

GRANT OF
EASEMENT FOR
DRAINAGE

SPACE RESERVED FOR
RECORDING OFFICER

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

GINA PIMENTEL
RECORDER **2021-070584**
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD 1:04 PM 2021 Dec 7

STORMWATER MANAGEMENT EASEMENT
(Individual)

Hickory Ridge Property Owner, LLC (Grantor), of the County of Lake and State of Indiana, for and in consideration of Ten Dollars (\$10.00) and the commitments herein, receipt and sufficiency of which is hereby acknowledged, represents that Grantor owns the fee simple title to the below described real estate and hereby grants and conveys to the Town of Merrillville, (Grantee), a permanent easement for the purpose of installing, operating, maintaining, and replacing storm water drainage utilities and for unrestricted ingress and egress to those storm water drainage utilities on Grantor's property which is more particularly described as:

See attached Exhibit "A" & "B" for legal description and exhibit.
Affects Tax Parcel Identification Numbers
45-12-05-276-010.000-030, 45-12-05-276-011.000-030 & 45-12-05-276-012.000-030

situated in the County of Lake, State of Indiana. The above-described real estate and improvements located thereon are herein referred to as the "Premises."

Grantor shall have and retains all rights to use and occupy the Premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the Premises may not interfere with Grantee's access or use of the Premises for the purposes herein described. Grantee agrees to work with due care in the exercise of its rights on the Premises and to restore it to the same condition or better which existed prior to the work being performed. Grantee agrees to pay for all repairs, maintenance, and damages that may be caused by the exercise of the rights herein granted.

Grantor, without limiting the interest above granted and conveyed, acknowledges that, upon payment of the agreed consideration, the easement shall be in valid and in effect. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant which runs with the land and shall be binding upon the legal representatives, successors, and assigns of Grantor. Grantee shall be obligated to maintain all material aspects and pay for all costs of the storm water drainage facilities and any additional landscaping (such as a berm) that

DISCLAIMER:

Christopher B. Burke Engineering, Ltd. and its employees do not warrant or guarantee the accuracy of the information relative to the ownership of the property covered by this instrument.

This instrument prepared by:
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

FILED
DEC 07 2021
JOHN E. PETALAS
LAKE COUNTY AUDITOR

05.10
Cuth
KX

NOT AN OFFICIAL DOCUMENT

Grantee constructs as a result of the Right of Entry and Construction Agreement or any other construction performed by Grantee or its agents. Grantee shall, no less than annually, inspect the stormwater system and dry basin to ensure that it is in good working order. In the event Grantee creates a berm, Grantee or its agents shall trim the berm to maintain it in compliance with applicable Town Code requirements. If any additional structures are built by Grantee they will be inspected annually and repaired as needed by Grantee at no cost to Grantor.

In the event any repair is required as reasonably determined by Grantor, Grantor shall send a written notice to Grantee that details the repair necessary and give Grantee 30 days to complete the repair. If after 30 days the repair is not completed, Grantor may make the repair and any reasonable cost for the repair may be billed to Grantee for reimbursement. Grantor will not be responsible for any costs associated with the maintenance or repair of the storm drainage utilities going forward.

This Easement is solely for the benefit of the Town of Merrillville and nothing herein contained shall be deemed to constitute a dedication of the same to the public absent dedication by separate specific recorded instrument.

Dated this 16 day of November, 2021.

By: *Rick Becca*
Signature

By: *[Signature]*
Signature

RICK BECCA
Print Name

Joseph Chetrit
Print Name

State of New York
~~Indiana~~
County of New York ss
~~Lake~~

This instrument was acknowledged before me on November 16, 2021
by Joseph Chetrit

(SEAL)

[Signature]
Notary Public

A _____ county resident.

My Commission Expires: April 24, 2023

LOIS HUTTER SANCHEZ
Notary Public, State of New York
No. 01HU5042516
Qualified in Queens County
Commission Expires April 24, 2023

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EXHIBIT "A"

Stormwater Management Easement Legal Description:

THAT PART OF THE EAST HALF OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

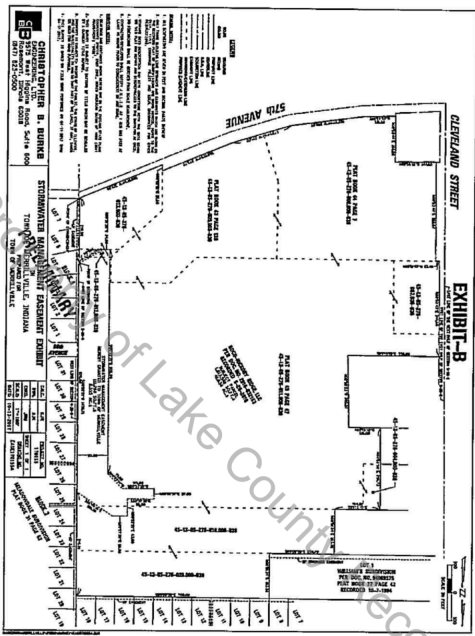
COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 4 IN MEADOWDALE SUBDIVISION, BEING A SUBDIVISION IN SAID EAST HALF OF SECTION 5 AND THE WEST HALF OF SECTION 4 IN SAID TOWNSHIP 35 NORTH AS RECORDED IN PLAT BOOK 31, PAGE 52; THENCE NORTHERLY ALONG THE WEST LINE OF SAID BLOCK 4 HAVING AN INDIANA STATE PLANE COORDINATE SYSTEM, N.A.D. 83 (2011 ADJUSTMENT) WEST ZONE GRID BEARING OF NORTH 00 DEGREES 22 MINUTES 21 SECONDS EAST A DISTANCE OF 232.78 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 60 DEGREES 47 MINUTES 25 SECONDS WEST, 100.04 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 39 SECONDS WEST, 24.00 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 21 SECONDS EAST, 808.00 FEET; THENCE NORTH 44 DEGREES 09 MINUTES 14 SECONDS WEST, 75.59 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 39 SECONDS WEST, 115.00 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 21 SECONDS EAST, 37.00 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 39 SECONDS EAST, 95.00 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 21 SECONDS EAST, 63.00 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 39 SECONDS EAST, 55.00 FEET; THENCE SOUTH 55 DEGREES 46 MINUTES 16 SECONDS EAST, 155.35 FEET TO A POINT ON THE WEST LINE OF BLOCK 3 IN SAID MEADOWDALE SUBDIVISION; THENCE SOUTH 00 DEGREES 22 MINUTES 21 SECONDS WEST, 826.00 FEET ALONG SAID WEST LINE AND ALONG THE WEST LINE OF SAID BLOCK 4 TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.555 ACRES MORE OR LESS, AFFECTING PART OF PARCEL IDENTIFICATION NUMBER 45-12-05-276-010.000-030, 45-12-05-276-011.000-030 AND 45-12-05-276-012.000-030

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