

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 059132

2016 AUG 30 AM 10:56

MICHAEL B. BROWN
RECORDER

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this 26 day of July, 2016, by the Town of Winfield, Lake County, Indiana, a Municipal Corporation, by and through its duly elected Town Council (hereinafter "GRANTOR"), and the Lakes of the Four Seasons Property Owners Association, Inc., an Indiana Not-for-Profit Corporation (hereinafter "GRANTEE"):

RECITALS

WHEREAS, GRANTOR is the record owner of a certain public right-of-way, commonly known as 117th Avenue, located within the municipal corporate boundaries of the Town of Winfield, Lake County, Indiana, which is legally described as follows:

That portion of 117th Street extending from the East line of Railroad Street to the West boundary line of Unit 10 in Lakes of the Four Seasons, as shown on plat thereof recorded in Plat Book 39, page 11 in the Office of the Lake County Recorder, located in the Southwest corner of Section 9 and the Northwest corner of Section 16, both in Township 34 North, Range 7 West of the 2nd Principal Meridian in the Town of Winfield, Lake County, Indiana, hereinafter referred to as the "Property";

and

WHEREAS, GRANTEE seeks ingress and egress for the use and benefit of those individuals who are, from time to time, members or associate members of the GRANTEE's Property Owners Association, along with those other invitees and guests of those members of the GRANTEE's Property Owners Association, and as such, GRANTOR acknowledges that the GRANTEE should be conveyed a non-exclusive easement on the Property in the present location identified, or as relocated hereafter on the property as determined appropriate by GRANTOR; and

WHEREAS, GRANTOR, being duly advised, is willing and amenable to granting an easement to the GRANTEE as specified herein, to permit safe and efficient vehicular traffic upon, over, and across the Property which shall be subject to the GRANTOR's ability to relocate the improved right-of-way within the Property upon sufficient notice being provided of said right-of-way relocation.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual Covenants contained herein, GRANTOR does hereby grant to GRANTEE, a non-exclusive easement on the Property, subject to the conditions and limitations set forth hereinafter.

COVENANTS

1. **Recitals Incorporated.** The Recitals identified hereinabove shall be incorporated herein by reference and shall be used to interpret the intent of the Parties.

NORTHWEST INDIANA TITLE
162 WASHINGTON STREET
LOWELL, IN 46356
219-696-0100

FILED

AUG 29 2016

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: J. S.

JOHN E. PETALAS
LAKE COUNTY AUDITOR

AMOUNT \$ 170
CASH _____ CHARGE _____
CHECK # 3105
OVERAGE _____
COPY _____
NON-COM _____
CLERK JS
25601

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

**Document is
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the Lake County Recorder!**

ACKNOWLEDGEMENT




STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

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 29th day of July, 2016.



Notary Public - Signature

Notary Public - Printed
INDIANA
My County of Residence:

My Commission Expires:

7/24/19

Lake

LORI B. LESNIEWSKI
Notary Public - Seal
State of Indiana
My Commission Expires Jul 24, 2019

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
(Printed Name)

Secretary
(Title)

President
(Title)

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

ACKNOWLEDGEMENT

STATE OF INDIANA)

COUNTY OF LAKE)

SS:

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 10th 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