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CROSS REFERENCE TO MOST RECENT DEED
OF RECORD:

GRANTEE: MID-AMERICA REFORMED SEMINARY

DATE OF DEED: DECEMBER 15, 1993

DATE DEED RECORDED: JANUARY 3, 1994

DOCUMENT NO.: 94000597

RETURN TO: GLENN R. PATTERSON, ESQ.
RECORDING, CRIST, PATTERSON
& AUSTGEN
9245 CALUMET AVE., SUITE 200
MUNSTER, INDIANA 46321

FILED

NOV 20 1995

TEMPORARY DRAINAGE EASEMENT **SAM ORLICH**
(MID-AMERICA REFORMED SEMINARY) AUDITOR LAKE COUNTY

WITNESSETH THIS INDENTURE made this day by **MID-AMERICA REFORMED SEMINARY ASSOCIATION, INC.**, an Iowa nonprofit corporation authorized to do business in Indiana (the "Grantor").

NOT OFFICIAL!

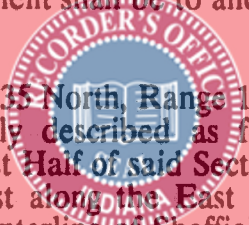
1. **GRANT OF NON-EXCLUSIVE TEMPORARY EASEMENT.** For and in consideration of the premises, and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby grant, convey and dedicate to the Town of Dyer, Indiana, and to the owners of the Dominant Estate (as defined below), a non-exclusive temporary easement for storm water drainage, over and upon the following described real estate:

The land occupied by the storm water detention facilities which is a part of Lot 1, Mid-America Reformed Campus, an Addition to the Town of Dyer, as shown in Office of the Recorder of Lake County, Indiana, and adjacent land as is necessary for the installation of temporary storm water drainage facilities.

part of Key #14-251-1

(the "Servient Estate"), which easement shall be to and for the benefit of the owners of the following described real estate:

Part of Section 1, Township 35 North, Range 10 West of the Second Principal Meridian, more particularly described as follows: Commencing at the Southeast corner of the West Half of said Section 1; thence North 00 degrees 04 minutes 20 seconds West along the East line of the West Half of said Section 1, also being the centerline of Sheffield Avenue (formerly Columbia Avenue and State Route 141), a distance of 2008.00 feet to the Northeast corner of the Corrected Plat of Heritage Estates, Unit Six, to the Town of Dyer, as recorded in Plat Book 43, page 146 in the Recorder's Office of Lake County, Indiana; thence North 89 degrees 13 minutes 13 seconds West along the extended North line of said Heritage Estates, Unit Six, a distance of 645.19 feet to the place of beginning; thence continuing North 89 degrees 13 minutes 13 seconds West along the last described line, a distance of 334.73 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 453.24 feet; thence North 17 degrees 21 minutes 10 seconds East, a distance of 679.10 feet; thence South 72 degrees 38 minutes 50 seconds East, a distance of 69.04 feet; thence North 17 degrees 21 minutes 10 seconds East, a distance of 220.18 feet; thence South 72 degrees 38 minutes 50 seconds East, a distance of 122.08 feet to a point on a curve; thence Southerly along a curve concave to the West and



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having a radius of 530.00 feet, an arc distance of 61.58 feet, the chord of which bears South 05 degrees 20 minutes 40 seconds West, a chord distance of 61.54 feet; thence South 81 degrees 19 minutes 38 seconds East, a distance of 137.63 feet to a point which lies on the West line of Mid America Reformed Campus, an Addition to the Town of Dyer, as recorded in Plat Book 77, page 54; thence South 00 degrees 00 minutes 00 seconds East along said West line of the Mid America Reformed Campus, a distance of 147.47 feet; thence North 72 degrees 38 minutes 50 seconds West, a distance of 23.97 feet; thence South 17 degrees 21 minutes 10 seconds West, a distance of 749.00 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 321.88 feet to the place of beginning, containing 10.01 acres, more or less, all in the Town of Dyer, Lake County, Indiana.

(herein the "Dominant Estate").

2. EASEMENT TERMS AND LIMITATIONS -- AUTOMATIC TERMINATION. The easement granted herein is temporary, and shall automatically terminate upon the date of recording in the Lake County Recorder's Office, of a notice by the owner of the Servient Estate, that the Town of Dyer, Indiana, has approved an alternative storm water drainage system for the Dominant Estate. Said notice shall have attached thereto, a certified copy of the minutes of the Town of Munster Plan Commission meeting at which said approval was granted. Grantor hereby reserves the right to use the Servient Estate for any purpose that will not interfere in any manner with the storm water drainage facilities existing or to be constructed thereon for the benefit of the Dominant Estate with the approval of the Town of Dyer, Indiana.

3. EASEMENT APPURTENANT. The easement is appurtenant to, and shall run with the land, and shall be for the use and benefit of the Dominant Estate and the owner thereof, and is appurtenant to, and shall run with the land, and shall burden and encumber the Servient Estate and the use and enjoyment thereof by the owner thereof, until such time that the easement is terminated in accordance with the provisions of Paragraph 2.

4. MAINTENANCE, REPAIR AND REPLACEMENT OF DRAINAGE FACILITIES. Grantor, and its successors and assigns as owner of the Servient Estate, shall be solely and exclusively responsible for the maintenance, repair and replacement of the drainage facilities existing or to be constructed upon the Servient Estate with the approval of the Town of Dyer, Indiana, and the cost and expense thereof.

5. ENFORCEMENT OF MAINTENANCE, REPAIR AND REPLACEMENT OBLIGATION. In the event that the drainage facilities constructed upon the Servient Estate shall be in need of maintenance, repair or replacement, the Town of Dyer, Indiana, shall give notice thereof to the record title owner of the Servient Estate, which notice shall set forth a reasonable time limit within which the maintenance, repair and replacement must be completed. In the event that the maintenance, repair and replacement is not completed within the time limit set forth in the notice, the Town of Dyer, Indiana, shall have the right, but not the obligation, to undertake any and all of such maintenance, repair and replacement, and to charge the costs and expenses thereof to the owner of the Servient Estate, which costs and expenses shall include court costs and reasonable attorneys' fees in the event that legal action is required to enforce the collection thereof. Grantor does hereby grant to the Town of Dyer, Indiana, a right of entry upon the Servient Estate and

such adjoining property of the owner thereof as is reasonably necessary for the purposes set forth in this Paragraph. The rights granted in this Paragraph shall terminate at such time that the easement is terminated in accordance with the provisions of Paragraph 2.

GRANTOR:

MID-AMERICA REFORMED SEMINARY
ASSOCIATION, INC.

By: John R. Sittema

Printed Name: JOHN R. SITTEMA

BOARD PRESIDENT

STATE OF INDIANA
COUNTY OF LAKE

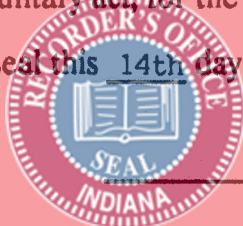
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This Document is the property of
the Lake County Recorder!

ACKNOWLEDGMENT

I, BARTEL ZANDSTRA, a Notary Public in and for said county in the State aforesaid, do hereby certify that JOHN R. SITTEMA, the BOARD PRESIDENT of MID-AMERICA REFORMED SEMINARY ASSOCIATION, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such JOHN R. SITTEMA, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 14th day of November, 1995.



Bartel Zandstra
Notary Public

Printed Name: Bartel Zandstra

My Commission Expires:

April 18, 1996

County of Residence:

Lake

This Instrument prepared by Glenn R. Patterson, Esq., Singleton, Crist, Patterson & Austgen, Suite 200, 9245 Calumet Avenue, Munster, Indiana 46321

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