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Filed in Open Court

STATE OF INDIANA }
COUNTY OF LAKE } SS:

IN THE LAKE SUPERIOR COURT September 22, 2023

SITTING AT HAMMOND, INDIANA *SR*
Judge, Lake Superior Court
Civil Division, Court Room 5
NT

CITY OF CROWN POINT, INDIANA,)
Plaintiff,)
vs.)

CAUSE NO. 157052376 AL 00536
NON-TAXABLE

THREE BROTHERS')
INVESTMENTS LLC, and any and)
all unknown persons who might claim an)
interest in the real estate described herein,)
Defendants.)

SEP 27 2023

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

JUDGMENT ORDER

Plaintiff, City of Crown Point, Indiana, by counsel and Defendant, Three Brothers' Investments LLC, by Counsel, having filed their Stipulation for Agreed Order and the Court being duly advised in the premises, IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. Subject to, and in accordance with, the "Mutual Agreement" executed by Plaintiff and Defendant in substantially the same form as Exhibit "C", attached hereto, fee simple title to the real estate located in Crown Point, Lake County, Indiana and further described on Exhibit "A" and "B" attached hereto, is hereby vested in the City of Crown Point, Indiana.
2. Defendant, Three Brothers' Investments LLC, shall have and recover the sum of Fifty-Eight Thousand Three Hundred Eighty-Seven and 00/100 Dollars (\$58,387.00), as the total amount of just compensation for the City's appropriation and condemnation of the aforementioned real estate.
3. Payment shall be made directly from the Plaintiff to the Defendant within sixty days of this Judgment Order.
4. All parties shall bear their own costs of this action and this Judgment Order shall be recorded in the Office of the Recorder of Lake County, Indiana.
5. The presently-scheduled October 18, 2023 hearing is VACATED. This matter stands in all ways disposed.

FILED

SEP 27 2023

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

*DL
RM*

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2023-027671
1:19 PM 2023 Sep 27
GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
RECORDED AS PRESENTED

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CAUSE NO. 45D05-2308-PL-536

SO ORDERED on September 22, 2023



JUDGE, LAKE SUPERIOR COURT
STEPHEN E. SCHEELE

Property of Lake County Recorder

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LEGAL DESCRIPTION

EXHIBIT "A"

Project: VETERANS MEMORIAL TRAIL PHASE 2
Tax I.D.: 45-16-05-487-006.000-042

Parcel: 15 Fee
Sheet: 1 of 1

A part of Lot 1 in North Street Subdivision, an addition to Crown Point, Indiana, the plat of which is recorded as Instrument 2014-026018, Book 107, Page 11 (all referenced documents are recorded in the Office of the Recorder of Lake County, Indiana), being a part of the Southeast Quarter of Section 5, Township 34 North, Range 8 West, Lake County, Indiana, and being that part of the grantor's land described in Instrument 2014-028520, lying within the right-of-way lines depicted on the attached Right-Of-Way Parcel Plat marked Exhibit "B", more particularly described as follows: Beginning at the southwest corner of said Lot; thence North 0 degrees 35 minutes 40 seconds West (bearings based on a location control route survey recorded as Instrument 2022-020602) 8.17 feet along the west line of said Lot; thence South 89 degrees 41 minutes 7 seconds East 30.82 feet to the point designated as "2021" on said Parcel Plat; thence North 75 degrees 53 minutes 38 seconds East 36.14 feet to the point designated as "2022" on said Parcel Plat; thence South 89 degrees 41 minutes 7 seconds East 150.01 feet to the point designated as "2023" on said Parcel Plat; thence North 56 degrees 26 minutes 40 seconds East 17.54 feet to the east line of said Lot, designated as point "2024" on said Parcel Plat; thence South 0 degrees 35 minutes 40 seconds East 10.16 feet along said east line to a south east corner of said Lot on the northern right-of-way of North Street; thence South 55 degrees 49 minutes 40 seconds West 30.01 feet along said northern right-of-way and the southeastern line of said Lot; thence North 89 degrees 41 minutes 16 seconds West 206.03 feet along said northern right-of-way and the south line of said Lot to the point of beginning and containing 0.078 acres, more or less.

Given this 7th day of July 2022.

Michelle A. Watts

Michelle A. Watts, P.S.
Registered Land Surveyor
State of Indiana, Surveyor No. 21100021



This description was prepared for the City of Crown Point by Butler, Fairman & Seufert, Inc.

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PLAT Exhibit B

PARCEL: 15
PROJECT: 658700.000
TRAIL NAME: CROWN POINT
COUNTY: LAKE
SECTION: 5
TOWNSHIP: 34 N.
RANGE: 8 W.

OWNER: THREE BROTHERS' INVESTMENT, LLC
INSTRUMENT: 2014-028520, DATED 04/01/2014

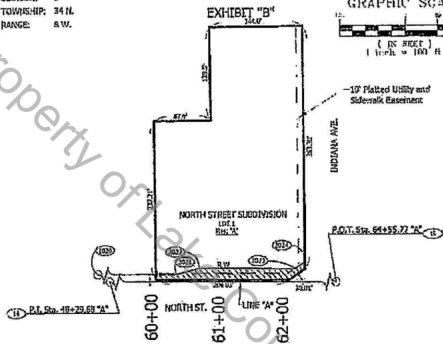
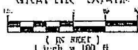
DRAWN BY: RJM 05/13/2022
CHECKED BY: MAW 08/03/2022
SCALE: 1" = 100'
SHEET 1 OF 1



HATCHED AREA IS THE APPROXIMATE TAKING

NOT AN OFFICIAL DOCUMENT FOR RECORD OR CONVEYANCE PURPOSES. IT IS SUBJECT TO THE PUBLIC RECORD ACT AND THE RECORDS ACT OF INDIANA.

GRAPHIC SCALE



PARCEL COORDINATE CHART					
POINT	STATION	OFFSET	CL	NORTH	EAST
2020	68+88.01	11.00' LL	"A"	380587.1388	798428.9045
2021	60+40.00	11.00' LL	"A"	380588.1884	798499.8933
2022	60+78.00	20.00' LL	"A"	380585.0040	798604.9442
2023	62+25.01	20.00' LL	"A"	380584.1502	798784.8485
2024	PL(62+39.91)	30.00' LL	"A"	380604.0982	798790.9015

SEE LOCATION CONTROL ROUTE SURVEY PLAT FOR POINTS 14-16.

NOTE: STATIONS AND OFFSETS CONTROL OVER BOTH NORTH AND EAST COORDINATES AND BEARING AND DISTANCES.

SURVEYORS STATEMENT
 To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey Plat" recorded as Instrument # 2022-035602 in the Office of the Recorder of Lake County, Indiana, (incorporated and made a part hereof by reference) comprise a Record Survey conducted in accordance with Indiana Administrative Code 89S IAC 1-22, ("Title 12").

RIGHT-OF-WAY PARCEL PLAT
 Prepared for - CITY OF CROWN POINT by
 Indus, Palmer and Seifert, Inc. (647/63.5500)
 647-635-5500
 www.induspalmer.com

Michelle A. Watts 08/05/2022
 REGISTERED
 No. 1821100021
 8/3/2018
 WYANDOTTE
 LAND SURVEYOR
 Date: P.S. 21100021

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EXHIBIT C

Mutual Agreement

This Mutual Agreement (this "Agreement") is dated August 29, 2023 between the City of Crown Point, Indiana ("City") and Three Brothers' Investments LLC ("TBI").

RECITALS

Whereas, TBI is the owner of certain real property located in the City of Crown Point, County of Lake, contiguous along the Northern boundary of North Street and the Western boundary of Indiana Avenue, more commonly known as 802 East North Street, Crown Point, Indiana 46307, more particularly described in Exhibit A, attached hereto and incorporated herein, and the approximate location of which is graphically depicted in the Site Plan, attached hereto as Exhibit B and incorporated herein (the "Property");

Whereas, TBI leases the Property to its affiliate, Family Express Corporation (individually, "FEC" and collectively, with TBI, "Grantors") which operates a convenience store with fueling facilities on the Property;

Whereas, the City is in the process of initiating the Indiana Department of Natural Resources Next Level Trail improvement project commonly referred to as the Veteran Memorial Trail Phase 2 in the City consisting of a new multi-use trail with public access routes from approximately the intersection of North St. and Indiana Ave. and terminating at Summit St. (the "Trail Improvements");

Whereas, in order to complete the Trail Improvements, the City has requested that TBI agree to sell to the City certain real property consisting of a portion of the Property in the amount of 0.078 Acre (3,393 SF), along with any improvements thereto, in fee simple (collectively, the "Subject Property Rights"), all as more particularly described in a certain letter from EA Right of Way Associates, Inc. ("EA") dated April 20, 2023 together with the accompanying documents identified therein (collectively, the "Acquisition Documents"), a copy of which is attached hereto as Exhibit C and incorporated herein, and the location of which are graphically depicted on the Site Plan; and

Whereas, subject to the terms and conditions set forth in this Agreement, TBI is willing to sign the Acquisition Documents and to sell the Subject Property Rights to the City;

AGREEMENT

Wherefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged and intending to be bound, the parties agree as follows:

1. The Recitals are an integral part of this Agreement and are hereby incorporated in and made a part of this Agreement as if fully set forth herein.
2. Notwithstanding anything to the contrary contained in the Acquisition Documents, the execution and delivery of the Acquisition Documents by TBI hereby are made expressly

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subject to the terms and conditions contained in this Agreement. In that regard, in consideration of TBI's agreement to sell the Subject Property Rights to the City in accordance with the Acquisition Documents, the City hereby agrees that, notwithstanding anything to the contrary in the Acquisition Documents:

a. The City represents, warrants and covenants, and Grantors may rely upon, and benefit from, the following:

- i. Except for only the concrete comprising the driveway leading to the Property from East North Street and the sidewalks parallel to East North Street, as well as the grass and vegetation, all as shown in the Subject Property Rights of the Site Plan, including, without limitation, the underground storage tanks, signage, lighting, underground electrical components, and all other improvements located within the Property (above-ground and underground) will not be disturbed, modified and/or relocated by reason of the Trail Improvements and the same may remain in their current, existing, fixed locations both during the construction, and upon the completion, of the Trail Improvements in full compliance of all applicable law, regulations and ordinances;
- ii. Pursuant to the City's Code of Ordinances, the setback requirements applicable to the Property and the improvements situated thereon will not be impacted by the Trail Improvements, and accordingly, except as otherwise specifically set forth in Section 3, below, all of the improvements on the Property including, without limitation, the buildings, canopies, signage and underground storage tanks existing on the Property, and any future replacements of the same, thereto, will remain fully compliant with City ordinances and regulations in their current locations, without modification and/or relocation during construction and after completion of the Trail Improvements, and no variances will be required for the same.
- iii. During any time that any vehicular or pedestrian access to the Property including, without limitation, driveways and sidewalks, is under construction: (u) Grantors may install temporary signage directing the public to use the alternative access; (v) City shall ensure that during construction of the Trail Improvements, City shall take any measures necessary to minimize disruptions and inconvenience to Grantors and its employees, customers, vendors, and visitors; (w) City shall provide Grantors with prior written notice of not less than thirty (30) days prior to any street closures or access restrictions related to the Trail Improvements; (x) City shall ensure that the Property, and any ingress and egress thereto, shall remain accessible to the public during the construction of the Trail Improvements; (y) City shall coordinate with Grantors to establish alternative routes or access points during the construction of the Trail Improvements, including, without limitation, during construction of the Trail Improvements in the area of the driveway on East North Street, ensuring that vehicular and pedestrian ingress and egress to and from East North Street shall remain open on at least one-half (1/2) of the driveway at all times; and (z) City shall promptly restore normal street traffic flow and access to and from the Property upon completion of Trail Improvements.

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b. The City shall implement and adhere to the specifications provided under Exhibit D, attached hereto and incorporated herein (the "Contractor Coordination Specification"), and shall cause the same, in exactly the form and substance as set forth under Exhibit D, to be instituted and used in connection with the development and construction of the Trail Improvements on a uniform and consistent basis including, without limitation, requiring the same appear on all appropriate plans, specifications and/or other design/construction documents and that all appropriate contractors adhere to same.

c. The City shall implement and adhere to the specifications provided under Exhibit E, attached hereto and incorporated herein (the "Maintenance of Traffic") and shall cause the same, in exactly the form and substance as set forth under Exhibit E, to be instituted and used in connection with the development and construction of the Trail Improvements on a uniform and consistent basis including, without limitation, requiring the same appear on all appropriate Maintenance of Traffic sheets on all appropriate plans, specifications and/or other design/construction documents and that all appropriate contractors adhere to same;

d. The Subject Property Rights as set forth in the Acquisition Documents including, without limitation, the location, size and configuration of the new driveway approach and curb cut are exactly the same as those that are shown in the Site Plan.

e. Upon full execution of this Agreement, the City hereby assumes the full and sole responsibility for the condition, operation, repair, replacement and maintenance of the Subject Property Rights.

f. Upon completion of Trail Improvements, the City shall, at the City's sole cost and expense, cause the locations on the Property in and around the Subject Property Rights to be restored to substantially the same condition as they were before the commencement of the Trail Improvements, including without limitation the replacement of cement, asphalt, topsoil, reseeding or planting sod of grass and other vegetation.

g. The City shall ensure that the existing grade of the Subject Property Rights shall not be changed without prior approval of TBI and agrees to restore the grade of the Subject Property Rights to its original condition to the same quality and character as shall exist from time to time before the performance of the City's work, after the completion of any construction, maintenance or repair thereon.

3. After full execution of this Agreement, the City shall, within sixty (60) days execute and deliver to TBI a check, or other acceptable form of payment, made payable to TBI in the amount of Fifty-Eight Thousand Three Hundred Eighty-Seven and 00/100 Dollars (\$58,387.00) (the "Compensation"), which shall constitute payment for the Subject Property Rights. Notwithstanding anything to the contrary in Acquisition Documents, in the event that Grantors shall be obligated by the City to remove, relocate or otherwise displace certain Improvements on the Property (the "Relocation"), the City shall: (a) provide to Grantors a Site Plan of the Relocation, whereby all new proposed locations in association with such Relocation shall be fully compliant with the City's ordinances and regulations in their new location(s) following the completion of the Trail Improvements, and which shall further be subject to

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Grantors' approval in each instance prior to the commencement of the Relocations; (b) directly reimburse, or otherwise cause to be made to Grantors an administrative settlement, or any other appropriate administrative remedy, pursuant to which the City shall reimburse TB1 for any additional costs incurred by Grantors to effectuate the Relocation within sixty (60) days after a submitted invoice for the same; (c) waive all permit fees for work to be completed in association with any such Relocation; and (d) cooperate with Grantors, in good faith, and to do or cause to be done all reasonable things which may be necessary or desirable to promptly facilitate the issuance of the Permits as necessary for Grantors to perform the Relocation prior to the commencement of any construction of the Trail Improvements.

4. Miscellaneous

a. This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, personal representative, successors and assigns.

b. The Acquisition Documents are hereby amended to incorporate the terms and conditions set forth in this Agreement, all of which are incorporated in and made a part of this Agreement as if fully set forth herein. Except as provided by this Agreement, no further modification to the Acquisition Documents shall be necessary to set forth the entire, integrated understanding and agreement of the parties with respect to the subject matter hereof. This Agreement, together with the Exhibits, contains the entire agreement between the undersigned parties, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning the subject matter of this Agreement. In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the Acquisition Documents, the terms and conditions in this Agreement shall control. This Agreement shall not be altered, amended, changed, or modified except in writing executed by all of the undersigned parties.

c. This Agreement shall be governed by and construed in accordance with the laws of Indiana. Any action to enforce any of its provisions shall be filed in the state courts of Indiana - Lake County. In any legal action arising out of or relating to the Agreement, the prevailing party shall be entitled to reimbursement to court costs and reasonable attorneys' fees.

d. The parties executing this Agreement representing that they hold the requisite authority to bind the referenced parties.

THREE BROTHERS' INVESTMENTS
LLC

CITY OF CROWN POINT

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____