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STATE OF INDIANA
LAKE COUNTY
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2017 006438

2017 JAN 30 AM 8:48

MICHAEL B. BROWN
RECORDER

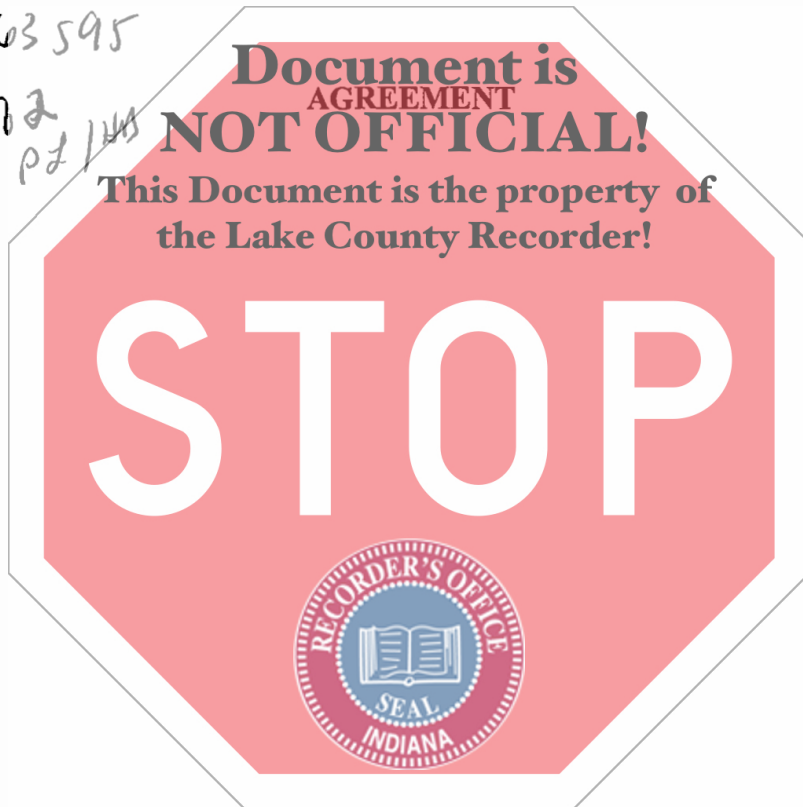
AFTER RECORDING RETURN TO:

FIRST AMERICAN TITLE INSURANCE
30 N. LASALLE STREET, STE 2700
CHICAGO, IL 60602
HILDA BARBOSA



NCS- 763595

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FILED

JAN 27 2017

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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**AGREEMENT
BETWEEN ROMAN CATHOLIC CHURCH DIOCESE OF GARY, IN MERRILLVILLE,
INDIANA, AND THE DEPARTMENT OF PARKS AND RECREATION OF THE TOWN
OF MUNSTER, INDIANA, REGARDING A NON-EXCLUSIVE PARKING AND
DRIVEWAY EASEMENT**

This Agreement made this 29TH day of DECEMBER, 2016, by and between Donald J. Hying as Bishop of the Roman Catholic Diocese of Gary, Indiana, and his successor in office ("Diocese"), of Lake County in the State of Indiana, and the Town of Munster, Indiana for its Department of Parks and Recreation ("Park"), of Lake County in the State of Indiana, in consideration of the sum of \$1.00, the mutual promises of the parties, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.

Property of the Parties:

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1. The Diocese is the owner and the Park is now the licensee and planned new owner of certain real estate located on the east side of Calumet Avenue in the Town of Munster, Indiana, as more particularly shown on a drawing made by Robinson Engineering Ltd. as order number 08-409 and marked in yellow outline thereon ("New Park Property"), which drawing is set forth in Exhibit A attached hereto and made a part hereof. The legal description of the New Park Property is set forth in Exhibit B attached hereto and made a part hereof.
 2. The Diocese is the present owner of the real estate shown in Exhibits A and B located on the east side of Calumet Avenue, in the Town of Munster, Indiana, which it plans to convey to the Park.
 3. The Park has constructed and maintains a new entrance to and exit from Community Park through the New Park Property.
 4. The Diocese and the Park desire to enter into a non-exclusive parking and driveway easement with respect to the New Park Property.

NOW, THEREFORE, in further consideration of the matter set forth above and the planned exchange of certain real estate between the parties, the parties hereto further agree as follows:

1. Parking Easement:

The Park grants to the Diocese a non-exclusive parking easement in the New Park Property shown on Exhibit A and legally described on Exhibit B for the purpose of allowing automobile parking for the benefit of the Diocese, and its successors, and for its parishioners and invitees, licensees, tenants, and

employees to use the new entrance and adjacent parking facilities constructed and maintained by the Park.

2. Term:

The non-exclusive parking and driveway easement in favor of the Diocese shall remain in effect until the new Weis Center is completed, or eleven (11) years after the deeds are exchanged by these parties, whichever is the shorter time; however, this easement may be amended, modified or released upon the written agreement of the parties hereto, or their successors in interest.

3. Benefit:

The non-exclusive parking easement shall run with the land for the benefit of the Diocese, its successors in interest, and others described herein, until the date of its termination.

4. Maintenance:

The Park agrees to maintain, repair and replace the parking surface of the non-exclusive parking and driveway easement granted herein.

5. Lighting:

The Park has installed lights at and about the non-exclusive parking easement for the purpose of illuminating the parking area.

6. Insurance and Real Estate Taxes:

The Diocese and the Park shall maintain liability insurance on the non-exclusive parking and driveway easement as their interests may appear. The Park is not required to pay real estate taxes, and if at a later date it is required to pay real estate taxes, the Park shall do so.

7. Performance:

If either party fails to promptly and completely perform its obligations under this non-exclusive parking and driveway easement, the other may give notice of such failure to such party. If the defaulting party fails to fully and completely perform its obligations within thirty (30) days after such notice is given, the other party may enter for the purpose of completing the obligation

of the defaulting party. The defaulting party shall immediately pay all costs incurred by such other party to effectuate performance.

8. Notices:

All notices and other communications required to be given hereunder shall be in writing and may be hand delivered, or sent by certified mail, return receipt requested, to the following:

Diocese:

Bishop Donald J. Hying
(or his successor in office)
Diocese of Gary
9292 Broadway
Merrillville, IN 46410

Park:

Document is NOT OFFICIAL!
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Clerk-Treasurer
Town of Munster
1005 Ridge Road
Munster, IN 46321

Copy to: Town Manager
Town of Munster
1005 Ridge Road
Munster, IN 46321

9. Amendment and Waiver:

No amendment, modification, termination, or waiver of any provision of this non-exclusive parking and driveway easement agreement, no remedy available to any party, and no consent to any deviation by either party to any provision of this agreement, will in any event be effective unless it is in writing and signed by the party to be charged. No consent to amendment, modification, termination or waiver of any provision of this non-exclusive parking easement agreement, no remedy available to any party, and no consent to any deviation by either party to any provision of this agreement, or failure or delay of either party to exercise its rights under this agreement and at any specific instance, will constitute a waiver by such party of any subsequent occurrence of the same or similar type.

10. Choice of Law:

This Agreement and all proceedings related hereto shall be governed and construed under the laws of the State of Indiana.

11. Attorney Fees:

In the event any party to this agreement is compelled to enforce its provisions in a cause of legal or equitable action commenced against another party hereto, then the party prevailing in such litigation shall be entitled to recover its litigation costs including but not limited to reasonable attorney fees, court costs and the like, from the non-prevailing party in such litigation.

12. Severability:

Any provision of this Agreement which is prohibited or determined to be unenforceable in any legal proceeding shall not affect or prohibit the enforceability of the remaining provisions of this Agreement. To the extent possible, the court having jurisdiction of this matter shall execute its discretion to reform such unenforceable provision to the end that such provision is reasonable and enforceable.

IN WITNESS WHEREOF, the Diocese and the Park have executed this non-exclusive parking easement agreement as of the day and year first above written.

Donald J. Hying Bishop of Diocese of Gary, Indiana and his successor in office

Town of Munster, Indiana for its Department of Parks & Recreation

By: Anthony M. Bonta
Anthony M. Bonta
attorney-in-fact



By: [Signature]
President

Date: 12/29/2016

Attest: David F. Shafer
David F. Shafer
Clerk-Treasurer

Date: DEC. 29, 2016

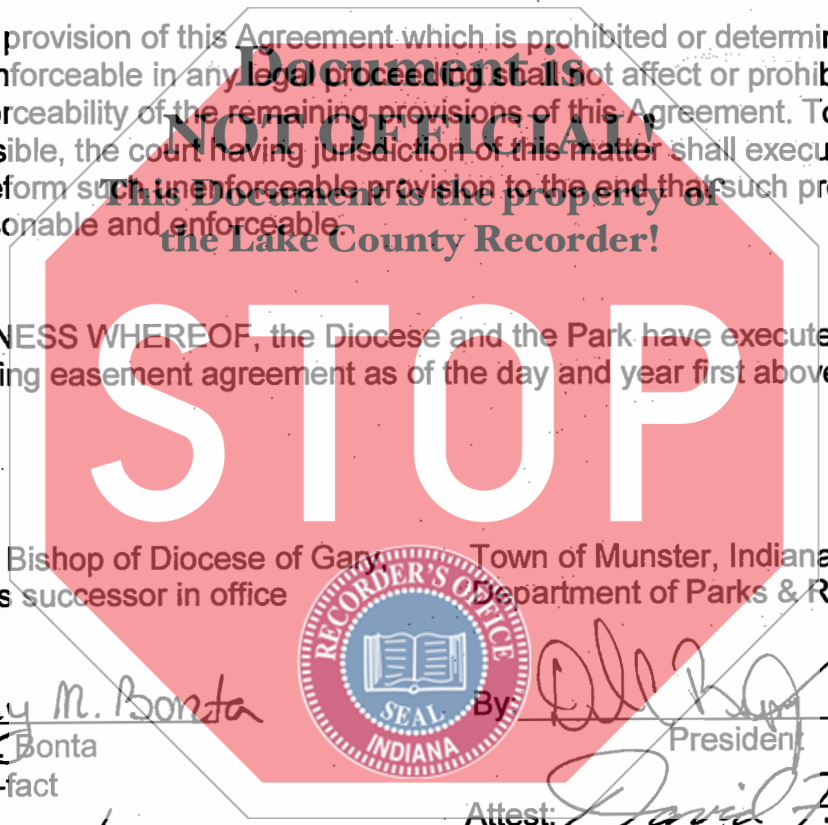


EXHIBIT A



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STOP



CONVEYANCE FROM
STATE OF ILLINOIS TO
TOWN OF MURNING
PARCEL 1120

CONVEYANCE FROM
TOWN OF MURNING TO
TOWN OF MURNING
PARCEL 1120

CONVEYANCE FROM
STATE OF ILLINOIS TO
TOWN OF MURNING
PARCEL 1120

08-409

ROBINSON ENGINEERING, LTD.

CONSULTING REGISTERED PROFESSIONAL ENGINEERS
AND PROFESSIONAL LAND SURVEYORS

17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473
(708) 331-6700 FAX (708) 331-3828

ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128.

08409-ALGN-01.dwg

Conveyance From St. Thomas More To Town Of Munster

Parcel One (parcel in southeast corner of St. Thomas More parking lot and yard)

That part of the Southwest Quarter of Section 19, Township 36 North, Range 9, West of the Second Principal Meridian, in the Town of Munster, Lake County, Indiana being more particularly bounded and described as follows:

Commencing at the northwest corner of the Southwest Quarter of said Section 19; thence North 89 degrees 25 minutes 54 seconds East, along the north line of said Southwest Quarter, 617.52 feet, to Line "A" (referenced for purposes of this description only); thence South 00 degrees 26 minutes 00 seconds West, parallel to the west line of said Southwest Quarter, along said Line "A", 286.00 feet, to the Point of Beginning; thence continuing South 00 degrees 26 minutes 00 seconds West, parallel to the west line of said Southwest Quarter, along said Line "A", 113.12 feet, to Line "B" (referenced for purposes of this description only); thence South 89 degrees 25 minutes 54 seconds West, parallel to the north line of said Southwest Quarter, along said Line "B", 431.37 feet, to the east line of the west 186.12 feet of said Southwest Quarter; thence North 00 degrees 26 minutes 00 seconds East, along said east line, 25.00 feet, to a line 25.00 feet, as measured at right angles, north of and parallel to said Line "B"; thence North 89 degrees 25 minutes 54 seconds East, parallel to the north line of said Southwest Quarter, 381.36 feet, to a point 50.00 feet west of, as measured at right angles to said Line "A"; thence North 44 degrees 55 minutes 57 seconds East, 35.67 feet, to a line 25.00 feet, as measured at right angles to said Line "A", west of and parallel to said Line "A"; thence North 00 degrees 26 minutes 00 seconds East, along said parallel line, 63.11 feet, to a point, said point bearing South 89 degrees 25 minutes 54 seconds West, 25.00 feet, from the Point of Beginning; thence North 89 degrees 25 minutes 54 seconds East, 25.00 feet, to the Point of Beginning.

Containing 0.3053 acres (13299.7 square feet) more or less

Parcel Two (parcel for proposed Community Park entrance)

That part of the west 186.10 feet of the Southwest Quarter of Section 19, Township 36 North, Range 9, West of the Second Principal Meridian, in the Town of Munster, Lake County, Indiana being more particularly bounded and described as follows:

Beginning at a point on the west line of said Section 19, 1237.01 feet northerly of the southwest corner of said Section 19, as measured along said west line; thence continuing northerly on said west line, 120.00 feet; thence easterly to the east line of the west 186.10 feet of said Southwest Quarter to a point 1351.29 feet, as measured along the east line of the west 186.10 feet, northerly of the south line of said Section 19; thence southerly along the east line of the west 186.10 feet of said Southwest Quarter, 120.00 feet, to a point 1231.29 feet, as measured along the east line of the west 186.10 feet, northerly of the south line of said Section 19; thence westerly to the Point of Beginning. Excepting from the aforescribed parcel the west 40.00 feet thereof.

Containing 0.4025 acres (17534.4 square feet) more or less

EXHIBIT B

Parcel Three (parcel north of proposed Community Park entrance)

That part of the west 186.10 feet of the Southwest Quarter of Section 19, Township 36 North, Range 9, West of the Second Principal Meridian, in the Town of Munster, Lake County, Indiana being more particularly bounded and described as follows:

Beginning at a point on the west line of said Section 19, 1357.01 feet northerly of the southwest corner of said Section 19, as measured along said west line; thence continuing northerly on said west line, 80.00 feet; thence easterly to the east line of the west 186.10 feet of said Southwest Quarter to a point 1431.29 feet, as measured along the east line of the west 186.10 feet, northerly of the south line of said Section 19; thence southerly along the east line of the west 186.10 feet of said Southwest Quarter, 80.00 feet, to a point 1351.29 feet, as measured along the east line of the west 186.10 feet, northerly of the south line of said Section 19; thence westerly to the Point of Beginning. Excepting from the aforescribed parcel the west 40.00 feet thereof.

Containing 0.2684 acres (11689.6 square feet) more or less

Parcel Four (additional parcel north of proposed Community Park entrance)

That part of the west 186.10 feet of the Southwest Quarter of Section 19, Township 36 North, Range 9, West of the Second Principal Meridian, in the Town of Munster, Lake County, Indiana being more particularly bounded and described as follows:

Beginning at a point on the west line of said Section 19, 1437.01 feet northerly of the southwest corner of said Section 19, as measured along said west line; thence continuing northerly on said west line, 46.00 feet; thence easterly to the east line of the west 186.10 feet of said Southwest Quarter to a point 1477.29 feet, as measured along the east line of the west 186.10 feet, northerly of the south line of said Section 19; thence southerly along the east line of the west 186.10 feet of said Southwest Quarter, 46.00 feet, to a point 1431.29 feet, as measured along the east line of the west 186.10 feet, northerly of the south line of said Section 19; thence westerly to the Point of Beginning. Excepting from the aforescribed parcel the west 40.00 feet thereof.

Containing 0.1543 acres (6721.5 square feet) more or less

13299.7 square feet + 17534.4 square feet +
11689.6 square feet + 6721.5 square feet = 49245.2 square feet