

7

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 008105
UTILITY EASEMENT

2014 FEB 11 AM 10:31

MICHAEL B. BROWN
RECORDER

THIS INDENTURE, made this 27 day of JAN, 2014, by and between STONEGATE DEVELOPMENT OF WINFIELD, LLC hereinafter referred to as the "Grantor" and INDIANA-AMERICAN WATER COMPANY, INC., a corporation organized and existing under the laws of the State of Indiana, having an office for the transaction of business at 555 East County Line Road, Suite 201, Greenwood, IN, 46143, hereinafter referred to as the "Grantee."

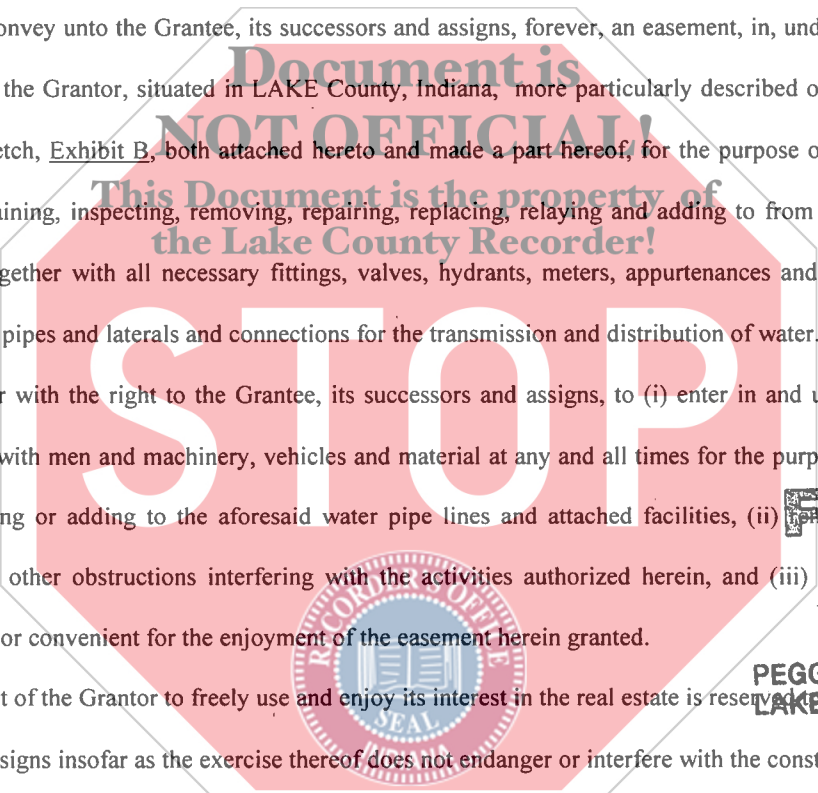
WITNESSETH

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns, forever, an easement, in, under, across and over the real estate of the Grantor, situated in LAKE County, Indiana, more particularly described on Exhibit A and as shown on the sketch, Exhibit B, both attached hereto and made a part hereof, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time water pipe or pipes, together with all necessary fittings, valves, hydrants, meters, appurtenances and attached facilities, including service pipes and laterals and connections for the transmission and distribution of water.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the real estate described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing or adding to the aforesaid water pipe lines and attached facilities, (ii) remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein, and (iii) for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

The right of the Grantor to freely use and enjoy its interest in the real estate is reserved to the Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of Grantee's water pipe lines and attached facilities, except that no building, structure or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said water pipes except pipes crossing same at

Chicago Title Insurance Company



FILED
FEB 07 2014

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

20722

2400
non com
LT
AR

CTIC Has made an accomodation recording of the instrument.

83357C INV

right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. All sewer pipe shall be laid below the water pipes. No excavation or blasting shall be carried on which in any way endangers or might endanger the water pipe lines and attached facilities.

TO HAVE AND TO HOLD the above granted easement unto the same Grantee, its successors and assigns forever.

The Grantee agrees, by the acceptance of this easement that, upon any opening made in connection with any of the purposes of this easement, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than reseeding any grass which was removed upon entry, all such work to be done at the expense of the Grantee.

The Grantee shall indemnify and hold the Grantor harmless from and against any and all damages, injuries, losses, claims, demands or costs proximately caused by the negligent or reckless act or omission of the Grantee in the construction, erection, installation, maintenance, operation, replacement, repair, renewal or removal of the facilities located in this easement..

And the said Grantor does covenant with the said Grantee as follows:

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement and has good title to the same. In accordance with Ind. Code 32-5-2-2(a) Grantor acquired said real estate from SIMON BULT and RUTH BULT by deed dated AUGUST 16TH, 2005, and recorded in the Office of the Recorder of Deeds of LAKE County, Indiana, as Instrument No. 2005 105920, on the 2ND day of DECEMBER, 2005.
2. That the Grantee shall quietly enjoy the said easement.
3. That the real estate hereby subjected to said easement is subject to no mortgages except FIRST MIDWEST BANK. (If none, state "No Exceptions.")

IN WITNESS WHEREOF, the Grantor has duly executed this INDENTURE, all as of the day and year first above written.

(Partnership)

STONEGATE DEVELOPMENT a(n) LLC corporation

Kris L

(Signature)

Kris L Anderson

(Printed Name)

President

(Title)

STATE OF Illinois)

COUNTY OF Kane)

Document is

NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

Before me, a Notary Public in and for said County and State, personally appeared

_____ as _____ of

_____, who having been duly sworn upon his/her
oath acknowledged the execution of the foregoing easement for and on behalf of the said corporation.

Witness my hand and Notarial Seal this 27 day of January, 2014.

(Signature)

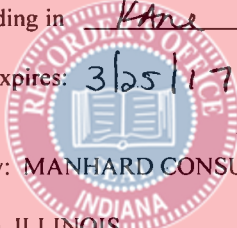
Jay Wendt

(Printed Name)

Jay Wendt

Notary Public residing in Kane County, Illinois.

My Commission Expires: 3/25/17



This instrument prepared by: MANHARD CONSULTING, LTD.

with offices at: LOMBARD, ILLINOIS

EXHIBIT A

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF WINFIELD, LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 106 IN STONEGATE SUBDIVISION - PHASE 2C, RECORDED NOVEMBER 20, 2013 AS DOCUMENT 2013 086860 IN PLAT BOOK 106, PAGE 69, IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA; THENCE SOUTH 89 DEGREES 44 MINUTES 55 SECONDS WEST, 10.00 FEET ALONG THE NORTH LINE OF SAID LOT 106; THENCE SOUTH 00 DEGREES 15 MINUTES 05 SECONDS EAST, 115.00 FEET ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 106 TO A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 106 AND THE POINT OF BEGINNING; THENCE SOUTH 03 DEGREES 06 MINUTES 54 SECONDS WEST, 15.03 FEET TO SAID SOUTH LINE OF LOT 106; THENCE SOUTH 89 DEGREES 44 MINUTES 55 SECONDS WEST, 525.00 FEET ALONG SAID SOUTH LINE OF LOT 106 AND THE SOUTH LINE OF LOTS 107, 108, 109, 110 AND 111; THENCE NORTH 03 DEGREES 37 MINUTES 04 SECONDS WEST, 15.03 FEET TO A LINE 15.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF LOT 111; THENCE NORTH 89 DEGREES 44 MINUTES 55 SECONDS EAST, 526.77 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, CONTAINING 7,888 SQUARE FEET, MORE OR LESS.

PREPARED BY:
BRIAN J. PFOHL, P.L.S.
MANHARD CONSULTING, LTD.
700 SPRINGER DRIVE
LOMBARD, ILLINOIS 60148

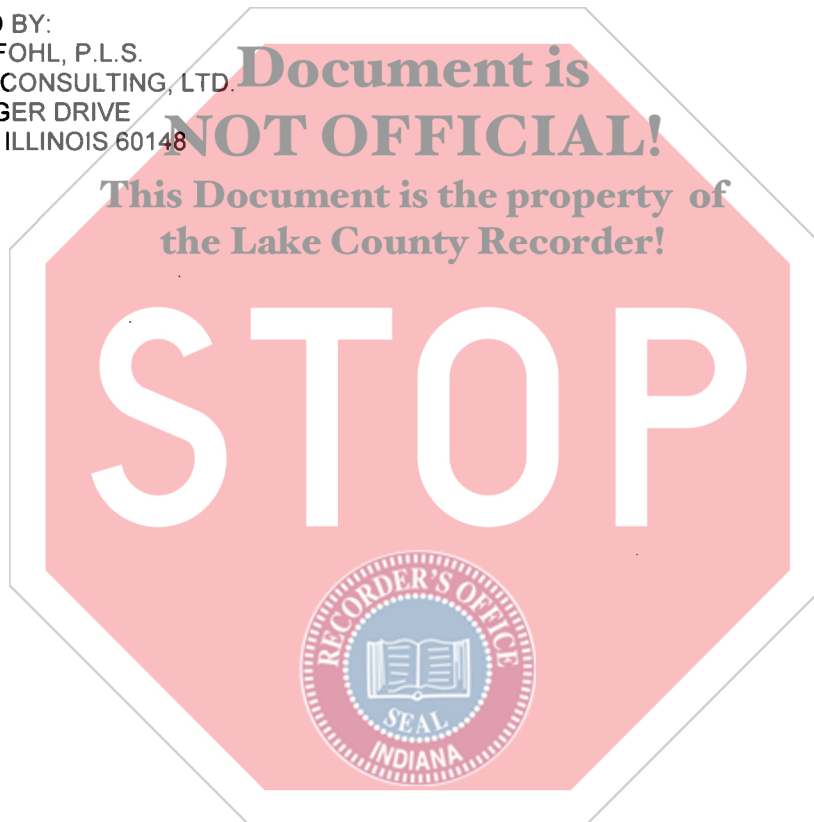
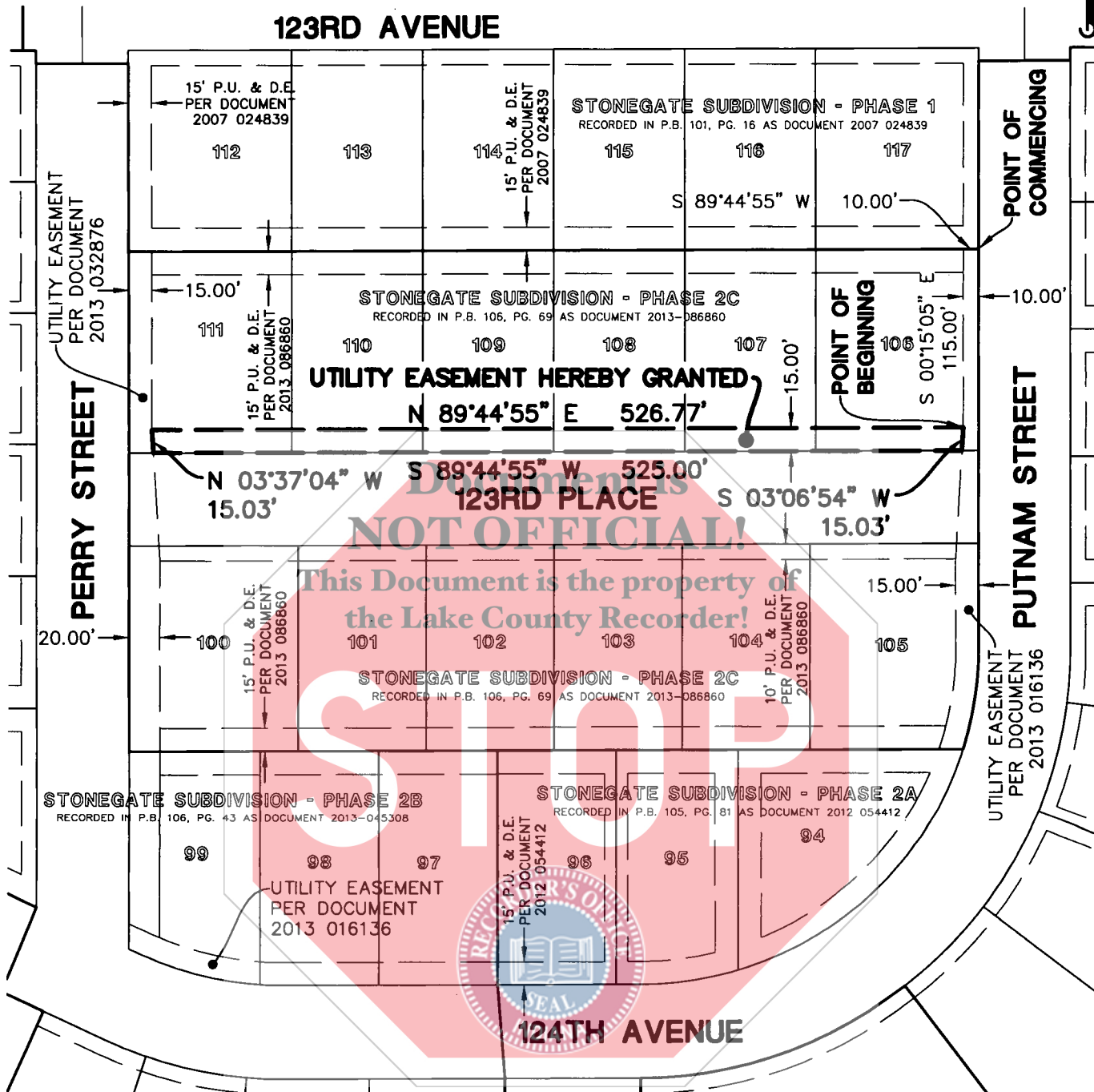


EXHIBIT B
UTILITY EASEMENT LOCATION



NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

© 2014 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

Manhard
CONSULTING LTD

700 Springer Drive, Lombard, IL 60148 ph:630.691.8500 fx:630.691.8585 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

STONEGATE SUBDIVISION - PHASE 2C	
TOWN OF WINFIELD, INDIANA	
UTILITY EASEMENT LOCATION	
PROJ. MGR.: <u>BDM</u>	SHEET
DRAWN BY: <u>B.P</u>	EXHIBIT B
DATE: <u>01/07/14</u>	4803
SCALE: <u>1" = 100'</u>	MBWII

Dwg Name: P:\Mbwii\dwg\Surv\Final Drawings\Easement\MBWII-PH2C-UE.dwg Updated By: B.Pfohl 13:23

Exhibit

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 DEC -2 AM 9: 53

2005 105920

CM 620055976
MAIL TAX BILLS TO:

MICHAEL BARRETT
909 Woodlands Pkwy
Deer Park Hills, IL 60061

MICHAEL A. BROWN
RECORDER

Tax Key No. 44-54-0007-0005;
44-54-009-0006; 44-54-0009-0003

TRUSTEE'S DEED

This indenture witnesseth that SIMON BULT and RUTH BULT, as Trustees under the provisions of a trust agreement dated the 28th day of July, 1990, of Cook County, State of Illinois, convey and warrant to THE STONEGATE DEVELOPMENT OF WINFIELD, LLC, an Indiana limited liability company, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt whereof is hereby acknowledged, the following Real Estate in Lake County in the State of Indiana, to wit:

Parcel 1: The Southwest Quarter of the Northeast Quarter of Section 17, Township 34 North, Range 7 West of the 2nd Principal Meridian, in Lake County, Indiana.

Parcel 2: The East Half of the Southeast Quarter of Section 17, Township 34 North, Range 7 West of the 2nd Principal Meridian, in Lake County, Indiana, excepting therefrom the following described tract:

(a) The right-of-way of the Chicago & Erie Railroad Company, as conveyed in Deed Record 32 page 8 and in Deed Record 212 page 482.

(b) A parcel in the Southeast corner of the East Half of the Southeast Quarter of said Section 17, described as follows: Commencing at the Southeast corner of the East Half of the Southeast Quarter of said Section; thence West 31 rods; thence North 14 rods and 4 links to the South line of said railroad right-of-way; thence Southeast along said right-of-way to the point of beginning.

(c) That part conveyed to Stella J. Guemsey by deed dated February 17, 1919 and recorded in Deed Record 225 page 213, described as follows: Commencing at a point on the East line of the Northeast Quarter of the Southeast Quarter of said Section 17, which point is 983.5 feet South of the Northeast corner thereof; thence North to the Northeast corner of said Southeast Quarter; thence West to the Northwest corner of the Northeast Quarter of said Southeast Quarter; thence South 983.5 feet; thence East to the point of beginning, excepting however, from said excepted parcel, a strip of land 50 feet wide East and West, extending from the Southwest corner thereof North to a point 50 feet North of the Southeast corner of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of said Section 17.

Parcel 3: The 4 acres off the East side of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of said Section 17, Township 34 North, Range 7 West of the 2nd Principal Meridian, in Lake County, Indiana.

Grantors reserve any right, title any interest they have in and to the right-of-way of the Chicago and Erie Railroad Company as conveyed in Deed Record 32, page 18 and in Deed Record 212, page 482.

Subject To: All unpaid real estate taxes and assessments for 2004 payable in 2005, and for all real estate taxes and assessments for all subsequent years.

Subject To: All easements, conditions, restrictions, covenants, limitations and building setback lines contained in prior instruments of record, and for all building and zoning ordinances.

Subject To: All rights of way for drainage tiles, ditches, feeders, laterals, railroad right of ways, switches and spur tracks, if any, and all rights therein.

Subject To: Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the land taken for or lying within Randolph Street along the East side of the land and within 125th Avenue along the South side of the land.

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

DEC 2 2005

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

015645

16 Dec 05

CHICAGO TITLE INSURANCE COMPANY

①

Subject To: Easement for pipe lines in favor of the Indiana Pipe Line Company, n/k/a Buckeye Pipe Line Company, dated November 20, 1891 and recorded July 14, 1892, in Miscellaneous Record 9 page 561.

Subject to: Easement for communication lines in favor of American Telephone and Telegraph Company dated December 18, 1970 and recorded June 2, 1972 as Document No. 150893, and as amended by instrument recorded November 29, 1973 as Document No. 231095.

Subject To: Easement for communication lines in favor of American Telephone and Telegraph Company dated November 9, 1973 and recorded November 29, 1973 as Document No. 231094.

Subject To: Right of way for drainage, flow and maintenance of Stoney run Ditch together with an additional 75 foot right of way as provided by IC 36-9-27-33.

Subject To: The rights of tenant farmer pursuant to crop lease for existing crops.

Grantor reserves the right to all unpaid rent for land rental for the 2005 crop year.

The Grantor certifies that this Deed is executed in accordance with and pursuant to, the terms and provisions of the unrecorded Trust Agreement under which title to the subject real estate is held and that the Trustee has full power and authority to execute this Deed.

Dated this 16th day of August, 2005.

Simon Bult
SIMON BULT, Trustee

Ruth Bult
RUTH BULT, Trustee

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

Before me, the undersigned, a Notary Public in and for said County and State, this 16th day of August, 2005, personally appeared **Simon Bult and Ruth Bult, Trustees**, and acknowledged the execution of the foregoing deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

County of Residence:

Denise Kessler
DENISE KESSLER
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. JUNE 25, 2008

Denise Kessler
Public



This instrument prepared by: Richard E. Anderson, #2408-45
Anderson & Ward, P.C.
9211 Broadway
Merrillville, IN 46410
(219) 769-1892

