

416011 - *copy sent:*
CII Development -
11350 North Meridian
Carmel, Indiana 46032
Attn: Mr. Sappano.

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824907

EASEMENT AGREEMENT

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

This Easement Agreement made this 9th day of October, 1985 by and between CII Development, Inc. (hereinafter "CII") and Congregate Housing Partnership (hereinafter "Congregate")

WITNESSETH:

WHEREAS, the parties have agreed to the purchase and sale of 15.57 acres located in the Town of Merrillville, Lake County, Indiana, by CII to Congregate, the legal description of which is as follows:

FILED

OCT 15 1985

John O. ...
AUDITOR LAKE COUNTY

A parcel of land in the South 1/2 of the Northeast 1/4 of Section 17, Township 35 North, Range 8 West of the Second Principal Meridian in the Town of Merrillville, Lake County, Indiana, being more particularly described as follows: Commencing at the Northeast corner of said Section 17; thence South 0° 04' 02" West 1,321.79 feet along the East line of said Section 17, to the Point of Beginning, said point being the Northeast corner of the South 1/2 of the Northeast 1/4 of said Section 17; thence continuing along said last mentioned course 1,321.79 feet to the Southeast corner of the South 1/2 of the Northeast 1/4 of said Section 17; thence North 89° 46' 13" West 100.00 feet along the South line of the South 1/2 of the Northeast 1/4 of said Section 17; thence North 0° 04' 02" East 350.00 feet; thence North 89° 46' 13" West 580.10 feet; thence North 39° 00' West 353.23 feet; thence North 40° 00' 00" East 907.81 feet to the North line of the South 1/2 of the Northeast 1/4 of said Section 17; thence South 89° 50' 37" East 320.00 feet along the North line of the South 1/2 of the Northeast 1/4 of said Section 17 to the Point of Beginning. Containing 15.57 acres more or less.

RECORDED
OCT 19 10 07 AM '85

OCT 19 10 07 AM '85

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

15-116-73

15-116-74

A parcel of land in the South 1/2 of the Northeast 1/4 of Section 17, Township 35 North, Range 8 West of the Second Principal Meridian, in the Town of Merrillville, Lake County, Indiana, being more particularly described

ct
13.00
581 A

as follows: commencing at the Northeast corner of said Section 17; thence South 0° 04' 02" West 2,643.58 feet along the East line of said Section 17 to the Southeast corner of the South 1/2 of the Northeast 1/4 of said Section 17; thence North 89° 46' 13" West 100.00 feet along the South line of the South 1/2 of the Northeast 1/4 of said Section 17 to the Point of Beginning; thence continuing along said last mentioned course 500.00 feet; thence North 0° 04' 02" East 200.00 feet; thence North 28° 00' 00" West 170.25 feet; thence South 89° 46' 13" East 580.10 feet; thence South 0° 04' 02" West 350.00 feet to the Point of Beginning. Containing 4.155 acres more or less. (hereinafter Parcel I.)

WHEREAS, CII will retain a larger portion adjacent to Parcel I, the legal description of which is as follows:

15-116-56
A parcel of land in the South 1/2 of the Northeast 1/4 of Section 17, Township 35 North, Range 8 West of the Second Principal Meridian, in the Town of Merrillville, Lake County, Indiana, being more particularly described as follows: Commencing at the Northeast corner of said Section 17; thence South 0° 04' 02" West 2,643.58 feet along the East line of said Section 17 to the Southeast corner of the South 1/2 of the Northeast 1/4 of said Section 17; thence North 89° 46' 13" West 600.00 feet along the South line of the South 1/2 of the Northeast 1/4 of said Section 17 to the Point of Beginning; thence continuing along said last mentioned course 1,446.82 feet to a point that is 600.00 feet East of the Southwest corner of the Northeast 1/4 of said Section 17; thence North 0° 00' 00" West 1,236.42 feet to the South line of the North 5 rods of the West 80 rods of the said South 1/2; thence South 89° 50' 37" East 720.00 feet; thence North 0° 00' 00" West 82.50 feet along the East line of the North 5 rods of the West 80 rods; thence South 89° 50' 37" East 1,008.32 feet along the North line of the South 1/2 of the Northeast 1/4 of said Section 17; thence South 40° 00' 00" West 907.81 feet; thence South 39° 00' 00" East 353.23 feet; thence South 28° 00' 00" East 170.25 feet; thence South 0° 04' 02" West 200.00 feet to the Point of Beginning. Containing 40.975 acres more or less.

WHEREAS, the parties desire to create cross access, utility and drainage easement over, upon, across and through the above-described parcels, such easements disclosed in the engineering drawing attached hereto as "Exhibit A".

NOW, THEREFORE, the parties in consideration of the mutual covenants contained in this Agreement agree as follows:

1. Congregate grants and conveys to CII upon all of the terms, provisions and conditions of this Agreement, a perpetual nonexclusive right-of-way and easement along, over, upon and through Parcel I for purposes of access, utility and drainage according to the engineering drawing attached hereto as "Exhibit A".

2. CII grants and conveys to Congregate upon all of the terms, provisions and conditions of this Agreement, a perpetual nonexclusive right-of-way and easement along, over, upon and through Parcel I for purposes of access, utility and drainage according to the engineering drawing attached hereto as "Exhibit A".

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CII DEVELOPMENT, INC.

By: [Signature]
M. A. Comparato, President

By: Charles S. Saponaro
Charles S. Saponaro

CONGREGATE HOUSING PARTNERSHIP

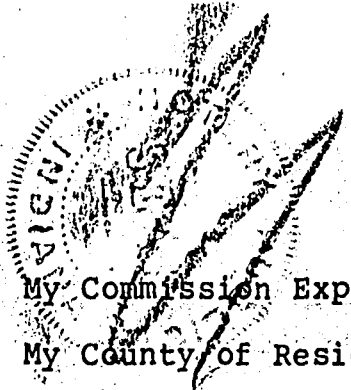
By: _____
Its General Partner

By: _____

STATE OF INDIANA)
COUNTY OF Hamilton) SS:

Before me, a Notary Public in and for said County and State, personally appeared M. A. Comparato, President of CII Development, Inc. and Charles S. Saponaro, who acknowledged the execution of the foregoing Cross Easement Agreement, Declaration of Covenants, Conditions and Restrictions.

Witness my hand and Notary Seal 9th day of October, 1985.



Marilyn S. Neuman
Notary Public

MARILYN S. Neuman
Printed Name

My Commission Expires: October 18, 1985

My County of Residence: Hamilton Co.

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared JAMES E. EDEN, of Congregate Housing Partnership, its general partner and _____, who acknowledged the execution of the foregoing Cross Easement Agreement, Declaration of Covenants, Conditions and Restrictions.

Witness my hand and Notary Seal 9th day of October, 1985.

Barbara L. Jones
Notary Public

BARBARA L. JONES
Printed Name

My Commission Expires: October 25, 1987

My County of Residence: Henricks



Prepared by: David Coats

DITCH FLOWS NORTH TO PIPE UNDER TAFT ST. 2500' NORTH OF 73RD AVE

S 89°15'37" E 1008.32'

N 100°00'00" E 82.50'

S 89°50'36" E 720.00'

PROPOSED RETENTION LAKE
 NORMAL POOL 630.0 AREA 4.4 Ac
 HIGH WATER 636.5 DEPTH 6'
 TOP OF BANK 637.5 STORAGE 29 Ac Ft

PHASE I (FINAL)

PHASE II (PRELIMINARY)

PHASE III (PRELIMINARY)

PHASE I (FINAL)

EMERGENCY OVERFLOW
 6337.0
 6340.0
 6343.0
 6346.0
 24" PIPE 12,619.6

LINE TO BE USED FOR POSITIVE IGA PROPOSED

BENCH MARK
 6343.00
 TOP OF CONCRETE PILL, SURROUND
 6339.00

TOWNE GARDENS - PHASE III -

OFF SITE DRAINAGE AREA: 138 AC

PROPOSED 50' R/W

