

FILED

Sep 16 2021

Vicki Urbanik

AUDITOR PORTER COUNTY

2021-028735

STATE OF INDIANA

PORTER COUNTY

FILED FOR RECORD

09/16/2021 01:19 PM

CHUCK HARRIS, RECORDER

REC FEE: 25.00

PAGES: 8

2021-028734

WARRANTY DEED OF EASEMENT

This Indenture Witnesseth that Rainbow Community, Inc., an Indiana corporation, by its duly authorized corporate officer, states as follows:

That Rainbow Community, Inc., an Indiana corporation, was formerly the current fee simple owner of a parcel of improved real estate that is described on attached Exhibit A (the "Parent Parcel"), which parcel contains approx. 9.11 acres.

That Rainbow Community, Inc. has heretofore transferred a portion of the Parent Parcel to KP Holding, LLC-S Rainbow MHP Series d/b/a Rainbow MHP LLC, which portion consists of approx. 5.11 acres, and which portion is currently being used as a mobile home park and is more particularly described on attached Exhibit B (the "Dominant Estate").

That Rainbow Community, Inc., following the above-described transfer, has retained ownership of the remaining portion of the Parent Parcel, which portion consists of approx. 4.00 acres, which remaining portion is more particularly described on attached Exhibit C (the "Servient Estate").

That Rainbow Community, Inc. intends to convey by this Deed of Easement a sewer utility easement over, across and upon that part of the Servient Estate retained by Rainbow Community, Inc., which sewer utility easement is more particularly described on attached Exhibit D (the "Easement").

NOW THEREFORE, Rainbow Community, Inc., an Indiana corporation (hereinafter referred to as the "Grantor"), **CONVEYS AND WARRANTS** to KP Holding, LLC-S Rainbow MHP Series d/b/a Rainbow MHP LLC, an Indiana series limited liability company (hereinafter referred to as the "Grantee") for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, a perpetual Easement for both public and private utilities and attendant purposes, including but not limited to sewer pipes, sewer lines, and lift stations, together with all necessary appurtenances as determined reasonable by the Grantee or its successors, assigns and grantees, incident thereto in, over, under and upon the that portion of the real property described as the Servient Estate, which Easement is more particularly described on attached Exhibit D, including but not limited to the right to enter upon the land for construction, maintenance and repair of such public or private utilities and to remove all necessary material or objects incident thereto, with the right, privilege and authority in Grantee, and its successors, assigns and grantees, at its own expense, to enter upon, dig, lay, erect, construct, install,

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NC

COPY PORTER COUNTY RECORDER PAGE 1 OF 8

Order: 23-20973

Doc: INPRTR:2021 28735

Sales Disclosure NOT Required
Porter County Assessor DM

HOLD FOR MERIDIAN TITLE CORP.

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Requested By: hegannon, Printed: 8/22/2023 11:21 AM

reconstruct, operate, maintain, patrol, continue, repair, keep in repair, deepen, replace and renew, with all necessary and convenient equipment, facilities, service pipes, lines and connections therefore, and to operate by means thereof a system for such collection, carriage, transmission, disbursement, distribution and provision as shall be hereafter located and constructed in, on, upon, along, under, over and across the Easement.

The Grantee, and its successors, assigns and grantees, shall have the right, at its expense, to enter along, over and upon the Easement for the purpose permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful for such purposes; further, the Grantee, and its successors, assigns and grantees, shall have the right of ingress and egress over adjoining premises and lands when necessary and without doing damage to the adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Easement.

In consideration for the Grantor's conveyance of the Easement, Grantee agrees to indemnify, defend and hold Grantor harmless from and against any direct injury, loss, damage or liability, costs or expenses (including reasonable attorneys' fees and court costs) resulting from its use of the Easement, except to the extent attributable to the negligent or intentional act or omission of the Grantor or its transferees, successors, assigns, servants or agents.

The Grantor covenants for itself, and its transferees, successors, and assigns, that Grantor shall not erect or maintain any building or other structure or obstruction on or over the Easement granted herein, and gives the Grantee the right to remove any such obstruction, or grant additional Easements over, across or on the Servient Estate in which the perpetual Easement is hereby granted, except by express written permission from the Grantee, in accordance with the terms thereof, which permission, when in writing and recorded, shall run with the real estate.

Full right and authority is hereby granted unto the Grantee, and its successors, assigns and grantees, to assign or convey to another or others, this Easement.

The Grantor hereby covenants that Grantor is the owner in fee simple of the Servient Estate, is lawfully seized thereof, and has good right to grant and convey the foregoing Easement herein. The Grantor further guarantees the quiet possession hereof and shall warrant and defend Grantee's title to the Easement against all lawful claims.

This Warranty Deed for Easement shall be binding upon the Grantor, and the Grantor's successors, assigns, transferees and grantees, and upon all other parties claiming by, through or under the Grantor, and the same shall inure to the benefit of the Grantee herein, and its successors, transferees and assigns.

THIS DOCUMENT IS PAID FOR THE SOLE USE OF PROPERTY INSIGHT AND SHOULD NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

Witness whereof, the Grantor has hereunto set its hand this 8th day of September, 2021.

RAINBOW COMMUNITY, INC.

By:

Jacob M. Pasternac
Jacob M. Pasternac, President

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jacob M. Pasternac, as President of Rainbow Community, Inc., an Indiana corporation, who acknowledged the execution of the above and foregoing Warranty Deed of Easement as the free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and official seal this 8th day of September, 2021.

Janet L. O'Hara
Janet L. O'Hara, Notary Public

My Commission Expires: 12/03/2027

County of Residence of Notary Public: Porter County

I affirm, under the penalties of perjury, that I have taken reasonable care to redact Social Security number in this document, unless required by law.

/s/ Adam D. Decker (#17926-64)

This instrument prepared by Adam D. Decker, Attorney at Law, 10200 Broadway, Crown Point, IN 46307.

GRANTEE'S ADDRESS

10769 Broadway

SUITE 307

CROWN POINT, INDIANA 46307



THIS DOCUMENT IS PROVIDED FOR THE SOLE USE OF PORTER COUNTY, INDIANA. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

EXHIBIT A

PARENT PARCEL

A parcel of land in the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 37 North, Range 6 West of the Second Principal Meridian in the Town of Burns Harbor, Porter County, Indiana, described as follows:

Commencing at the Northwest corner of said Quarter-Quarter Section; thence South 89 degrees 20 minutes 30 seconds East along the North line of said Quarter-Quarter Section 150.00 feet to the Point of Beginning; thence continuing South 89 degrees 20 minutes 30 seconds East along said North line 359.24 feet to a point which is 153.00 feet West of the Northeast corner of the West $\frac{1}{2}$ of said Quarter-Quarter Section; thence South 00 degrees 39 minutes 30 seconds West perpendicular to said North line 170.00 feet; thence South 89 degrees 20 minutes 30 seconds East parallel with said North line 152.28 feet to a point on a line which is 3.00 feet West of and parallel with the East line of the West $\frac{1}{2}$ of said Quarter-Quarter Section; thence South 00 degrees 06 minutes 30 seconds East along said parallel line 326.81 feet; thence South 83 degrees 22 minutes 36 seconds West 164.60 feet; thence South 48 degrees 47 minutes 42 seconds West 656.59 feet to a point on the West line of said Quarter-Quarter Section, said point being 370.27 feet North of the Southwest corner of said Quarter-Quarter Section; thence North 00 degrees 09 minutes 30 seconds West along said West line 785.98 feet; thence South 89 degrees 20 minutes 30 seconds East parallel with said North line 150.00 feet; thence North 00 degrees 09 minutes 30 seconds West parallel with said West line 170.00 feet to the point of beginning, containing 9.11 acres, more or less.

36-2-7-10-1 OFFICIAL COPIES MAY BE OBTAINED AT THE COUNTY RECORDER'S OFFICE.

EXHIBIT B

DOMINANT ESTATE PARCEL CONVEYED TO KP HOLDING, LLC-S RAINBOW MHP SERIES d/b/a RAINBOW MHP LLC

(THIS LEGAL DESCRIPTION WAS WRITTEN AND PREPARED BY JOHN STUART ALLEN, AN INDIANA PROFESSIONAL SURVEYOR WITH TORRENGA SURVEYING, LLC, LICENSE NUMBER 29900011 AND ORIGINALLY DEPICTED ON A PLAT OF SURVEY DATED AUGUST 20, 2021 AND HAVING A JOB NUMBER OF 2021-0815):

Part of a parcel of land described in a Warranty Deed recorded as Instrument Number 2004-023394 being a parcel of land in the West One-Half of the Southeast Quarter of the Southeast Quarter of Section 33, Township 37 North, Range 6 West of the Second Principal Meridian, in the Town of Burns Harbor, Porter County, Indiana, described as follows:

Commencing at the Northwest corner of said Quarter Quarter Section; thence South 89 degrees 20 minutes 30 seconds East along the North line of said Quarter Quarter Section, a distance of 150.00 feet to the Point of Beginning; thence continuing South 89 degrees 20 minutes 30 seconds East along said North line, a distance of 359.24 feet to a point which is 153.00 feet West of the Northeast corner of the West One-Half of said Quarter Quarter Section; thence South 00 degrees 39 minutes 30 seconds West perpendicular to said North line, a distance of 170.00 feet; thence South 89 degrees 20 minutes 30 seconds East parallel with said North line, a distance of 152.28 to a point on a line which is 3.00 feet West of and parallel with the East line of the West One-Half of said Quarter Quarter Section; thence South 00 degrees 06 minutes 30 seconds East along said parallel line, a distance of 66.70 feet; thence North 89 degrees 20 minutes 30 seconds West, a distance of 164.60 feet; thence South 57 degrees 12 minutes 23 seconds West, a distance of 312.78 feet; thence North 89 degrees 20 minutes 30 seconds West, a distance of 147.65 feet; thence South 46 degrees 55 minutes 10 seconds West, a distance of 132.88 feet to a point on the West line of said Quarter Quarter Section; thence North 00 degrees 09 minutes 30 seconds West along said West line 331.03 feet; thence South 89 degrees 20 minutes 30 seconds East parallel with said North line 150.00 feet; thence North 00 degrees 09 minutes 30 seconds West parallel with said West line 170.00 feet to the point of beginning; said parcel containing 4.00 acres, more or less, and subject to all existing easements and right of way.

EXHIBIT C

SERVIENT ESTATE PARCEL RETAINED BY RAINBOW COMMUNITY, INC.

(THIS LEGAL DESCRIPTION WAS WRITTEN AND PREPARED BY JOHN STUART ALLEN, AN INDIANA PROFESSIONAL SURVEYOR WITH TORRENGA SURVEYING, LLC, LICENSE NUMBER 29900011 AND ORIGINALLY DEPICTED ON A PLAT OF SURVEY DATED AUGUST 20, 2021 AND HAVING A JOB NUMBER OF 2021-0815):

A parcel of land in the West One-Half of the Southeast Quarter of the Southeast Quarter of Section 33, Township 37 North, Range 6 West of the Second Principal Meridian, in the Town of Burns Harbor, Porter County, Indiana, described as follows:

Commencing at the Northwest corner of said Quarter Quarter Section; thence South 89 degrees 20 minutes 30 seconds East along the North line of said Quarter Quarter Section 150.00 feet to the point of beginning; thence continuing South 89 degrees 20 minutes 30 seconds East along said North line 359.24 feet to a point which is 153.00 feet West of the Northeast corner of the West One-Half of said Quarter Quarter Section; thence South 00 degrees 39 minutes 30 seconds West perpendicular to said North line 170.00 feet; thence South 89 degrees 20 minutes 30 seconds East parallel with said North line 152.28 to a point on a line which is 3.00 feet West of and parallel with the East line of the West One-Half of said Quarter Quarter Section; thence South 00 degrees 06 minutes 30 seconds East along said parallel line 326.87 feet; thence South 83 degrees 22 minutes 36 seconds West 164.60 feet; thence South 48 degrees 47 minutes 42 seconds West 656.59 feet to a point on the West line of said Quarter Quarter Section, said point being 370.27 feet North of the Southwest corner of said Quarter Quarter Section; thence North 00 degrees 09 minutes 30 seconds West along said West line 785.98 feet; thence South 89 degrees 20 minutes 30 seconds East parallel with said North line 150.00 feet; thence North 00 degrees 09 minutes 30 seconds West parallel with said West line 170.00 feet to the point of beginning,

Except the following described parcel:

Part of a parcel of land described in a Warranty Deed recorded as Instrument Number 2004-023394 being a parcel of land in the West One-Half of the Southeast Quarter of the Southeast Quarter of Section 33, Township 37 North, Range 6 West of the Second Principal Meridian, in the Town of Burns Harbor, Porter County, Indiana, described as follows:

Commencing at the Northwest corner of said Quarter Quarter Section; thence South 89 degrees 20 minutes 30 seconds East along the North line of said Quarter Quarter Section, a distance of 150.00 feet to the Point of Beginning; thence continuing South 89 degrees 20 minutes 30 seconds East along said North line, a distance of 359.24 feet to a point which is 153.00 feet West of the Northeast corner of the West One-Half of said

Quarter Quarter Section; thence South 00 degrees 39 minutes 30 seconds West perpendicular to said North line, a distance of 170.00 feet; thence South 89 degrees 20 minutes 30 seconds East parallel with said North line, a distance of 152.28 to a point on a line which is 3.00 feet West of and parallel with the East line of the West One-Half of said Quarter Quarter Section; thence South 00 degrees 06 minutes 30 seconds East along said parallel line, a distance of 66.70 feet; thence North 89 degrees 20 minutes 30 seconds West, a distance of 164.60 feet; thence South 57 degrees 12 minutes 23 seconds West, a distance of 312.78 feet; thence North 89 degrees 20 minutes 30 seconds West, a distance of 147.65 feet; thence South 46 degrees 55 minutes 10 seconds West, a distance of 132.88 feet to a point on the West line of said Quarter Quarter Section; thence North 00 degrees 09 minutes 30 seconds West along said West line 331.03 feet; thence South 89 degrees 20 minutes 30 seconds East parallel with said North line 150.00 feet; thence North 00 degrees 09 minutes 30 seconds West parallel with said West line 170.00 feet to the point of beginning; said parcel containing 4.00 acres, more or less, and subject to all existing easements and right of way.

THIS DOCUMENT IS PROVIDED FOR IN I.C. 36-2-7-10.1(h), SHALL NOT BE RESOLD PURSUANT TO I.C. 36-2-7-10.1. OFFICIAL COPIES MAY BE OBTAINED AT THE COUNTY RECORDER'S OFFICE.

EXHIBIT D

EASEMENT PARCEL

(THIS LEGAL DESCRIPTION WAS WRITTEN AND PREPARED BY JOHN STUART ALLEN, AN INDIANA PROFESSIONAL SURVEYOR WITH TORRENGA SURVEYING, LLC, LICENSE NUMBER 29900011 AND ORIGINALLY DEPICTED ON A PLAT OF SURVEY DATED AUGUST 20, 2021 AND HAVING A JOB NUMBER OF 2021-0815):

Part of a parcel of land described in a Warranty Deed recorded as Instrument Number 2004-023394 being a parcel of land in the West One-Half of the Southeast Quarter of the Southeast Quarter of Section 33, Township 37 North, Range 6 West of the Second Principal Meridian, in the Town of Burns Harbor, Porter County, Indiana, described as follows:

Commencing at the Northwest corner of said Quarter Quarter Section; thence South 89 degrees 20 minutes 30 seconds East along the North line of said Quarter Quarter Section, a distance of 150.00 feet to the Point of Beginning; thence South 89 degrees 20 minutes 30 seconds East along the said North line, a distance of 20.00 feet; thence South 00 degrees 09 minutes 30 seconds East, a distance of 30.85 feet; thence South 89 degrees 20 minutes 30 seconds East, a distance of 41.22 feet; thence South 00 degrees 39 minutes 30 seconds West, a distance of 30.00 feet; thence North 89 degrees 20 minutes 30 seconds West, a distance of 261 feet; thence South 00 degrees 02 minutes 29 seconds East, a distance of 348.30 feet; thence North 89 degrees 20 minutes 30 seconds West, a distance of 15.00 feet; thence North 00 degrees 02 minutes 29 seconds West, a distance of 358.30 feet; thence North 89 degrees 20 minutes 30 seconds West, a distance of 43.20 feet to a point on a line parallel to and 150.00 feet East of the West line of said Quarter Quarter Section; thence North 00 degrees 09 minutes 30 seconds West along said parallel line, a distance of 50.85 feet to the Point of Beginning.