

Private Drainage Easement Agreement

This Agreement is made on April 29, 2015 by and between INDIANA/ KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS JOINT APPRENTICESHIP AND TRAINING FUND, with its principal place of business located at 711 Greenwood Springs Drive, Greenwood, Indiana 46143, and also conducting vocational training and related business and maintaining offices and a training facility at 760 N. Union Street, Hobart, Indiana 46342

("Grantor"), and the INDIANA/ KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS, with its principal place of business located at 771 Greenwood Springs Drive, Greenwood, Indiana 46143, and also conducting business and maintaining offices at 780 N. Union Street, Hobart, Indiana 46342 ("Grantee" or "IKORCC").

WHEREAS, the IKORCC has been the owner of the parcel of real property that has previously been identified as Lot 1 in Carpenter's Union Center Subdivision located in the City of Hobart, County of Lake, State of Indiana, Parcel # 45-02-28-426-005.000-018 ("Original Lot 1"). The property contained areas commonly known as 780 N. Union Street (northern portion of Original Lot 1) and 760 N. Union Street (southern portion of Original Lot 1), Hobart, Indiana.

WHEREAS, IKORCC has now caused the resubdivision of Original Lot 1 in Carpenter's Union Center Subdivision by a Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision in Hobart, Indiana recorded in the Office of the Recorder of Lake County, Indiana on March 27, 2015 in Plat Book 108, Page 04 as Document No. 2015 018057. The resubdivision of Original Lot 1 created two new parcels known as Lot 1 and Lot 2 in the Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision. The new Lot 1 is the real property that is commonly known as 780 N. Union Street, Hobart, Indiana. The new Lot 2 is the property that is commonly known as 760 N. Union Street, Hobart, Indiana.

STATE OF INDIANA
LAKE COUNTY
FILED FOR REC'D

2015 MAY 12 11:00 AM
MICHAEL J. ...
2015 028311



FILED
MAY 12 2015
JOHN E. PETALAS
LAKE COUNTY AUDITOR
20289
37- non cm
1 mg
3288
RM

WHEREAS, Grantor, through a Warranty Deed from Grantee, is to be the owner of Lot 2 in the Resubdivision of Lot 1 in Carpenter's Union Center Subdivision ("Lot 2"), 760 N. Union, City of Hobart, County of Lake, State of Indiana 46368 ("Servient Estate") and more fully described as Lot 2 in the Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision in Hobart, Indiana recorded in the Office of the Recorder of Lake County, Indiana on March 27, 2015 in Plat Book 108, Page 04 as Document No. 2015 018057 (Exhibit "A"); new Parcel No. 45-09-28-126-025.000-018.

WHEREAS, Grantee is, and will continue to be, the owner of the adjacent real estate, Lot 1 in the Resubdivision of Lot 1 of Carpenter's Union Center Subdivision ("Lot 1"), 780 N. Union Street, Hobart, Indiana 46342; new Parcel No. 45-09-28-126-024.000-018 ("Dominant Estate") as described in Exhibit "A".

WHEREAS, as a result of the re-subdivision of Original Lot 1, the new Lot 2 is the property upon which are located two existing storm water drainage Detention Areas that were designed for use by, and previously served, the entire Original Lot 1, which Detention Areas are described in Exhibit "A".

WHEREAS, Grantee has determined that, in furtherance of the re-subdivision, Grantor must grant it a perpetual drainage easement and right-of-way for the purpose of maintenance, use and operation of a drainage ditch or system upon and across the lands and property of the Grantor to assure the IKORCC's right for storm and surface water from new Lot 1 to drain over and through Lot 2 into the two Detention Areas located upon, over, across and on Lot 2, and ingress and egress to the detention Areas to maintain, repair and continue the drainage easement.

WHEREAS, in consideration of the sum of Ten and no/100ths Dollars (\$10.00) paid by the Grantee to the Grantor, the Warranty Deed, and other good and valuable consideration, the



receipt of which is hereby acknowledged, Grantor has agreed to grant to the Grantee the Easement described herein.

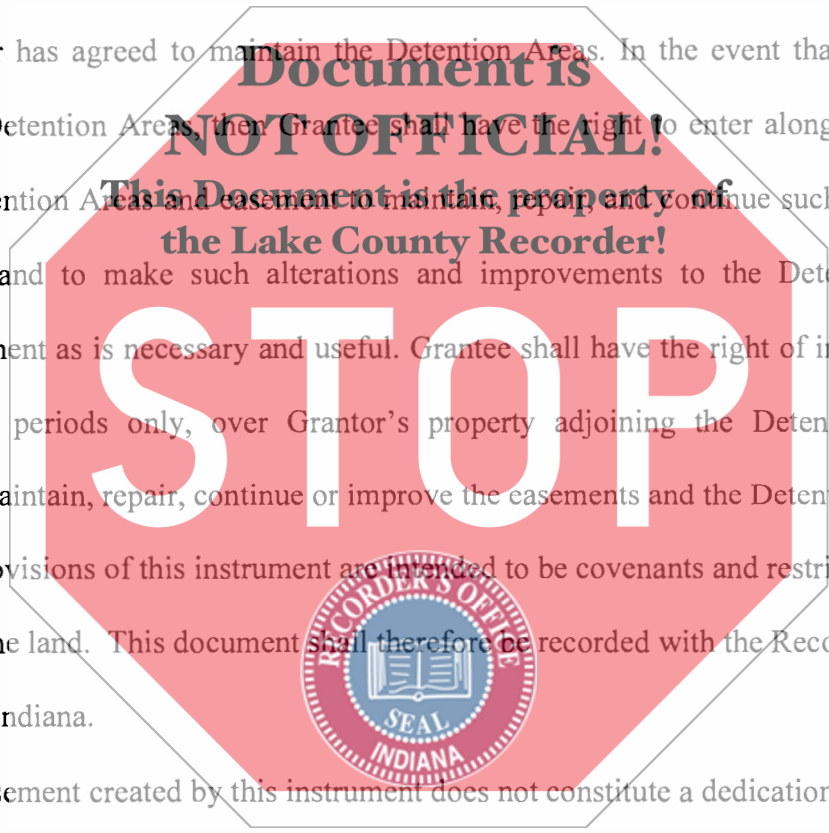
NOW, THEREFORE, for good and valuable consideration and the mutual covenants stated below, the parties agree as follows:

Grantor for itself, its successors and assigns, does hereby GRANT, CONVEY AND WARRANT unto Grantee a perpetual drainage easement and right-of-way, with the right, privilege, and authority in Grantee to maintain, use and operate a drainage ditch or structure upon and across the lands and property of the Grantor, including the use of the two Detention Areas located on Lot 2, to assure the IKORCC's right for storm and surface water from new Lot 1 to drain over and through Lot 2 and into the two Detention Areas located on Lot 2.

Grantor has agreed to maintain the Detention Areas. In the event that Grantor fails to maintain the Detention Areas, then Grantee shall have the right to enter along, under, over and upon said Detention Areas and easement to maintain, repair and continue such Detention Areas and drainage and to make such alterations and improvements to the Detention Areas and drainage easement as is necessary and useful. Grantee shall have the right of ingress and egress, for temporary periods only, over Grantor's property adjoining the Detention Areas when necessary to maintain, repair, continue or improve the easements and the Detention Areas.

The provisions of this instrument are intended to be covenants and restrictions running with the land. This document shall therefore be recorded with the Recorder of Deeds of Lake County, Indiana.

The easement created by this instrument does not constitute a dedication or grant for public use unless requested at a later time, by a public agency.



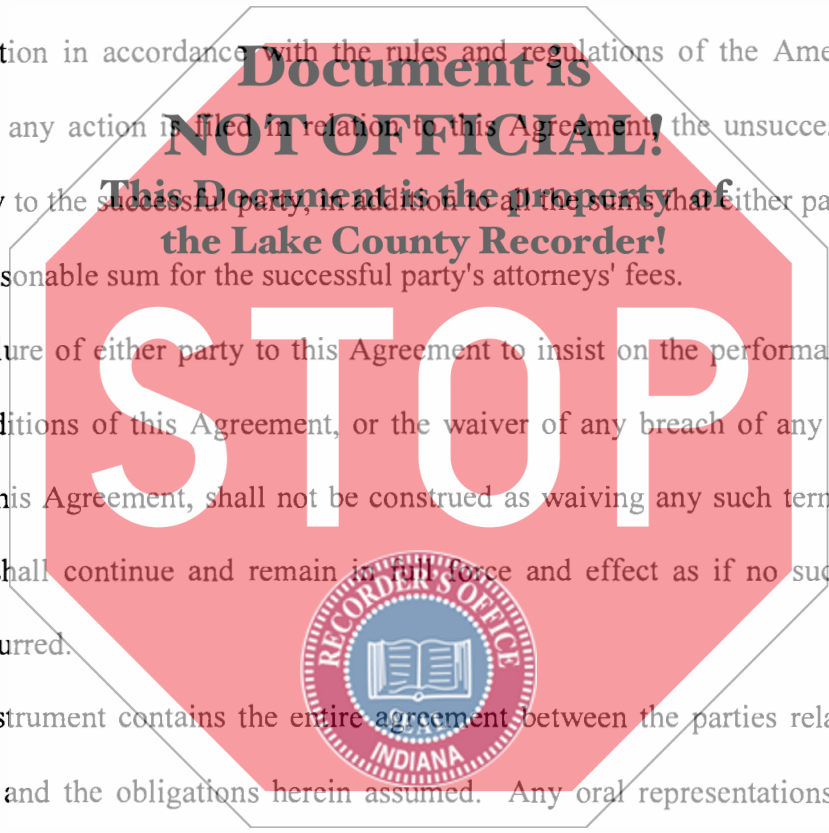
This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Grantor's real property, whether or not of record.

If Grantor should, after obtaining all necessary approvals, relocate one or both of the two Detention Areas Easement due to an unreasonable interference with the present or future use by Grantor of Lot 2, Grantor shall provide to Grantee a substitute Detention Area reasonably suited to Grantee's needs at no cost to Grantee.

This Agreement shall be governed by the laws of the State of Indiana. In the event of any dispute or controversy between the parties hereto regarding this easement and its attendant terms and conditions, the parties hereto agree that said dispute or controversy shall be submitted to binding arbitration in accordance with the rules and regulations of the American Arbitration Association. If any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

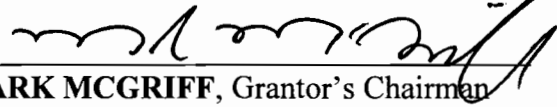
The failure of either party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.



IN WITNESS WHEREOF, Grantor(s) has hereunto set his/their hand(s) and seal(s), this 29th day of APRIL, 2015.

INDIANA/ KENTUCKY/OHIO REGIONAL
COUNCIL OF CARPENTERS JOINT
APPRENTICESHIP AND TRAINING FUND, Grantor


MARK MCGRIFF, Grantor's Chairman

STATE OF INDIANA)
County of JOHNSON) ss

On this 29th day of APRIL, 2015 personally appeared before me MARK MCGRIFF, Grantor's Chairman, and, who acknowledged the execution of the foregoing Private Drainage Easement Agreement, and who, having been duly sworn, under the penalties of perjury, stated that any representations therein contained are true and correct.



My Commission expires: 11-4-2015

IN WITNESS WHEREOF, the Grantee hereto has/have executed this instrument this 27 day of April, 2015.

[Signature] (SEAL)

Signature
Printed: **RICHARD FOUTS**, Trustee
INDIANA/KENTUCKY/OHIO REGIONAL
COUNCIL OF CARPENTERS, Grantee

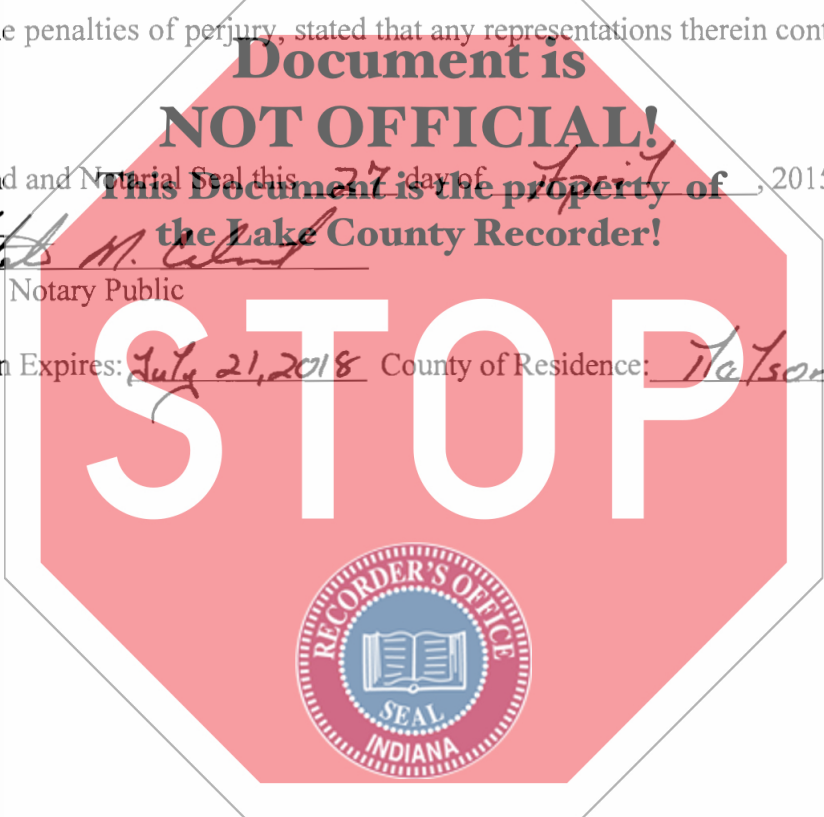
STATE OF KENTUCKY)
)SS:
COUNTY OF Jefferson)

Before me, a Notary Public in and for said County and State, this 27 day of April, 2015, personally appeared RICHARD FOUTS, Trustee, who acknowledged the execution of the foregoing Private Drainage Easement Agreement, and who, having been duly sworn, under the penalties of perjury, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 27 day of April, 2015.

Signature [Signature]
Notary Public

My Commission Expires: July 21, 2018 County of Residence: Walden



29 IN WITNESS WHEREOF, Grantee hereunto has/have executed this instrument this day of April, 2015.

 (SEAL)

Signature
Printed: DON SHERRY, Trustee
INDIANA/KENTUCKY/OHIO REGIONAL
COUNCIL OF CARPENTERS, Grantee

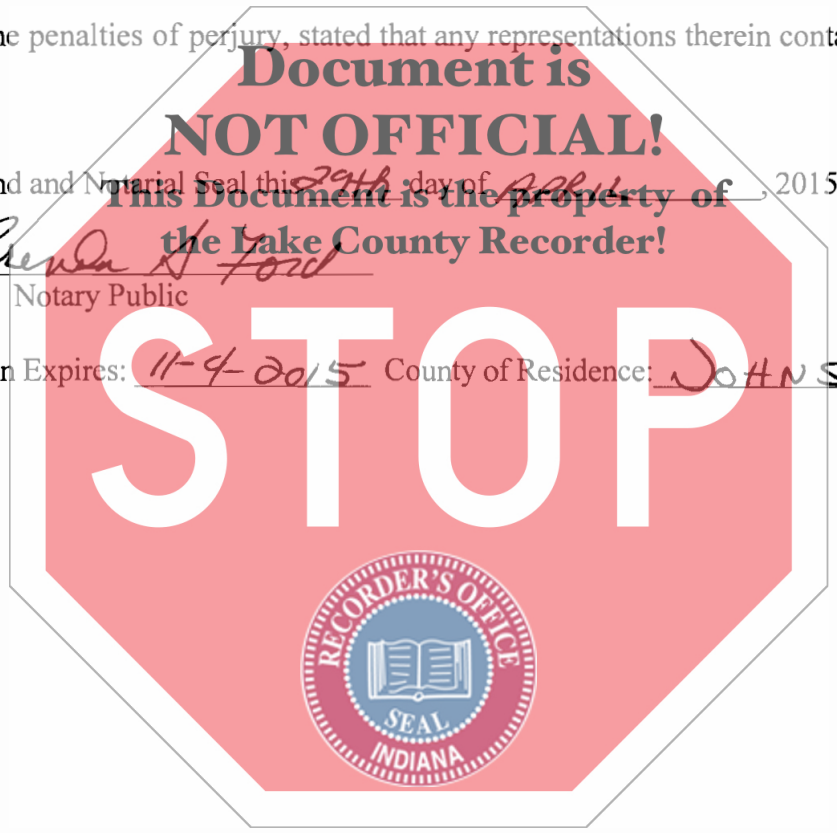
STATE OF INDIANA)
)SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, this 29th day of APRIL, 2015, personally appeared DON SHERRY, Trustee, who acknowledged the execution of the foregoing Private Drainage Easement Agreement, , and who, having been duly sworn, under the penalties of perjury, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 29th day of April, 2015.

Signature 
Notary Public

My Commission Expires: 11-4-2015 County of Residence: JOHNSON



IN WITNESS WHEREOF, Grantee has/have executed this instrument this 29 day of April, 2015.

Doug Reffitt (SEAL)
Signature
Printed: **DOUG REFFITT**, Trustee
INDIANA/KENTUCKY/OHIO REGIONAL
COUNCIL OF CARPENTERS, Grantee

STATE OF OHIO)
COUNTY OF Franklin)SS:

Before me, a Notary Public in and for said County and State, this 29 day of April, 2015, personally appeared DOUG REFFITT, Trustee, who acknowledged the execution of the foregoing Private Drainage Easement Agreement, and who, having been duly sworn, under the penalties of perjury, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 29 day of April, 2015.

Signature Susan A Lester
Notary Public



Expires: 4-30-16 County of Residence: Franklin
SUSAN A. LESTER
Notary Public, State of Ohio
My Commission Expires 04-30-16

Affirmation
I, Thomas E. Moss, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Thomas E. Moss
Thomas E. Moss

RETURN TO : Indiana/ Kentucky/Ohio Regional Council of Carpenters
771 Greenwood Springs Drive, Greenwood, Indiana 46143

PREPARED BY: Thomas E. Moss, IN Attorney No. 10204-45
Paul T. Berkowitz & Associates Ltd.
Suite 600, 123 West Madison Street, Chicago, IL 60602

Plat of Resubdivision of Lot 1 of
Carpenter's Union Center Subdivision
in Hobart, IN

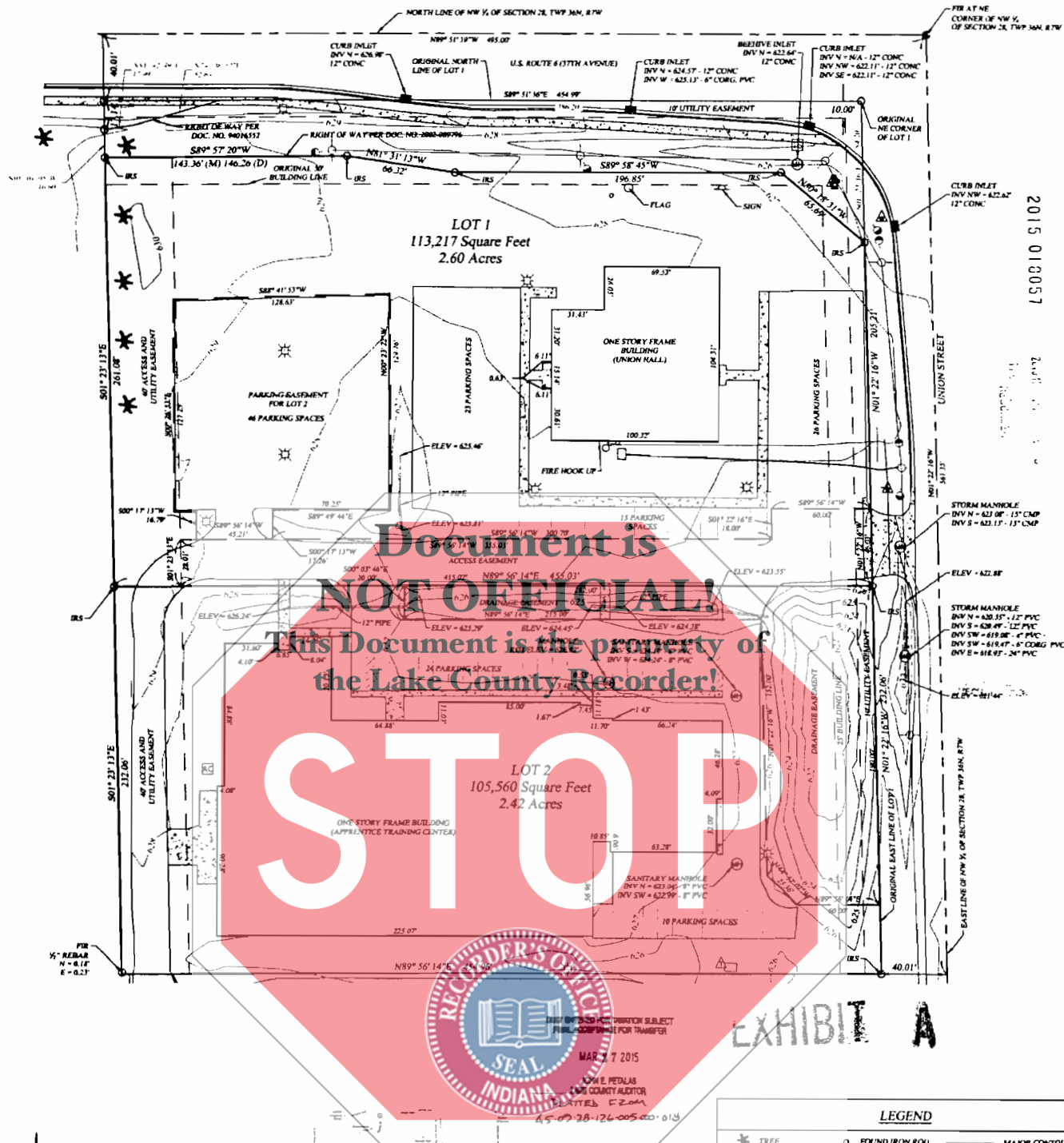
EXHIBIT A

592

LEGAL DESCRIPTION:

LOT ONE IN THE CARPENTER'S UNION CENTER SUBDIVISION TO THE CITY OF HOBART, INDIANA, RECORDED IN PLAT BOOK 85, PAGE 90, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THAT PORTION OF U.S. ROUTE 6 (37TH AVENUE), AS DESCRIBED IN DOCUMENT NUMBERS 2002-089796 AND 94016552.

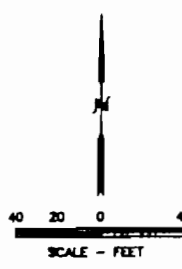
BOOK 108 PAGE 04



2015 01 0057

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!
STOP
RECORDER'S OFFICE
SEAL
INDIANA
MAR 17 2015
ADAM E. PEDLAR
LAKE COUNTY AUDITOR
BATTLES, E 2004
45-0-38-126-005-000-010

EXHIBIT A



VICINITY MAP (N.T.S.)

LEGEND	
* TREE	○ FOUND IRON ROD
▲ WATER VALVE	□ SECTION CORNER
⊕ LIGHTPOLE	○ UTILITY POLE
○ CONTROL POINT	○ GUY WIRE
⊙ MANHOLE	△ TELEPHONE POLE
▲ SIGN	⊠ TRAFFIC SIGNAL
▲ FIRE HYDRANT	⊕ CLEAN OUT
■ CURB INLET	— PROPOSED PROP. LINE
— ROW MARKER	— EASEMENT
— MAJOR CONTOUR	— MINOR CONTOUR
— ELECTRIC	— EXISTING BUILDING
— PARKING STRIPE	— SECTION LINE
— ORIGINAL PROPERTY LINE	— EASEMENT

<p>SCALE 1" = 60'</p> <p>DATE 4/24/2004</p>	<p>DESIGNER: [Signature]</p> <p>CHECKED: [Signature]</p>	<p>LAKE COUNTY RECORDER</p>	<p>Plat of Resubdivision Lot 1 of Carpenter's Union Center Subdivision Hobart, IN</p>	<p>LSW Associates, Inc. Suite 100 Parsons, IN 46380 Phone: 219-762-7024 Fax: 219-764-4381</p>	<p>REVISIONS</p>
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Plat of Resubdivision of Lot 1 of
Carpenter's Union Center Subdivision
in Hobart, IN

EXHIBIT A

2015 010057

BOOK 108 - 04

We, Indiana/Kentucky/Ohio Regional Council of Carpenters, Richard Fouts, Don Sherry, and Doug Reffin, Board of Trustees, owner of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the within plat, and that said subdivision is of our own free and voluntary act and deed. This subdivision shall be known as "Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision". All streets, alleys, parks and other public land shown and not heretofore dedicated, are hereby dedicated to the public. Front and side yard building set back lines are hereby established as shown on this plat, between which lines and the property lines of the street there shall be created or maintained no building or structure.

UTILITY EASEMENT: An easement is hereby granted to the City of Hobart, all public utility companies including Telephone Company, and Northern Indiana Public Service Company severally and private companies where they have a certificate of territorial authority to render service, and their respective successors and assigns, to install, place and maintain sewers, water mains, gas mains, conduits, poles and wires, either overhead or underground with all necessary braces, guys, anchors and other appliances in, upon, along and over the strips of land designated on the plat and marked "UTILITY EASEMENT", for the purpose of serving the public in general with sewer, water, gas, electric and telephone service, including the right to use the streets where necessary, and to overhead lots with aerial wires to serve adjacent lots, together with the right to enter upon the said easements for public utilities at all times for any and all of the purposes aforesaid and to trim and keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment. No permanent building shall be placed on said easement, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for such public utility purposes.

DRAINAGE EASEMENT: An easement is hereby granted to Lot 1 and to the City of Hobart for the maintenance of all existing detention areas, drainage swales, ditches or waterways, upon Lot 2 and along the strips of land designated on the plat and marked "Detention Area" or "Drainage Easement" constructed for the purpose of handling storm water runoff from Lot 1 onto and over Lot 2 and into the Detention Area, and to maintain, repair, and continue such Detention Areas and Drainage Easement and to make such alterations and improvements to the Detention Areas and Drainage Easement as is necessary and useful in the event of the failure to do so by the owner of Lot 2 together with the rights of ingress and egress, for temporary periods only, over the Lot 2 property adjoining the Detention Areas when necessary to maintain, repair, continue or improve the easements and the Detention Areas.

STATE OF INDIANA, COUNTY OF LAKE) SS:

Before me, the undersigned Notary Public, in and for the said County and State, personally appeared Richard Fouts, Don Sherry, and Doug Reffin, Indiana/Kentucky/Ohio Regional Council of Carpenters Board of Trustees, and acknowledge the execution of the foregoing instrument as his own voluntary act and deed for the purposes of therein expressed.

Witness my hand and Notarial Seal this ___ day of _____, 20__

Notary Public

My Commission expires _____

A resident of _____ County

STATE OF INDIANA)
COUNTY OF PORTER) SS:

I Michael A. Young, hereby certify that I am a Professional Land Surveyor, licensed in compliance with the laws of the State of Indiana; that this plat correctly represents a survey completed by me November 26, 2014; that all the monuments shown thereon actually exist and that their location, size and material are accurately shown.



Michael A. Young
DATE: 02-18-2015

MICHAEL A. YOUNG, INDIANA REGISTERED LAND SURVEYOR NO. LS20-00088
EXPIRES: 07-31-2016

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Submitted to, approved and accepted by the City Plan of the City of Hobart, Lake County, Indiana this

14 day of March, 2015

Richard Fouts
President

Don Sherry
Secretary

Submitted to, approved and accepted by the Board of Public Works and Safety of the City of Hobart, this

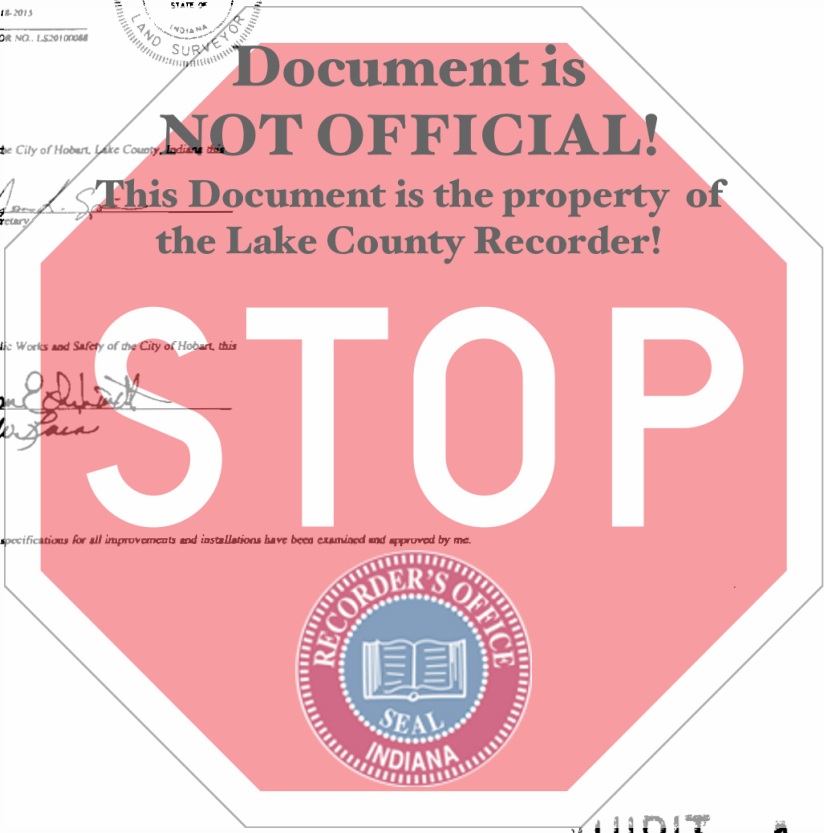
14 day of March, 2015

Richard Fouts
Don Sherry
Richard W. Fouts

STATE OF INDIANA, COUNTY OF LAKE) SS:

This is to certify that the final plat, plans and profiles and specifications for all improvements and installations have been examined and approved by me.

City Engineer



ONLY DESIGNED FOR TRANSMISSION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER

MAR 27 2015

JOHN E. PETALAS
LAKE COUNTY AUDITOR

EXHIBIT A

L A S E R S	SCALAR NTV	REVISION: N/A/MP		Plat of Resubdivision	EDW Associates, Inc., Suite 100	REVISIONS
	FILE: 00000000	ANALYSIS: DE		Lot 1 of Carpenter's	Paragon, IN 46382	
	DATE: 4/18/2014	CHECKED: NT		Union Center Subdivision	Phone: 219-762-7024 Fax: 219-764-4281	
				Hobart, IN		

**Plat of Resubdivision of Lot 1 of
Carpenter's Union Center Subdivision
in Hobart, IN**

2015 018057

BOOK 108 -- 04

EXHIBIT A

We, the undersigned, Richard Foss, Don Sherry, and Doug Reffert, Board of Trustees of the Indiana/Kentucky/Ohio Regional Council of Carpenters, owner of the real estate shown and described herein, do hereby certify that we have laid off, planted and subdivided and do hereby lay off, plant and subdivide said real estate in accordance with the within plat, and that said subdivision is of our free and voluntary act and deed. This subdivision shall be known as "Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision". All streets, alleys, parts and other public land shown and not heretofore dedicated, are hereby dedicated to the public. Front and side yard building set back lines are hereby established as shown on this plat, between which lines and the property lines of the street there shall be erected or maintained no building or structure.

UTILITY EASEMENT: An easement is hereby granted to the City of Hobart, all public utility companies including Telephone Company, and Northern Indiana Public Service Company severally and private companies where they have a certificate of territorial authority to render service, and their respective successors and assigns, to install, place and maintain sewers, water mains, gas mains, conduits, poles and wires, either overhead or underground with all necessary braces, guys, anchors and other appliances in, upon, along and over the strips of land designated on the plat and marked "UTILITY EASEMENT", for the purpose of serving the public in general with sewer, water, gas, electric and telephone service, including the right to use the streets where necessary, and to overhang lots with aerial wires to serve adjacent lots, together with the right to enter upon the said easements for public utilities at all times for any and all of the purposes aforesaid and to trim and keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment. No permanent building shall be placed on said easement, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for such public utility purposes.

DRAINAGE EASEMENT: An easement is hereby granted to Lot 1 and to the City of Hobart for the maintenance of all existing detention areas, drainage swales, ditches or waterways, upon Lot 2 and along the strips of land designated on the plat and marked "Detention Area" or "Drainage Easement" constructed for the purpose of handling storm water runoff from Lot 1 onto and over Lot 2 and into the Detention Areas, and to maintain, repair, and continue such Detention Areas and Drainage Easement and to make such alterations and improvements to the Detention Areas and Drainage Easement as is necessary and useful in the event of the failure to do so by the owner of Lot 2 together with the right of ingress and egress, for temporary periods only, over the Lot 2 property adjoining the Detention Areas when necessary to maintain, repair, continue or improve the easements and the Detention Areas.

IN WITNESS WHEREOF, the undersigned Trustee of the Indiana/Kentucky/Ohio Regional Council of Carpenters has hereunto set his hand(s) and seal(s), this 13 day of March, 2015.

Don Sherry (SEAL)
Signature

Doug Reffert
Printed: Doug Reffert, Trustee
State of Ohio, 1SS
County of Franklin

Before me, the undersigned Notary Public in and for said County and State, this 13 day of March, 2015, personally appeared Doug Reffert, Trustee of Indiana/Kentucky/Ohio Regional Council of Carpenters, who acknowledged the execution of the foregoing Plat of Resubdivision, Declarations and Easements, and who, having been duly sworn, under the penalties of perjury, stated that any representations therein contained are true and correct. Witness my hand and Notarial Seal this 13 day of March, 2015.

Signature: Susan A. Baxter
Notary Public

My Commission Expires: 4-30-16 County of Residence: Franklin



DATE ENTERED FOR TRANSFER SUBJECT
TAXPAYER ACCEPTANCE FOR TRANSFER
MAR 17 2015
JOHN E. PETALAS
LAKE COUNTY AUDITOR

	REGISTERED COPY DATE RECORDED DATE & TIME RECORDED	SUBSCRIBER'S NAME ADDRESS CITY	Plat of Resubdivision Lot 1 of Carpenter's Union Center Subdivision Hobart, IN	CIVIL Assembly Bldg, Suite 100 Portage, IN 46368 Phone: 219-762-7024 Fax: 219-764-4261	BUYER(S)
	REGISTERED COPY DATE RECORDED DATE & TIME RECORDED	SUBSCRIBER'S NAME ADDRESS CITY	Plat of Resubdivision Lot 1 of Carpenter's Union Center Subdivision Hobart, IN	CIVIL Assembly Bldg, Suite 100 Portage, IN 46368 Phone: 219-762-7024 Fax: 219-764-4261	BUYER(S)
	REGISTERED COPY DATE RECORDED DATE & TIME RECORDED	SUBSCRIBER'S NAME ADDRESS CITY	Plat of Resubdivision Lot 1 of Carpenter's Union Center Subdivision Hobart, IN	CIVIL Assembly Bldg, Suite 100 Portage, IN 46368 Phone: 219-762-7024 Fax: 219-764-4261	BUYER(S)

Plat of Resubdivision of Lot 1 of
Carpenter's Union Center Subdivision
in Hobart, IN

2015 013057

EXHIBIT A


BOOK 108 PAGE 06

We, the undersigned, Richard Fouts, Don Sherry, and Doug Reffitt, Board of Trustees of the Indiana/Kentucky/Ohio Regional Council of Carpenters, owner of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the within plat, and that said subdivision is of our free and voluntary act and deed. This subdivision shall be known as "Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision". All streets, alleys, parks and other public land shown and not heretofore dedicated, are hereby dedicated to the public. Front and side yard building set back lines are hereby established as shown on this plat, between which lines and the property lines of the street there shall be erected or maintained no building or structure.

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IN WITNESS WHEREOF, the undersigned Trustee of the Indiana/Kentucky/Ohio Regional Council of Carpenters has hereunto set his hand(s) and seal(s), this ____ day of March, 2015.

 (SEAL)
Signature

Printed: DON SHERRY, Trustee
State of Kentucky)
County of Jefferson) SS

Before me, the undersigned Notary Public in and for said County and State, this 13 day of March, 2015, personally appeared DON SHERRY, Trustee of Indiana/Kentucky/Ohio Regional Council of Carpenters, who acknowledged the execution of the foregoing Plat of Resubdivision, Declarations and Easements, and who, having been duly sworn, under the penalties of perjury, stated that any representations therein contained are true and correct.
Witness my hand and Notarial Seal this 13 day of March, 2015.

Signature: 
Notary Public
My Commission Expires 2/21/2017 County of Residence: Jefferson

REMOVED FOR REASON SUBJECT
PUBLICATION FOR TRANSFER
MAR 9 7 2015
JOHN E. PETLAK
LAKE COUNTY CLERK

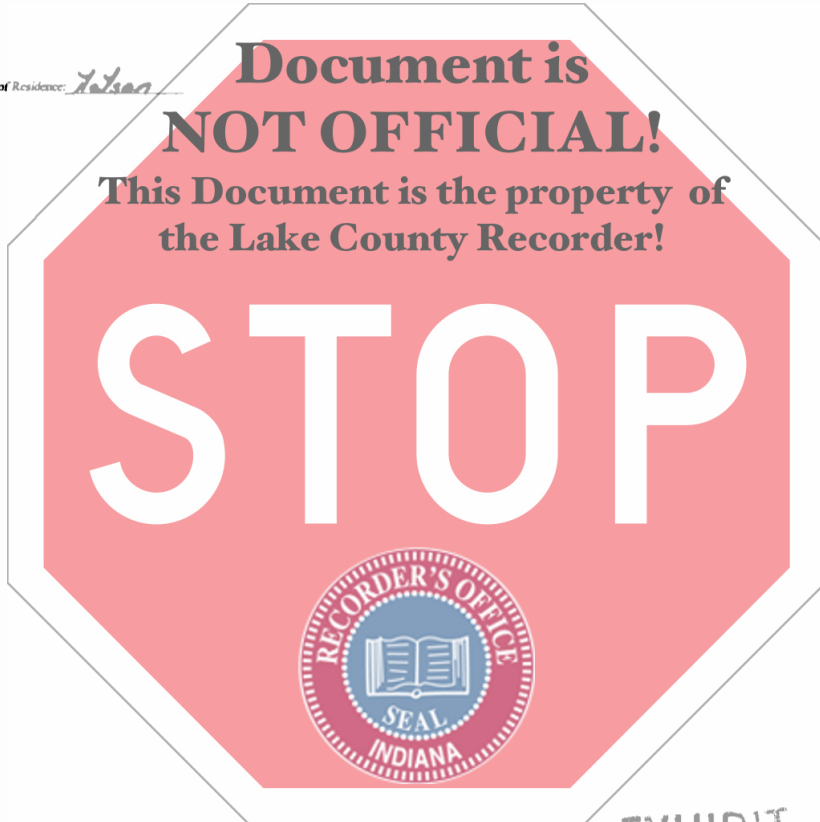


EXHIBIT A

LAKE COUNTY	SCALE: NTS	RECORDED: 03/09/15	Plat of Resubdivision Lot 1 of Carpenter's Union Center Subdivision Hobart, IN	LAW: Annette Dale, Dale MS Parsons, IN 46381 Phone: 719-763-7024 Fax: 719-764-4281	REVENUES
	FILED: 03/09/15	RECORD: 03/09/15			
	DATE: 3/16/2015	CHECKED: NT			

2015 018057

Plat of Resubdivision of Lot 1 of
Carpenter's Union Center Subdivision
in Hobart, IN

EXHIBIT A

BOOK 108 PAGE 04

We, the undersigned, Richard Foxe, Don Sherry, and Doug Reffitt, Board of Trustees of the Indiana/Kentucky/Ohio Regional Council of Carpenters, owner of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the written plat, and that said subdivision is of our free and voluntary act and deed. This subdivision shall be known as "Plat of Resubdivision of Lot 1 of Carpenter's Union Center Subdivision". All streets, alleys, paths and other public land shown and not heretofore dedicated, are hereby dedicated to the public. Front and side yard building set back lines are hereby established as shown on this plat, between which lines and the property lines of the street there shall be erected or maintained no building or structure.

UTILITY EASEMENT: An easement is hereby granted to the City of Hobart, all public utility companies including Telephone Company, and Northern Indiana Public Service Company severally and private companies where they have a certificate of territorial authority to render service, and their respective successors and assigns, to install, place and maintain sewers, water mains, gas mains, conduits, poles and wires, either overhead or underground with all necessary braces, guys, anchors and other appliances in, upon, along and over the strips of land designated on this plat and marked "UTILITY EASEMENT", for the purpose of serving the public in general with sewer, water, gas, electric and telephone service, including the right to use the streets where necessary, and to overhang lots with aerial wires to serve adjacent lots, together with the right to enter upon the said easements for public utilities at all times for any and all of the purposes aforesaid and to trim and keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment. No permanent building shall be placed on said easement, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for such public utility purposes.

DRAINAGE EASEMENT: An easement is hereby granted to Lot 1 and to the City of Hobart for the maintenance of all existing detention areas, drainage swales, ditches or waterways, upon Lot 2 and along the strips of land designated on the plat and marked "Detention Area" or "Drainage Easement" constructed for the purpose of handling storm water runoff from Lot 1 onto and over Lot 2 and into the Detention Area, and to maintain, repair, and continue such Detention Areas and Drainage Easement and to make such alterations and improvements to the Detention Areas and Drainage Easement as is necessary and useful in the event of the failure to do so by the owner of Lot 2 together with the right of ingress and egress, for temporary periods only, over the Lot 2 property adjoining the Detention Areas when necessary to maintain, repair, continue or improve the easements and the Detention Areas.

IN WITNESS WHEREOF, the undersigned Trustee of the Indiana/Kentucky/Ohio Regional Council of Carpenters has hereunto set his hand(s) and seal(s), this 13 day of March, 2015.

Richard Foxe (SEAL)
Signature

Rick Fours
Printed Name: Rick Fours, Trustee
State of Indiana)
County of LaPorte) SS

Before me, the undersigned Notary Public in and for said County and State, this 13 day of March, 2015, personally appeared Rick Fours, Trustee of Indiana/Kentucky/Ohio Regional Council of Carpenters, who acknowledged the execution of the foregoing Plat of Resubdivision, Declarations and Easements, and who, having been duly sworn, under the penalties of perjury, stated that any representations therein contained are true and correct.
Witness my hand and Notarial Seal this 13 day of March, 2015.

Signature: *Thomas E. Moss*
Notary Public
My Commission Expires: July 21, 2016 County of Residence: LaPorte

FILED HEREIN FOR TRANSFER SUBJECT
TO ACCEPTANCE FOR TRANSFER
MAR 17 2015
JOHN E. PERLAS
LAKE COUNTY RECORDER



Affirmation
I affirm, under the penalties for perjury, that I have taken reasonable care to read each Social Security number in this document, unless required by law.
Thomas E. Moss

PREPARED BY: Thomas E. Moss, IN Attorney No. 10204-45
Paul T. Berkowitz & Associates Ltd.
Suite 600, 123 West Madison Street, Chicago, IL 60602

EXHIBIT A

SEARCHED	INDEXED	LAKE COUNTY RECORDER	Plat of Resubdivision Lot 1 of Carpenter's Union Center Subdivision Hobart, IN	6300 Jasper Drive, Suite 100 Portage, IN 46388 Phone: 219-762-7024 Fax: 219-764-0361	REVISIONS
SERIALIZED	FILED				
DATE: 4/20/2015	COMMISSION EXPIRES:				