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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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CHICAGO TITLE INSURANCE COMPANY

GRANT OF TEMPORARY

EASEMENT AND RIGHT-OF-WAY FOR ACCESS, INGRESS AND EGRESS

MICHAEL A. BROWN
RECORDER
CPL 620084658

KNOW ALL MEN BY THESE PRESENTS that Youche Country Club, Inc., an Indiana domestic non profit corporation ("Grantor"), of Lake County, Indiana, for valuable consideration, hereby grants and conveys unto TM & V, LLC, an Indiana limited liability company, for the period of thirty-six (36) months from the date hereof, a temporary right-of-way and easement for access, ingress, and egress to the Grantee's property known as "Parcel B", over and across the following described real estate located in Lake County, Indiana, to-wit:

A STRIP OF LAND 20.00 FEET WIDE. BEING PART OF SECTION 20. TOWNSHIP 34 NORTH. RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN. IN LAKE COUNTY. INDIANA. LYING 20.00 FEET WESTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, 279.88 FEET NORTH OF THE SOUTHEAST CORNER MEASURED ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00 DEGREES 08 MINUTES 34 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 259.88 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 53 SECONDS WEST ALONG THE NORTH ROW-OF-WAY LINE OF 133RD AVENUE A DISTANCE OF 555.54 FEET AND POINT OF TERMINUS. THE NORTHERLY AND WESTERLY LINE TO BE SHORTENED OR EXTENDED TO MEET AT ANGLE POINTS, AND TERMINATE AT THE EAST LINE OF FUTURE UNIT NUMBER 3 OF REGENCY.

The above temporary easement and right-of-way is for the use of the Grantee, its contractors, materialmen, laborers, employees, and agents, for access, ingress, and egress to and across the Grantor's property during the period of development of Grantee's adjacent property (sometimes known and referred to as "Parcel B", which is more particularly described as follows, to-wit:

Part of the Southwest Quarter of Section 20, Township 34 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Section 20; thence along the South line of the Southeast Quarter of said Section, North 89 degrees 44 minutes 59 seconds West, 2646.35 feet, to the Southeast corner of the Southwest Quarter of said Section 20; thence along the South line of said Southwest Quarter, North 89 degrees 51 minutes 53 seconds West, 555.41 feet, to the

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point of beginning; thence continuing along said South line, North 89 degrees 51 minutes 53 seconds West, 908.67 feet; thence North 00 degrees 06 minutes 22 seconds West, 161.56 feet to a point on a non-tangent curve; thence 28.67 feet Westerly along a curve concave to the North having a radius of 225.00 feet and a chord bearing South 86 degrees 14 minutes 36 seconds West, 28.65 feet to a point of tangency; thence South 89 degrees 53 minutes 38 seconds West, 75.15 feet to a point of curvature; thence 69.65 feet Westerly along a curve concave to the Northeast, having a radius of 200.00 feet and a chord bearing North 80 degrees 07 minutes 47 seconds West, 69.30 feet to a point of tangency; thence North 70 degrees 09 minutes 13 seconds West, 57.19 feet to the centerline of Marshall Street; thence along said centerline North 19 degrees 50 minutes 47 seconds East, 101.12 feet to a point of curvature; thence continuing along said centerline, 119.82 feet Northerly along a curve concave to the West having a radius of 1500.00 feet, a chord bearing North 17 degrees 33 minutes 29 seconds East, 119.79 feet to a point on a non-tangent line; thence South 21 degrees 41 minutes 51 seconds East, 32.86 feet; thence South 49 degrees 50 minutes 11 seconds East 46.70 feet; thence North 89 degrees 52 minutes 03 seconds East, 96.26 feet; thence North 47 degrees 00 minutes 57 seconds East, 680.34 feet; thence North 37 degrees 50 minutes 24 seconds East, 78.33 feet; thence North 20 degrees 52 minutes 18 seconds East, 417.39 feet; thence North 29 degrees 25 minutes 51 seconds East, 95.73 feet; thence North 73 degrees 19 minutes 04 seconds East, 4.46 feet; thence North 20 degrees 41 minutes 40 seconds East, 29.07 feet; thence North 27 degrees 49 minutes 03 seconds East, 74.48 feet; thence North 66 degrees 12 minutes 25 seconds East, 100.44 feet; thence North 32 degrees 17 minutes 12 seconds East, 84.00 feet; thence South 68 degrees 25 minutes 38 seconds East, 48.02 feet; thence South 04 degrees 46 minutes 56 seconds East, 15.46 feet; thence North 87 degrees 25 minutes 34 seconds East, 33.86 feet; thence South 68 degrees 25 minutes 38 seconds East, 59.33 feet; thence South 10 degrees 38 minutes 18 seconds West, 47.65 feet; thence South 06 degrees 24 minutes 05 seconds West, 184.88 feet; thence South 10 degrees 38 minutes 18 seconds West, 89.37 feet; thence South 27 degrees 31 minutes 05 seconds West, 79.54 feet; thence South 11 degrees 08 minutes 35 seconds West, 430.77 feet; thence South 00 degrees 10 minutes 23 seconds East, 304.80 feet; thence South 04 degrees 28 minutes 32 seconds East, 79.64 feet; thence South 09 degrees 08 minutes 18 seconds East, 95.63 feet; thence South 00 degrees 21 minutes 37 seconds East, 203.30 feet to the point of beginning)

and said temporary easement will terminate *ipso facto* upon the upon the expiration thirty-six (36) months from the date of this instrument.

Grantee, by acceptance of this grant, agrees to return the subject real estate to Grantor at the termination of the easement, in the same condition and state of repair as it is as of the date hereof, and is prohibited from dedication of said described easement, or any part or parts thereof, for a road or for any other purpose, to any governmental entity.

The temporary easement and right-of-way described herein is granted for the purpose of access for said Grantee to Grantee's adjacent property, abutting the westernmost point of the easement; and it is expressly agreed that said easement shall at all times during the existence of this temporary easement and right-of-way, shall at all times be and remain accessible to said Grantee, its officers, directors, employees, representatives, ^{wj} contractors, materialmen, delivery services, dray services, laborers, insurers, and agents of any kind or nature. However, Grantee agrees that its use of the within easement will not interfere with golf play on the golf course of the Grantor. *Grantee shall have the right to Assign and transfer its rights and EASEMENTS created to the RESIDENCY OF CROWN POINT, LLC or its Successors, Assigns or designees* ^{mn}

It is further agreed that this grant shall bind the grantees, assigns, and successors-in-interest by any name of the Grantor and of the respective equitable owners of said Trusts.

IN WITNESS WHEREOF, said Grantor has duly executed this instrument on the 26 day of SEPTEMBER, 2008.

TM & V, LLC

an Indiana limited liability company ("Grantee")

Youche Country Club, Inc. ("Grantor")

[Handwritten Signature]

signature

[Handwritten Signature]

signature

William M. Layton

printed name and office

Monty Walker - President

printed name and office

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)



Before me, a Notary Public, in and for said County and State, personally appeared *William M Layton*, the *Authorized Signatory* of TM & V, LLC, and *Monty W. Walker*, President of Youche Country Club, Inc., known to me to be the same persons whose names are respectively subscribed to

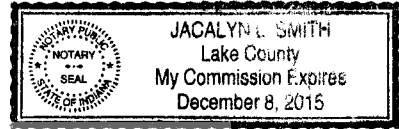
the foregoing instrument, who acknowledged the execution of the foregoing easement as a free and voluntary act, being thereunto duly authorized for the uses and purposes therein set forth, this 26 day of Sept, 2008.

My Commission Expires: 12/08/2015

Jacalyn L Smith, Notary Public

Resident of Lake County, Indiana

-- NOTARY SEAL --



Document is

~~NOT OFFICIAL!~~

Pursuant to IC §36-2-11-15, I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

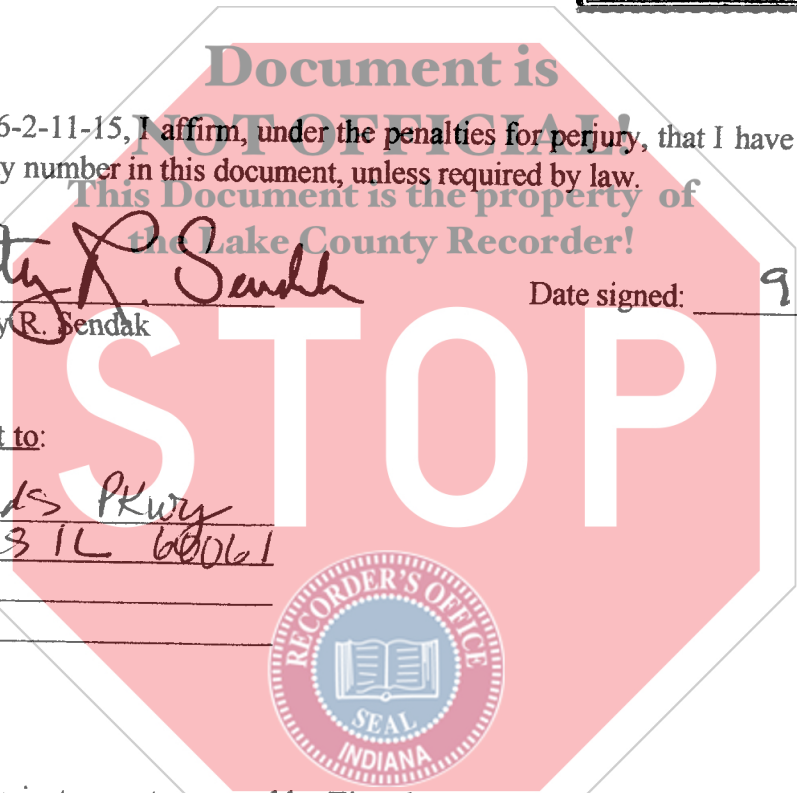
This Document is the property of the Lake County Recorder!

Signature: Timothy R. Sendak
Printed: Timothy R. Sendak

Date signed: 9-26-08

Mail return this document to:

900 Woodlands Pkwy
Vernon Hills IL 60061



This instrument prepared by Timothy R. Sendak, Attorney at Law
209 South Main Street, Crown Point, Indiana 46307