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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 050440

2014 AUG 21 PM 1:32

MICHAEL B. BROWN  
RECORDER

**Mail Tax Bills To:**

Tax Exempt transfer to Municipality  
City of Hobart, Indiana  
414 Main Street, Hobart, Indiana 46342

**Return To:**

Deborah A. Longer, Clerk-Treasurer  
City of Hobart  
414 Main Street  
Hobart, Indiana 46342



**GRANT OF EASEMENT AND RIGHT OF ENTRY**

THIS INDENTURE WITNESSETH THAT :

NAYAK FAMILY, LLC, an Illinois limited liability company  
(Grantor)

conveys and grants to:

REDEVELOPMENT AUTHORITY OF THE CITY OF HOBART, INDIANA,  
A political subdivision organized and existing under the laws of the State of Indiana  
located in Lake County (Grantee).

**FILED**

AUG 21 2014

PEGGY HOLINGA KATON  
LAKE COUNTY AUDITOR

for the mutual benefits accruing to Grantor and Grantee hereunder, and subject to the conditions herein contained, a non-exclusive easement, right of entry and right to construct, place, install, maintain, repair, operate, replace, inspect, remove and improve sanitary or storm sewer pipe, and related manholes and underground sewer structures (the "Sewer Line"), under, through and upon the following real estate (the "Easement Parcel") in Lake County, State of Indiana, to wit:

The southern 30 feet of the following property described in a Warranty Deed recorded as Document No. 2005-034325 in the Office of the Recorder of Lake County, said Warranty Deed dated February 7, 2005, said southern 30 feet being approximately 1,371 feet in length and containing 0.945 acres, more or less:

Part of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 35 North, Range 7 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows:  
Beginning at the intersection of the East line of the Southwest 1/4 of said Southeast 1/4 and the center line of Bracken Road; thence South 01 degrees 31 minutes 42 seconds East, along said East line, 980.82 feet to the North line of the Northern Indiana Public Service Company right-of-way as recorded as Document Number 85941; thence South 89 degrees 28 minutes 18 seconds West, along said North line, 159.29 feet; thence continuing along said North line, South 67 degrees 20 minutes 18 seconds West, 819.91 feet to the South line of the Southwest 1/4 of said Southeast 1/4; thence North 89 degrees 51 minutes 50 seconds West, along said South line, 392.26 feet to the West line of said Southeast 1/4; thence North 01 degrees 35 minutes 08 seconds West, along said West line,

~~NO SALES DISCLOSURE NEEDED~~

Approved Assessor's Office

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014540

By: BC

Handwritten notes: 24-1, 105, 044558, RM

674.06 feet to a point 549.00 feet South of the intersection of said West line and the centerline of Bracken Road; thence North 86 degrees 46 minutes 02 seconds East, parallel to said center line, 318.00 feet; thence North 01 degree 35 minutes 08 seconds West, parallel to said West line, 549.00 feet to the center line of Bracken Road; thence North 86 degrees 46 minutes 02 seconds East, along said center line, 999.93 feet to the point of beginning.

Subject to Northern Indiana Public Service Company easement recorded as document 809192

Residence Address of Grantee: 414 Main Street, Hobart, Indiana 46342

Property Number: 45-13-06-451-003.000-018 (part)

Construction Condition. This grant of easement and right of entry (this "Grant") is conditioned upon Grantee completing installation of the Sewer Line within three (3) years of the date of this Grant (the "Construction Condition"). In the event that the Construction Condition is not satisfied by Grantee, this Grant and the easement conveyed hereunder shall terminate and be of no further force or effect except that, by accepting and recording this Grant, Grantee agrees that if it has not satisfied the Construction Condition, upon request by Grantor it shall release and relinquish all rights and interests in the Easement Parcel for no consideration and Grantee shall assume the expenses of recordation and preparation of the instrument necessary to accomplish same.

Mortgagee Approval Condition. This Grant shall not be effective until consented to by Fifth Third Mortgage Company, the holder of a mortgage on the land described on Exhibit A (the "Servient Estate"), which encompasses the Easement Parcel, dated December 31, 2013 and recorded January 10, 2014 as document number 2014001201 (the "Mortgage").

Grantee Use. The easement conveyed herein shall be for the use and benefit of Grantee, its successors and assigns only and, subject to the Construction Condition, shall be of perpetual duration. Grantee shall have the right of access to the real estate described above, and the right at any time, and as frequently as necessary, to clear and remove any and all timber, brush, debris and other obstructions of any kind located upon said real estate which in Grantee's sole opinion should be removed to prevent interference with the said Sewer Line. Grantee shall make a reasonable effort to notify Grantor or its successor and assigns prior to removal of fences, trees, shrubbery, pavement or structure located within the Easement Parcel. Grantee shall be responsible for and shall replace or restore grass, topsoil, curbs and roadways damaged by such access and where necessary compensate Grantor for any damage to fences, crops, or other property of Grantor on the Servient Estate caused either by the original construction of said Sewer Line or by any subsequent activities on behalf of Grantee in connection with such Sewer Line; provided, however, that Grantee shall not be liable for damages to shrubbery, trees, pavement, structures, buildings or any property which is not expressly permitted within the Easement Parcel under the terms contained in this Grant. All current conditions on the Easement Parcel are permitted.

Grantor Use. Grantor and its successors and assigns shall have the right to use the Easement Parcel for all purposes, provided that: (i) such use shall not interfere with Grantee's constructing,

maintaining, renewing, replacing, repairing, relocating or operating of the Sewer Line and any pipes and/or lines, meters and appurtenances, nor injure the same, nor interfere with Grantee's free access to the Sewer Line and its pipes and/or lines, meters and appurtenances at all times and for all purposes; (ii) no building or structure other than fences shall be permitted upon the Easement Area without the prior written consent of Grantee; and (iii) no streets, driveways, parking spaces, trees or shrubs shall be permitted upon the Easement Area without the prior written consent of Grantee, which consent shall not be unreasonably withheld, it being understood that Grantee and its successors and assigns may, at their expense, construct and maintain a road upon the Easement Parcel in accordance with Grantee's usual specifications for surface roads above its sewer lines. Notwithstanding the foregoing, Grantor may expand, construct, re-construct, improve, maintain, and repair the access road for the Servient Estate at the location where said road now crosses the Easement Parcel. Grantee's right of access to the Easement Parcel shall be over said access road.

Credit for Sewer Line Hookup. In consideration of this Grant, Grantee agrees to provide Grantor and its successors and assigns with a credit in the amount of forty thousand dollars (\$40,000) against charges imposed for connection, hookup or permit fees or other charges assessed for any development on the Servient Estate to connect to the Sewer Line. The credit shall be applied only to one-time, initial connection charges for each such development and not to inspection, use fees or other charges which may be assessed by Grantee.

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement on this 7<sup>th</sup> day of August, 2014.

NAYAK FAMILY LLC, an Illinois  
Limited Liability Company, (Grantor)  
the Lake County Recorder!

BY: Anita R. Nayak  
Anita Nayak, Manager

ACCEPTED and APPROVED by the Redevelopment Authority of the City of Hobart, Indiana on this 8<sup>th</sup> day of August, 2014.

Joshua Huddleston  
JOSHUA HUDDLESTON, President

ATTEST:

Sam Hicks  
SAM HICKS, Secretary



STATE OF INDIANA )  
 ) ss:  
LAKE COUNTY )

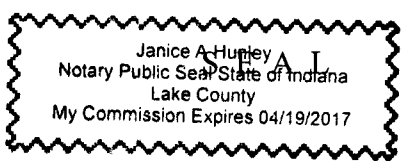
BEFORE ME, a duly appointed Notary Public in and for said county and state, appeared ANITA NAYAK, a person known to me, and Manager of Nayak Family, LLC, the Grantor in the above and foregoing instrument, who, in said capacity, acknowledged execution of same for the uses and purposes stated therein.

IN WITNESS WHEREOF, I have affixed my signature and official seal on this 17th day of August, 2014.

Janice A. Hunley  
Notary Public

Name Printed: Janice A. Hunley

County of Residence: Lake  
My Commission Expires: 4-19-2017



STATE OF INDIANA )  
 ) ss:  
LAKE COUNTY )



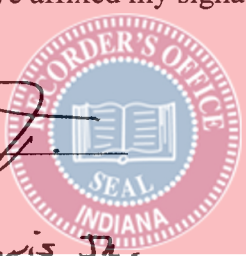
BEFORE ME, a duly appointed Notary Public in and for said county and state, appeared JOSHUA HUDDLESTUN and SAM HICKS, persons known to me, and the President and Secretary, respectively, of the Redevelopment Authority of the City of Hobart, the Grantee in the above and foregoing instrument, who acknowledged their execution of same on behalf of said Grantee for the uses and purposes stated therein.

IN WITNESS WHEREOF, I have affixed my signature and official seal on this 8th day of August, 2014.

Anthony De Bonis, Jr.  
Notary Public

Name Printed: ANTHONY DE BONIS, JR.

County of Residence: LAKE COUNTY  
My Commission Expires: FEBRUARY 5, 2017





**EXHIBIT A**

**SERVIENT ESTATE**

Parcel 1:

Part of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 35 North, Range 7 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at the intersection of the East line of the Southwest 1/4 of said Southeast 1/4 and the center line of Bracken Road; thence South 01 degrees 31 minutes 42 seconds East, along said East line, 980.82 feet to the North line of the Northern Indiana Public Service Company right-of-way as recorded as Document Number 85941; thence South 89 degrees 28 minutes 18 seconds West, along said North line, 159.29 feet; thence continuing along said North line, South 67 degrees 20 minutes 18 seconds West, 819.91 feet to the South line of the Southwest 1/4 of said Southeast 1/4; thence North 89 degrees 51 minutes 50 seconds West, along said South line, 392.26 feet to the West line of said Southeast 1/4; thence North 01 degree 35 minutes 08 seconds West, along said West line, 674.06 feet to a point 549.00 feet South of the intersection of said West line and the centerline of Bracken Road; thence North 86 degrees 46 minutes 02 seconds East, parallel to said center line, 318.00 feet; thence North 01 degree 35 minutes 08 seconds West, parallel to said West line, 549.00 feet to the center line of Bracken Road; thence North 86 degrees 46 minutes 02 seconds East, along said center line, 999.93 feet to the point of beginning.

Parcel 2:

Part of the Northeast 1/4 and part of the Northwest 1/4 of Section 7, Township 35 North, Range 7 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Commencing at the Northeast corner of said Northwest 1/4; thence South 00 degrees 59 minutes 38 seconds East, along the East line of said Northwest 1/4, 334.15 feet to the South line of the Northern Indiana Public Service Company right-of-way as recorded as Document Number 85941 and the point of beginning; thence South 89 degrees 51 minutes 50 seconds East, along said South line, 281.88 feet; thence South 19 degrees 32 minutes 16 seconds West, 276.38 feet; thence South 32 degrees 10 minutes 32 minutes West, 411.51 feet; thence South 89 degrees 34 minutes 10 seconds West, 238.90 feet; thence North 02 degrees 51 minutes 49 seconds West, 215.72 feet; thence North 39 degrees 04 minutes 35 seconds West, 511.69 feet to the South line of the Northern Indiana Public Service Company right-of-way; thence South 89 degrees 51 minutes 50 seconds East, along said South line, 601.91 feet, to the point of beginning.

Parcel 3:

Part of the Northwest 1/4 of Section 7, Township 35 North, Range 7 West of the 2nd Principal Meridian in Lake County, Indiana, described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said Northwest 1/4; thence South 00 degrees 59 minutes 38 seconds East, along the East line of said Northwest 1/4, 695.91 feet to the point of beginning; thence continuing along said East line, South 00 degrees 59 minutes 38 seconds East, 622.49 feet to the South line of said Northwest 1/4; thence North 89 degrees 47 minutes 46 seconds West, along said South line, 1000.36 feet to the East line of the 400 foot Northern Indiana Public Service Company right-of-way; thence North 08 degrees 23 minutes 01 seconds West, along said East right-of-way line, 565.13 feet; thence North 46 degrees 19 minutes 12 seconds East, 212.77 feet; thence South 88 degrees 45 minutes 32 seconds East, 763.87 feet; thence South 65 degrees 24 minutes 24 seconds East, 169.79 feet to the point of beginning.

Parcel 4:

Part of the Northeast 1/4 and part of the Northwest 1/4 of Section 7, Township 35 North, Range 7 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Commencing at the Northeast corner of the Northwest 1/4 of said Northeast 1/4; thence South 00 degrees 56 minutes 08 seconds East, along the East line of the Northwest 1/4 of said Northeast 1/4, 1317.88 feet to the South line of the Northwest 1/4 of said Northeast 1/4; thence North 89 degrees 53 minutes 08 seconds West, along said South line, 1315.32 feet to the East line of the Northwest 1/4 of said Section 7; thence South 00 degrees 59 minutes 38 seconds East along said East line 695.91 feet; thence North 65 degrees 24 minutes 24 seconds West, 169.79 feet; thence North 88 degrees 45 minutes 32 seconds West, 763.87 feet; thence South 46 degrees 19 minutes 12 seconds West, 212.77 feet to the East line of the 400 foot Northern Indiana Public Service Company right-of-way; thence North 08 degrees 23 minutes 01 second West, along said East right-of-way line, 1761.56 feet to the South line of the Northern Indiana Public Service Company right-of-way as recorded as Document Number 85941; thence South 89 degrees 51 minutes 50 seconds East, along said South line, 697.74 feet; thence South 39 degrees 04 minutes 35 seconds East 511.69 feet; thence South 02 degrees 51 minutes 49 seconds East, 215.72 feet; thence North 89 degrees 34 minutes 10 seconds East, 238.90 feet; thence North 32 degrees 10 minutes 32 seconds East, 411.51 feet; thence North 19 degrees 32 minutes 16 seconds East, 276.38 feet to said South right-of-way line; thence North 67 degrees 24 minutes 10 seconds East, along said South right-of-way line, 864.52 feet to the North line of the Northeast 1/4 of said Section 7; thence South 89 degrees 51 minutes 50 seconds East, along said North line, 230.84 feet, to the point of beginning.

Property Address: 5601 East 61st Avenue, Hobart, IN 46342

Parcel No. **45-13-06-451-003.000-018**

Parcel No. **45-13-07-200-001.000-046**

Parcel No. **45-13-07-100-007.000-046**



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