

Return to: Northwest Properties
131 Ridge Road
Munster, IN 46321

Mail Tax statements to
131 Ridge Rd
Munster, IN 46321
098488

TRUSTEE'S DEED

THIS INDENTURE WITNESSETH, that LAKE COUNTY TRUST COMPANY, AS TRUSTEE under the provisions of a Trust Agreement dated December 29, 1981, as amended, and known as Trust No. 3188 of Lake County, and State of Indiana, does hereby grant, bargain, sell and convey to: NORTHWEST PROPERTIES LTD., TIPPECANOE ENTERPRISES, INC., TIPPECANOE BUILDERS, INC., CHRIS C. KOVICH, JACK E. KOVICH, DAVID C. KOVICH, CATHERINE J. KOVICH, and IRMA Y. KOVICH, for the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable considerations, the following described REAL ESTATE in Lake County, in the State of Indiana, to-wit:

28-13-14
151260-96-131

That part of the Southeast Quarter of Section 31, Township 36 North, Range 9 West of the Second Principal Meridian more particularly described as follows: Commencing at the Northeast corner of said Southeast Quarter, thence South 00 degrees 42 minutes 31 seconds West along the East line of said Southwest Quarter, a distance of 1399.64 feet to the point of beginning; thence continuing South 00 degrees 42 minutes 31 seconds West along the East line of said Southwest Quarter, a distance of 1246.22 feet; thence South 88 degrees 38 minutes 38 seconds West along the South line of said Southwest Quarter, a distance of 38.74 feet; thence Northwesterly along the Northeasterly line of the 100 foot wide right of way of the Conrail Railroad being a curve concave to the Northeast and having a radius of 11,409.20 feet (the chord of which bears North 38 degrees 35 minutes 32 seconds West, a chord distance of 499.29 feet), an arc distance of 499.33 feet; thence North 37 degrees 20 minutes 18 seconds West along said right of way line a distance of 1438.86 feet; thence South 76 degrees 56 minutes 32 seconds East, a distance of 1271.15 feet; containing 18.659 acres, more or less, all in the Town of Munster, Lake County, Indiana.

TICOR TITLE INSURANCE
Crown Point, Indiana



This conveyance is subject to the following:

1. The terms, covenants, conditions, restrictions and limitations of any instrument of record affecting the use or occupancy of said real estate;
2. Roads and highways, streets and alleys, right-of ways;
3. Limitation by fences and/or other established boundary lines;
4. Easements of record;
5. Easements, if any, for established ditches and/or drains;
6. Special assessments, if any, levied after December 29, 1988, except for the requirements of paragraph D. hereof, and real estate taxes for the year 1989 payable in 1990 and subsequent years;
7. Zoning, building and subdivision control ordinances and amendments thereto.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
APR 30 1990
DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Anna N. Anton
AUDITOR LAKE COUNTY

A. Grantor hereby expressly reserves to itself, its beneficial owners, personal representatives, successors and assigns the right and easement to drain storm water into that certain retention area (said "retention area") lying in the Northwesterly corner of that parcel of real estate described on the first page of a certain Trustee's Deed from the Grantor herein to the Grantee herein dated the 14th day of July, 1989, and recorded in the Office of the Recorder of Lake County, Indiana on the 26th day of July 1989 as Document No. 048736. The real estate hereinabove described is hereinafter referred to as the "ser-

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servient estate". Grantee, by acceptance of the conveyance herein provided, agrees to construct adequate storm sewers in such manner so as to provide to the dominant estate sufficient capacity which is adequate to drain from the dominant estate at a release rate not exceeding the storm water run-off from said dominant estate in its developed state for residential purposes and in accordance with the applicable ordinances, regulations and standards of the Town of Munster, Lake County, Indiana. The dominant estate is described in Exhibit "A" which is attached hereto and incorporated herein by reference and made a part hereof.

Grantee's covenants as to the construction of said storm water sewers and appurtenances thereto referred to herein shall cease and desist and Grantor's easement rights other than as to the specific and defined easement referred to in paragraph B. and other than as to Grantor's right to drain storm water from the dominant estate through the storm sewers into said retention area in accordance with the applicable ordinances, regulations and standards of the Town of Munster, Lake County, Indiana references in paragraph B. shall cease and desist upon the recording of a release executed by Grantor. Such release shall be granted upon the receipt by Grantor of a certificate of compliance issued by the Town of Munster or the registered professional engineer employed by said Town of Munster.

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B. Grantor for itself, its successors and assigns, covenants and agrees that in the use and enjoyment of said easement for storm water drainage from the dominant estate the discharge of storm water into said storm sewers shall not exceed a release rate in excess of the storm water run-off from the dominant estate in its developed state based on residential development and as approved in accordance with the applicable ordinances, regulations and standards of the Town of Munster, Lake County, Indiana. Grantor hereby expressly reserves to itself, its successors and assigns, an easement through the servient estate to provide storm water drainage together with access thereto for the use of the dominant estate.

C. The same requirements shall be required of Grantee for storm water drainage as herein provided in A. and B. above wherein the dominant estate is described in Exhibit "B" which is attached hereto and incorporated herein by reference and made a part hereof.

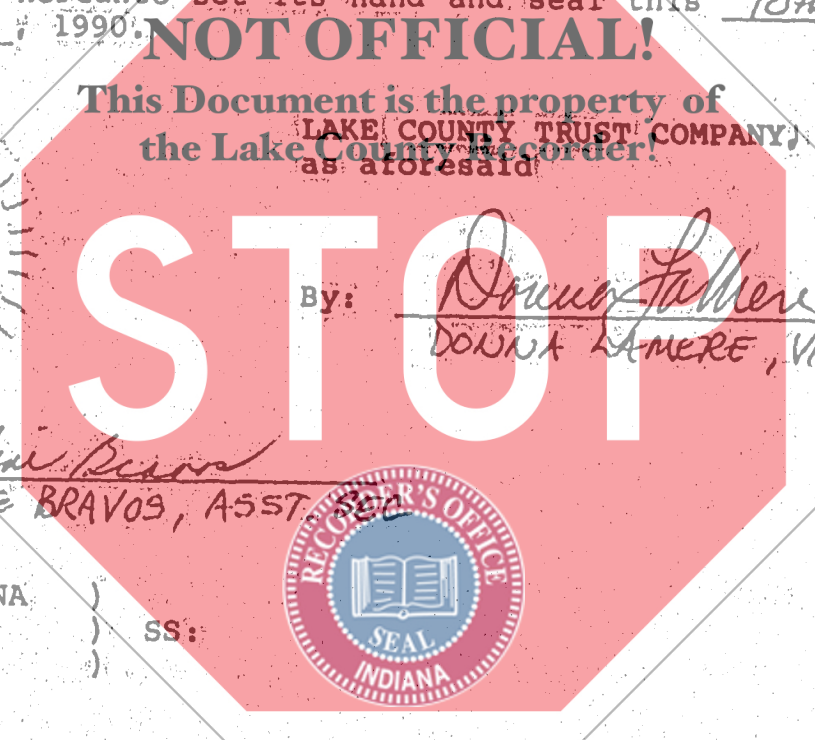
D. Grantee agrees to pay, indemnify and hold Grantor harmless from any assessments or charges upon or applying to the real estate herein conveyed or for public or municipal improvements or services which are constructed or installed on or about the real estate conveyed to Grantee or otherwise serve said real estate and the same shall be the Grantee's responsibility including, but not limited to, the sanitary sewer reimbursement assessments plus accrued interest, if any, including, but not limited to, assessments pursuant to a certain REIMBURSEMENT AGREEMENT dated the 6th day of July, 1978, by and between the Hammond Sanitary District, Lake County, Indiana and Powers-Rueth and Associates, an Indiana limited partnership, recorded in the Office of the Recorder of Lake County, Indiana on the 26th day of October, 1978, as Document No. 498231 and ACCEPTANCE BY TOWN OF MUNSTER OF REIMBURSEMENT AGREEMENT DATED JULY 6, 1978 BETWEEN HAMMOND SANITARY DISTRICT AND POWERS-RUETH AND ASSOCIATES dated October 16, 1978, recorded in the Office of the Recorder of Lake County, Indiana on the 26th day of October, 1978, as Document No. 498232.

E. All easements and drainage rights and the use and enjoyment thereof herein described are appurtenant to, and run with the real estate in perpetuity and shall remain in full force and effect until released of record and at all times shall inure to the benefit of, and be binding upon the Grantor and Grantee, their heirs, administrators, successors and assigns, whether or not said easements are specifically referred to in the instruments conveying all or a part of the real estate. The covenants and agreements contained herein may be enforced by such parties by a suit in law or in equity.

All easements and drainage rights and the use and enjoyment thereof herein described are appurtenant to, and run with the real estate in perpetuity and shall remain in full force and effect until released of record and at all times shall insure to the benefit of, and be binding upon the Grantor and Grantee Lake County Trust Company, as Trustee, under the provisions of a Trust Agreement dated December 29, 1981, as amended, and known as Trust No. 3189, their heirs, administrators, successors and assigns whether or not said easements are specifically referred to in the instruments conveying all or a part of the real estate. The covenants and agreement contained herein may be enforced by such parties by a suit in law or in equity and shall be governed by, construed, and enforced in accordance with the laws of the State of Indiana and in the event any action is filed in relation to same, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

This Deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said Deed or Deeds in trust delivered to the said Trustee in pursuance of the Trust Agreement above mentioned and subject to all restrictions of and other restrictions herein contained.

IN WITNESS WHEREOF, the said LAKE COUNTY TRUST COMPANY, as Trustee, by DONNA LAMERE, AS VICE PRESIDENT as ~~Assistant Trust Officer~~, and ANGELINE BRAVOS as Assistant Secretary, has hereunto set its hand and seal this 10th day of APRIL, 1990.



NOT OFFICIAL!

This Document is the property of
LAKE COUNTY TRUST COMPANY, AS TRUSTEE
the Lake County Recorder
as aforesaid

By: Donna Lamere
DONNA LAMERE, VICE PRESIDENT

ATTEST:

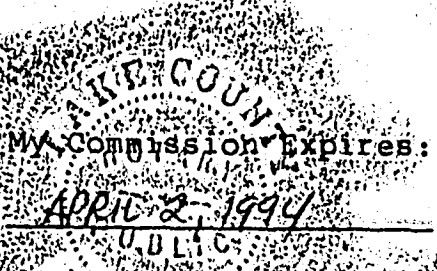
By: Angeline Bravos
ANGELINE BRAVOS, ASST. SEC.

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named DONNA LAMERE AS VICE PRES as ~~Trust Officer~~ and ANGELINE BRAVOS as Assistant Secretary of the Lake County Trust Company, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

Witness my hand seal this 10th day of APRIL, 1990.

Angela Newcomb
ANGELA NEWCOMB Notary Public
Resident of:

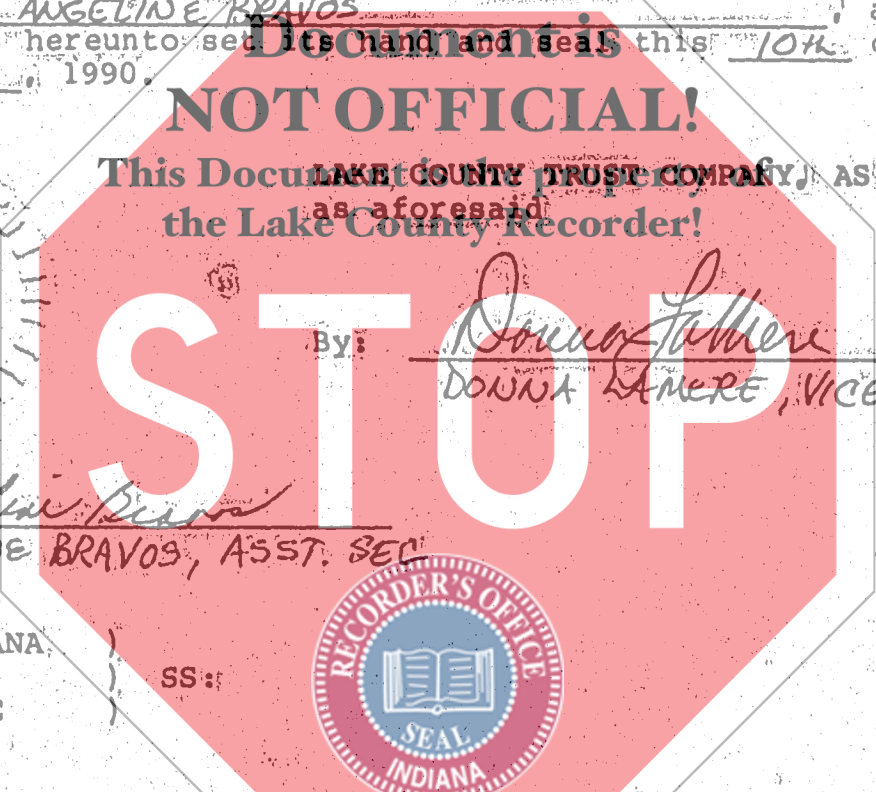


THIS INSTRUMENT PREPARED BY: CHARLES L. ZANDSTRA, Attorney for Grantor
9337 Calumet Avenue; Munster, IN 46321
CHRIS KOVICH, Attorney for Grantee
131 Ridge Road; Munster, IN 46321

All easements and drainage rights and the use and enjoyment thereof herein described are appurtenant to, and run with the real estate in perpetuity and shall remain in full force and effect until released of record and at all times shall insure to the benefit of, and be binding upon the Grantor and Grantee Lake County Trust Company, as Trustee, under the provisions of a Trust Agreement dated December 29, 1981, as amended, and known as Trust No. 3189, their heirs, administrators, successors and assigns whether or not said easements are specifically referred to in the instruments conveying all or a part of the real estate. The covenants and agreement contained herein may be enforced by such parties by a suit in law or in equity and shall be governed by, construed, and enforced in accordance with the laws of the State of Indiana and in the event any action is filed in relation to same, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

This Deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said Deed or Deeds in trust delivered to the said Trustee in pursuance of the Trust Agreement above mentioned and subject to all restrictions of and other restrictions herein contained.

IN WITNESS WHEREOF, the said LAKE COUNTY TRUST COMPANY, as Trustee, by DONNA LAMERE, OS VICE PRESIDENT ~~as Assistance Trust Officer~~ and ANGELINE BRAVOS as Assistant Secretary, has hereunto set its hand and seal this 10th day of APRIL, 1990.



~~LAKE COUNTY TRUST COMPANY, AS TRUSTEE~~
as aforesaid
the Lake County Recorder!

By: Donna Lamere
DONNA LAMERE, VICE PRESIDENT

ATTEST:

By: Angeline Bravos
ANGELINE BRAVOS, ASST. SEC

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, the undersigned, a Notary Public in and for said County and State personally appeared, the within named DONNA LAMERE AS VICE PRES ~~as Trust officer~~ and ANGELINE BRAVOS as Assistant Secretary of the Lake County Trust Company, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

Witness my hand seal this 10th day of APRIL, 1990.

Angela Newcomb
ANGELA NEWCOMB Notary Public
Resident of:

My Commission Expires:
APRIL 2, 1994

THIS INSTRUMENT PREPARED BY: CHARLES L. ZANDSTRA, Attorney for Grantor
9337 Calumet Avenue, Munster, IN 46321
CHRIS KOVICH, Attorney for Grantee
131 Ridge Road, Munster, IN 46321

EXHIBIT "A"

DOMINANT ESTATE LEGAL DESCRIPTION

That part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 32, Township 36 North, Range 9 West of the 2nd Principal Meridian lying Southwesterly of the following described line:

Commencing at a point on the West line of Section 32, Township 36 North, Range 9 West of the 2nd Principal Meridian, 1005 feet North of the Southwest corner of said Section 32, thence southeasterly in a straight line to a point on the South line of said Section 32, 1120 feet East of the Southwest corner of said Section 32.

All in Lake County, Indiana.

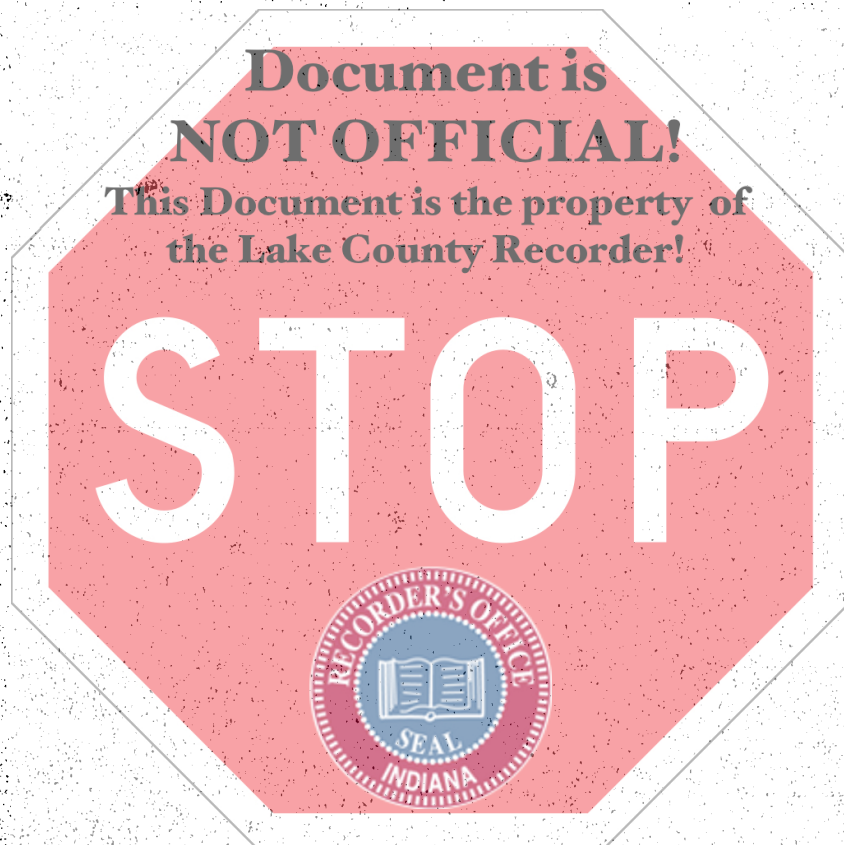


EXHIBIT "B"

DOMINANT ESTATE LEGAL DESCRIPTION

Part of Section 32, Township 36 North, Range 9 West of the Second Principal Meridian being more particularly described as follows: Commencing at the Southwest corner of said Section 32; thence North $0^{\circ} 42' 31''$ East along the West line of said Section 32, a distance of 1335 feet to the point of beginning; thence North 36° East, a distance of 160.00 feet; thence North 86° East, a distance of 210.00 feet; thence North 16° East, a distance of 230.00 feet; thence South 80° East, a distance of 310.00 feet; thence North $0^{\circ} 42' 31''$ East, a distance of 1044.02 feet; thence North 80° East, a distance of 608.86 feet; thence North 0° East, a distance of 155.00 feet; thence South 80° West, a distance of 1280.00 feet to the west line of said Section 32; thence South $0^{\circ} 42' 31''$ West along the West line of said Section 32, a distance of 1530.00 feet to the point of beginning, containing 22.25 acres more or less, all in Munster, Lake County, Indiana.

