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**STORM WATER DRAINAGE EASEMENT AGREEMENT
RECORDER**

**SAM ORLICH
AUDITOR LAKE COUNTY**

This Agreement made this 24TH day of April, 1995, by and between WALTER S. MANDER (Grantor) and JANETTE R. FEDDELER, also known as JANETTE R. MEZYDLO under Elmer Feddeler Trust Dated May 2, 1981 and CRESTON COUNTRY MANOR, LLC (collectively referred to as Grantee):

WHEREAS, the Grantee is the Owner/Developer of certain property in Lake County located in the North 1/2 of Section 10, Township 33 North Range 9 West of the 2nd Principal Meridian which is being platted and developed as a Subdivision which is named Creston Country Manor - Unit 1 and Unit 2.

The description of which is attached hereto and made a part hereof by reference as Exhibit "A", and hereafter referred to as the Dominant Tract:

WHEREAS, the Grantee, in order to develop said property needs an easement to transport storm drainage flows from the Dominant Tract over and across the Grantor's Property a description of which is attached hereto and made a part hereof by reference as Exhibit "B", and hereafter referred to as the Servient Tract.

WHEREAS, Grantor is willing to impose such servient use upon his property upon certain conditions being met.

NOW THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Non Exclusive Storm Water Drainage Easement.

The Grantee shall have a non-exclusive easement for storm water drainage purposes which shall serve that property of the Grantee described in Exhibit "A" (the dominant tract) over and upon the property of the Grantor described in Exhibit "B" (the Servient Tract).

2. Reservation of Use By Grantor.

Grantor reserves the right to continue to use the servient tract in any manner he desires provided he not interfere with Grantee's needs. This reservation of use shall include but not be limited to farming and in the event Grantor shall subdivide or develop his property in the future, he shall be entitled to utilize the storm water drainage improvements placed in such easement for his development needs at no charge or assessment by Grantee, provided that any additional improvements required to be

made to the storm water drainage improvements as a result of his utilization of such improvements shall be borne by the Grantor, and further provided that any damage to the storm water drainage improvements occasioned by connections thereto for purposes of his utilization shall be repaired at the cost of the Grantor.

3. Scope of Improvements.

Grantee shall construct a storm water drain system in said easement at its sole cost and expense. Such system shall be constructed of pipe with a minimum inside diameter of eighteen (18") inches and it shall be placed a minimum of three (3') feet below the surface grade of Grantor's property.

Said drainage line shall originate on Grantee's property, that is to say there will be no drop structures or manholes placed upon Grantor's property. Said drainage line shall terminate and discharge at or near the public right of way along 155th Avenue and Grantee shall be responsible for all discharge improvements at the terminus as may be required by Lake County or any other governmental body or agency having jurisdiction over such matters.

4. No Surface Storm Drainage Permitted.

The purpose of this easement is to provide a way for storm water drainage emanating from the dominant tract to be accumulated upon said dominant tract and discharged via underground means across the servient tract. This easement is for said purpose alone and shall not be construed as an easement for surface drainage of storm water, force majeure excepted.

5. Manner of Installation; Repair to Farm Tile Lines; Restoration, Notice to Grantor.

As part and parcel of the consideration of this agreement Grantee hereby agrees:

a. That the installation of said drainage line shall be done in a first-class and workman-like manner.

b. That the top one (1') foot of the soil over the area of excavation shall be removed, set aside and segregated prior to trench excavation so that said top soil may be replaced back on top of the trench excavation back fill. The land shall be returned to as nearly its natural contours as possible.

c. Grantee shall endeavor to locate any and all existing farm drainage tiles and shall be responsible for repairing, replacing and reconnecting any such tiles as may be displaced, broken or otherwise disturbed by Grantee during the construction of the storm drainage system.

d. Grantee shall provide Grantor with at least forty eight (48) hours notice of when it intends to commence construction in order that Grantor may have a representative in the field to oversee the project. Grantor hereby designates the following person(s) as his field representative(s).

Norman Reichert (219)696-8430
Joe Tokarz (219)696-2617

6. Permits; Authority Responsibility of Grantee.

Grantee shall assume responsibility for and hereby warrants that it has obtained or will have obtained all necessary permits and authority for the construction of the storm drainage system to be constructed by Grantee in the easement.

7. Insurance and Indemnification.

Grantee shall provide Grantor with proof of insurance in a form suitable to Grantor evidencing:

a. That Grantee and or its contractors have in effect workmans compensation insurance; and

b. That Grantee and/or its contractors have public liability insurance in the minimum amount of \$500,000.00 per person and \$1,000,000.00 per occurrence.

Grantee further shall indemnify and hold Grantor harmless from any and all damages or claim therefrom arising from Grantee's activities.

8. No Liens.

Grantee hereby warrants and agrees that it shall not permit or suffer to be permitted any liens of any type whatsoever upon Grantor's property for any materials, labor or claims of any color or kind arising out of Grantee's use of the Grantor's property.

9. Binding Effect.

This Agreement shall be binding upon the parties to this Agreement, their successors, administrators, executors and assigns and in particular those transferees of Grantee who may purchase lots in said Creston Country Manor Subdivision.

10. Authority.

Janette R. Feddeler, hereby represents and warrants that she has the requisite authority to execute this agreement on behalf of the Grantee.

11. Remedies.

Grantor may enforce this agreement in law or equity in the event of breach of violation of its terms or covenants and Grantee shall be responsible for Grantor's reasonable attorney fees.

12. Choice of Laws.

This agreement shall be construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

GRANTOR:

Walter S. Mander
Walter S. Mander

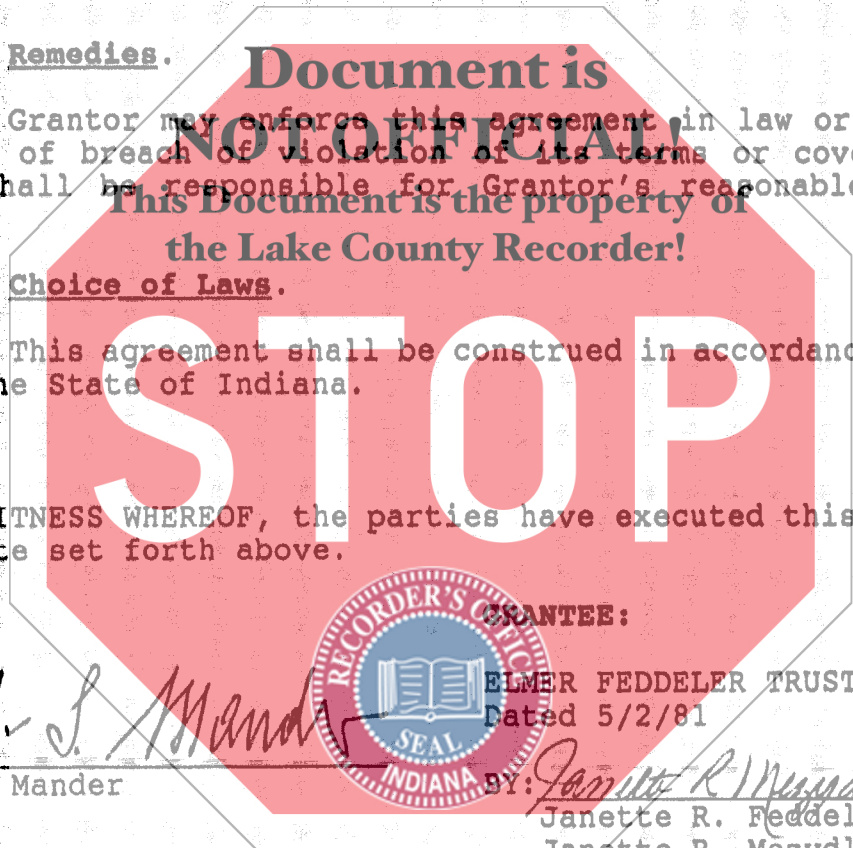
GRANTEE:

ELMER FEDELER TRUST, UTA
Dated 5/2/81

BY: *Janette R. Mezydlo Trustee*
Janette R. Feddeler a/k/a
Janette R. Mezydlo, Trustee

CRESTON COUNTRY MANOR, LLC

BY: *Janette R. Mezydlo Manager*
Janette R. Mezydlo, Manager

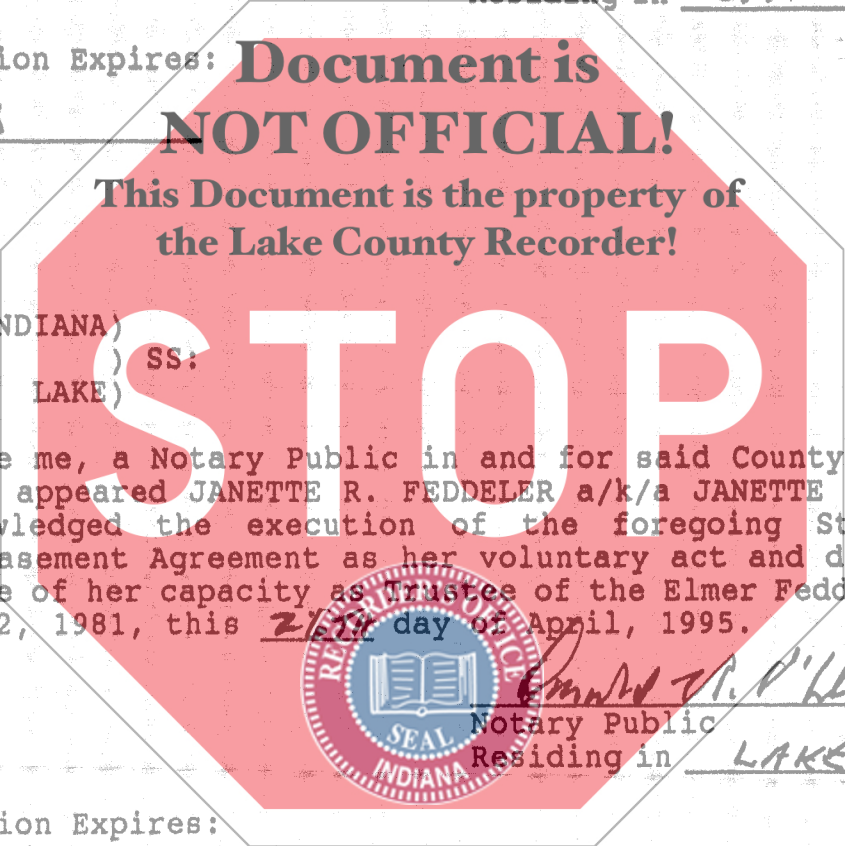


STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State personally appeared WALTER S. MANDER who acknowledged the execution of the foregoing Storm Water Drainage Easement Agreement as his voluntary act and deed this 17TH day of ~~April~~, 1995.

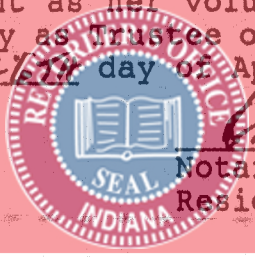
MAY Muesome Monk
Notary Public
Residing in COOK County

My Commission Expires: 4/8/98



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State personally appeared JANETTE R. FEDDELER a/k/a JANETTE R. MEZYDLO who acknowledged the execution of the foregoing Storm Water Drainage Easement Agreement as her voluntary act and deed and in furtherance of her capacity as Trustee of the Elmer Feddeler Trust Dated May 2, 1981, this 2ND day of April, 1995.



Edward R. P'Her
Notary Public
Residing in LAKE County

My Commission Expires: 12-28-96

EXHIBIT A

DOMINANT TRACT

That part of the North half of Section 10, Township 33 North, Range 9 West of the 2nd P.M. described as follows:

Beginning at the monument at the Northwest corner of said Section 10, and running thence South 89 degrees 54' 19" East along the North line thereof, 1968.68 feet; thence South 1326.59 feet to a point on the South line of the North Half of the NW 1/4 of said Section 10; thence West along said South line 1939.70 feet to the West line of said Section 10; thence North 1 degree 13' 00" West along said West line 1329.74 feet to the point of beginning, in Lake County, Indiana.

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EXHIBIT B

SERVIENT TRACT

Commencing at the Southwest corner of Section 3, Township 33 North, Range 9 West of the 2nd P.M.; thence South 89 degrees 54' 41" East along the South line of said Section 3 a distance of 918.89 feet to the point of beginning of an easement lying 5 feet Westerly and 15 feet Easterly of the following described line; thence North 13 degrees 31' 34" East 1352.01 feet more or less to an existing 36" CMP culvert under 155th Avenue in Lake County, Indiana.



Personal Guaranty and Undertaking

The undersigned, jointly and severally hereby personally guarantee and undertake to perform all duties and to assume all responsibilities attributed to the Grantee under the foregoing Storm Water Drainage Easement Agreement.

The consideration for their said personal guarantee and undertaking is to induce the Grantor thereunder, Walter A. Mander, to enter into and execute said agreement.

The undersigned further waive all rights and requirements of presentment or notice of and to Grantee.

Executed this 26~~th~~ day of April, 1995.

Janette R. Mezylla
 Janette R. Mezylla

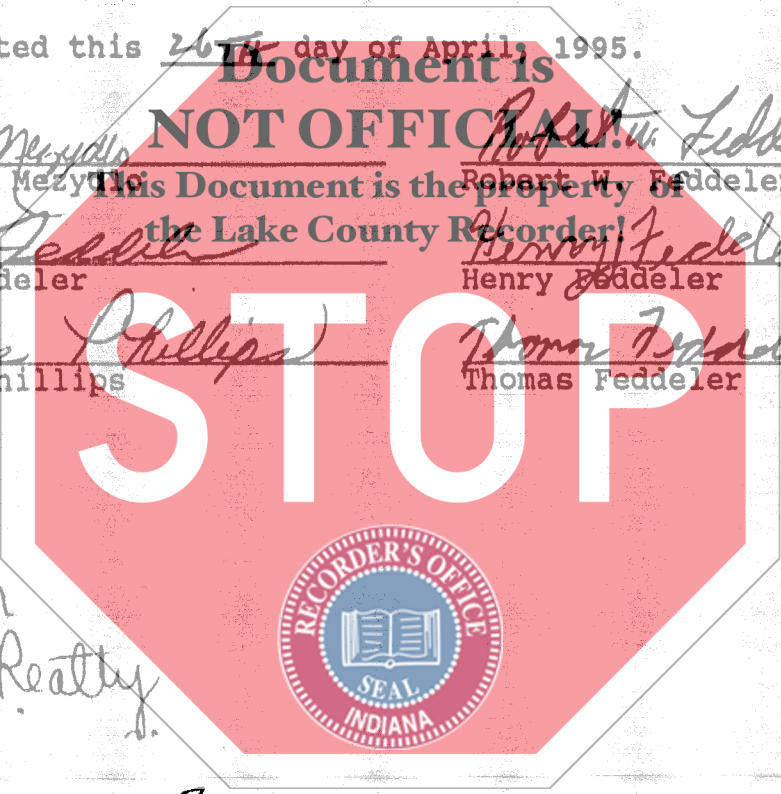
Edward Feddeler
 Edward Feddeler

Marjorie Phillips
 Marjorie Phillips

Robert W. Feddeler
 Robert W. Feddeler

Henry Feddeler
 Henry Feddeler

Thomas Feddeler
 Thomas Feddeler



Stephen Sakan
All Seasons Realty
P.O. Box 3
Crown Point 46307
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