

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 087438

2017 DEC 27 AM 9:47

MICHAEL B. BROWN  
RECORDER

**RELEASE AND TERMINATION OF LEASES, SUBLEASES,  
MEMORANDUMS OF LEASES AND MEMORANDUMS OF SUBLEASES**

This Release of Leases, Subleases, Memorandums of Leases and Memorandums of Subleases ("Release") is made as of January 18, 2017 by **FRANCISCAN ALLIANCE, INC.**, an Indiana not-for-profit corporation, formerly known as sisters of St. Francis Health Services, Inc., for itself and as assignee of St. Anthony Medical Center, Inc., an Indiana not-for-profit corporation ("**Landlord**") and **CROSSROADS YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.**, an Indiana not-for-profit corporation, formerly known as Southlake Young Men's Christian Association, Inc., for itself and as assignee of Lake County Trust Company, as trustee under a Trust Agreement dated January 31, 1997 and known as Trust Number 4841 ("**Tenant**"). The parties state as follows:

A. Landlord and Tenant (and their respective assignors) have previously entered into the following, each of which evidenced interests in the real estate situated in Crown Point, Lake County, Indiana, as described on Exhibit A., which is attached hereto and made a part hereof (the "**Real Property**"):

1. Memorandum of Lease Between St. Anthony Medical Center, Inc. Landlord and Lake County Trust Company, as Trustee under a Trust Agreement Dated February 10, 1997, dated as of February 10, 1997, and recorded in the Office of the Recorder of Lake County, Indiana on February 28, 2001 as Document No. 2001-014376;

2. Memorandum of Sublease, dated as of February 10, 1997, executed by St. Anthony Medical Center, Inc. as lessor, by Lake County Trust Company, as Trustee under a Trust Agreement dated January 31, 1997 and known as Trust Number 4841, as sublessor, and by Southlake Young Men's Christian Association, Inc., as sublessee, recorded in the Office of the Recorder of Lake County, Indiana on February 28, 2001 as Document No. 2001-14377;

3. Memorandum of Lease between Sister of Saint Francis Health Services, Inc., Assignee of St. Anthony Medical Center, Inc. Landlord and Lake County Trust Company as Trustee under a Trust Agreement dated February 10, 1997, Tenant, dated as of April 1, 2002, recorded in the Office of the Recorder of Lake County, Indiana on April 23, 2002 as Document No. 2002 038247;

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GREATER INDIANA TITLE COMPANY  
JOHN E. PETALAS  
LAKE COUNTY AUDITOR  
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4. Memorandum of Sublease, dated as of April 1, 2002, executed by Lake County Trust Company, as Trustee under a Trust Agreement dated January 31, 1997 and known as Trust Number 4841, as sublessor, and by Southlake Young Men's Christian Association, Inc., as sublessee, recorded in the Office of the Recorder of Lake County, Indiana on April 23, 2002 as **Document No. 2002 038248**; and

5. Memorandum of Lease between Sister of Saint Francis Health Services, Inc., Assignee of St. Anthony Medical Center, Inc. Landlord and Southlake Young Men's Christian Association, Inc., as Assignee of Lake County Trust Company as Trustee under a Trust Agreement dated January 31, 1997, and known as Trust Number 4841, Tenant dated as of April 1, 2002, recorded in the Office of the Recorder of Lake County, Indiana on April 23, 2002 as **Document No. 2002 038249**

(collectively the "Memorandums").

B. The Memorandums evidence the following unrecorded agreements executed by Landlord and Tenant (and their respective assignors), each of which conveyed interests in the Real Property:

1. Lease Agreement dated as of February 10, 1997, between St. Anthony Medical Center, Inc., as landlord, and Lake County Trust Company, as Trustee under a Trust Agreement dated January 31, 1997 and known as Trust Number 4841, as tenant;

2. Sublease Agreement dated as of February 10, 1997, between Lake County Trust Company, as Trustee under a Trust Agreement dated January 31, 1997 and known as Trust Number 4841, as sublessor, and Southlake Young Men's Christian Association, Inc., as sublessee;

3. Lease Agreement dated as of January 31, 1997, between Sister of Saint Francis Health Services, Inc., as assignee of St. Anthony Medical Center, Inc., as landlord, and Lake County Trust Company, as Trustee under a Trust Agreement dated January 31, 1997 and known as Trust Number 4841, as tenant;

4. Assignment of Lease and Extinguishment of Sub-Lease dated as of April 1, 2002, between Lake County Trust Company, as Trustee under a Trust Agreement dated January 31, 1997 and known as Trust Number 4841, as assignor, and Southlake Young Men's Christian Association, Inc., as assignee

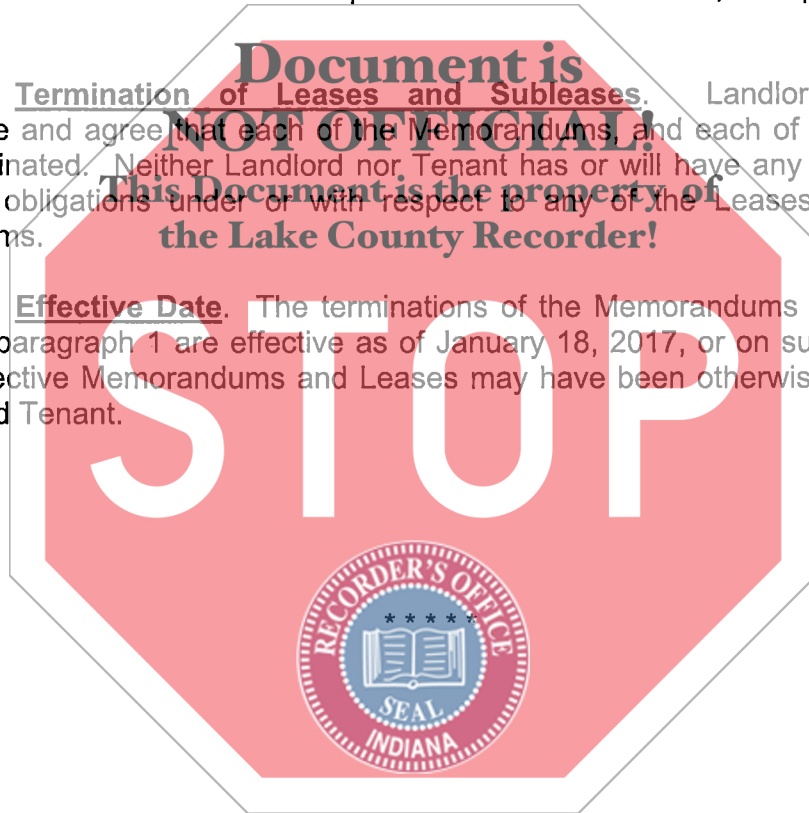
(collectively, the "Leases").

C. Landlord and Tenant have entered into an Amended and Restated Lease as of the date hereof, and wish to terminate the Leases and the Memorandums.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Termination of Leases and Subleases. Landlord and Tenant acknowledge and agree that each of the Memorandums, and each of the Leases, are hereby terminated. Neither Landlord nor Tenant has or will have any further rights or any further obligations under or with respect to any of the Leases or any of the Memorandums.

2. Effective Date. The terminations of the Memorandums and the Leases provided in paragraph 1 are effective as of January 18, 2017, or on such earlier dates as the respective Memorandums and Leases may have been otherwise terminated by Landlord and Tenant.



[signature pages follow]

Landlord:

**FRANCISCAN ALLIANCE, INC.**, an Indiana not-for-profit corporation, formerly known as sisters of St. Francis Health Services, Inc., for itself and as assignee of St. Anthony Medical Center, Inc., an Indiana not-for-profit corporation

By: *Barbara Anderson*  
Barbara Anderson, President/CEO

STATE OF INDIANA

COUNTY OF LAKE

Document is  
NOT OFFICIAL!

BEFORE ME, the undersigned, a Notary Public, on December 19, 2017, personally appeared Barbara Anderson, personally known to me to be the same person whose name is subscribed to the foregoing document as ~~Barbara Anderson~~ of Franciscan Alliance, Inc. and being first duly sworn by me upon oath, acknowledged that such person has read and understands the foregoing and that such person has affixed such person's name to and delivered said document as such person's own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



*Patricia Pochon*  
Patricia Pochon, Notary Public

Commission Expires: 9.12.24

County of Residence: Lake

Tenant:

**CROSSROADS YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.**, an Indiana not-for-profit corporation, formerly known as Southlake Young Men's Christian Association, Inc., for itself and as assignee of Lake County Trust Company, as trustee under a Trust Agreement dated January 31, 1997 and known as Trust Number 4841

By: \_\_\_\_\_

*Thomas K. Hoggan*  
\_\_\_\_\_  
President

STATE OF INDIANA

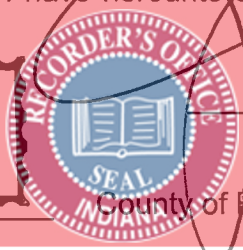
COUNTY OF LAKE

**Document is NOT OFFICIAL!**

**BEFORE ME**, the undersigned, a Notary Public, on December 18, 2017, personally appeared Thomas K. Hoggan, personally known to me to be the same person whose name is subscribed to the foregoing document as President of Crossroads Young Men's Christian Association, Inc., and being first duly sworn by me upon oath, acknowledged that such person has read and understands the foregoing and that such person has affixed such person's name to and delivered said document as such person's own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my official seal.

JACALYN L SMITH  
Notary Public - Seal  
Lake County - State of Indiana  
Commission Number 677813  
My Commission Expires Jan 10, 2024



\_\_\_\_\_, Notary Public

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

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

*This instrument was prepared by:* Demetri J. Retson  
Krieg DeVault LLP  
8001 Broadway, Suite 400  
Merrillville, Indiana 46410-5552  
219-227-6089

*The foregoing preparer states as follows: 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. - Demetri J. Retson*

## EXHIBIT A

### Legal Description of Real Property

**PARCEL 1:** PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2<sup>ND</sup> PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID EAST 1/2; THENCE NORTH ALONG THE WEST LINE THEREOF 592.38 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2, 458.8 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID EAST 1/2, 592.38 FEET TO THE SOUTH LINE THEREOF; THENCE WEST ALONG SAID WEST LINE 458.8 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

**PARCEL 2:** AN EASEMENT AND RIGHT OF ENTRY APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2<sup>ND</sup> P.M.; THENCE NORTH 00° 04' 06" WEST ALONG THE WEST LINE THEREOF 649.6 FEET; THENCE NORTH 89° 55' 54" EAST 98.74 FEET TO POINT OF BEGINNING; THENCE NORTH 00° 04' 06" WEST 271.33 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2, 461.11 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID EAST 1/2, 271.33 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2, 461.11 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

FOR THE FOLLOWING PURPOSES:

- (a) THE CONSTRUCTION, INSTALLATION, USE, OPERATION, INSPECTION, MAINTENANCE, REPAIR, TESTING, AND REPLACEMENT OF FACILITIES OVER, UPON, AND UNDER THE ABOVE DESCRIBED PARCEL FOR THE RETENTION OF SURFACE WATERS, INCLUDING BUT NOT LIMITED TO STORM WATER AND MELTED SNOW AND ICE;
- (b) THE EXCLUSIVE RIGHT TO USE OF ALL WATERS UPON AND UNDER THE ABOVE DESCRIBED PARCEL FOR THE PURPOSE OF TRANSFERRING AND/OR GENERATING HEAT AND/OR ENERGY;

(c) THE CONSTRUCTION, INSTALLATION, USE, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, REMOVAL, RELOCATION, SERVICING, AND TESTING OF WATER CONVEYANCE PIPES, TILES, AND/OR FACILITIES WHICH ARE BELOW GRADE AND/OR BELOW THE NORMAL WATER LEVEL OF THE ABOVE DESCRIBED PARCEL

WITH ALL RIGHTS AND PRIVILEGES NECESSARY OR CONVENIENT FOR THE FULL ENJOYMENT OR USE THEREOF. SAID EASEMENT RIGHTS, EXCEPT AS PROVIDED IN (B) ABOVE, WILL BE NON-EXCLUSIVE AND WILL TERMINATE UPON TERMINATION OF THE TERM OF THIS LEASE.

**PARCEL 3:** AN EXCLUSIVE EASEMENT AND RIGHT OF ENTRY, APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND P.M., THENCE NORTH 06° 04' 06" WEST ALONG THE WEST LINE THEREOF 592.38 FEET; THENCE NORTH 89° 55' 54" EAST 300 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03° 42' 00" WEST 57.22 FEET TO THE POINT OF TERMINUS; SAID EASEMENT BEING 12.5 FEET EITHER SIDE OF THE ABOVE DESCRIBED CENTER-LINE,

FOR THE CONSTRUCTION, INSTALLATION, USE, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, REMOVAL, RELOCATION, SERVICING, AND TESTING OF WATER CONVEYANCE PIPES, TILES, AND/OR FACILITIES WHICH ARE BELOW GRADE AND/OR BELOW THE NORMAL WATER LEVEL OF THE ABOVE-DESCRIBED PARCEL, WITH ALL RIGHTS AND PRIVILEGES NECESSARY OR CONVENIENT FOR THE FULL ENJOYMENT OR USE THEREOF. SAID EASEMENT RIGHTS WILL TERMINATE UPON TERMINATION OF THE TERM OF THIS LEASE.

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45-16-17-300-901-000-042

45-16-17-300-012-000-042