carpenter's Union Center Subdivision Hobart, IN</p>	<p>4500 American Drive, Suite 100 Portage, IN 46381 Phone 219-762-7024 Fax 219-764-6281</p>	<p>REVISIONS</p>
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Plat of Resubdivision of Lot 1 of
Carpenter's Union Center Subdivision
in Hobart, IN

EXHIBIT A

2015 010057

BOOK 108 PAGE 04

We, Indiana-Kentucky-Ohio Regional Council of Carpenters, Richard Fouts, Don Sherry, and Doug Reffitt, Board of Trustees, owner of the real estate shown and described herein, do hereby certify that we have laid off, planned and subdivided and do hereby lay off, plan and subdivide said real estate in accordance with the within plat, and that said subdivision is of our own free and voluntary act and deed. This subdivision shall be known as "Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision". All streets, alleys, parks and other public land shown and not heretofore dedicated, are hereby dedicated to the public. Front and side yard building set back lines are hereby established as shown on this plat, between which lines and the property lines of the street there shall be erected or maintained no building or structure.

UTILITY EASEMENT. An easement is hereby granted to the City of Hobart, all public utility companies including Telephone Company, and Northern Indiana Public Service Company severally and private companies where they have a certificate of territorial authority to render service, and their respective successors and assigns, to install, place and maintain sewers, water mains, gas mains, conduits, poles and wires, either overhead or underground with all necessary braces, guys, anchors and other appliances in, upon, along and over the strips of land designated on the plat and marked "UTILITY EASEMENT", for the purpose of serving the public in general with sewer, water, gas, electric and telephone service, including the right to use the streets where necessary, and to overhead lines with aerial wires to serve adjacent lots, together with the right to enter upon the said easements for public utilities at all times for any and all of the purposes aforesaid and to trim and keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment. No permanent building shall be placed on said easement, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for such public utility purposes.

DRAINAGE EASEMENT. An easement is hereby granted to Lot 1 and to the City of Hobart for the maintenance of all existing detention areas, drainage swales, ditches or waterways, upon Lot 2 and along the strips of land designated on the plat and marked "Detention Area" or "Drainage Easement" constructed for the purpose of handling storm water runoff from Lot 1 onto and over Lot 2 and into the Detention Areas, and to maintain, repair, and continue such Detention Areas and Drainage Easement and to make such alterations and improvements to the Detention Areas and Drainage Easement as is necessary and useful in the event of the failure to do so by the owner of Lot 2 together with the right of ingress and egress, for temporary periods only, over the Lot 2 property adjoining the Detention Areas when necessary to maintain, repair, continue or improve the easements and the Detention Areas.

STATE OF INDIANA, COUNTY OF LAKE) SS:

Before me, the undersigned Notary Public, in and for the said County and State, personally appeared Richard Fouts, Don Sherry, and Doug Reffitt, Indiana-Kentucky-Ohio Regional Council of Carpenters' Board of Trustees, and acknowledge the execution of the foregoing instrument as his own voluntary act and deed for the purposes of therein expressed.

Witness my hand and Notarial Seal this _____ day of _____ 20____

Notary Public
My Commission expires _____
A resident of _____ County

STATE OF INDIANA)
COUNTY OF PORTER)

I Michael A. Young, hereby certify that I am a Professional Land Surveyor, licensed in compliance with the laws of the State of Indiana; that this plat correctly represents a survey completed by me November 26, 2014; that all the monuments shown thereon actually exist and that their location, size and material are accurately shown.



Michael A. Young
DATE: 03-18-2015
MICHAEL A. YOUNG, INDIANA REGISTERED LAND SURVEYOR NO. LS20100888
EXPIRES: 07-11-2016

STATE OF INDIANA)
COUNTY OF LAKE)

Submitted to, approved and accepted by the City Plan of the City of Hobart, Lake County, Indiana this

3rd day of March 2015
Richard Fouts
President

John Spivey
Secretary

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

DAILY ENTERED FOR INDEXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER
MAR 17 2015
JOHN E. PETALAS
LAKE COUNTY AUDITOR

Submitted to, approved and accepted by the Board of Public Works and Safety of the City of Hobart, this

14th day of March 2015
Richard Fouts
John Spivey
Richard W. Fouts

STATE OF INDIANA, COUNTY OF LAKE) SS:

This is to certify that the final plat, plans and profiles and specifications for all improvements and installations have been examined and approved by me

City Engineer



EXHIBIT A

S/V LEADER	SCALAR NTH	INSPECTOR AL/MP	LAKELPTA	Plat of Resubdivision	6370 Annapolis Drive, Suite 100	DIVISIONS
	FILED 03/18/2015	RECORDS DE		Lot 1 of Carpenter's	Portage, IN 46384	
	DATED 3/18/2015	COMMISSION BY		Daleon Center Subdivision	Phone: 219-762-7024 Fax: 219-764-4287	
				Hobart, IN		

**Plat of Resubdivision of Lot 1 of
Carpenter's Union Center Subdivision
in Hobart, IN**

EXHIBIT A

2015 018057

BOOK 108 PAGE 04

We, the undersigned, Richard Foss, Don Sherry, and Doug Reiff, Board of Trustees of the Indiana/Kentucky/Ohio Regional Council of Carpenters, owner of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the within plat, and that said subdivision is of our free and voluntary act and deed. This subdivision shall be known as "Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision". All streets, alleys, parks and other public land shown and not heretofore dedicated, are hereby dedicated to the public. Front and side yard building set back lines are hereby established as shown on this plat, between which lines and the property lines of the street there shall be erected or maintained no building or structure.

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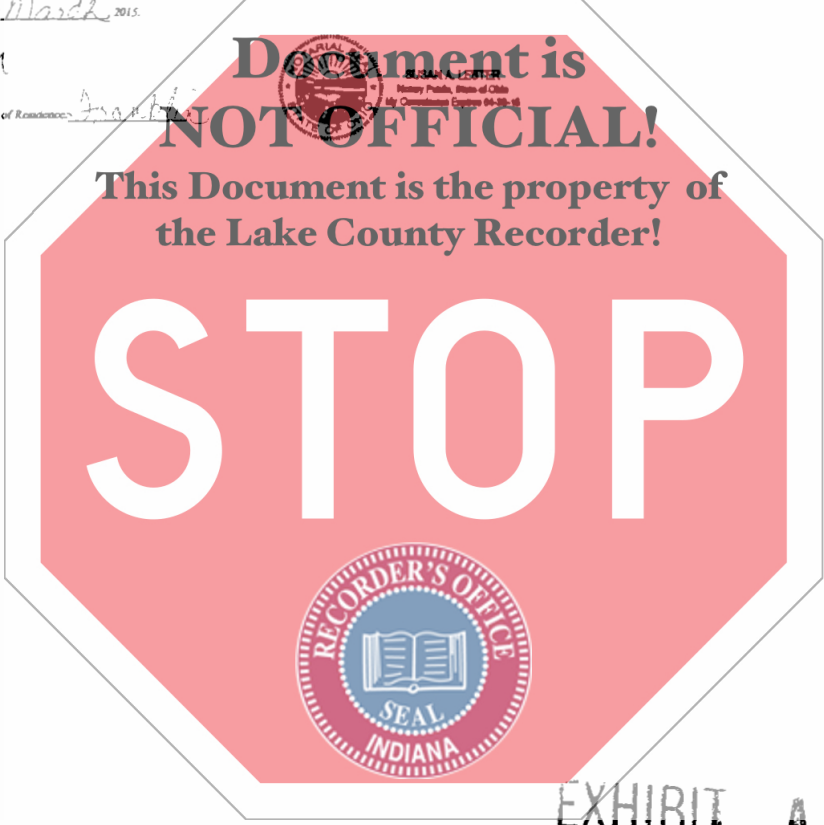
IN WITNESS WHEREOF, the undersigned Trustee of the Indiana/Kentucky/Ohio Regional Council of Carpenters has hereunto set his hand(s) and seal(s), this 13 day of March, 2015.

Doug Reiff (SEAL)
Signature

Doug Reiff
Printed: Douglas Reiff, Trustee
State of Ohio
County of Franklin) SS

Before me, the undersigned Notary Public in and for said County and State, this 13 day of March, 2015, personally appeared Douglas Reiff, Trustee of Indiana/Kentucky/Ohio Regional Council of Carpenters, who acknowledged the execution of the foregoing Plat of Resubdivision, Declarations and Easements, and who, having been duly sworn, under the penalties of perjury, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 13 day of March, 2015.
Signature: Susan C. Baxter
Notary Public
My Commission Expires: 4-30-16 County of Residence: Franklin



ONLY EMPLOYED FOR IMATION SUBJECT
FROM ACCEPTANCE FOR TRANSFER
MAR 17 2015
JEAN E. PETHLAK
LAKE COUNTY CLERK

EXHIBIT A

<table border="1"> <tr> <td>SEARCHED</td> <td>INDEXED</td> </tr> <tr> <td>SERIALIZED</td> <td>FILED</td> </tr> <tr> <td colspan="2">MAR 16 2015</td> </tr> <tr> <td colspan="2">FRANKLIN COUNTY, INDIANA</td> </tr> </table>	SEARCHED	INDEXED	SERIALIZED	FILED	MAR 16 2015		FRANKLIN COUNTY, INDIANA		LAKE COUNTY	Plat of Resubdivision Lot 1 of Carpenter's Union Center Subdivision Hobart, IN	6300 Josephine Drive, Suite 100 Portage, IN 46368 Phone: 219-762-7024 Fax: 219-764-6381	REVISIONS
SEARCHED	INDEXED											
SERIALIZED	FILED											
MAR 16 2015												
FRANKLIN COUNTY, INDIANA												

Plat of Resubdivision of Lot 1 of
Carpenter's Union Center Subdivision
in Hobart, IN

2015 018057

BOOK 108 PAGE 04


EXHIBIT A

We, the undersigned, Richard Fouts, Don Sherry, and Doug Reffin, Board of Trustees of the Indiana Kentucky/Ohio Regional Council of Carpenters, owner of the real estate shown and described herein, do hereby certify that we have laid off, placed and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the within plat, and that said subdivision is of our free and voluntary act and deed. This subdivision shall be known as "Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision". All streets, alleys, parks and other public land shown and not heretofore dedicated, are hereby dedicated to the public. Front and side yard building set back lines are hereby established as shown on this plat, between which lines and the property lines of the street there shall be erected or maintained no building or structure.

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IN WITNESS WHEREOF, the undersigned Trustee of the Indiana Kentucky/Ohio Regional Council of Carpenters has hereunto set his hand(s) and seal(s), this _____ day of March, 2015.

 (SEAL)
Signature

Printed: DON SHERRY, Trustee
State of Indiana)
County of Adams) SS

Before me, the undersigned Notary Public in and for said County and State, this 13 day of March, 2015, personally appeared DON SHERRY, Trustee of Indiana Kentucky/Ohio Regional Council of Carpenters, who acknowledged the execution of the foregoing Plat of Resubdivision, Declarations and Easements, and who, having been duly sworn, under the penalties of perjury, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 13 day of March, 2015.

Signature Arthur A. Lambert
Notary Public

My Commission Expires 2/21/2018 County of Residence: Adams


RECORDED FOR RECORD SUBJECT
PUBLIC NOTICE FOR TRANSFER

MAR 8 7 2015

JOAN E. PETLAK
LAKE COUNTY CLERK



EXHIBIT A

RECORD # FILE # DATE: 4/14/2015	SUBMITTED 4/14/15 REASON # CHECKED BY		Plat of Resubdivision Lot 1 of Carpenter's Union Center Subdivision Hobart, IN	4320 Northside Blvd, Suite 100 Portage, IN 46368 Phone: 773-762-7234 Fax: 773-764-4287	REVISIONS
---------------------------------------	---------------------------------------------	-------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------	-----------

Plat of Resubdivision of Lot 1 of
Carpenter's Union Center Subdivision
in Hobart, IN

2015 018057

EXHIBIT A

BOOK 108 - 04

We, the undersigned, Richard Fouts, Don Sherry, and Doug Reffitt, Board of Trustees of the Indiana-Kentucky-Ohio Regional Council of Carpenters, owner of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the written plat, and that said subdivision is of our free and voluntary act and deed. This subdivision shall be known as "Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision". All streets, alleys, parks and other public land shown and not heretofore dedicated, are hereby dedicated to the public. Front and side yard building set back lines are hereby established as shown on this plat, between which lines and the property lines of the street there shall be erected or maintained no building or structure.

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IN WITNESS WHEREOF, the undersigned Trustee of the Indiana-Kentucky-Ohio Regional Council of Carpenters has hereunto set his hand(s) and seal(s), this 13 day of March, 2015.

Rick Fouts (SEAL)
Signature

Rick Fouts
Printed Name
State of Indiana)
County of LaPorte) SS

Rick Fouts

Before me, the undersigned Notary Public in and for said County and State, this 13 day of March, 2015, personally appeared Rick Fouts, Trustee of Indiana-Kentucky-Ohio Regional Council of Carpenters, who acknowledged the execution of the foregoing Plat of Resubdivision, Declarations and Easements, and who, having been duly sworn, under the penalties of perjury, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 13 day of March, 2015.

My Commission Expires 2/21/2018 County of Residence: LaPorte

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This Document is the property of
the Lake County Recorder!

STOP



Thomas E. Moss
Notary Public

PREPARED BY: Thomas E. Moss, IN Attorney No. 12704-45
Paul T. Berkowitz & Associates Ltd.
Suite 600, 123 West Madison Street, Chicago, IL 60602

MAR 27 2015
JOHN E. PEARLS
LAKE COUNTY RECORDER

EXHIBIT A

SEARCHED	INDEXED	LAKE COUNTY	Plat of Resubdivision Lot 1 of Carpenter's Union Center Subdivision Hobart, IN	CEN Assessor Data, Suite 100 Portage, IN 46381 Phone 219-762-7234 Fax 219-764-6281	REVIEWS
SERIALIZED	FILED				
APR 14 2015	CHICAGO, ILL				