

FILED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

10/20/04
TAXATION SUBJECT TO
ALICE FOR TRANSFER

2004 099693

2004 NOV 24 2 11 PM '04

MORRIS W. BEECHER
RECORDER

2491 LK04

DRAINAGE AND RETENTION EASEMENT

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

This Drainage and Retention Easement ("Easement") is made as of ~~October 18~~ ^{November 8th} 2004, by PEOPLE'S BANK, as Trustee of Trust Number 10331, by and through its beneficiary and power of direction holder ("Grantor"), to and for the benefit of CCE INVESTMENTS LLC, an Indiana limited liability company ("Grantee").

2004 NOV 24 2 11 PM '04
099693

Grantor states as follows:

A. Grantor owns certain real estate situated in Schererville, Lake County, Indiana, as described on Exhibit A, which is attached hereto and made a part hereof (the "Grantor Parcel").

B. Grantee owns certain real estate situated in Schererville, Lake County, Indiana, as described on Exhibit B, which is attached hereto and made a part hereof (the "Dominant Estate").

C. Grantor wishes to grant to Grantee a drainage easement, to run with and for the benefit of the Dominant Estate, over and across certain portions of the Grantor Parcel, as described on Exhibit C, which is attached hereto and made a part hereof (the "Drainage Parcel") under the terms and conditions provided herein.

D. Grantor further wishes to grant to Grantee a retention easement, to run with and for the benefit of the Dominant Estate, over and across certain portions of the Grantor Parcel, as described on Exhibit D, which is attached hereto and made a part hereof (the "Retention Parcel") under the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the payment of one dollar and other good and valuable consideration by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants as follows:

Section 1. Grants of Easement Rights.

01693

(a) **Drainage.** Grantor hereby grants to Grantee, for the benefit of and to run with the Dominant Estate for the benefit of Grantee and its successors in

This document is being re-recorded to correct the subdivision name and Plat Book and page numbers in the legal descriptions.

FILED

NOV 24 2004

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

32.00
32 MT
001325 DG
MT

title to the Dominant Estate, a perpetual non-exclusive easement for flow and drainage (but not retention or detention) of surface waters, storm waters, and melted snow and ice from the Dominant Estate to the Retention Parcel upon, over and across the Drainage Parcel.

(b) **Retention and Detention.** Grantor hereby grants to Grantee, for the benefit of and to run with the Dominant Estate for the benefit of Grantee and its successors in title to the Dominant Estate, a perpetual non-exclusive easement for retention and/or detention of surface waters, storm waters, and melted snow and ice upon, over and across the Retention Parcel.

Section 2. Grant of Easement for Maintenance, Repair and Installation. In addition to the grant provided in Section 1 hereof, Grantor hereby grants to Grantee, for the benefit of and to run with the Dominant Estate, perpetual non-exclusive easements:

(a) over and across the Drainage Parcel for the purpose of installing, constructing, operating, maintaining, repairing, replacing and removing one or more storm sewers, drainage ditches, drainage pipes or tiles, or other drainage facilities of any sort (other than retention and/or detention areas), and

(b) over and across the Retention Parcel for the purpose of installing, constructing, operating, maintaining, repairing, replacing and removing one or more retention and/or detention areas, for the purposes provided in Subsection 1(b) hereof.

Such rights will be subject to the following limitations:

(x) If and to the extent that any improvements relating to retention, detention, and/or drainage are situated on the easement areas granted pursuant to this Section 2, Grantee and its successors will not cause any damage to any such improvements and will be fully responsible and liable for any damages so caused.

(y) Prior to any entries on the Grantor Parcel pursuant to the rights provided in this Section 2, Grantee (or its successor or successors) will make reasonable efforts to provide prior written notice of such proposed entry to the owner of the Grantor Parcel.

(z) Grantee (and its successors) will not take any action which could result in the imposition of a mechanic's lien or other lien with respect to any portion of the Grantor Parcel.

Section 3. Dedication of Drainage Area. The owner of the Grantor Parcel may, from time to time, use reasonable efforts to induce the applicable governmental authority to accept a dedication of all or any portion of the Drainage Parcel and/or the Retention Parcel as and for drainage facilities for the Dominant Estate and/or other lands, and to assume the responsibility for maintenance thereof. If such body accepts such dedication, then the easements granted hereunder with respect to such dedicated portion will cease as of the date of such dedication, provided that the Dominant Estate continues to have substantially equivalent drainage facilities available at all times.

Section 4. Costs of Installation, Maintenance and Repairs. If Grantee or Grantor, or any successor thereof, has undertaken or undertakes the initial construction and installation of storm sewers, drainage ditches, drainage pipes or tiles, retention areas, and/or detention areas on the Drainage Parcel and/or the Retention Parcel (as appropriate), the party performing such work will be solely responsible for and will fully and timely pay all costs with respect to such construction and installation, and the other party will have no responsibility therefor. The foregoing will be subject to, and will not limit, the provisions of any and all applicable agreements and grants of record with respect to the Drainage Parcel and/or the Retention Parcel.

Section 5. Interference with Operations. All entries onto the Drainage Parcel and/or the Retention Parcel pursuant to Section 2 hereof will be conducted in a manner so as to permit, and not substantially interfere or unreasonably conflict with, all operations on the Grantor Parcel. Grantee acknowledges and agrees that the Retention Parcel serves the Grantor Parcel, and agrees that all uses of the Drainage Parcel and the Retention Parcel will be conducted, at all times, in a manner which does not substantially interfere with any uses thereof.

Section 6. Governing Law, Integration, Venue and Attorneys Fees. The interpretation, enforcement, construction and application of any of the provisions of this Easement will be pursuant to the laws of the State of Indiana. The prevailing party in any litigation concerning this Easement will be entitled to recover both its litigated and non-litigated attorneys fees, costs and expenses from the other party. The parties affirm that this written Easement is the sole agreement between them relating to Easement rights of over the Grantor Parcel, except as otherwise specifically agreed in writing between them.

Section 7. Limitation on Grants. Notwithstanding any other provisions hereof, the rights granted to Grantee herein will not exceed the existing rights that Grantor enjoys on the execution date of this Easement.

EXHIBIT A

Legal Description of Grantor Parcel

*
/ Lot 7 in the Resubdivision of Lots 6 and 7 of Fountain Park an Addition to the Town of Schererville, as per plat thereof recorded in Plat Book 93, page 80, in the Office of the Recorder of Lake County, Indiana, excluding therefrom the following parcel:

A part of Lot 7 in the Resubdivision of Lots 6 and 7 of Fountain Park an Addition to the Town of Schererville, as per plat thereof recorded in Plat Book 93, page 80, in the Office of the Recorder of Lake County, Indiana being bounded as follows:

BEGINNING at the southwestern corner of said Lot 7; thence North 00 degrees 29 minutes 02 seconds East (the bearing system of the plat is assumed) 150.00 feet along the western boundary of said Lot 7; thence South 89 degrees 30 minutes 58 seconds East 230.00 feet perpendicular to the western boundary of said Lot 7; thence South 00 degrees 29 minutes 02 seconds West 147.56 feet parallel with the western boundary of said Lot 7 to the southern boundary of said Lot 7 and the northern right-of-way line of Caroline Avenue, said point being on a non-tangent curve concave to the north and being South 07 degrees 22 minutes 12 seconds East 367.00 feet from the radius point of said curve; thence westerly 50.31 feet along the northern right-of-way line of said Caroline Avenue and along said curve to a point being South 00 degrees 29 minutes 02 seconds West 367.00 feet from the radius point of said curve; thence North 88 degrees 38 minutes 07 seconds West 65.05 feet along the northern right-of-way line of said Caroline Avenue; thence North 89 degrees 30 minutes 58 seconds West 114.81 feet along the Northern right-of-way line of said Caroline Avenue to the POINT OF BEGINNING containing 0.792 acres, more or less.

* in Fountain Park, an Addition to the Town of Schererville, as per plat thereof recorded in Plat Book 90, page 35, except that portion of said Lot 7 platted

EXHIBIT B

Legal Description of Dominant Estate

A part of Lot 7 in the ~~Resubdivision of Lots 6 and 7 of~~ Fountain Park an Addition to the Town of Schererville, as per plat thereof recorded in Plat Book 90, page 35, in the Office of the Recorder of Lake County, Indiana being bounded as follows:

BEGINNING at the southwestern corner of said Lot 7; thence North 00 degrees 29 minutes 02 seconds East (the bearing system of the plat is assumed) 150.00 feet along the western boundary of said Lot 7; thence South 89 degrees 30 minutes 58 seconds East 230.00 feet perpendicular to the western boundary of said Lot 7; thence South 00 degrees 29 minutes 02 seconds West 147.56 feet parallel with the western boundary of said Lot 7 to the southern boundary of said Lot 7 and the northern right-of-way line of Caroline Avenue, said point being on a non-tangent curve concave to the north and being South 07 degrees 22 minutes 12 seconds East 367.00 feet from the radius point of said curve; thence westerly 50.31 feet along the northern right-of-way line of said Caroline Avenue and along said curve to a point being South 00 degrees 29 minutes 02 seconds West 367.00 feet from the radius point of said curve; thence North 88 degrees 38 minutes 07 seconds West 65.05 feet along the northern right-of-way line of said Caroline Avenue; thence North 89 degrees 30 minutes 58 seconds West 114.81 feet along the Northern right-of-way line of said Caroline Avenue to the POINT OF BEGINNING containing 0.792 acres, more or less.



EXHIBIT C

Legal Description of Drainage Parcel

A part of Lot 7 in ~~The Resubdivision of Lots 6 and 7 of~~ Fountain Park, an Addition to the Town of Schererville, as per plat thereof recorded as Plat Book 90, page 35 in the Office of the Recorder of Lake County, Indiana being bounded as follows:

Commencing at the southwestern corner of Lot 7 in The Resubdivision of Lots 6 and 7 of Fountain Park, an Addition to the Town of Schererville, as per plat thereof recorded as Plat Book 93, page 80 in the Office of the Recorder of Lake County, Indiana; thence North 00 degrees 29 minutes 02 seconds East (the bearing system of the plat is assumed) 150.00 feet along the western boundary of said Lot 7; thence South 89 degrees 30 minutes 58 seconds East 180.50 feet perpendicular to the western boundary of said Lot 7 to the **POINT OF BEGINNING** of this description; thence South 89 degrees 30 minutes 58 seconds East 15.00 feet perpendicular to the western boundary of said Lot 7; thence North 00 degrees 29 minutes 02 seconds East 24.59 feet parallel with the western boundary of said Lot 7 to the southern boundary of the Pond Easement, as described below, said point being on a non-tangent curve concave to the north and being South 13 degrees 57 minutes 28 seconds East 566.36 feet from the radius point of said curve; thence westerly 15.44 feet along said Pond Easement and along said curve to a point being North 00 degrees 29 minutes 02 seconds East (parallel with the western boundary of said Lot 7) of the point of beginning, said point being South 12 degrees 23 minutes 46 seconds East 566.36 feet from the radius point of said curve; thence South 00 degrees 29 minutes 02 seconds West 20.94 feet parallel with the western boundary of said Lot 7 to the **POINT OF BEGINNING**, containing 0.008 acres, more or less.

Pond Easement (the following is not a part of the foregoing described parcel but is included for purposes of identifying a portion of the boundary thereof): A portion of Lot 7 in Fountain Park Subdivision, an Addition to the Town of Schererville, as per plat thereof recorded as Plat Book 90, page 35 in the Office of the Recorder of Lake County, Indiana being bounded as follows:

Commencing at the northeastern corner of said Lot 7; thence South 00 degrees 16 minutes 21 seconds West (the bearing system of the plat is assumed) 258.00 feet along the eastern boundary of said Lot 7; thence North 89 degrees 39 minutes 29 seconds West 193.22 feet parallel with the northern boundary of said Lot 7 to the **POINT OF BEGINNING** of this description; thence South 01 degree 01 minute 03 seconds West 161.85 feet to the point of curvature of a curve to the right (said curve hereinafter referred to as "Curve #1"), said point of curvature

being South 88 degrees 58 minutes 57 seconds East 90.00 feet from the radius point of Curve #1; thence southerly and southwesterly 98.41 feet along Curve #1 to a point of compound curvature, said point of compound curvature being South 26 degrees 20 minutes 08 seconds East 90.00 feet from the radius point of Curve #1 and being South 26 degrees 20 minutes 08 seconds East 566.36 feet from the radius point of a curve hereinafter referred to as "Curve #2"; thence southwesterly and westerly 241.10 feet along Curve #2 to a point of compound curvature, said point of compound curvature being South 01 degree 56 minutes 41 seconds East 566.36 feet from the radius point of Curve #2 and being South 01 degree 56 minutes 41 seconds East 42.44 from the radius point of a curve hereinafter referred to as "Curve #3"; thence westerly, northwesterly and northerly 72.81 feet along Curve #3 to its point of tangency, said point of tangency being North 83 degrees 39 minutes 30 seconds West 42.44 feet from the radius point of Curve #3; thence North 06 degrees 20 minutes 30 seconds East 81.65 feet to the point of curvature of a curve to the right (said curve hereinafter referred to as "Curve #4"), said point of curvature being North 83 degrees 39 minutes 30 seconds West 105.40 feet from the radius point of Curve #4; thence northerly and northeasterly 70.63 feet along Curve #4 to a point of reverse curvature, said point of reverse curvature being North 45 degrees 15 minutes 52 seconds West 105.40 from the radius point of Curve #4 and being South 45 degrees 15 minutes 52 seconds East 78.15 feet from the radius point of a curve hereinafter referred to as "Curve #5"; thence northeasterly and northerly 61.52 feet along Curve #5 to its point of tangency, said point of tangency being North 89 degrees 37 minutes 53 seconds East 78.15 feet from the radius point of Curve #5; thence North 00 degrees 22 minutes 07 seconds West 244.53 feet to the point of curvature of a curve to the right, said point of curvature being South 89 degrees 37 minutes 53 seconds West 42.72 feet from the radius point of said curve; thence northerly, northeasterly and easterly 55.92 feet along said curve to its point of tangency, said point of tangency being North 15 degrees 22 minutes 00 seconds West 42.72 feet from the radius point of said curve; thence North 74 degrees 38 minutes 00 seconds East 28.75 feet to the point of curvature of curve to the right, said point of curvature being North 15 degrees 22 minutes 00 seconds West 312.88 feet from the radius point of said curve; thence easterly 112.82 feet along said curve to its point of tangency, said point of tangency being North 05 degrees 17 minutes 35 seconds East 312.88 feet from the radius point of said curve; thence South 84 degrees 42 minutes 25 seconds East 71.57 feet to the point of curvature of a curve to the right, said point of curvature being North 05 degrees 17 minutes 35 seconds East 33.27 feet from the radius point of said curve; thence easterly and southeasterly 26.54 feet along said curve to a point being South 00 degrees 16 minutes 21 seconds West (parallel with the eastern boundary of said Lot 7) of a point on the northern boundary of said Lot 7 that is North 89 degrees 39 minutes 29 seconds West 198.00 feet from the northeastern corner of said Lot 7, said point being North 51

degrees 00 minutes 24 seconds East 33.27 feet from the radius point of said curve; thence South 00 degrees 16 minutes 21 seconds West 231.61 feet parallel with the eastern boundary of said Lot 7 to a point being North 89 degrees 39 minutes 29 seconds West (parallel with the northern boundary of said Lot 7) of the point of beginning of this description; thence South 89 degrees 39 minutes 29 seconds East 4.78 feet parallel with the northern boundary of said Lot 7 to the **POINT OF BEGINNING** containing 3.326 acres, more or less.



EXHIBIT D

Legal Description of Retention Parcel

A portion of Lot 7 in Fountain Park Subdivision, an Addition to the Town of Schererville, as per plat thereof recorded as Plat Book 90, page 35 in the Office of the Recorder of Lake County, Indiana being bounded as follows:

Commencing at the northeastern corner of said Lot 7; thence South 00 degrees 16 minutes 21 seconds West (the bearing system of the plat is assumed) 258.00 feet along the eastern boundary of said Lot 7; thence North 89 degrees 39 minutes 29 seconds West 193.22 feet parallel with the northern boundary of said Lot 7 to the **POINT OF BEGINNING** of this description; thence South 01 degree 01 minute 03 seconds West 161.85 feet to the point of curvature of a curve to the right (said curve hereinafter referred to as "Curve #1"), said point of curvature being South 88 degrees 58 minutes 57 seconds East 90.00 feet from the radius point of Curve #1; thence southerly and southwesterly 98.41 feet along Curve #1 to a point of compound curvature, said point of compound curvature being South 26 degrees 20 minutes 08 seconds East 90.00 feet from the radius point of Curve #1 and being South 26 degrees 20 minutes 08 seconds East 566.36 feet from the radius point of a curve hereinafter referred to as "Curve #2"; thence southwesterly and westerly 241.10 feet along Curve #2 to a point of compound curvature, said point of compound curvature being South 01 degree 56 minutes 41 seconds East 566.36 feet from the radius point of Curve #2 and being South 01 degree 56 minutes 41 seconds East 42.44 feet from the radius point of a curve hereinafter referred to as "Curve #3"; thence westerly, northwesterly and northerly 72.81 feet along Curve #3 to its point of tangency, said point of tangency being North 83 degrees 39 minutes 30 seconds West 42.44 feet from the radius point of Curve #3; thence North 06 degrees 20 minutes 30 seconds East 81.65 feet to the point of curvature of a curve to the right (said curve hereinafter referred to as "Curve #4"), said point of curvature being North 83 degrees 39 minutes 30 seconds West 105.40 feet from the radius point of Curve #4; thence northerly and northeasterly 70.63 feet along Curve #4 to a point of reverse curvature, said point of reverse curvature being North 45 degrees 15 minutes 52 seconds West 105.40 feet from the radius point of Curve #4 and being South 45 degrees 15 minutes 52 seconds East 78.15 feet from the radius point of a curve hereinafter referred to as "Curve #5"; thence northeasterly and northerly 61.52 feet along Curve #5 to its point of tangency, said point of tangency being North 89 degrees 37 minutes 53 seconds East 78.15 feet from the radius point of Curve #5; thence North 00 degrees 22 minutes 07 seconds West 244.53 feet to the point of curvature of a curve to the right, said point of curvature being South 89 degrees 37 minutes 53 seconds West 42.72 feet from

the radius point of said curve; thence northerly, northeasterly and easterly 55.92 feet along said curve to its point of tangency, said point of tangency being North 15 degrees 22 minutes 00 seconds West 42.72 feet from the radius point of said curve; thence North 74 degrees 38 minutes 00 seconds East 28.75 feet to the point of curvature of curve to the right, said point of curvature being North 15 degrees 22 minutes 00 seconds West 312.88 feet from the radius point of said curve; thence easterly 112.82 feet along said curve to its point of tangency, said point of tangency being North 05 degrees 17 minutes 35 seconds East 312.88 feet from the radius point of said curve; thence South 84 degrees 42 minutes 25 seconds East 71.57 feet to the point of curvature of a curve to the right, said point of curvature being North 05 degrees 17 minutes 35 seconds East 33.27 feet from the radius point of said curve; thence easterly and southeasterly 26.54 feet along said curve to a point being South 00 degrees 16 minutes 21 seconds West (parallel with the eastern boundary of said Lot 7) of a point on the northern boundary of said Lot 7 that is North 89 degrees 39 minutes 29 seconds West 198.00 feet from the northeastern corner of said Lot 7, said point being North 51 degrees 00 minutes 24 seconds East 33.27 feet from the radius point of said curve; thence South 00 degrees 16 minutes 21 seconds West 231.61 feet parallel with the eastern boundary of said Lot 7 to a point being North 89 degrees 39 minutes 29 seconds West (parallel with the northern boundary of said Lot 7) of the point of beginning of this description; thence South 89 degrees 39 minutes 29 seconds East 4.78 feet parallel with the northern boundary of said Lot 7 to the **POINT OF BEGINNING** containing 3.326 acres, more or less.



