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MUTUAL UTILITY AND DRAINAGE EASEMENT AGREEMENT

THIS AGREEMENT, made this 14th day of MARCH, 2013 by and between ROBBINS RUN PROPERTIES, LLC, (hereinafter referred to as RRP) and upon the mutual needs and understandings of the parties, predicated upon the following:

WHEREAS, RRP is the Developer of the subdivision known as "The Enclave" located immediately adjacent and the east of property being developed by The Village; and

WHEREAS, The Village is in need of connecting its proposed sanitary sewer system and water system to the utility known as AQUA of Indiana, with the most logical connection point located at Lot 186 of the Enclave Subdivision; and

WHEREAS, RRP is prepared to permit said connection the The Village, subject to obtaining the appropriate easement therefore from the current property owner; and

WHEREAS, RRP also has available alternate points of connection for said utilities if the connection at Lot 186 is not available; and

WHEREAS, RRP has platted and is prepared to develop Unit IV of The Enclave Subdivision, which is a parcel of land located to the south of the Village property, extending to Sheffield Avenue; and

WHEREAS, it is essential for RRP to provide storm water drainage storage and relief to the area it intends to develop; and

WHEREAS, The Village can provide such storage and relief and make the same available to RRP for its use.

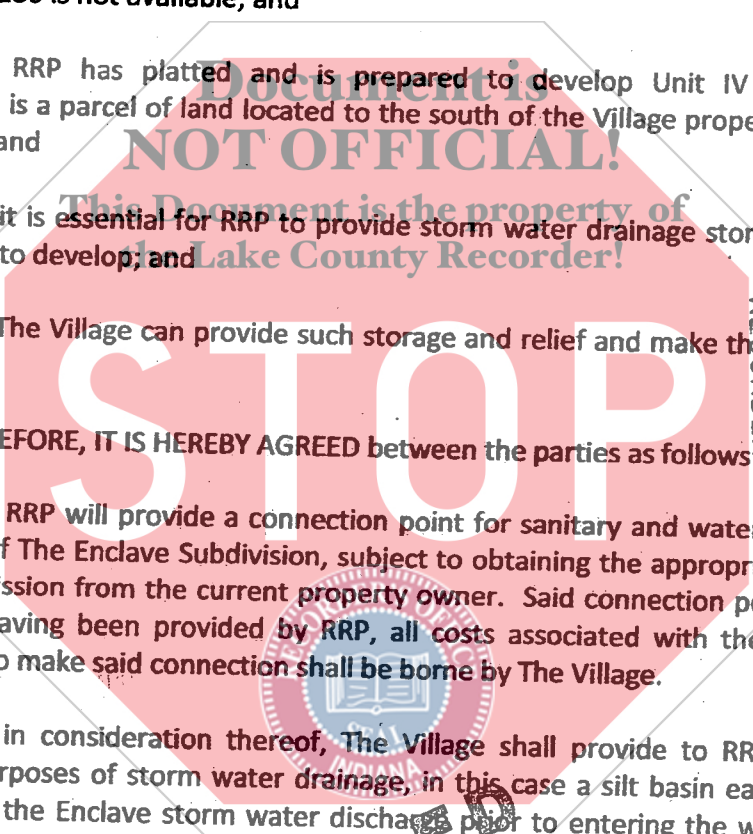
NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. That RRP will provide a connection point for sanitary and water utilities to The Village at Lot 186 of The Enclave Subdivision, subject to obtaining the appropriated easement, approval and permission from the current property owner. Said connection point for sanitary and water utility having been provided by RRP, all costs associated with the installation of facilities sufficient to make said connection shall be borne by The Village.

2. That in consideration thereof, The Village shall provide to RRP access to its property for the purposes of storm water drainage, in this case a silt basin easement for the purpose of filtering the Enclave storm water discharge prior to entering the wetlands on the Village Church Property.

2013 05 17 36

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B. BROWN
RECORDER
JUL 26 AM 9:52



FILED
JUL 26 2013
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

004472

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M. C
CASH
non-com

EXHIBIT "A"

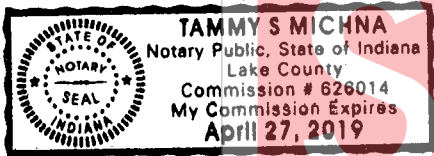
A part of the Northeast Quarter of Section 36, Township 35 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

Commencing at a point 1155 feet North of the Southwest corner of said Northeast Quarter to the Point of Beginning; thence continue North 00 degrees 10' 36" West along the West line of said Northeast Quarter a distance of 330.00 feet; thence South 89 degrees 37' 34" East parallel with the South line of said Northeast Quarter a distance of 364.30 feet to a point 30.0 feet West of the Northwest corner of Lot 192 in Enclave Unit 4 Phase III as shown in Plat Book 105 page 07 in the Office of the Recorder of Lake County, Indiana; thence North 00 degrees 10' 36" West 30.0 feet; thence South 89 degrees 37' 34" East 60.0 feet; thence South 00 degrees 10' 36" East 30.0 feet to the North line of said Enclave Unit 4 Phase III; thence North 89 degrees 37' 34" West 60.0 feet to the place of beginning.

3. All maintenance required to the silt basin improvement shall be the responsibility of the Enclave Unit 4, Phase IV Property Owners Association and not the Village Church nor Lake County.

4. That the parties agree to use their efforts to accomplish the foregoing, and that any expenses incurred in connection therewith, shall be the obligation of the respective parties.

IN WITNESS WHEREOF, the parties below execute this Agreement on the day and year first written above.



Robbins Run Properties, LLC

By:

Jack E. Kovich, Managing Member

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)



Before me personally appeared the Robbins Run Properties, LLC, an Indiana Limited Liability Corporation, by Jack E. Kovich, Managing Member and acknowledged the execution of the foregoing Agreement and his authority to execute the same.

My Commission Expires

April 27, 2019

Notary Public



GLENN KRACHT ASSOCIATES

314 FAIRFIELD DRIVE

CROWN POINT, IN 46307

PHONE: (219) 663-8623

FAX: (219) 663-8945

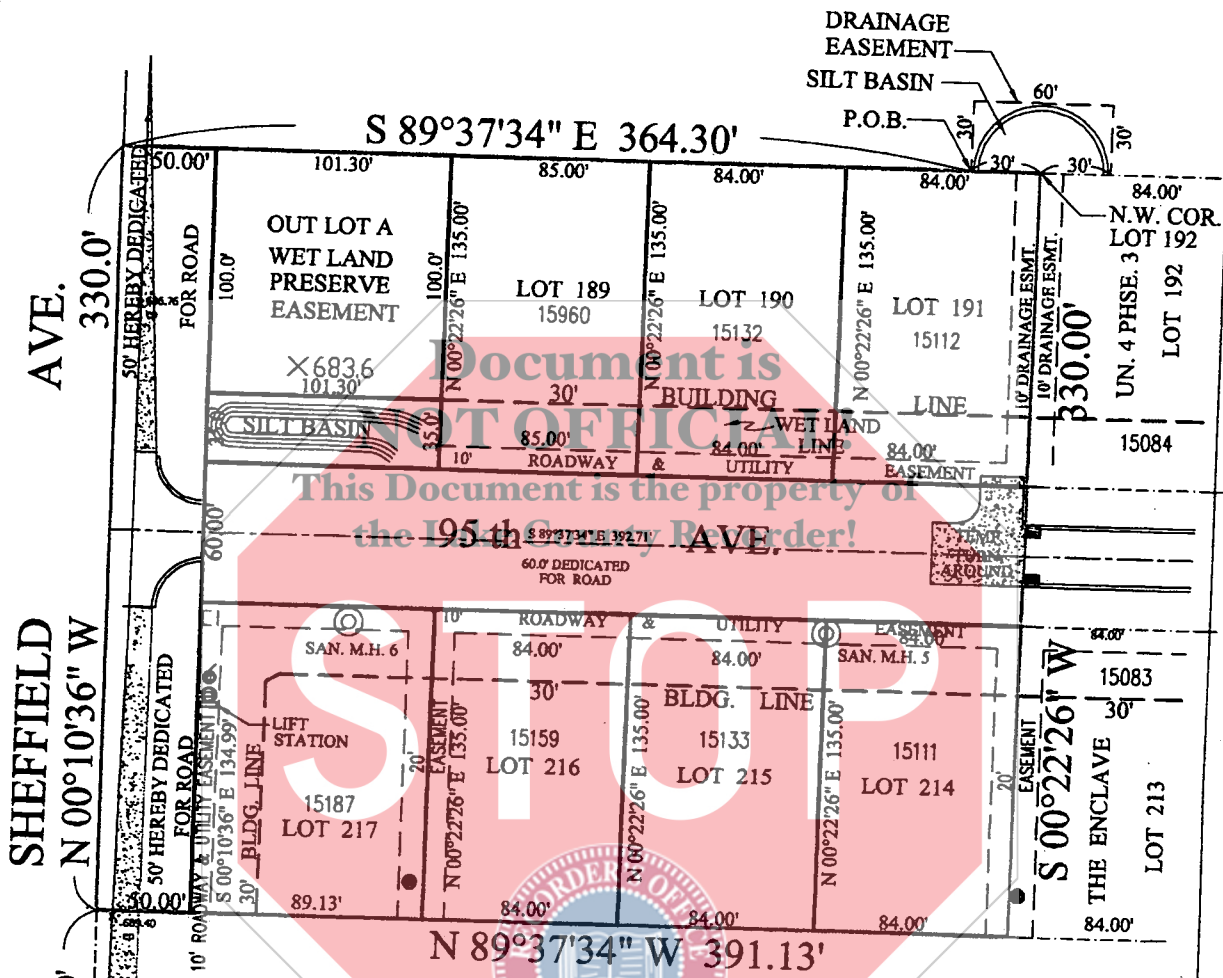
E-MAIL: GKRACHT@COMCAST.NET

EXHIBIT "A"

LEGAL DESCRIPTION SEDIMENT BASIN DRAINAGE EASEMENT ENCLAVE UNIT 4 PHASE 4:

A part of the Northeast Quarter of Section 36, Township 35 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

Commencing at a point 1155 feet North of the Southwest corner of said Northeast Quarter to the Point of Beginning; thence continue North 00°10'36" West along the West line of said Northeast Quarter a distance of 330.00 feet; thence South 89°37'34" East parallel with the South line of said Northeast Quarter a distance of 364.30 feet to a point 30.0 feet West of the Northwest corner of Lot 192 in Enclave Unit 4 Phase 3 as shown in Plat Book 105 page 07 in the Office of the Recorder of Lake County, Indiana; thence North 00°10'36" West 30.0 feet; thence South 89°37'34" East 60.0 feet; thence South 00°10'36" East 30.0 feet to the North line of said Enclave Unit 4 Phase 3; thence North 89°37'34" West 60.0 feet to the place of beginning.



NORTH

SCALE: 1" = 50'

S.W. CORNER of
N.E. 1/4 of
SEC. 36-35-10

CLIENT: ROBBINS RUN
PROPERTIES LLC
DATE: FEB. 26, 2013
JOB NO.: 129921

