



2. **Maintenance of Easement.** Subject to the continuing responsibilities of the GRANTOR and/or any Developer or Contractor for payment of costs and expenses to repair the Property and/or undertake necessary maintenance caused by actions of GRANTOR and/or any Developer or Contractor, GRANTEE shall be responsible for any and all costs associated with the maintenance of the improved right-of-way within the Property for so long as this easement remains in force and effect. Normal maintenance shall include, but not be limited to, patching, paving, mowing, trimming, snow removal and similar activities which may be required to keep the Property in a reasonably safe condition. Any repairs or maintenance to the improved right-of-way within the Property costing in excess of Five Thousand Dollars (\$5,000) shall be subject to the prior approval of GRANTOR, with such approval not to be unreasonably withheld. GRANTOR shall issue an approval or denial of the requested maintenance to the Property, when made to GRANTOR, in writing to GRANTEE.

3. **Easement Use.** GRANTEE shall only use this non-exclusive right-of-way easement on the Property for ingress and egress for those persons who are, from time to time, members or associate members of the GRANTEE's Lakes of the Four Seasons Property Owners Association, to members of the Lakes of the Four Seasons Golf and Country Club, residents, tenants, occupants of residential buildings, and to invitees and licensees of Lakes of Four Seasons. GRANTOR shall have the right to use the Property for any purpose which does not interfere with the easement use and related rights of the GRANTEE herein bestowed. The terms and provisions of this Grant of Easement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of each of the GRANTOR and GRANTEE.

4. **Hold Harmless.** GRANTEE, its successors and assigns hereby specifically hold GRANTOR, its successors and assigns, free and harmless from any damages, injuries to any person or property caused by GRANTEE's construction, maintenance activities on the Property described, or failure to maintain the easement in a reasonably safe condition.

5. **Amendment of Easement.** GRANTOR shall have the right to amend and modify this Grant of Easement at any time, so long as GRANTOR provides at least thirty (30) days notice to GRANTEE of its intent to amend and modify in writing. This provision shall not be construed to mean repeal or rescission of said Grant. By execution hereof, GRANTEE authorizes GRANTOR to execute any appropriate instrument authorizing amendment and modification of this Grant of Easement, provided that same causes this Easement Grant to remain in full force and effect. Such amendment and modification is contemplated to permit relocation of the improved right-of-way within the Property for the continued use by GRANTEE, its successors and assigns, upon such improvement relocation being completed.

6. **Corporate Authority.** The undersigned person(s) executing this Grant of Easement represent and certify on behalf of the GRANTOR and GRANTEE that the undersigned is a duly elected Officer of either GRANTOR or GRANTEE, and has been fully empowered by public meeting action, to execute and deliver this Grant of Easement; and that the all necessary corporate action which may be legally required for granting and accepting of this Grant of Easement, has been duly taken.

[SIGNATURES ON FOLLOWING PAGES]

GRANTOR:

TOWN OF WINFIELD, Lake County, Indiana,  
a Municipal Corporation

ATTEST:

RICHARD C. ANDERSON, Jr., MBA  
Clerk-Treasurer

By:

GERALD T. STIENER,  
Town Council President



STATE OF INDIANA )

COUNTY OF LAKE )

) SS:

Before me, a Notary Public, in and for said county and State, personally appeared Gerald T. Stiener, known to me to be Town Council President and Richard C. Anderson, Jr., MBA, Clerk-Treasurer, of the TOWN OF WINFIELD, Lake County, Indiana, a Municipal Corporation, who, being duly sworn under oath by me, acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 29<sup>th</sup> day of July, 2016.



*Lori Lesniewski*  
Notary Public - Signature

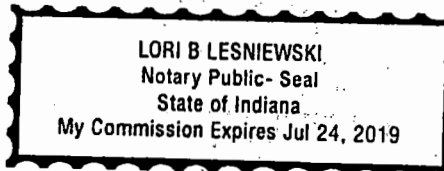
Lori Lesniewski  
Notary Public - Printed

My Commission Expires:

7/24/19

My County of Residence:

Lake





**GRANTEE:**

**LAKES OF THE FOUR SEASONS PROPERTY OWNERS ASSOCIATION, an Indiana Not-For-Profit Corporation**

**ATTEST:**

Sally R. Lugo  
(Signature)

By: [Signature]  
(Signature)

Sally R Lugo  
(Printed Name)

Jay Robinson Secretary  
(Printed Name) (Title)  
President  
(Title)



STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, personally appeared Jay Robinson Sally Lugo, known to me to be the President/Secretary of Lakes of the Four Seasons Property Owners Association, an Indiana Not-for-Profit Corporation, who, being duly sworn under oath by me, acknowledged the execution of the foregoing instrument for and on behalf of said entity.

WITNESS my hand and Notarial Seal this 10<sup>th</sup> day of August, 2016.



Ashley Korzeniewski  
Notary Public - Signature

Ashley Korzeniewski  
Notary Public - Printed

My Commission Expires:  
January 21, 2023

My County of Residence:  
Lake

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law, and this document was prepared by David M. Austgen, AUSTGEN KUIPER JASAITIS P.C., 130 N. Main Street, Crown Point, IN 46307.

Return Recorded Document to: AUSTGEN KUIPER JASAITIS P.C., c/o David M. Austgen, 130 N. Main Street, Crown Point, IN 46307