

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

99084133

99 OCT 12 PM 1:18

FILED

MORRIS W. CARTER
RECORDER

OCT 12 1999

PETER BENJAMIN
LAKE COUNTY AUDITOR

CROSS REFERENCE TO MOST RECENT DEED
OF RECORD:

→ RETURN TO: GLENN R. PATTERSON, ESQ.
ANDERSON & TAUBER, P.C.
9211 BROADWAY
MERRILLVILLE, IN 46410

GRANTEE: LAKE COUNTY TRUST COMPANY TRUST NO. 2557
DATE OF DEED: AUGUST 26, 1999
DATE DEED RECORDED: AUGUST 31, 1999
DOCUMENT NO.: 99072181

STORM WATER DRAINAGE AND DETENTION EASEMENT

This Document is the property of

WITNESSETH THIS INDENTURE made this day by LAKE COUNTY TRUST COMPANY
AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 8, 1977, AND KNOWN AS TRUST NO.
2557 (the "Grantor").

1. **GRANT OF 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 LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 11, 1992, AND KNOWN AS TRUST NO. 4273 (the "Grantee"), as the owner of the Dominant Estate (as defined below), and does hereby grant to the following persons and entities, to-wit: Land Development Services, LLC; the City of Crown Point, Indiana; the Board of Commissioners, County of Lake, Indiana; the Lake County, Indiana, Drainage Board; the Lake County, Indiana, Surveyor, and their respective agents, successors and assigns (the "Additional Grantees"), a perpetual non-exclusive easement for the construction, installation, maintenance, repair and replacement of storm water drainage, detention, retention and flood control and storm water management improvements and facilities, on, in, over and upon the West 200 feet by parallel lines of the following described real estate:

Part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 34 North, Range 8 West of the Second Principal Meridian, in Center Township, Lake County, Indiana, more particularly described as follows: (Bearings in this description are based on a line connecting the Monuments at the Northwest and Northeast corners of Section 11 being North 89 degrees 58 minutes 25 seconds East) Beginning at a PK nail at a point on the North line of said Northeast Quarter of the Northeast Quarter of Section 11 and 165 feet East of the Northwest Corner thereof (said point being South 89 degrees 58 minutes 25 seconds West, 1155.95 feet from a monument at the Northeast Corner of said Section 11); thence North 89 degrees 58 minutes 25 seconds East, 520.00 along said North line; thence South 00 degrees 06 minutes 15 seconds West, 136.18 feet parallel to the West Line of said Northeast Quarter of the Northeast Quarter of Section 11; thence South 89 degrees 58 minutes 25 seconds West, 35.00 feet parallel to said North line; thence South 00 degrees 06 minutes 15 seconds West, 149.82 feet parallel to said West line; thence South 89 degrees 58 minutes 25 seconds West, 485.00 feet parallel to said North line; thence North 00 degrees 06 minutes 15 seconds East, 286.00 feet parallel to said West line to the point of beginning.

000784

CS
1700-
AS

25x

(herein the "Servient Estate"), including the right of ingress and egress to and from the Servient Estate over adjoining lands of Grantor, which easement shall be to and for the use and benefit of the public, and of the Grantee and all future owners of the following described real estate:

Part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 34 North, Range 8 West of the Second Principal Meridian, in Center Township, Lake County, Indiana, more particularly described as follows: (Bearings in this description are based on a line connecting the monuments at the Northwest and Northeast corners of Section 11 being North 89 degrees 58 minutes 25 seconds East) Commencing at a PK nail at a point on the North line of said Northeast Quarter of the Northeast Quarter of Section 11 and 165 feet East of the Northwest corner thereof (said point being South 89 degrees 58 minutes 25 seconds West, 1155.95 feet from a monument at the Northeast corner of said Section 11); thence North 89 degrees 58 minutes 25 seconds East, 520.00 along said North line to the point of beginning; thence continuing North 89 degrees 58 minutes 25 seconds East, 227.41 along said North line to a PK nail at the Northwest corner of High Point Estates, recorded in Plat Book 49, page 131, in the office of the Recorder of Lake County, Indiana; thence South 00 degrees 05 minutes 31 seconds West, 286.00 feet along the West line thereof (also the West line of the East 408.54 feet of said Northeast Quarter of the Northeast Quarter of Section 11); thence South 89 degrees 58 minutes 25 seconds West, 262.47 feet parallel to said North line of the Northeast Quarter of the Northeast Quarter of Section 11; thence North 00 degrees 06 minutes 15 seconds East, 149.82 feet parallel to the West line of said Northeast Quarter of the Northeast Quarter of Section 11; thence North 89 degrees 58 minutes 25 seconds East, 35.00 feet parallel to said North line; thence North 00 degrees 06 minutes 15 seconds East, 136.18 feet parallel to said West line to the point of beginning.

AND

Part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 34 North, Range 8 West of the Second Principal Meridian, in Center Township, Lake County, Indiana, more particularly described as follows: (Bearings in this description are based on a line connecting the monuments at the Northwest and Northeast corners of Section 11 being North 89 degrees 58 minutes 25 seconds East) Commencing at a PK nail at a point on the North line of said Northeast Quarter of the Northeast Quarter of Section 11 and 165 feet East of the Northwest corner thereof (said point being South 89 degrees 58 minutes 25 seconds West, 1155.95 feet from a monument at the Northeast corner of said Section 11); thence South 00 degrees 06 minutes 15 seconds West, 286.00 feet parallel to the West line of said Northeast Quarter of the Northeast Quarter of Section 11 to the point of beginning; thence North 89 degrees 58 minutes 25 seconds East, 747.47 feet parallel to said North line to a point on the west line of High Point Estates, recorded in Plat Book 49, page 131, in the Office of the Recorder of Lake County, Indiana; thence South 00 degrees 05 minutes 31 seconds West, 1040.46 feet along said West line (also the West line of the East 408.54 feet of said Northeast Quarter of the Northeast Quarter of Section 11) to the Southwest corner of said High Point Estates; thence North 89 degrees 59 minutes 46 seconds West, 912.69 feet along the South line of said Northeast Quarter of the Northeast Quarter of Section 11 to a 5/8-inch rebar with Gregory Cap at the Southwest corner thereof; thence North 00 degrees 06 minutes 15 seconds East, 995.98 feet along the West line of said Northeast Quarter of the Northeast Quarter of Section 11 to a 5/8-inch rebar with Gregory Cap; thence North 89 degrees 58 minutes 25 seconds East, 165.00 feet parallel to said North line of the Northeast

Quarter of the Northeast Quarter of Section 11 to a 5/8-inch rebar with Gregory Cap; thence North 00 degrees 06 minutes 15 seconds East, 44.00 feet parallel to said West line to the point of beginning.

(herein the "Dominant Estate").

2. **EASEMENT TERMS.** The easement is perpetual and non-exclusive, for the use and benefit of the Additional Grantees and the public, and is appurtenant to, and shall run with the land, and shall be for the use and benefit of the Grantee as the current owner of the Dominant Estate, and all successive future owners thereof, and is appurtenant to, and shall run with the land, and shall burden and encumber the Servient Estate and the use and enjoyment of the Servient Estate by the Grantee and all future owners thereof. Grantor reserves the right to use the Servient Estate for other purposes and/or to grant additional easements over the same property to other public utilities or private parties, provided said purposes or grants do not unreasonably interfere with the rights herein granted to Grantee.

3. **TRUSTEE CAPACITY.** It is expressly understood and agreed that this instrument is executed by Lake County Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that Lake County Trust Company, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or sale or any mortgage or any disposition thereof. Nothing in this instrument contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and, in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the premises herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the premises, except as represented to it by the beneficiary or beneficiaries of said Trust.

Nothing contained herein shall be construed as creating any liability on Lake County Trust Company, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. Lake County Trust Company, personally, is not a "Transferor" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

4. **EFFECTIVE DATE.** This easement shall be effective and enforceable in accordance with its terms, only on and after the date of recording hereof in the Office of the Recorder of Lake County, Indiana.

IN WITNESS WHEREOF, Grantor has executed this instrument this 8th day of October, 1999.

GRANTOR:

LAKE COUNTY TRUST COMPANY NOT PERSONALLY BUT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JULY 8, 1977, AND KNOWN AS TRUST NO. 2557

By: *Elaine M. Sievers*

Printed Name: Elaine M. Sievers

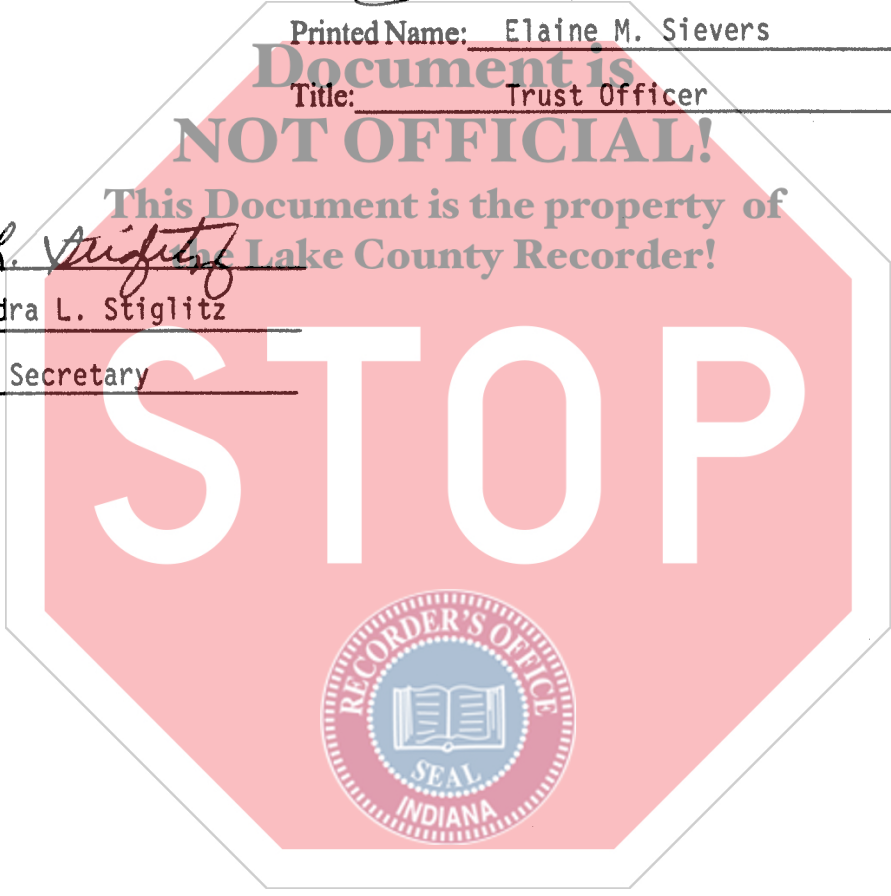
Title: Trust Officer

ATTEST:

By: *Sandra L. Stiglitz*

Printed Name: Sandra L. Stiglitz

Title: Assistant Secretary



STATE OF INDIANA)
COUNTY OF LAKE) SS:

ACKNOWLEDGMENT

I, Tammy J. Forbes, a Notary Public in and for said county in the State
aforesaid, do hereby certify that Elaine M. Sievers and
Sandra L. Stiglitz of the LAKE COUNTY TRUST COMPANY,
personally known to me to be the same persons whose names are subscribed to the foregoing
instrument as such Trust Officer and Assistant Secretary, appeared before
me this day in person and acknowledged that they signed and delivered the said instrument as their
own free and voluntary act, and as a free and voluntary act of the Lake County Trust Company, as
Trustee, for the uses and purposes therein set forth.

Given under my hand and seal this 8 th day of October, 1999.


Notary Public

Printed Name: Tammy J. Forbes

My Commission Expires:

12-28-2006

County of Residence:

Lake



This Instrument prepared by Glenn R. Patterson, Esq., Anderson & Tauber, P.C., 9211 Broadway,
Merrillville, Indiana 46410

grp\aw\simstad\miller\trust 2557 easement-1