

2

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2004 041193

2004 MAY 19 AM 9:30

DEED OF EASEMENT

MORRIS W. GRIFFIN
RECORDER

THIS INDENTURE, made this 9th day of April 2004, by and between **FOUR SEASONS LAKESIDE CONDOMINIUMS, INC.**, an Indiana corporation, hereinafter referred to as the "Grantor," and **LAKES OF THE FOUR SEASONS PROPERTY OWNERS ASSOCIATION, INC.**, an Indiana corporation, hereinafter referred to as the "Grantee".

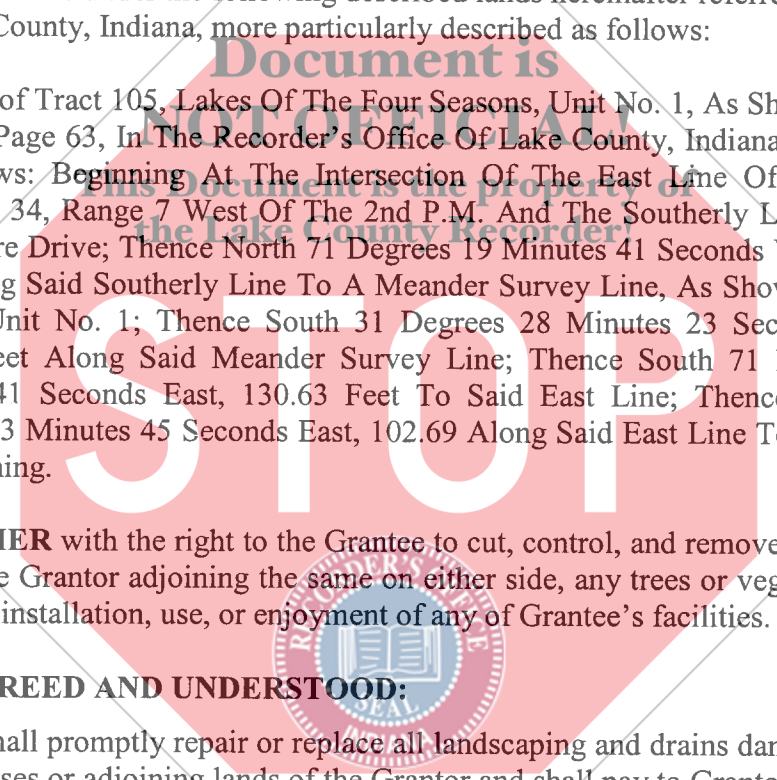
WITNESSETH: That for and in consideration of One Dollar and other good and valuable consideration m hand paid, the receipt of which is hereby acknowledged by Grantor, Grantor hereby conveys and warrants to Grantee a permit, right-of-way and easement to locate, construct, operate, use, repair, maintain and inspect at any time, underground water lines, for pumping, conveying and transmitting water for the purpose of watering the Lakes of the Four Seasons Golf Course. Said easement shall consist of an easement for construction of an underground water line under the following described lands hereinafter referred to as "premises," situated in Lake County, Indiana, more particularly described as follows:

That Part of Tract 105, Lakes Of The Four Seasons, Unit No. 1, As Shown In Plat Book 37 Page 63, In The Recorder's Office Of Lake County, Indiana, Described As Follows: Beginning At The Intersection Of The East Line Of Section 9, Township 34, Range 7 West Of The 2nd P.M. And The Southerly Line Of East Lake Shore Drive; Thence North 71 Degrees 19 Minutes 41 Seconds West, 76.27 Feet Along Said Southerly Line To A Meander Survey Line, As Shown On Said Plat Of Unit No. 1; Thence South 31 Degrees 28 Minutes 23 Seconds West, 100.00 Feet Along Said Meander Survey Line; Thence South 71 Degrees 19 Minutes 41 Seconds East, 130.63 Feet To Said East Line; Thence North 00 Degrees 23 Minutes 45 Seconds East, 102.69 Along Said East Line To The Point Of Beginning.

TOGETHER with the right to the Grantee to cut, control, and remove from the premises or the lands of the Grantor adjoining the same on either side, any trees or vegetation which may interfere with the installation, use, or enjoyment of any of Grantee's facilities.

IT IS AGREED AND UNDERSTOOD:

1. Grantee shall promptly repair or replace all landscaping and drains damaged or destroyed by it on the premises or adjoining lands of the Grantor and shall pay to Grantor all damages done to shrubbery and lawns on the premises or on the adjoining lands of the Grantor proximately caused by the construction, operation and maintenance of Grantee's facilities, Grantee shall restore the soil and landscaping on the premises and all, the adjoining lands of the Grantor to a neat and level condition following any entrance by Grantee into said premises or lands and reseed to the premises' original condition, or shall pay Grantor for the reasonable cost of having said premises or lands restored to said condition. All claims or damages arising under this indenture shall be made within sixty (60) days after such damage shall accrue.
2. Grantor shall have the right to cultivate or otherwise use the premises in any way not inconsistent with the permanent easement hereby granted, but no buildings, structures, or obstructions excepting ditches and drains shall be placed by the Grantor on the premises.
3. Should litigation arise over the terms and conditions of this casement or the enforcement of any rights or obligations thereunder, the prevailing party in such dispute will be entitled to recover reasonable attorney fees and costs.
4. This indenture contains all the terms and conditions of this easement, express or implied, between the parties hereto and shall be binding upon, and inure to the benefit of Grantor and Grantee and their respective representatives, heirs, successors, assigns, lessees and licensees.



MAY 14 2004
STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

001142

7413
1700
BB

IN WITNESS WHEREOF the said Grantor has hereunto set his/her/their hand(s) and seal the day and year first above written.

Four Seasons Lakeside Condominiums, Inc.,
An Indiana Corporation

By: Sandra McMullen
Sandra McMullen, President

Attest: Robert R. West
Robert West, Secretary

STATE OF INDIANA, COUNTY OF LAKE, SS;

Before me, the undersigned Notary Public in and for said County and State, this 9th day of April 2004, personally appeared Four Seasons Lakeside Condominiums, Inc., an Indiana Corporation, by Sandra McMullen, President and Robert West, Secretary and acknowledged the execution of the within instrument.

Robert E. Stochel
Notary Public - Robert E. Stochel

My Commission Expires: 01/22/08
Resident County: Lake

IN WITNESS WHEREOF the said Grantee has hereunto set his/her/their hand(s) and seal the day and year first above written.

Lakes of the Four Seasons Property Owners
Association, Inc., An Indiana Corporation

By: Keith Batton
Its: President

Attest: Lori Rogers
Its: Secretary



STATE OF INDIANA, COUNTY OF LAKE, SS;

Before me, the undersigned Notary Public in and for said County and State, this 27 day of April 2004, personally appeared Lakes of the Four Seasons Property Owners Association, Inc., an Indiana Corporation, by Keith Batton, President and Lori Rogers, Secretary and acknowledged the execution of the within instrument.

Theodore A. Fitzgerald
Notary Public Theodore A. Fitzgerald

My Commission Expires: 4/3/2009
Resident County: Porter

This Instrument Prepared by: THEODORE A. FITZGERALD

→ Attorney No. 6903-64
Hebron, Indiana 46341

P.O. BOX 98