

7

**UTILITY EASEMENT**

2014 080183

620055976

THIS INDENTURE, made this 5<sup>th</sup> day of December, 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.

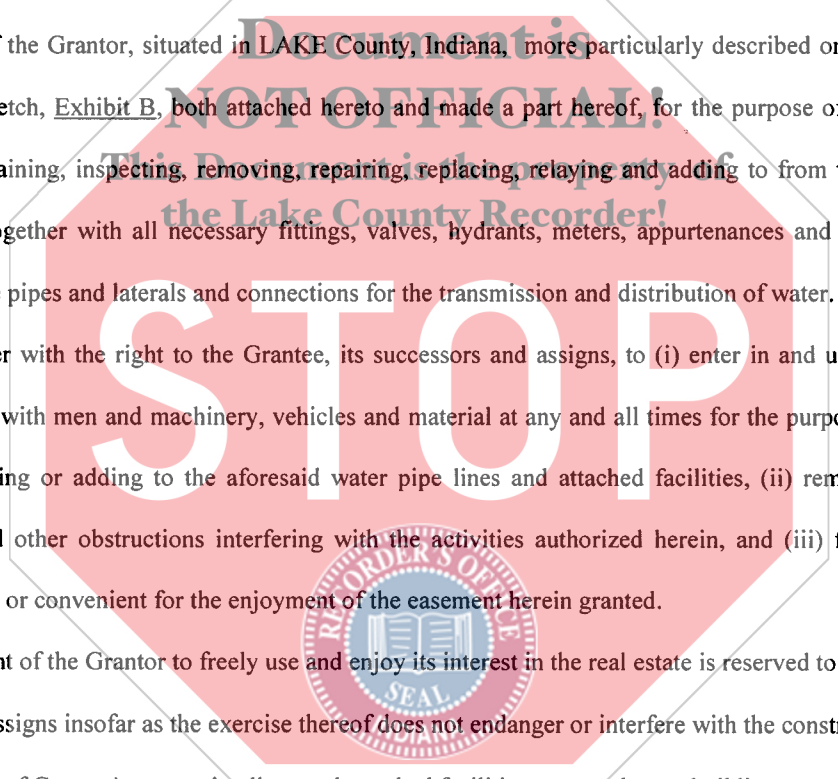
Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the real estate described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing or adding to the aforesaid water pipe lines and attached 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 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.

CHICAGO TITLE INSURANCE COMPANY



2014 DEC 17 AM 10:09  
MORTGAGE DIVISION  
RECORDER  
FILED FOR RECORD

**FILED**

DEC 17 2014

**NO SALES DISCLOSURE NEEDED**

24  
AO  
12/17  
CT

28804 PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

Page 1 of 3

Approved Assessor's Office

By: R.M.

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 convey 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 16<sup>TH</sup>, 2005, and recorded in the Office of the Recorder of Deeds of LAKE County, Indiana, as Instrument No. 2005 105920, on the 2<sup>ND</sup> 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

*[Handwritten Signature]*

(Signature)

PETER MANHARD

(Printed Name)

MANAGER

(Title)

STATE OF IL)

COUNTY OF LAKE)

) SS:

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

Peter Manhard as Manager of Stonegate Development of Winfield, LLC, 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 4th day of December, 2014.

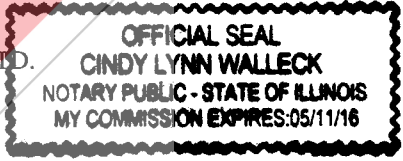
(Signature) *[Handwritten Signature]*

(Printed Name) Cindy Lynn Walleck

Notary Public residing in Maitland County, IL

My Commission Expires: 5-11-16

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:

### PARCEL 1

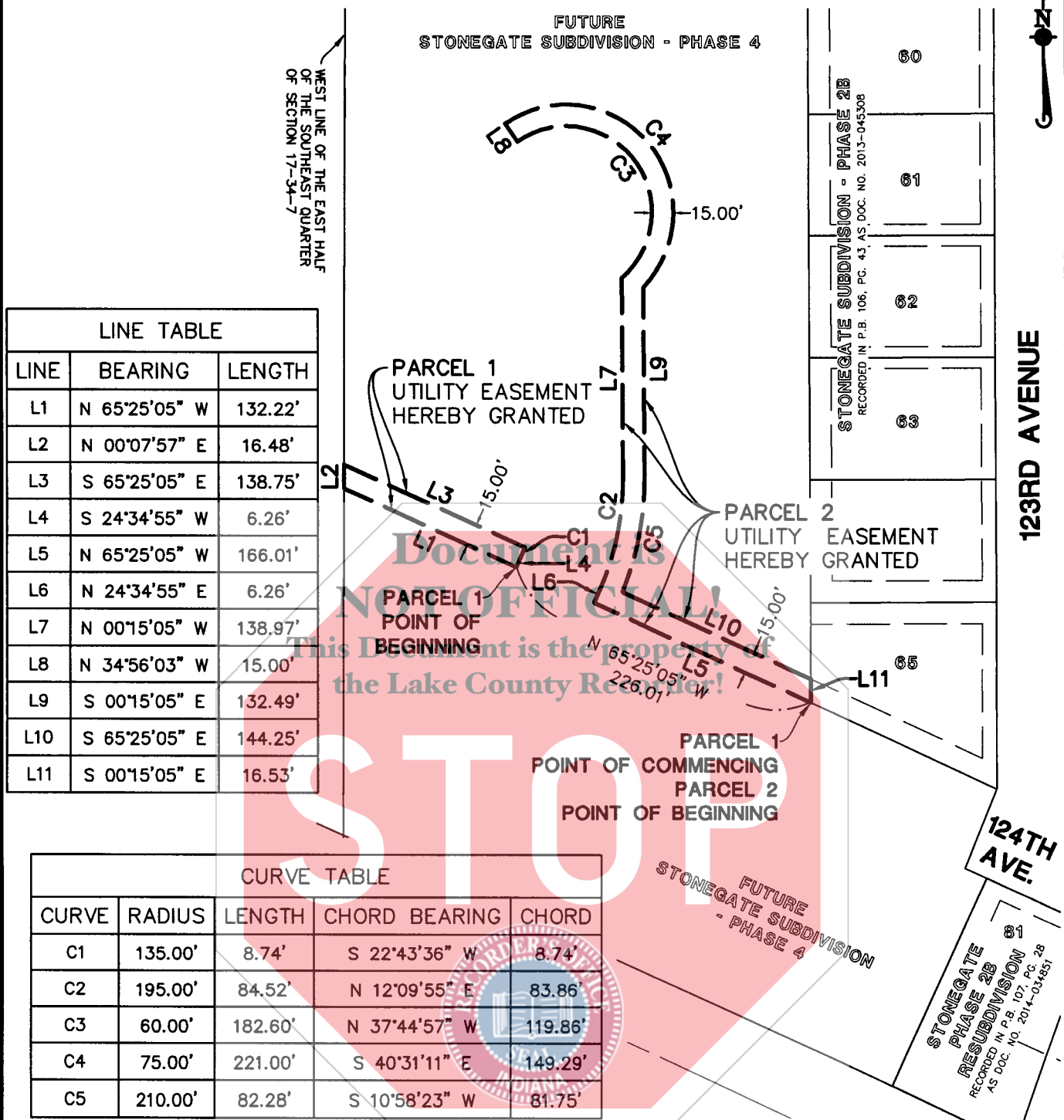
COMMENCING AT THE SOUTHWEST CORNER OF LOT 65 IN STONEGATE SUBDIVISION - PHASE 2B, RECORDED JUNE 19, 2013 AS DOCUMENT 2013 045308 IN PLAT BOOK 106, PAGE 43, IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA; THENCE NORTH 65 DEGREES 25 MINUTES 05 SECONDS WEST, 226.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 65 DEGREES 25 MINUTES 05 SECONDS WEST, 132.22 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF SECTION 17; THENCE NORTH 00 DEGREES 07 MINUTES 57 SECONDS EAST, 16.48 FEET ALONG SAID WEST LINE; THENCE SOUTH 65 DEGREES 25 MINUTES 05 SECONDS EAST, 138.75 FEET; THENCE 8.74 FEET SOUTHERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 135.00 FEET, SUBTENDING A CHORD BEARING SOUTH 22 DEGREES 43 MINUTES 36 SECONDS WEST, 8.74 FEET; THENCE SOUTH 24 DEGREES 34 MINUTES 55 SECONDS WEST, 6.26 FEET TO THE POINT OF BEGINNING, CONTAINING 2,034 SQUARE FEET, MORE OR LESS.

### PARCEL 2

BEGINNING AT THE SOUTHWEST CORNER OF LOT 65 IN STONEGATE SUBDIVISION - PHASE 2B, RECORDED JUNE 19, 2013 AS DOCUMENT 2013 045308 IN PLAT BOOK 106, PAGE 43, IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA; THENCE NORTH 65 DEGREES 25 MINUTES 05 SECONDS WEST, 166.01 FEET; THENCE NORTH 24 DEGREES 34 MINUTES 55 SECONDS EAST, 6.26 FEET TO A POINT OF CURVEATURE; THENCE 84.52 FEET NORTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 195.00 FEET, SUBTENDING A CHORD BEARING NORTH 12 DEGREES 09 MINUTES 55 SECONDS EAST, 83.86 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 15 MINUTES 05 SECONDS WEST, 138.97 FEET; THENCE 182.60 FEET NORTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET, SUBTENDING A CHORD BEARING NORTH 37 DEGREES 44 MINUTES 57 SECONDS WEST, 119.86 FEET TO A NON-TANGENT LINE; THENCE NORTH 34 DEGREES 56 MINUTES 03 SECONDS WEST, 15.00 FEET; THENCE 221.00 FEET SOUTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 75.00 FEET, SUBTENDING A CHORD BEARING SOUTH 40 DEGREES 31 MINUTES 11 SECONDS EAST, 149.29 FEET TO A NON-TANGENT LINE; THENCE SOUTH 00 DEGREES 15 MINUTES 05 SECONDS EAST, 132.49 FEET TO A POINT OF CURVATURE; THENCE 82.28 FEET SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 210.00 FEET, SUBTENDING A CHORD BEARING SOUTH 10 DEGREES 58 MINUTES 23 SECONDS WEST, 81.75 FEET; THENCE SOUTH 65 DEGREES 25 MINUTES 05 SECONDS EAST, 144.25 FEET TO THE WEST LINE OF SAID LOT 65; THENCE SOUTH 00 DEGREES 15 MINUTES 05 SECONDS EAST, 16.53 FEET ALONG LAST SAID WEST LINE TO THE POINT OF BEGINNING, CONTAINING 8,687 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**



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 65°25'05" W	132.22'
L2	N 00°07'57" E	16.48'
L3	S 65°25'05" E	138.75'
L4	S 24°34'55" W	6.26'
L5	N 65°25'05" W	166.01'
L6	N 24°34'55" E	6.26'
L7	N 00°15'05" W	138.97'
L8	N 34°56'03" W	15.00'
L9	S 00°15'05" E	132.49'
L10	S 65°25'05" E	144.25'
L11	S 00°15'05" E	16.53'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	135.00'	8.74'	S 22°43'36" W	8.74'
C2	195.00'	84.52'	N 12°09'55" E	83.86'
C3	60.00'	182.60'	N 37°44'57" W	119.86'
C4	75.00'	221.00'	S 40°31'11" E	149.29'
C5	210.00'	82.28'	S 10°58'23" W	81.75'

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**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 4	
TOWN OF WINFIELD, INDIANA	
UTILITY EASEMENT LOCATION	
PROJ. MGR.: <u>BDM</u>	SHEET
DRAWN BY: <u>BJP</u>	<b>EXHIBIT B</b>
DATE: <u>11/10/14</u>	<b>MBWII 4803</b>
SCALE: <u>1" = 100'</u>	

Dwg Name: P:\Mbwii\dwg\Surv\Final Drawings\Easement\MBWII-PH4-JE.dwg Updated By: BPFohi 11/9/2014 3:53 PM



STATE OF INDIANA  
LAKE COUNTY  
FILED PUBLIC RECORDS

2005 105920

2005 DEC -2 AM 9:53

CM 62005597L  
MAIL TAX BILLS TO:

*MICHAEL BARRETT  
909 WOODLANDS PKWY  
DEERON HILLS, IL 60061*

MICHAEL A. BROWN  
RECORDER

Tax Key No. 44-54-0007-0005;  
44-54-009-0008; 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

*116 Dec 2*

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 16<sup>th</sup> day of August, 2005.

Simon Bult  
SIMON BULT, Trustee

Ruth Bult  
RUTH BULT, Trustee

STATE OF INDIANA )  
COUNTY OF LAKE )

SS:

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 16<sup>th</sup> 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



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