

Steuben County - Angola, IN

# Auction



Lake James  
Golf Club



**PRELIMINARY TITLE**

**127<sup>±</sup>**  
*acres*

*Monday, April 27 • 6pm*

Offered in 14 Tracts or Combinations  
Plus 1 Equipment Tract


- Single Elevated Scenic Potential Building Sites
- Combinations for Potential Group Packages
- Add on Land Tracts for Adjacent Owners
- The Complete Golf Course Package With Equipment!!  
(Mulligan's Restaurant & Pub is Not Part of This Sale!!)



260.749.0445 • 866.340.0445

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## DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

**SELLERS:** Lake James Golf Course, LLC



**SCHRADER REAL ESTATE AND AUCTION OF FORT WAYNE, LLC**

7009 N River Rd, Fort Wayne, IN 46815

**260-749-0445 • 866-340-0445**

**www.SchraderFortWayne.com • www.SchraderAuction.com**

### TERMS & CONDITIONS:

**PROCEDURE:** The property will be offered in 15 individual tracts, any combination of tracts (Subject to "Swing" Tract Limitations) & as a total 127± acre unit. There will be open bidding on all tracts & combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations & the total property may compete.

**BUYER'S PREMIUM:** A 2% Buyer's Premium will be added to the final bid price & included in the contract purchase price.

**DOWN PAYMENT:** 10% down payment on the day of auction for individual tracts or combinations of tracts. The down payment may be made in the form of cashier's check, personal check, or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, & are capable of paying cash at closing.

**ACCEPTANCE OF BID PRICES:** All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers' acceptance or rejection.

**EVIDENCE OF TITLE:** Seller shall provide an owner's title insurance policy in the amount of the purchase price.

**DEED:** Seller shall provide Warranty Deed(s).

**CLOSING:** The targeted closing date will be approximately 30 days after the

auction.

**POSSESSION:** Possession is at closing.

**REAL ESTATE TAXES:** Real estate taxes will be the responsibility of the Buyer(s) beginning w/ taxes due in May of 2027 & thereafter.

**PROPERTY INSPECTION:** Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries & due diligence concerning the property. Inspection dates have been scheduled & will be staffed w/ auction personnel. Further, Seller disclaims any & all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

**ACREAGE:** All tract acreages, dimensions, & proposed boundaries are approximate & have been estimated based on current legal descriptions and/or aerial photos.

**SURVEY:** The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for anew survey shall be determined solely by the Seller. Seller & successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option & sufficient for providing title insurance. Combination purchases will receive a perimeter survey only.

**AGENCY:** Schrader Real Estate & Auction of Fort Wayne, LLC & its representatives are exclusive agents of the Seller.

**DISCLAIMER & ABSENCE OF WARRANTIES:** All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, & no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches & dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, & due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction & increments of bidding are at the direction & discretion of the Auctioneer. The Seller & Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

**AUCTION MANAGERS:** Jerry W. Ehle • 260.410.1996 #AU19300123, #RB14044208

Michael L. Roy • 260.437.5428 #AU08602044, #RB14049188

#LC20700176, #AC63001504

# PRELIMINARY TITLE



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**STEWART TITLE GUARANTY COMPANY**

**NOTICE**

**IMPORTANT – READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company, a(n) Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

# PRELIMINARY TITLE

- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
        - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
        - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I – Requirements;
  - f. Schedule B, Part II – Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
  - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - i. comply with the Schedule B, Part I – Requirements;
    - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
    - iii. acquire the Title or create the Mortgage covered by this Commitment.
  - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
  - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
  - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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# PRELIMINARY TITLE

- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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# PRELIMINARY TITLE


American Land Title Association

Commitment for Title Insurance  
2021 v. 01.00 (07-01-2021)

**STEWART TITLE GUARANTY COMPANY**  
P.O. Box 2029, Houston, TX 77252-2029



By:   
Frederick H. Eppinger, President and CEO

By:   
David Hisey, Secretary

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# PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance  
2021 v. 01.00 (07-01-2021)

## Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Trademark Title, Inc.  
Issuing Office: 287 N. Duesenberg Drive  
Auburn, IN 46706  
Issuing Office's ALTA® Registry ID: 1065433  
Loan ID Number:  
Commitment Number: AUB-166340  
Issuing Office File Number: AUB-166340  
Property Address: 1445 West 275 North, Angola, IN 46703  
Revision Number:

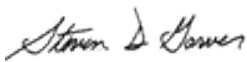
### SCHEDULE A

1. Commitment Date: February 13, 2026 at 8:00 AM
2. Policy to be issued:
  - (a) 2021 ALTA Loan Policy  
Proposed Insured:  
Proposed Amount of Insurance: **\$1,000,000.00**  
The estate or interest to be insured: **fee simple**
  - (b) 2021 ALTA Owner's Policy  
Proposed Insured: **T B. D**  
Proposed Amount of Insurance: **\$1,000,000.00**  
The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:  
fee simple
4. The Title is, at the Commitment Date, vested in:  
LJGC, LLC, an Indiana Limited Liability Company
5. The land is described as follows:  
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

**TRADEMARK TITLE, INC.**  
287 N. Duesenberg Drive, Auburn, IN 46706  
Telephone: (260) 333-3440

**STEWART TITLE GUARANTY COMPANY**  
P.O. Box 2029, Houston, TX 77252-2029


Countersigned by:



Steven D. Garver, License #421158  
Trademark Title, Inc., License #564111



By:   
Frederick H. Eppinger, President and CEO

By:   
David Hisey, Secretary

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# PRELIMINARY TITLE

## SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Release of Sewer Lien against LIGC LLC, recorded December 19, 2013, in the Office of the Steuben County Recorder, as Document Number 13120453 in the amount of \$360.86.

Release of Sewer Lien against LIGC LLC, recorded January 14, 2016, in the Office of the Steuben County Recorder, as Document Number 16010309 in the amount of \$294.24.

Release of Sewer Lien against LIGC LLC, recorded June 24, 2016, in the Office of the Steuben County Recorder, as Document Number 16060627 in the amount of \$360.48.

Release of Sewer Lien against LIGC LLC, recorded February 9, 2017, in the Office of the Steuben County Recorder, as Document Number 17020158 in the amount of \$352.38.

Release of the Unrecorded Land Contract taken out by DALC, LLC with LJGC, LLC by a Quit Claim Deed from DALC, LLC to LJGC, LLC releasing the interest held, WITH A RECITAL THAT STATES "GIVEN IN TERMINATION OF CONTRACT INTEREST AND DALC, LLC HAS NO EQUITY IN THE PROPERTY."

The search did not disclose any open mortgages of record, therefore Trademark Title, Inc. reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

Must be provided with copies of the Articles of Organization, the Operating Agreement or By-laws, and a Certificate of Existence for LJGC, LLC authorizing the sale of the land and approving an individual to sign any related closing documents.

Limited Liability Company Deed and Vendors (Sellers) Affidavit from LJGC, LLC, an Indiana Limited Liability Company to T B. D.

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# PRELIMINARY TITLE

## SCHEDULE B, PART II – Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Easements, restrictions and possible assessment for maintenance and rights of others entitled to the continued uninterrupted flow of water through Legal Drain in accordance with Indiana Drainage Code IC (1981) 36-9-27-33 et seq.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests.
8. Rights of the public, the municipality and the state in and to that part of the land taken and used for roads and highways, if any.
9. Easements and Building Setback Lines as shown on the recorded Subdivision Plat.
10. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in the Plat of the Amended Plat of Country Club Estates as recorded in Plat Record 5, page 25 & Plat Record 4, page 75. Together with all subsequent amendments to the restrictions.
11. Note: A judgment search was done and none were found unless noted on Schedule B-I.
12. Tax Parcel ID: 76-06-10-000-001.000-011  
Address: 1445 West 275 North, Angola, IN 46703

Assessed Value Land: \$0

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# PRELIMINARY TITLE

American Land Title Association

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Assessed Value Improvements \$0  
Total Assessed Value \$0  
Homestead Exp: \$0  
Additional Exp: \$0  
1st installment 24/25 taxes: \$0.00 - N/A  
2nd installment 24/25 taxes: \$0.00 - N/A

13. Tax Parcel ID: 76-06-10-000-002.000-011  
Address: 1575 West 275 North, Angola, IN 46703  
Assessed Value Land: \$183,100 Assessed Value Improvements \$264,400 Total Assessed Value \$447,500  
Homestead Exp: \$0 Mortgage Exp: \$0 Additional Exp: \$0  
1st installment 24/25 taxes: \$1,963.83 - PAID  
2nd installment 24/25 taxes: \$1,963.83 - PAID
14. Tax Parcel ID: 76-06-10-000-027.000-011  
Address: West 200 North, Angola, IN 46703  
Assessed Value Land: \$0 Assessed Value Improvements \$0 Total Assessed Value \$0  
Homestead Exp: \$0 Mortgage Exp: \$0 Additional Exp: \$0  
1st installment 24/25 taxes: \$0.00 - N/A  
2nd installment 24/25 taxes: \$0.00 - N/A
15. Tax Parcel ID: 76-06-10-000-030.000-011  
Address: 1445 West 275 North, Angola, IN 46703  
Assessed Value Land: \$0 Assessed Value Improvements \$0 Total Assessed Value \$0  
Homestead Exp: \$0 Mortgage Exp: \$0 Additional Exp: \$0  
1st installment 24/25 taxes: \$0.00 - N/A  
2nd installment 24/25 taxes: \$0.00 - N/A
16. Tax Parcel ID: 76-06-10-000-032.000-011  
Address: West 275 North, Angola, IN 46703  
Assessed Value Land: \$0 Assessed Value Improvements \$0 Total Assessed Value \$0  
Homestead Exp: \$0 Mortgage Exp: \$0 Additional Exp: \$0  
1st installment 24/25 taxes: \$0.00 - N/A  
2nd installment 24/25 taxes: \$0.00 - N/A
17. Tax Parcel ID: 76-06-10-000-034.000-011  
Address: West 275 North, Angola, IN 46703  
Assessed Value Land: \$0 Assessed Value Improvements \$0 Total Assessed Value \$0  
Homestead Exp: \$0 Mortgage Exp: \$0 Additional Exp: \$0  
1st installment 24/25 taxes: \$0.00 - N/A  
2nd installment 24/25 taxes: \$0.00 - N/A
18. Tax Parcel ID: 76-06-10-000-035.000-011  
Address: West 275 North, Angola, IN 46703  
Assessed Value Land: \$0 Assessed Value Improvements \$0 Total Assessed Value \$0  
Homestead Exp: \$0 Mortgage Exp: \$0 Additional Exp: \$0  
1st installment 24/25 taxes: \$0.00 - N/A  
2nd installment 24/25 taxes: \$0.00 - N/A

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# PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance  
2021 v. 01.00 (07-01-2021)

19. Tax Parcel ID: 76-06-10-130-114.000-011  
Address: West 275 North, Angola, IN 46703  
Assessed Value Land: \$0 Assessed Value Improvements \$0 Total Assessed Value \$0  
Homestead Exp: \$0 Mortgage Exp: \$0 Additional Exp: \$0  
1st installment 24/25 taxes: \$0.00 - N/A  
2nd installment 24/25 taxes: \$0.00 - N/A
20. Tax Parcel ID: 76-06-11-000-013.000-011  
Address: West 275 North, Angola, IN 46703  
Assessed Value Land: \$0 Assessed Value Improvements \$0 Total Assessed Value \$0  
Homestead Exp: \$0 Mortgage Exp: \$0 Additional Exp: \$0  
1st installment 24/25 taxes: \$0.00 - N/A  
2nd installment 24/25 taxes: \$0.00 - N/A
21. Tax Parcel ID: 76-06-11-000-014.000-011  
Address: West 275 North, Angola, IN 46703  
Assessed Value Land: \$0 Assessed Value Improvements \$0 Total Assessed Value \$0  
Homestead Exp: \$0 Mortgage Exp: \$0 Additional Exp: \$0  
1st installment 24/25 taxes: \$0.00 - N/A  
2nd installment 24/25 taxes: \$0.00 - N/A
22. Tax Parcel ID: 76-06-11-000-015.000-011  
Address: West 275 North, Angola, IN 46703  
Assessed Value Land: \$2,100 Assessed Value Improvements \$0 Total Assessed Value \$2,100  
Homestead Exp: \$0 Mortgage Exp: \$0 Additional Exp: \$0  
1st installment 24/25 taxes: \$0.00 - N/A  
2nd installment 24/25 taxes: \$0.00 - N/A

Taxes are due 5/10 and 11/10 and are payable to: Steuben County Treasurer

23. Taxes for the year 2025 are a lien, due in 2026, but are not yet due and payable.  
  
Added improvements in place as of January 1, 2025 are subject to assessment which could increase the tax amounts due in 2026, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
24. The Insured Lender will have Gap coverage if the closing is handled by the agent from effective date of the commitment to and through the recordation of their mortgage.
25. Terms and Provisions of Snowmobile Trail Lease Agreement dated October 18, 2006 and recorded December 11, 2006 as Document Number 06120281.
26. Terms and Provisions of Agreement for Easement dated January 26, 2006 and recorded February 7, 2006 as Document Number 06020163.
27. Terms and Provisions of Permanent Sewer Utility Easement dated December 23, 2004 and recorded February 11, 2005 as Document Number 05020271.
28. Terms and Provisions of Lease Agreement dated August 18, 2002 and recorded December 2, 2003 as Document Number 03120072.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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# PRELIMINARY TITLE

29. Terms and Provisions of Steuben Lakes Regional Waste District Memorandum of Agreement dated November 22, 1999 and recorded May 5, 2000 as Document Number 00-05-0174.
30. Terms and Provisions of Miscellaneous Record 41, page 12 between Mr. Prosser, Mr. Beck, and Mr. Ingledue concerning proximity of condos to golf course.
31. Terms and Provisions of Electric Power Line Right-of-Way Easement dated July 20, 1990 and recorded July 23, 1990 as Document Number DR223-P551.
32. Terms and Provisions of Right of Way Grant dated July 6, 1988 and recorded July 20, 1988 as Document Number DR213-P487.
33. Terms and Provisions of Certified Copy of Resolution Adopted at a Special Meeting of the Board of Directors of Marolf & Associates, Inc. dated November 6, 1986 and recorded November 7, 1986 as Document Number MR41-P33.
34. Terms and Provisions of Easement and Right-of-Way Agreement dated October 18, 1982 and recorded December 2, 1982 as Document Number DR187-P413.
35. Terms and Provisions of Grant of Easement dated March 12, 1982 and recorded March 18, 1982 as Document Number DR185-P53.
36. Terms and Provisions of Country Club Estates Restrictions, Covenants, Limitations and Easements dated December 23, 1976 and recorded March 29, 1977 as Document Number MR36-P370.
37. Terms and Provisions of Easement as laid out in Warranty Deed dated June 30, 1997 and recorded March 6, 1998 as Document Number 98-03-0311 and 98-03-0310.
38. Gaps and/or overlaps as created by the historical legal descriptions.

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# PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance  
2021 v. 01.00 (07-01-2021)

---

## EXHIBIT "A"

The Land referred to herein below is situated in the County of Steuben, State of Indiana and is described as follows:

See attached Exhibit A

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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# PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance  
2021 v. 01.00 (07-01-2021)

---

## CHAIN OF TITLE

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

**Property: 1445 West 275 North, Angola, IN 46703**

Lake James Golf Association, Inc. to LJGC, LLC, an Indiana Limited Liability Company by deed dated 04/08/2002 and recorded on 04/24/2002 as Instrument Number 02040840 in the Official Records of the Steuben County Recorder.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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# PRELIMINARY TITLE

165  
PHONE 665-2215

## Steuben County Health Department

COURT HOUSE ANNEX  
ANGOLA, INDIANA 46703

KNIGHT L. KISSINGER, M.D.  
Health Officer

April 8, 1977

MR. MICHAEL WIRT  
Sanitarian

MR. NORRIS LEHMAN, R.P.S.  
Sanitarian

MR. ARNOLD HEIER  
Water Monitoring Biologist

### COUNTRY CLUB ESTATES

Located in the NorthEast Quarter of Section 10,  
Township 37N, Range 13E

I, a duly appointed representative of the Steuben County Health Department do hereby approve the above described plat for recording for the concept of utilizing septic tank and absorption systems, with the exception of lots #2, #19 and #29. All lots are subject to the following restrictions. Said restrictions are to be attached to and understood to be part of this plat and part of the Health Department approval for recording.

#### Restrictions:

1. All absorption fields shall be constructed of the trench type system.
2. At least three (3) feet shall be maintained between the bottom of the absorption trenches and any groundwater which may be present.

It is understood as a part of this approval for recording, that said approval for recording does not constitute blanket approval of every individual lot or any assurance on the part of the Health Department that a permit for a private sewage disposal system will be issued for any lot without further investigation on an individual lot basis.

DATE

April 8, 1977

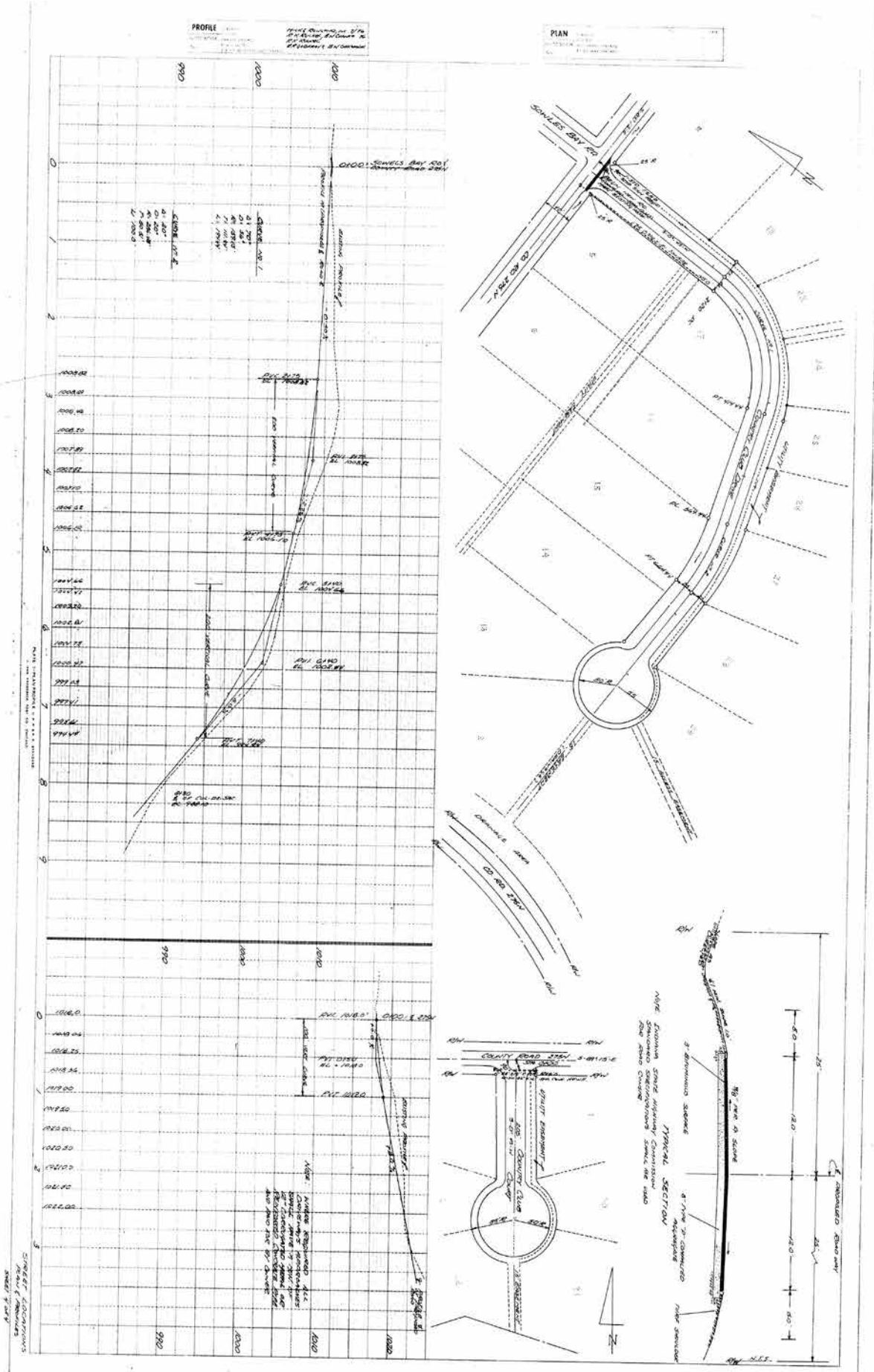
SIGNED

Norris Lehman  
Public Health Sanitarian





# PRELIMINARY TITLE



# PRELIMINARY TITLE

DEED RECORD # 0204-0840  
MAP KEY # P16

PAMELA ADAMS COLEMAN 3P  
STEUBEN COUNTY RECORDER

DLP Date 12/11/2006 Time 10:38:25

I 06120281

Page 1 of 3

## SNOWMOBILE TRAIL LEASE AGREEMENT

This Lease ("this Lease") is made and entered into this 18 day of OCT, 2006.

by and between LJGC, LLC (hereinafter "Landlord") and the

POTAWATOMI SNOWMOBILERS, INC. (hereinafter the "Club"),  
and The signatories for the Landlord and the Club warrant and represent that they have been duly authorized to execute this Lease on behalf of the Landlord and the Club respectively.

**WHEREAS** the Club wishes to lease certain real property from the Landlord for use as by the public as a snowmobile trail-riding area; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties do hereby agree to the following terms, conditions, and provisions:

1. **DEFINITION OF SNOWMOBILE SEASON.** The term "Snowmobile Season" means the twenty two (22) week period from November 1<sup>st</sup> to April 15th. The trail shall only be eligible to be open to public recreational use from December 1<sup>st</sup> to March 31st.

2. **DESCRIPTION AND LEASE OF PREMISES.** Landlord does hereby lease to the Club certain real property located in Steuben County, Indiana located in Section 10, Township 37N, Range 13E, and approximately as shown on the map and legally described on Exhibit "A" attached hereto and consisting of 1.5 miles more or less (the "Premises").

3. **TERM OF LEASE AND RENEWAL.** The term of this lease shall be for the snowmobile seasons of each year beginning on November 1, 2006, and ending when the Club terminates the lease (section 7) or 30 days after the Landlord gives written notice. The Landlord may not give written notice except during the time from April 1 until August 31.

4. **CONSIDERATION AND PAYMENT.** Club shall pay Landlord the sum of seventy-five dollars (\$75.00) per quarter mile of trail for the use and occupation of the Premises during the Snowmobile Season. The Club will pay the rent due hereunder in one lump sum after the end of the Snowmobile Season without the necessity of Landlord submitting an invoice for said rent. Payment shall be made to the address set forth on the signature page, below.

5. **USE AND ENJOYMENT OF PREMISES.** The State of Indiana shall use the Premises as a snowmobile trail consistent with IC 14-16-1 and for no other purpose. Landlord shall not act or allow others to act in any manner that impairs or prevents the Club's, the State's or the public's full use of and enjoyment of the Premises for the purpose stated hereinabove. Landlord shall not charge the public any fee, admission charge or other consideration for entering and using the Premises for the purposes set forth in this Lease.

# PRELIMINARY TITLE

6. **NOTICE TO THE CLUB OF DANGEROUS OR UNSAFE CONDITION.** The Landlord hereby agrees to give prompt notice to the Club when the Landlord becomes aware of any dangerous, unsafe, or defective condition upon the Premises.

7. **TERMINATION OF LEASE.** The Club may terminate this Lease by giving Landlord thirty (30) days prior written notice. Acts of God rendering the Premises substantially unsuitable for the use intended under the Lease shall automatically terminate the Lease.

8. **IMPROVEMENTS.** The Club may make all such improvements, attach such fixtures, or take such other actions as necessary, reasonable, or appropriate to carry out the stated purpose of this Lease. Such improvements, fixtures, or actions shall include, but not be limited to:  
(a) installation of sign posts, trail signs, trail makers, fence posts, fencing and  
(b) removal of small trees, shrubbing, fence posts and fencing.

9. **RESTORATION OF THE PREMISES.** Upon the expiration or termination of this Lease and upon the conclusion of each Snowmobile Season included in the term of the Lease, Club shall not be required to replace any trees, shrubbery, or other plantings removed by Club, the removal of which was necessary to carry out the purpose of this Lease. However, Club shall remove from the Premises all sign posts, trail signs, trail markers, fence posts, fencing, and other improvements which are related to or incidental to the use of the Premises as a snowmobile trail unless other arrangements are made with the Landlord.

10. **LIABILITY** The Club shall include the Landowner on the Club's insurance policy as a fully covered member. The requirements of this insurance are set out in the Club's cooperative agreement with the State of Indiana and shall be at a minimum of \$1,000,000.

IN WITNESS to their agreement, the persons signing this Lease execute it for the Landlord and the Club on the date and year first written above.

**FOR LANDLORD:**

[Signature]  
Signature  
RICHARD SMITH OWNER  
Printed name  
DIRECTOR OF GOLF  
LJGC, LLC  
If a business title of person signing lease  
1445 W. 275N  
Street address  
ANGOLA, IN 46703  
City, State, Zip code  
260-833-3967  
Phone

DATE: Oct 18, 2006

Prepared By m.a. Hoffer  
"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law m.a. Hoffer"

The above named person personally appeared before me, a notary public and acknowledged the execution of this Lease, this

18 day of OCT, 2006.

[Signature]  
Notary Public signature  
MICHAEL A. HOFFER  
Printed name

My Commission Expires: 8-14-2009

County of Residence: STUBEN

**FOR THE CLUB:**

POTAWATOMI SNOWMOBILERS INC  
Club name  
[Signature]  
President's signature  
PHIL WELCH  
Printed name

DATE: 10-22-06



# PRELIMINARY TITLE

③

APPROVED FOR RECORDING

FEB 06 2006

*Tom Homer*  
AUDITOR STEUBEN COUNTY

PAMELA ADAMS COLEMAN 6P  
STEUBEN COUNTY RECORDER  
DLP Date 02/07/2006 Time 09:19:51  
I 06020163 Page 1 of 6

## AGREEMENT FOR EASEMENT

RE: 02-04-0840

THIS AGREEMENT, made on the 26<sup>th</sup> day of January, 2006, by and between LJGC, LLC, an Indiana Limited Liability Company, Grantor, and MARK A. W. DORNTE and PAIGE S. DORNTE, husband and wife, Grantee,

WHEREAS, Grantor is the owner of certain real property commonly known as Lake James Golf Course, 1445 West 275 North, Angola, Steuben County, Indiana, and

WHEREAS, Mark A. W. Dornte and Paige S. Dornte are the owners of a certain two story frame structure situated at 1445 West 275 North, Angola, Steuben County, Indiana, and the area immediately surrounding said two story structure, which said real estate and the improvements were conveyed to Grantee by Grantor on January 27, 2006, and

WHEREAS, two parking lots lie adjacent to the building housing Grantee's restaurant known as Mulligan's Restaurant and Pub, and Grantor's golf pro-shop located on the first floor of said building, and

WHEREAS, said parking lots, one lying on the East and one lying on the West side of said Mulligan's Restaurant and Lake James Pro-Shop, provide parking for both the restaurant patrons and golf course patrons and is land owned by Grantor, and

WHEREAS, Grantor has by written agreement agreed to provide a permanent easement over and across said parking lots for patrons to reach Grantee's restaurant,

IT IS ~~THEREFORE~~ AGREED:

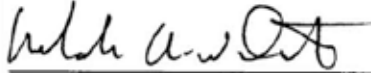



1. **Grant of Easement.** For valuable consideration, Grantor grants to Grantee an easement over and across two tracts of real estate lying adjacent to that certain two story structure containing Mulligan's Restaurant and Lake James Golf Course Pro-Shop.
2. **Legal Description.** The legal description of the two tracts of real estate over and across which Grantor grants ingress and egress are described in the attached Exhibit, attached hereto and marked Exhibits "A".

# PRELIMINARY TITLE

3. **Character of Easement.** It is the intention of the parties that the parking lot easement granted by Grantor benefits the use and enjoyment of the Grantee's Property by providing an essential means of access to Grantee's restaurant.
4. **Duration and Binding Effect.** The ingress and egress easements, as set forth in the attached Exhibit shall endure perpetually. This agreement is made expressly for the benefit of and shall be binding on the heirs, personal representatives, successors in interest and assigns of the respective parties.
5. **Maintenance of Easement.** Grantor shall maintain the two parking lots in good repair and shall satisfy all costs pertaining to the maintenance of the two lots.
6. **Real Estate Taxes.** Grantor shall satisfy all real estate taxes and assessments levied with respect to the two parking lots.
7. **Termination.** This Easement may be terminated by written agreement signed by all owners of record and successors to the respective interests of Grantor and Grantee. Grantee, their heirs successors and assigns may execute and record a Release of this Easement at any time. This Easement shall also terminate if the purposes of the Easement cease to exist, are abandoned by Grantee, or become impossible to perform.
8. **Entire Agreement.** This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall have no force and effect. Any modification of this Agreement must be in writing and be signed by both parties.

Executed at Angola, Indiana, on the day and year first written above.

# PRELIMINARY TITLE

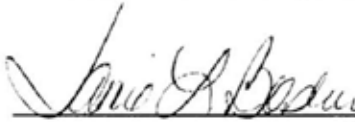
<b>GRANTEE:</b>  Mark A. W. Dornte  Paige S. Dornte 2560 North Brassie Court Angola, Indiana 46703	<b>GRANTOR:</b> LJGC, LLC BY:  Wayne R. Hillier 10485 East 630 South Hudson, Indiana 46747 BY:  Richard Smith 1445 West 275 North Angola, Indiana 46703
--	--

STATE OF INDIANA, COUNTY OF Steuben ALLEN, SS:

Personally appeared before me, a Notary Public in and for said County State, LJGC, LLC, by Wayne R. Hillier and Richard Smith, who acknowledged the execution of the above and foregoing Agreement for Easement as their free and voluntary act, this 26<sup>th</sup> day of January, 2006.



JAMIE L. BRASHER  
Notary Public, State of Indiana  
County of Steuben  
My Commission Expires Dec. 26, 2007

  
Notary Public

  
Printed Name

My Commission Expires: 12/26/2007  
Resident of Steuben County, Indiana.

# PRELIMINARY TITLE

*Steuben*  
STATE OF INDIANA, COUNTY OF ALLEN, SS:

Personally appeared before me, a Notary Public in and for said County State, Mark A. W. Dornte and Paige S. Dornte, husband and wife, who acknowledged the execution of the above and foregoing Agreement for Easement as their free and voluntary act, this 26<sup>th</sup> day of January, 2006.



JAMIE L. BRASHER  
Notary Public, State of Indiana  
County of Steuben  
My Commission Expires Dec. 28, 2007

*Jamie L. Brasher*

Notary Public

*Jamie L. BRASHER*

Printed Name

My Commission Expires: 12/24/2007  
Resident of Steuben County, Indiana.

This instrument prepared by Walter P. Helmke, 202 West Berry Street, Suite 300, Fort Wayne, Indiana 46802; Attorney No. 7649-02.

# PRELIMINARY TITLE

## EASEMENT "A":

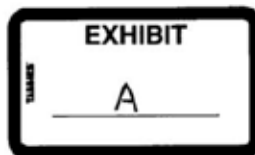
A part of the North Half of Section 10, Township 37 North, Range 13 East, Pleasant Township, Steuben County, Indiana, described as follows:

Beginning at a P.K. Nail found at the Southwest corner of lot numbered thirty (30) in the Amended Plat of Country Club Estates as recorded in Plat Book 5, Page 25 of the Office of the Steuben County, Indiana Recorder, said P.K. Nail being on the centerline of County Road 275-North; Thence South 33° 40' 26" West on said centerline a distance of 102.16 feet to a Mag Nail set; Thence along said centerline on a curve to the right having a radius of 321.94 feet and an arc distance of 59.97 feet, said curve having a chord which bears South 39° 50' 15" West a distance of 59.88 feet to a Mag Nail set; Thence departing said centerline South 42° 14' 50" East a distance of 92.91 feet to a Mag Nail set; Thence South 47° 06' 52" West 22.71 feet to a Mag Nail set; Thence South 42° 53' 08" East 10.77 feet; Thence North 50° 35' 52" East 191.84 feet; Thence North 46° 23' 08" West a distance of 146.93 feet back to the Point Of Beginning of this INGRESS and EGRESS EASEMENT description.

## EASEMENT "B"

A part of the North half of Section 10, Township 37 North, Range 13 East, Pleasant Township, Steuben County, Indiana, described as follows:

Commencing at a P.K. Nail found at the Southwest corner of lot numbered thirty (30) in the Amended Plat of Country Club Estates as recorded in Plat Book 5, Page 25 of the Office of the Steuben County, Indiana Recorder, said P.K. Nail being on the centerline of County Road 275-North; Thence South 33° 40' 26" West on said centerline a distance of 102.16 feet to a Mag Nail set; Thence along said centerline on a curve to the right having a radius of 321.94 feet and an arc distance of 59.97 feet, said curve having a chord which bears South 39° 50' 15" West a distance of 59.88 feet to a Mag Nail set; Thence along said centerline on a curve to the right having a radius of 321.94 feet and an arc distance of 122.86 feet, said curve having a chord which bears South 56° 06' 24" West a distance of 122.12 feet to a Mag Nail set at the True Point Of Beginning of this INGRESS and EGRESS EASEMENT description; Thence continuing along said centerline on a curve to the right having a radius of 321.94 feet and an arc distance of 155.64 feet, said curve having a chord which bears South 80° 53' 21" West a distance of 154.13 feet; Thence along said centerline on a curve to the right having a radius of 215.89 feet and an arc distance of 56.23 feet, said curve having a chord which bears North 77° 05' 44" West a distance of 56.07 feet; Thence departing said centerline South 00° 00' 00" East 84.35 feet; Thence South 32° 20' 15" East 136.50 feet; Thence North 72° 34' 51" East 88.59 feet; Thence North 44° 52' 30" East 157.44 feet; Thence North 40° 03' 55" West 96.01 feet back to the True Point Of Beginning of this INGRESS and EGRESS EASEMENT description.



# PRELIMINARY TITLE

Prescribed by the  
State Board of Accounts  
(2005)

County Form 170

## Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

  
\_\_\_\_\_  
Signature of Declarant

Walter P. Helmke  
\_\_\_\_\_  
Printed Name of Declarant

PAMELA ADAMS COLEMAN 6P  
STEUBEN COUNTY RECORDER  
DLP Date 02/07/2006 Time 09:19:51  
I 06020163 Page 6 of 6

# PRELIMINARY TITLE

APPROVED FOR RECORDING

FEB 10 2005

*Ken Fowler*  
AUDITOR STEUBEN COUNTY

PAMELA ADAMS COLEMAN 10P  
STEUBEN COUNTY RECORDER  
PAC Date 02/11/2005 Time 10:12:22  
I 05020271 Page 1 of 10

Deed Reference: 02-04-0840

STATE OF INDIANA )  
 ) SS: PERMANENT SEWER UTILITY EASEMENT  
COUNTY OF STEUBEN )

KNOW ALL MEN BY THESE PRESENTS:

LJGC LLC

~~(husband and wife joint tenants/tenants in common)~~ (hereinafter "Grantor") in consideration for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the STEUBEN LAKES REGIONAL WASTE DISTRICT, Steuben County, Indiana, (hereinafter "Grantee" or "District"), and its successors and assigns, permanent and temporary rights-of-way and easements to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace and remove utilities over, on, across, under and through the land of the Grantor situated in Steuben County, State of Indiana, described on the attached Exhibit "A," and any land described as a private road or over which the Grantor has a right of ingress and egress (the "Real Estate").

The location of the Permanent Utility Easement shall be five (5) feet on either side of the center line of the sanitary sewer line plus a ten-foot (10') radius around the actual location of the residential lift station, grinder pump, or similar facility installed by the Grantee on the Real Estate as part of the construction of the sewage collection system of the District, with the exception of permanent structures existing within such areas as of the date of Grantor's execution of this Easement. However, Grantee shall retain the right of ingress and egress over the Real Estate and adjacent lands of Grantor as may be necessary, from time to time, to serve the purposes of this Easement.

The District shall restore all areas of the Real Estate disturbed pursuant to this Easement to "as good as or better" condition as is reasonably possible.

The Grantee may, without liability, enter onto the Permanent Utility Easement and the Real Estate, and take all steps deemed reasonable by the Grantee to maintain the easements granted herein and to protect the facilities and improvements which may be installed therein.

The Grantor, including its successors and assigns, shall not allow any building, structure, or any other obstruction to be constructed or placed upon any portion of the Permanent Easement. The Grantor reserves the use of the Permanent Utility Easement area to the extent not inconsistent with this grant of Easement.

In the event the design of the District's sanitary sewer system calls for a neighboring property to connect to the District's sanitary system by crossing the Grantor's Real Estate or a neighboring property's connection in fact crosses the Grantor's Real Estate, the Grantor hereby includes such neighboring property owner, its successors or assigns, as an additional Grantee under this grant of Easement, with all the rights and responsibilities therein.



# PRELIMINARY TITLE

IN WITNESS WHEREOF, the Grantee has caused this instrument to be executed in its corporate capacity by its duly qualified and acting President, David M. Boudia, who says that he is the duly qualified and acting President of the Board of Trustees of the Steuben Lakes Regional Waste District, Steuben County.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, ~~2004~~ 2005

STEBEN LAKES REGIONAL WASTE DISTRICT

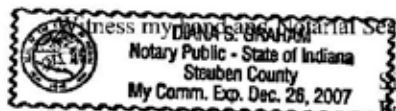
David M. Boudia  
David M. Boudia, District President

ATTEST:

James C. Kidd  
Secretary Jim Kidd

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF STEUBEN        )

Before me, a Notary Public in and for said County and State, personally appeared David M. Boudia, President of the Board of Trustees of the Steuben Lakes Regional Waste District, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.



Witness my hand and official Seal this 18 day of Jan. 2005  
Signature: Diana S. Ashen  
Printed: \_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_  
Resident of \_\_\_\_\_ County

Return Original to: John J. Wernet, Attorney at Law, MILLER CARSON BOXBERGER & MURPHY, LLP,  
1400 One Summit Square, Fort Wayne, Indiana 46802.

This document prepared by John J. Wernet, Attorney at Law, MILLER CARSON BOXBERGER & MURPHY, LLP, 1400 One Summit Square, Fort Wayne, Indiana 46802, (260) 423-9411.

# PRELIMINARY TITLE

02-04-0840

EXHIBIT A PAGE 1 OF 8

## TRACT 1:

Part of the east half of the east half of the southeast quarter of Section 10, together with part of the southwest quarter of Section 11, all being in Township 37 North, Range 13 East, Steuben County, Indiana, more particularly described as follows, to-wit:

Beginning on the west line of the east half of the east half of said southeast quarter, at a point situated north 00 degrees 21 minutes 30 seconds west, a distance of 115.0 feet from the southwest corner of the east half of the east half of said southeast quarter; thence north 89 degrees 19 minutes 43 seconds east a distance of 171.93 feet; thence south 78 degrees 04 minutes 21 seconds east 87.41 feet; thence south 89 degrees 54 minutes 54 seconds east 145.65 feet to the southern most corner of Lot 78 in the unrecorded plat *18013* of Country Club Estates Extended, Section 2 said point being the true point of beginning of this description; thence along the easterly and northerly line of Lots 78, 77, 76, 75 and 74 in said unrecorded subdivision as follows: north 23 degrees 29 minutes 11 seconds east, 128.35 feet; north 54 degrees 00 minutes east, 100 feet; north 45 degrees 00 minutes east, 100 feet; north 39 degrees 00 minutes east, 135 feet; north 40 degrees 00 minutes west, 123.27 feet; to the easterly line of a 50 foot roadway (Fairway Terrace); thence along said easterly line on a curve to the left of a radius of 275.71 feet, a distance of 199.74 feet, said arc subtended by a chord bearing north 20 degrees 45 minutes 17 seconds east a distance of 195.45 feet; thence north 50 feet along said easterly line; thence along the southerly, easterly and northerly lines of Lots 73, 72, 71, 70 and 69 in said unrecorded subdivision as follows: north 90 degrees 00 minutes east, 110 feet; north 11 degrees 00 minutes east, 220 feet; north 40 degrees 00 minutes east, 45 feet; north 47 degrees 00 minutes east, 230 feet; north 29 degrees 38 minutes 48 seconds west, 116.32 feet; to the easterly line of said roadway; thence along said easterly line on a curve to the left having a radius of 417.42 feet a distance of 473.55 feet, said curve subtended by a chord bearing north 23 degrees 30 minutes east a distance of 448.56 feet, to the centerline of an open ditch; thence along said centerline south 38 degrees 48 minutes 24 seconds east a distance of 201.45 feet; thence south 76 degrees 00 minutes 00 seconds east, continuing along said centerline, a distance of 187.13 feet to the point of intersection of said centerline with the westerly right-of-way line of I-69; thence southwesterly and northerly, on and along said westerly right-of-way line on the following courses and distances: southwesterly, on and along the arc of a regular curve to the right having a radius of 5594.58 feet, and being situated 135.0 feet (measured radially)

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE

APR 24 2002

*Kim Hamill*  
AUDITOR STEUBEN COUNTY

# PRELIMINARY TITLE

02-04-0840

CONTINUATION OF DEED  
EXHIBIT A PAGE 2 OF 8

northeasterly of and concentric to the centerline of I-69, an arc distance of 439.38 feet (the chord of which bears south 27 degrees 22 minutes 59 seconds west, for a length of 439.27 feet); thence south 24 degrees 47 minutes 48 seconds west, a distance of 196.65 feet to a point situated 115.0 feet (measured radially) northwesterly of said I-69 centerline; thence southwesterly, on and along the arc of a regular curve to the right having a radius of 5614.58 feet and concentric to said centerline, an arc distance of 489.97 feet (the chord of which bears south 34 degrees 07 minutes 59 seconds west, for a length of 489.81 feet); thence south 42 degrees 00 minutes 54 seconds west, a distance of 196.27 feet to a point situated 130.0 feet (measured radially) northwesterly of said I-69 centerline; thence southwesterly, on and along the arc of a regular curve to the right having a radius of 5599.58 feet and concentric to said centerline, an arc distance of 181.39 feet (the chord of which bears south 39 degrees 33 minutes 46 seconds west, for a length of 181.38 feet); thence north 00 degrees 18 minutes 37 seconds west, a distance of 69.25 feet to a point situated 75.0 feet (measured radially) northwesterly of said I-69 centerline and also being the point of intersection of the last described line with the northerly right-of-way line of Frontage Road # 4; thence southwesterly and westerly, on and along said northerly right-of-way line on the following courses and distances: southwesterly, on and along the arc of a regular curve to the right having a radius of 5554.58 feet, and being situated 175.0 feet (measured radially) northwesterly of and concentric to the centerline of I-69, an arc distance of 211.80 feet (the chord of which bears south 41 degrees 02 minutes 27 seconds west, for a length of 211.79 feet); thence south 67 degrees 02 minutes 50 seconds west, a distance of 119.72 feet to the true point of beginning of this description.

Said description drawn by Robert E. Rowland, Reg. Land Surveyor No. 10617, State of Indiana, September 29, 1986, revised October 7, 1986.

End of description for Tract I

Note:

The description for Tract 1 above refers to Lot Numbers 69 thru 78 in an unrecorded plat. The plat has now been recorded, but some lot numbers did not remain the same as shown in the unrecorded plat.

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE

APR 24 2002

*John H. ...*  
AUDITOR ST. JOHNS COUNTY

# PRELIMINARY TITLE

EXHIBIT A PAGE 3 OF 8

TRACT 11

02-04-0840

A part of the East one-half of Section #10 and the West one-half of Section #11, Township 37 North, Range 13 East, (Pleasant Civil Township), Steuben County, Indiana, described as follows:

Commencing at the Southeast Corner of Lot #21 in the Plat of "Country Club Estates" as recorded in Plat Book #4, page 75A, Steuben County Recorders Office, Steuben County Court House, Angola, Indiana;

( SAID PLAT IS USED FOR THE "BEARING BASE" FOR ALL OF THIS DESCRIPTION)

\* (For this 157.60 Acre Tract) \*

thence along the Southerly Lines of Lots #21 thru #30, in said Plat the following (10) courses; North Sixty Four Degrees Seven Minutes Six Seconds West, 106.11 feet; North Seventy One Degrees Thirty Six Minutes Forty Five Seconds West, 205.42 feet; South Seventy Two Degrees Seven Minutes Forty Eight Seconds West, 120.04 feet; South Sixty One Degrees Five Minutes Eleven Seconds West, 178.66 feet; South Fifty Nine Degrees Zero Minutes Two Seconds West 207.19 feet; South Fifty Five Degrees Twenty Nine Minutes Fifteen Seconds West, 227.06 feet; South Eighty Eight Degrees Eighteen Minutes Eighteen Seconds West, 186.62 feet; North Eighty One Degrees Thirty Seven Minutes Five Seconds West, 164.78 feet; North Seventy Eight Degrees Ten Minutes Fourteen Seconds West, 287.96 feet; North Forty Six Degrees Fifty Three Minutes Thirty One Seconds West, a distance of 59.25 feet to the Centerline of County Road 275 North; thence along the centerline of said 275 North in a Southerly, Westerly, and Northwesterly direction, 620.00 feet; to the North-South Quarter Section Line of said Section #10; thence South Zero Degrees Forty Five Minutes Zero Seconds West, along said Quarter Section Line, 618.00 feet, to the Center of said Section #10; thence South Eighty Nine Degrees Thirty Nine Minutes Twenty Seconds East, along the East-West Quarter Section Line of said Section #10, 490.33 feet; thence South One Degree Nine Minutes Twenty Nine Seconds West, 2160.85 feet; thence North Eighty Nine Degrees Fifty Six Minutes Fifty Seven Seconds East 37.79 feet, to the P.O.B. of a Non-Tangent Curve to the right, the radius point of which bears, North Seventy Four Degrees Twenty One Minutes Twenty Four Seconds East, 58.00 feet; thence along said curve, an arc distance of 150.64 feet, to the end of said curve, the radius point of which bears North Seventy Four Degrees Twenty Seven Minutes Thirty Seconds West, 58.00 feet; thence North Eighty Nine Degrees Fifty Six Minutes Fifty Seven Seconds East, 287.18 feet; thence South Twenty Seven Degrees Thirty Five Minutes Thirty Three Seconds East, 301.48 feet; thence along a 371.86 feet Radius curve to the right an arc distance of 194.71 feet, said curve having a central angle of Thirty Degrees, and a chord which bears, South Twelve Degrees Thirty Five Minutes Thirty Three Seconds East, 192.49 feet; thence South Two Degrees Twenty Four Minutes Twenty Seven Seconds West, 38.92 feet, to the South Line of said Section #10; thence South Eighty Nine Degrees Thirteen Minutes One Second East along said South Line, 200.29 feet, to the Quarter-Quarter Section Line; thence North Zero Degrees Fifty Two Minutes Twenty Seconds East, along said Quarter-Quarter Line 900.00 feet; thence South Eighty Nine Degrees Twenty Two Minutes Fifty Seconds East,

# PRELIMINARY TITLE

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EXHIBIT A PAGE 4 OF 8

654.45 feet, to the West Line of the East one-half of the East one-half of the Southeast Quarter of said Section #10; thence South One Degree Four Minutes Fifty Six Seconds West, along said West Line, 247.73 feet, to the Northwest Corner of Lot numbered 84 in the Unrecorded Plat of "Country Club Estates Extended, Section 2"; \*thence ALONG THE NORTHERLY AND WESTERLY LINES OF LOT #84 thru #99 IN SAID UNRECORDED PLAT OF SECTION 2 \*, the following (11) courses; South Eighty Nine Degrees Thirty Five Minutes Thirty Two Seconds East, 229.58 feet; South Seventy One Degrees Thirty Five Minutes Thirty Two Seconds East, 130.00 feet; North Sixty Five Degrees Twenty Four Minutes Twenty Eight Seconds East, 105.00 feet; North Forty Six Degrees Twenty Four Minutes Twenty Eight Seconds East, 40.00 feet; North One Degree Twenty Four Minutes Twenty Eight Seconds East, 230.00 feet; North Six Degrees Twenty Four Minutes Twenty Eight Seconds East, 130.00 feet; North Thirteen Degrees Twenty Four Minutes Twenty Eight Seconds East, 140.00 feet; North Forty Four Degrees Twenty Four Minutes Twenty Eight Seconds East, 145.00 feet; North Fifty One Degrees Twenty Four Minutes Twenty Eight Seconds East, 370.00 feet; North Twenty Six Degrees Twenty Four Minutes Twenty Eight Seconds East, 180.00 feet; South Eighty Six Degrees Thirty Five Minutes Thirty Two Seconds East, 130.00 feet, to the Northeast Corner of Lot #99, in said Unrecorded Plat; Thence North Ten Degrees Seven Minutes Sixteen Seconds West along the Westerly Right-of-Way of Fairway Terrace, 98.66 feet, to the Southeast Corner of Lot numbered 25 in the Plat of "Country Club Estates Extended Section 1", as recorded in Plat Book #4, page 93, in said Steuben County Recorders Office; \*THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF LOTS #25 thru #13 IN SAID PLAT OF SECTION 1,\* the following (9) courses; South Eighty Three Degrees Forty Five Minutes Thirty Eight Seconds West, 119.78 feet; North Fifteen Degrees Ten Minutes Twenty Two Seconds West, 240.16 feet; North Nine Degrees Ten Minutes Twenty Two Seconds West, 500.00 feet; North Thirty Five Degrees Ten Minutes Twenty Two Seconds West, 75.00 feet; North Fifty One Degrees Ten Minutes Twenty Two Seconds West, 80.00 feet; North Fifty Eight Degrees Ten Minutes Twenty Two Seconds West, 90.00 feet; North Seventy One Degrees Seven Minutes Forty Eight Seconds West, 200.44 feet; North Sixty Four Degrees Seven Minutes Forty Eight Seconds West, 130.00 feet; North Twenty Degrees Four Minutes Forty Seven Seconds East, 123.26 feet, to the Northwest Corner of said Lot #13; thence South Seventy Two Degrees Fifty Eight Minutes Forty Three Seconds East \*ALONG THE NORTH LINE OF SAID LOT #13, 120.00 feet, TO THE NORTHEAST CORNER OF SAID LOT #13 \*; thence North Twenty Four Degrees Twenty One Minutes Twelve Seconds East, 50.43 feet, across Fairway Terrace, to the Southwest Corner of Lot #68, in said Plat of Section 1; \*THENCE ALONG THE WESTERLY, NORTHERLY AND NORTHWESTERLY LINES OF LOTS #68 thru #62 IN SAID PLAT OF SECTION 1 \*, the following (7) courses; North Twelve Degrees Five Minutes Twenty Two Seconds East, 112.60 feet; South Eighty Seven Degrees One Minute Thirty Three Seconds East, 136.14 feet; South Eighty Degrees Fifty Five Minutes Thirty Three Seconds East, 124.92 feet; North Forty Seven Degrees Four Minutes Twenty Seven Seconds East, 155.00 feet; North Sixty Six Degrees Four Minutes Twenty Seven Seconds East, 120.00 feet; North Seventy Two Degrees Four Minutes Twenty Seven Seconds East, 160.00 feet; North Eighty One Degrees Four Minutes Twenty Seven Seconds East, 173.98 feet measured, (Plat = 180.00 feet), to the Northeast

# PRELIMINARY TITLE

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Corner of said Lot #62, said point being on the West Line of the Unrecorded Plat of "Oak Hills"; thence North One Degree Eight Minutes Twenty Six Seconds East along said West Line (being the East Line of the West one-half of the Southwest Quarter of the Northwest Quarter of said Section #11), 531.69 feet; thence North Eighty Nine Degrees Fifteen Minutes Zero Seconds West, 200.00 feet; thence North Zero Degrees Forty Five Minutes Zero Seconds East, 50.00 feet; thence North Eighty Nine Degrees Fifteen Minutes Zero Seconds West, 100.00 feet; thence South Zero Degrees Forty Five Minutes Zero Seconds West, 50.00 feet; thence North Eighty Nine Degrees Fifteen Minutes Zero Seconds West, 300.00 feet; thence South Zero Degrees Forty Five Minutes Zero Seconds West, 25.00 feet; thence South Twenty Four Degrees Twenty Five Minutes Thirty Four Seconds West, 142.83 feet; thence South Forty Eight Degrees Thirty Four Minutes Twenty Six Seconds West, 180.00 feet; thence South Thirty Two Degrees Twenty Eight Minutes Fifty Six Seconds West, 100.00 feet; thence South Sixty One Degrees Twenty Eight Minutes Fifty Six Seconds West, 230.00 feet; thence North Sixty Three Degrees Thirty Six Minutes Fifty Three Seconds West, 172.77 feet, to the East Line of Lot #2, in said Plat of "Country Club Estates Extended Section 1"; thence North Zero Degrees Forty Five Minutes Zero Seconds East along the East Line of Lots #1 and #2, in said Plat of Section 1, 215.53 feet, back to the Southeast Corner of Lot #21 in the Plat of Country Club Estates, said point being the True Point of Beginning of this description containing 157.60 acres, subject to all Legal Highway Rights-of-Way and Easements of record.

EXCEPTING: Lots #1 thru #12 inclusive, and the Roadway as Platted in the Plat of "Country Club Estates Extended Section 1" as recorded in Plat Book #4, Page 93, Steuben County Recorders Office, Steuben County, Court House, Angola, Indiana, containing 8.27 acres more or less.

EXCEPTING: A tract as described in Deed Record #185, Pages 52 & 53, Steuben County Recorders Office, containing 0.8264 acres more or less.

EXCEPTING: A part of the Southwest quarter of Section 11 and part

of the Southeast quarter of Section 10, Township 37 North, Range 13 East, Pleasant Township, Steuben County, Indiana, described as follows:

Commencing at the easternmost corner of Lot #94 of the unrecorded plat of Country Club Estates Extended, Section 2; thence South 56 degrees 00 minutes West, 27.5 feet; thence North 36 degrees 34 minutes 14 seconds West, 167.09 feet to a point on the Northerly line of said Lot #94, said point being the True Point of Beginning; thence North 51 degrees 12 minutes 35 seconds West, 275.30 feet; thence North 3 degrees 05 minutes 32 seconds West, 163.75 feet to the center of a southerly flowing ditch; thence South 73 degrees 37 minutes 33 seconds West, 241.84 feet along the centerline of said ditch to the Southeast corner of land described in Deed Record 185, page 52 and 53; thence South 54 degrees 28 minutes 02 seconds West, 299.40 feet along the Southerly line of said described land; thence South 0 degrees 37 minutes 27 seconds East, 44.0 feet; thence South 84 degrees 29 minutes 53 seconds East, 648.56 feet; thence South 36 degrees 34 minutes 14 seconds East, 23.43 feet to the Northerly line of said Lot #94; thence North 51 degrees 24 minutes 28 seconds East along said Northerly line 50.0 feet to the True Point of Beginning.

# PRELIMINARY TITLE

EXHIBIT A PAGE 6 OF 8

02-04-0840

This description is taken from a survey by Robert E. Kowiano,  
R.L.S. #10617, State of Indiana, dated September 22, 1986, revised  
December 22, 1987 for Tract II.

# PRELIMINARY TITLE

EXHIBIT A PAGE 7 OF 8

02-04-0840

ALSO EXCEPTING THEREFROM FROM TRACT II:

Lot numbered two (2) in the Plat of "COUNTRY CLUB ESTATES EXTENDED Section #1", as recorded in Plat Book #4, page 93, according to the recorded plat thereof.

Lot numbered one (1) in the Plat of "COUNTRY CLUB ESTATES EXTENDED Section #1", as recorded in Plat Book #4, page 93, according to the recorded plat thereof.

A part of the southeast quarter of Section 10, Township 37 North, Range 13 East, Pleasant Civil Township, Steuben County, Indiana, and described more fully as follows:  
Commencing at the southwest corner of the east half of the east half of the southeast quarter of section 10, Township 37 North, Range 13 East, Pleasant Civil Township, Steuben County, Indiana; thence North 00 degrees 21 minutes 30 seconds West 650.70 feet along the west line of said east half of the east half of the southeast quarter of Section 10; thence North 89 degrees 00 minutes 00 seconds East 229.58 feet; thence south 73 degrees 00 minutes 00 seconds east 88.51 feet to the western-most corner of Lot numbered four (4) in the PLAT OF COUNTRY CLUB ESTATES, EXTENDED, SECTION 2, and being the true point of beginning of this description; thence continuing South 73 degrees 00 minutes 00 seconds East 41.49 feet; thence North 64 degrees 00 minutes 00 seconds East 105.00 feet; thence North 45 degrees 00 minutes 00 seconds east 40.00 feet to the northern-most corner of said Lot numbered four (4) in the PLAT OF COUNTRY CLUB ESTATES, EXTENDED, SECTION 2, thence North 00 degrees 00 minutes 00 seconds East 30.00 feet along the westerly line of Lot numbered five (5) in the PLAT of COUNTRY CLUB ESTATES, EXTENDED, SECTION 2; thence South 60 degrees 24 minutes 35 seconds West 186.68 feet back to the true point of beginning, containing 0.122 acres subject to legal assessments of record.

Said description prepared by William C. Boyer, L.S. #5-0311, State of Indiana.

PAMELA ADAMS COLEMAN 10P  
STEBEN COUNTY RECORDER

PRC Date 02/11/2005 Time 10:12:22

I 05020271

Page 10 of 10

A parcel of land situated in Section 11, Township 37 North, Range 13 East, Pleasant Civil Township, Steuben County, Indiana described as follows:

Beginning of a PK nail with disk "BEVINGTON RLS 29600007" accepted as the northwest corner of Lot 62 in Country Club Estates Extended, Section 1, as recorded Plat Book 4, page 93, in the Office of the Recorder, Steuben County Indiana; thence South 70 degrees 02 minutes 01 seconds West, on the Northerly line of Lot 63 in Country Club Estates Extended, Section 1, 11.89 feet to a 5/8" rebar stamped "COU"; thence North 00 degrees 37 minutes 58 seconds West, 15.18 feet to a 5/8" rebar stamped "COU"; thence North 82 degrees 58 minutes 00 seconds East, 183.56 feet to a 2 inch pipe on the Northerly line of said Lot 62; thence South 70 degrees 53 minutes 22 seconds West, on the northerly line of Lot 62, 174.10 feet to the Point of Beginning, containing 0.03 acres, more or less and being subject to and/or together with assessments and rights of record.

# PRELIMINARY TITLE

P16

APPROVED FOR RECORDING

DEC 2 2003

*Jim Hepler*  
AUDITOR STEUBEN COUNTY

PAMELA ADAMS COLEMAN 7P  
STEUBEN COUNTY RECORDER  
DLP Date 12/02/2003 Time 11:27:56  
I 03120072 Page 1 of 7

## LEASE AGREEMENT DR# 0204-0840 (4 year, miles) (all)

This lease made and entered into this 18 day of Aug, 2002, by and between LJGC, LLC (hereinafter "Landlord") and the State of Indiana Department of Administration for and on behalf of the Department of Natural Resources, Division of Outdoor Recreation (hereinafter "Tenant"), pursuant IC 14-19-1-2, IC 14-16-2-1et. seg., IC 4-13-1-4(2)

WITNESS THAT:

WHEREAS the Landlord, being the owner of the Premises described herein, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed, does hereby lease to the Tenant, certain real property located in STEUBEN County, Indiana (hereinafter the "Premises") providing for 1.5 miles of snowmobile trail located in Section 10, Township 37, Range 13, and approximately as shown on the map and legally described on Exhibit "A" attached hereto. Landlord warrants that it is the owner of the leased property, or, if not the owner, has attached to this lease authority in writing from the owner to act as the owner's agent for leasing of the property.

WHEREAS the Premises to be used and occupied by Tenant as a snowmobile trail riding area and are to be open to the public for such use.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree to the following terms, conditions, and provisions:

1. **DEFINITION OF SNOWMOBILE SEASON**  
The term "snowmobile season shall refer to the four month period from December 1<sup>st</sup> to March 31<sup>st</sup>."
2. **TERM OF LEASE**  
The term of this lease shall be for the snowmobile season of each year for a period of four (4) years, beginning on December 1, 2002, and ending on November 30, 2006. The Department may renew this agreement upon the same terms and conditions for an additional four (4) years by written notice following the end of this term.
3. **CONSIDERATION**  
Tenant shall pay Landlord the sum of seventy five dollars (\$75.00) per one quarter mile of trail for the use and occupation of the Premises. Payment shall be made upon the completion and mailing of an invoice voucher by the Tenant to the Auditor of the State of Indiana after March 31st of each year. The Tenant bears sole responsibility for correct completion of the invoice voucher. The total agreed rent for the entire term of this lease shall not exceed the sum of \$ 1800.00.

Page 1 of 6

# PRELIMINARY TITLE

4. **ENJOYMENT OF PREMISES**  
Landlord shall not act or allow others to act in any manner which impairs or prevents Tenant's or the public's full use of and enjoyment of the Premises for the purpose stated hereinabove.
5. **LIABILITY OF LANDLORD**  
In accordance with I.C. 14-16-2-28, Landlord owes no duty of care to keep the Premises safe for entry or use by persons operating, using, or riding snowmobiles, or to give warning of a dangerous or unsafe condition. Landlord, by allowing Tenant and the public upon the Premises, does not assume responsibility for nor incur liability for any injury to person or property caused by an act or omission of such person.
6. **NOTICE TO TENANT**  
The Landlord hereby agrees to give prompt notice to Tenant, by phone, when the Landlord becomes aware of any dangerous, unsafe, or defective condition upon the premises. Tenant shall telephone the local snowmobile club representative, or the DNR Streams and Trails Section (317-232-4070) to give this notice.
7. **TERMINATION OF LEASE**  
Tenant may terminate this Lease by giving Landlord thirty (30) days prior written notice. Acts of God rendering the Premises substantially unsuitable for the use intended under the lease shall automatically terminate the Lease.
8. **IMPROVEMENTS**  
Tenant may make all such improvements, attach such fixtures, or take such other actions as necessary, reasonable, or appropriate to carry out the stated purpose of this lease. Such improvements, fixtures, or actions shall include, but not be limited to:
  - (a) installation of sign posts, trail signs, trail markers, fence posts, fencing and
  - (b) removal of small trees, shrubbing, fence posts and fencing.
9. **RESTORATION OF THE PREMISES**  
Upon the expiration or termination of this lease and upon the conclusion of each snowmobile season included in the term of the Lease, Tenant shall not be required to replace any trees, shrubbery, or other plantings removed by Tenant, the removal of which was necessary to carry out the purpose of this lease. However, Tenant shall remove from the Premises all sign posts, trail signs, trail markers, fence posts, fencing, and other improvements which are related to or incidental to the use of the Premises as a snowmobile trail unless other arrangements are made with the Landlord.
10. **FUNDING BY STATE BUDGET AGENCY**  
When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this contract, the contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
11. **NON-DISCRIMINATION CLAUSE**  
Pursuant to I.C. 22-9-1-10, and Civil Rights Act of 1964, Landlord and its Subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to his hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, handicap, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Lease.

# PRELIMINARY TITLE

Acceptance of this Lease also signifies compliance with applicable Federal laws, regulations and Executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

12. **MAINTAINING A DRUG FREE WORK PLACE  
(EXECUTIVE ORDER 90-5)**

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all leases with and grants from the State of Indiana in excess of \$25,000. No award of a lease shall be made, and no lease, purchase order or agreement, the total amount of which exceeds \$25,000 shall be valid, unless and until this certification has been fully executed by the Landlord and made a part of the lease or agreement as part of the lease documents.

The Landlord certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Landlord's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; and
- B. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the Landlord's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- C. Notifying all employees in the statement required by subparagraph A above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Landlord of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (c) (2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

13. **INDEMNIFICATION**

The Landlord agrees to indemnify, defend, and hold harmless Tenant and the State of Indiana, and its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses, caused by any act or omission of the Landlord

# PRELIMINARY TITLE

and/or subcontractors, and from all claims for injury or damage to persons or property arising from the Landlord's execution and performance of this Lease agreement.

## 14. CONFLICT OF INTEREST

A. As used in this paragraph:

1. "Immediate family" means the spouse and the unemancipated children of an individual.

2. "Interested party" means:

(a) The individual executing this Lease;

(b) An individual who has an interest of three percent (3%) or more of Landlord, if Landlord is not an individual; or

(c) Any member of the immediate family of an individual specified under subdivision (a) or (b).

3. "Department" means the Indiana Department of Administration.

4. "Commission" means the State Ethics Commission.

B. The Department may cancel this Lease without recourse by Landlord if any interested party is an employee of the State of Indiana.

C. The Department will not exercise its right of cancellation under subparagraph B above if Landlord gives the Department an opinion by the Commission indicating that the existence of this Lease and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Lease consistent with an opinion of the Commission obtained under this section.

D. Landlord has an affirmation obligation under this Lease to disclose the Department when an interested party is or becomes an employee of State of Indiana. The obligation under this subparagraph extends only to those facts which Landlord knows or reasonable could know.

## 15. GOVERNING LAWS

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

# PRELIMINARY TITLE

16. NOTICE

All notices are required to be given under this Lease will be made in writing and will be sent by registered or certified mail to the parties, as follows:

Landlord: Name: LJQC, LLC (RICHARD SMITH OWNER/DIRECTOR OF GOLF)  
Address: 1445 W 275 N  
ANGOLA, IN  
Phone number: 260-833-3967  
Social Security number: 35 215 8382

Tenant: State of Indiana  
Department of Natural Resources  
Division of Outdoor Recreation  
402 W. Washington Room W271  
Indianapolis, IN 46204

Copy to: Commissioner of Administration  
Department of Administration  
Indiana Government Center South  
402 W. Washington St. Rm. W479  
Indianapolis, IN 46204

17. NON-COLLUSION AND ACCEPTANCE

The undersigned attests under penalties of perjury that they are the contracting party or that they are the representatives, agents, members or officers of the contracting party, that they have not, nor have any other members, employees, representatives, agents or officers of the firm, company, corporation or partnership represented by them, directly or indirectly, to the best of their knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and they have not received or paid, any sum of money or other consideration for the execution of this Lease other than that which appears upon the face of the Lease.

18. LOSS OF USE

In the event the premises are made untenable or are partially or totally destroyed by fire, explosion or other casualty provided such total or partial destruction is not caused by tenant; (a) the leased premises shall be repaired as speedily as possible at Landlord's expense; (b) either party may elect to terminate the lease by notifying the other party in writing within thirty (30) days of the casualty, and rent shall abate and be paid only to the date of the casualty; (c) Landlord and Tenant can agree in writing to continue the lease from the undamaged premises at a rent apportioned according to the usable space. If the premises are unusable during the restoration period the rent shall abate during this period.

# PRELIMINARY TITLE

IN WITNESS to their agreement, the persons signing this Lease execute it for the Landlord and Tenant on the date and year first written above.

FOR LANDLORD:

LJQC, LLC

RICHARD SMITH

DATE: 8-17-02

owner / Director of Golf

X [Signature]

The above named person personally appeared before me, a notary public and acknowledged the execution of this Lease, this 17 day of 8, 2002.

[Signature]  
Notary Public  
HOFFER  
Printed Name  
Commission Expires: 8-14-09

County of Residence: STUBEN

FOR TENANT:

[Signature]  
For: John Goss, Director of Indiana DNR

DATE: 8-7-03

The Department of Administration

[Signature]  
For: David Perlini, Commissioner

DATE: 8-11-03

State Budget Agency

[Signature]  
For: Marilyn F. Shvitz, Director

DATE: August 11, 2003

Approved as to form and legality:

approval as to form granted by Office of the Attorney General  
For: Steve Carter, Attorney General

DATE: June 29, 2001

PLEASE SIGN ONLY IN BLACK INK



# PRELIMINARY TITLE

00-05-0174

RECEIVED FOR RECORD

2000 MAY -5 P 1:28

Steuben Lakes Regional Waste District  
Memorandum of Agreement

RECORDER STEUBEN COUNTY

*Franklin A. Brown*

THIS AGREEMENT is entered into this 22<sup>nd</sup> day of November, 19 99

By and between the STEUBEN LAKES REGIONAL WASTE DISTRICT (hereinafter referred to as "District") and  
Lake James Golf Association, Inc., Douglas Vanette, President and Allen Franco, Vice President  
(herein after referred to as "OWNER") located at 1445 W 275 N  
Deed Record # 211-332

WITNESSETH THAT:

WHEREAS, District has constructed and is operating a Sewage Disposal System; and  
WHEREAS, Owner is desirous of connecting real estate owned by Owner to the Sewage Disposal System; and  
WHEREAS, Owner is willing to cooperate with District in furtherance of the future operation and maintenance of said Sewage Disposal System;

NOW, THEREFORE, the parties agree as follows:

1. District will:

- A. Review site proposed by Owner for location of septic tank required for Sewage Disposal system and determines if said location meets with the regulations of District and the Steuben County Health Department. District will have sole discretion to determine septic tank location.
- B. Provide Owner with the specifications required for the septic tank, effluent pump, control panel and other components that may need to be installed by Owner on Owner's real estate.
- C. Inspect the installation by Owner of the septic tank, effluent pump, control panel and other components to see if said items have been installed in accordance with the District's requirements on real estate owned by Owner.
- D. Inspect the connection made by Owner of the wastewater output line from the septic tank to the transmission line installed by District to see if on site system is operating properly.
- E. Accept the on site system constructed by Owner at Owner's expense if its installation is approved by District.
- F. Pay all costs of operations and maintenance of the Sewage Disposal System commencing at the wastewater input side of the septic tank on real estate owned by Owner one year after on site system is accepted by District, except for the electricity required to operate the effluent pump located at the wastewater output side of the septic tank and the costs for pumping said septic tank when required by District.

2. Owner will:

- A. Execute an easement providing District with access to repair and replace the on site system constructed by Owner on real estate owned by Owner.
- B. Pay the charges of a District Representative to observe the physical hook up to the District's transmission line.
- C. Provide District with boundary line survey of real estate owned by Owner showing location of existing well and septic tank if requested by District.
- D. Purchase at Owner's expense the septic tank, effluent pump, control panel and other components that may be required by District's specifications.
- E. Not proceed with installation of components for on site system until written authorization is received from District. If the property owner does not comply with the provisions of the District's Memorandum of Agreement and Authorization letter, the District may terminate hook up approval and refund your hook up fee check less expense the District has incurred.
- F. Install at Owner's expense and in a manner approved by District, the septic tanks, effluent pump, control panel and other components required by the District within six (6) months from the date of this Agreement. If installation of components for on site system has not occurred by that time, Owner agrees that District, at its sole option, may terminate hook-up approval previously approved and refund owner hook-up fee check less expenses the District has incurred.

# PRELIMINARY TITLE

- G. Complete at Owner's expense and in a manner approved by District all electric and plumbing hook-ups required to connect Owner's on site system to the Sewage Disposal System.
  - H. Pay all expenses necessary to repair and maintain the on site system during the first twelve (12) months after connection is made to Sewage Disposal System.
  - I. Pay User Charge, which has been established by District by Ordinance.
  - J. Abide by Use restrictions adopted by District by Ordinance.
  - K. Agree that if User Charge is not paid when assessed, that said charge shall be a lien on real estate owned by Owner as stated in the Indiana Code law 13-26-13-1 et seq that provides for the procedure for acquiring a lien for delinquent fees.
  - L. Pay any electrical bill required for the operation of any effluent pump installed on the real estate as a part of the Sewage Disposal System.
  - M. To pay the costs of pumping out the septic tank as District determines it is necessary to pump out said septic tank to provide the proper operation of the Sewage Disposal System.
  - N. Carefully review guidelines provided by District for operation of system and abide by said guidelines.
  - O. Install a remote reading water meter purchased from the District.
3. The parties hereto mutually agree:
- A. The hook-up granted is for a beauty salon, generating a maximum of 300 gallons of wastewater per day to be deducted from the original 1000 gallons per day granted in original easement dated October 18, 1982. Decd Record # 187-413.
  - B. Ownership of all components comprising on site system shall be with District after acceptance of on site system by District.
  - C. The provisions of this Agreement are binding upon the parties thereto, their representatives, successors and assignees.
  - D. To cooperate in good faith in resolving any problems arising under the terms of this Agreement.
  - E. To accept responsibility for their own acts of negligence and to protect and save harmless the other party from any liability that may result.
  - F. If District is unable to service Sewage Disposal System because of obstruction or lack of sufficient access, owner will reimburse District for expenses incurred by District.
  - G. If, as a result of the proposed construction, surface water can enter the Sewage Disposal System, Owner will take all steps necessary, at Owner's expense, to prevent surface water from entering the Sewage Disposal System. In addition, Owner shall not permit water from swimming pool, Jacuzzi or other such facility to drain into the Sewage Disposal System.
  - H. Owner will obtain approval from the Steuben County Health Department for the disposal of any water resulting from the operation of a Swimming pool, Jacuzzi or similar facility.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

OWNERS:  
X *[Signature]*  
X *[Signature]*

STEUBEN LAKES REGIONAL WASTE DISTRICT

By: *[Signature]*  
David M. Boudia, President  
Board of Trustees

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF STEUBEN    )

Before me, the undersigned Notary Public in and for said County and State this 22 day of November, 1999, personally appeared: Douglas Vanette, Owner, over the age of eighteen (18) years and acknowledged the execution of the foregoing Memorandum of Agreement.

IN WITNESS WHEREOF, I have here unto set my hand and seal.

My Commission Expires  
6-18-2008

*[Signature]*  
Notary Public  
Resident of Steuben Co., IN



# PRELIMINARY TITLE

00-05-0174

RECEIVED FOR RECORD

2000 MAY -5 P 1:28

RECORDER STEUBEN COUNTY

*Janet Adams Clever*

STATE OF INDIANA )  
 ) SS:  
COUNTY OF STEUBEN )

Before me, the undersigned Notary Public in and for said County and State this 22 day of November, 19 99, personally appeared: Allen Franco, Owner, over the age of eighteen (18) years and acknowledged the execution of the foregoing Memorandum of Agreement.

IN WITNESS WHEREOF, I have here unto set my hand and seal.

My Commission Expires

6-18-2008

Melanie Hull  
\_\_\_\_\_, Notary Public  
Resident of Steuben Co., IN



STATE OF INDIANA )  
 ) SS:  
COUNTY OF STEUBEN )

Before me, the undersigned Notary Public in and for said County and State this 22<sup>nd</sup> day of November, 19 99, personally appeared: David M. Boudia, On behalf of the STEUBEN LAKES REGIONAL WASTE DISTRICT, over the age of eighteen (18) years and acknowledged the execution of the foregoing Memorandum of Agreement.

IN WITNESS WHEREOF, I have here unto set my hand and seal.

My Commission Expires

June 18, 2008

Melanie Hull  
\_\_\_\_\_, Notary Public  
Resident of Steuben Co., IN



This instrument prepared by:  
John J. Wernet, Esq.  
MILLER CARSON BOXBERGER & MURPHY LLP  
1400 One Summit Square  
Fort Wayne, IN 46802  
219-423-9411

# PRELIMINARY TITLE

Miscellaneous Record 41 Page 12


# 9260

October 8, 1986

On this day Mr. Prosser, Mr. Beck and Mr. Ingledue met to discuss the possible problems of 1) the close proximity of the condos Mr. Ingledue is building to the LAKE JAMES GOLF COURSE hole #2 and 2) the " common area behind #2 green that will be considered part of the golf course.

#1 The Lake James Golf Club does not assume any liability for damage by golfers to the condos. Any breakage will be the responsibility of individual golfers and it is our wish ( owners of I J G C ) that the tenants be appraised of this prior to moving in.

#2 According to lot lines first established it was shown that the condo " commons " lot line ran through part of #2 green. Mr. Ingledue has agreed to allow the usage of a semi circular area approximately 7 yards wide to golf course for the existant of the golf course. This area will be used and maintained by the LAKE JAMES GOLF CLUB.

  
JE Prosser

  
J. Ingledue

Notary Public, Steuben County, State of Indiana  
My Commission Expires April 12, 1989

  
N. Hansen, Notary Public  
Frederick J. Beck

  
Dated

RECEIVED FOR RECORD  
AT 11:20 O'CLOCK A.M.  
RECORD NO. 71 PAGE 12

OCT 23 1986

  
Lilah Sellen  
Recorder, Steuben County

This document prepared by JH (Prosser)

# PRELIMINARY TITLE

Deed Record 223 Page 551

# 1534

## ELECTRIC POWER LINE RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made and entered into this 20th day of July, 1990, by and between:

~~Marolf & Associates, Inc.; an Indiana Corporation, by George Bowers, Vice-President~~  
~~(This document is subject to the standard office book recording rules of the State of Indiana, which shall apply to this document over the age of eighteen years)~~  
~~(The age of eighteen years is hereby declared to be the age of majority for the purposes of this document, and the age of majority for the purposes of this document shall be the age of eighteen years.)~~  
who is (are) hereinafter referred to as the GRANTOR,

and

The STEUBEN COUNTY RURAL ELECTRIC MEMBERSHIP CORPORATION ("REMC"), an Indiana not for profit Corporation, which is hereinafter referred to as the GRANTEE;

### WITNESSETH:

The Grantor, in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does grant and convey to the Corporation, its successors, and assigns, subject to the limitations hereinafter described, the perpetual right, privilege and easement:

(1) To go in and upon those lands of the Grantor situated in Steuben County, Indiana, the same being more particularly described as follows: (from VOL. REC. 199, page 440)

the real estate described in the attached Exhibit "A", which is made a part hereof by reference.

RECEIVED FOR RECORD  
AT 8:45 O'CLOCK A.M.  
RECORD NO. 223 PAGE 551

JUL 23 1990

said real estate being located in or near [describe related roads, highways, towns and other landmarks]:

Angola, Indiana

*Robert Sellers*  
Recorder, Steuben County

(2) To erect, construct, reconstruct, replace, operate, maintain, use and repair in, upon, under, over and through said real estate, and to provide underground or above ground "service", in or outside of the described real estate to all homes, buildings, poles, or other points of consumption, for which electrical services or other services provided by the Grantee, or its representatives or lessees and/or in upon, over or along all waterways, streets, roads or highways thereunto abutting, in a proper manner, with poles, towers, overhead and underground wires, line, cables, and all necessary and proper appliances, electrical transmission and/or distribution lines or systems, or structures of wood or metal for the purposes of transmitting and/or distributing electricity by one or more circuits and of supporting telephone, cable television or telegraph wire of the Corporation or any lessee thereof, together with a right-of-way, on, along and in all of a strip of land lying and being as above stated in the aforesaid county and description, and as shown on and located by a certain map or sketch, which is on file at the office of the Grantee ("REMC");

(3) To enter upon said real estate at any time for the purpose of inspecting said lines and facilities and making necessary repairs and alterations thereof (the survey line of all of which has been surveyed and staked out on said real estate as shown on and located by the map above referred to);

(4) To make such changes, alterations and substitutions in said lines, facilities or structures from time to time as the Grantee deems advisable or expedient;

(5) To, by mechanical or chemical means or otherwise, keep and maintain a right-of-way clear of all structures, blockages, trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures;

(6) To cut or fell any tree or trees in or outside of said right-of-way herein granted which, in the opinion of the Grantee or its representative(s), constitute a hazard to or may endanger the safe and proper operation or maintenance of said lines, facilities or structures, an "endanger[ing]" tree being any tree whose height plus five (5) feet is equal to or greater than the distance from the base thereof to point on the ground directly beneath the nearer side of the nearest conductor or to the nearest conductor itself;

(7) To install at angle points guy wires, anchors, and stub poles in or outside the designated right-of-way strip.

The Grantor agrees that all lines, facilities, structures and related apparatus and appliances installed on the above-described real estate by the Grantee, or its representatives shall be and remain the property of the Grantee, removable and or replaceable at its option. All trees which the Grantee is authorized to cut by this agreement shall be the property of the Grantee.

The Grantee agrees that in locating and installing its structures and anchors it will endeavor to take advantage of roadways, streets, ditches, hedge rows, etc. so as to cause the least interference to the Grantor and his use of said real estate.

The Grantor also agrees and grants the Grantee, during periods of construction and/or resulting or subsequent maintenance, inspection, repairs, or reconstruction thereof as may be necessary, the right and privilege of using such land abutting on said easement as may be necessary, for the purpose of placing materials and excavated resources from the said easement and for the purpose of bringing upon such easement machinery, pipes, poles and equipment.

The Grantor reserves unto himself, his heirs, successors, or assigns, the full right to take, use and enjoy the land embraced within this easement in every manner not inconsistent with this grant, including, but not limited to, the specific right to construct driveways, entranceways, and sidewalks upon, over and across said easement and to cross said easement with other utility, water, and sewer lines at an angle of not less than 30 degrees. The rights reserved by the Grantor shall be subject at all times to the paramount right of the Grantee, to dig up, remove, or destroy any portion of the roadways, driveways, sidewalks, or entranceways or other blockage crossing said easement, for the purpose of maintaining, inspecting and operating their respective facilities. The facilities shall be located with said easement so as not to obstruct any driveways, sidewalks or entranceways to the real estate which this easement crosses. Any shrub-said easement or other structure placed in the described real estate shall be done so at the risk of the property owner and the utility will not be held responsible for damages done to any structure, shrubbery, or fence resulting from the utility having to make excavation or openings in the utility easement. The Grantor agrees that a reasonable time will be given the Grantee to install their initial facilities prior to the construction of the aforesaid driveways, sidewalks, and entranceways.

The Grantor covenants that he truly owns the above described real estate and that the same is free and clear of all encumbrances or lines, unless otherwise disclosed to the Grantee.

The Grantee may license, permit, lease or otherwise authorize the utilization of this Easement by any other utility, including cable television companies, so long as there is no substantial increase in the burden to the Easement hereby granted.

# PRELIMINARY TITLE

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Grantee, its successors, and assigns, forever.

IN WITNESS WHEREOF, the Grantor does hereunto set hand and seal, this 20th day of July, 1990.

George Bowers - v. l. l.  
By: George Bowers, VICE-PRESIDENT . GRANTOR  
\_\_\_\_\_. GRANTOR  
\_\_\_\_\_. GRANTOR  
\_\_\_\_\_. GRANTOR  
\_\_\_\_\_. GRANTOR

State of Indiana )  
County of Steuben ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 20th day of July, 1990 personally appeared:

George Bowers

each over the age of eighteen (18) years, and acknowledged the execution of the foregoing easement as free and voluntary act. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Alan D Hile  
(signature)

Alan D Hile  
(printed name)

My commission expires: 2-14-94

Resident of: Steuben County.

This instrument prepared by:

Randy Coffey Attorney at Law,  
213A North Martha Street, Angola Indiana

# PRELIMINARY TITLE

## EXHIBIT A

A fifteen (15) foot wide easement lying west of and adjacent to the east line of FAIRWAY TERRACE across the following described tract of land.

A part of the southwest quarter of Section 11, Township 37 North, Range 13 East, Pleasant Township, Steuben County, Indiana, described as follows:

Commencing at the southwest corner of the east half of the east half of the southeast quarter of Section 10, Township 37 North, Range 13 East; thence North 00 degrees 21'30" West 650.70 feet along the west line of said east half of the east half of the southeast quarter of Section 10; thence North 89 degrees 00' East 229.58 feet; thence South 73 degrees 00' East 130.00 feet; thence North 64 degrees 00' East 103.00 feet; thence North 45 degrees 00' East 40.00 feet; thence North 00 degrees 00' East 122.00 feet; thence North 90 degrees 00' East 157.67 feet to the west line of Fairway Terrace; thence South 00 degrees 00' East 85.00 feet along said west line; thence North 90 degrees 00' East 50.00 feet to the east line of Fairway Terrace; thence North 00 degrees 00' East 50.00 feet along said east line thence North 90 degrees 00' East 110 feet; thence North 11 degrees 00' East 220.00 feet; thence North 40 degrees East 45.00 feet 00'; thence North 65 degrees 00' West 159.66 feet to a point on the east line of Fairway Terrace and being the true point of beginning of this description; thence South 65 degrees 00' East 159.66 feet; thence North 47 degrees 00' East 230.00 feet; thence North 29 degrees 38'48" West 116.32 feet to the east line of Fairway Terrace; thence South 56 degrees 00' West 240.00 feet along said east line; thence southwesterly 80.16 feet along a 210.09 foot radius curve to the left, said curve has a central angle of 56 degrees 00', back to the true point of beginning, containing 0.85 acres subject to legal easements of record.

ALSO:

A fifteen (15) foot wide easement lying west of and adjacent to the west line of FAIRWAY TERRACE across the following described tract of land.

A part of the east half of the east half of the southeast quarter of Section 10, together with part of the southwest quarter of Section 11, all being in Township 37 North, Range 13 East, Pleasant Township, Steuben County, Indiana, described as follows:

Commencing at the southwest corner of the east half of the east half of the southeast quarter of said Section 10; thence North 00 degrees 21' 30" West 650.70 feet along the west line of said east half of the east half of the southwest quarter of Section 10; thence North 89 degrees 00' East 229.59 feet; thence South 73 degrees 00' East 130.00 feet; thence North 64 degrees 00' East 105.00 feet; thence North 45 degrees 00' East 40.00 feet; thence North 00 degrees 0' East 230.00 feet; thence North 05 degrees 00' East 130.00 feet; thence North 12 degrees 00' East 140.00 feet; thence South 60 degrees 22'20" East 171.50 feet to a point on the west line of Fairway Terrace and being the true point of beginning of this description; thence North 60 degrees 22'20" West 171.50 feet; thence North 43 degrees 00' East 145.00 feet; thence North 50 degrees 00' East 370.00 feet; thence North 25 degrees 00' East 180.00 feet; thence South 88 degrees 00' East 130.00 feet to the west line Fairway Terrace; thence southwesterly 416.83 feet along a 367.42 foot radius curve to the right, said curve has central angle of 65 degrees 00'; thence South 56 degrees 00' West 240.00 feet along said west line of Fairway Terrace; thence southwesterly 124.21 feet along a 260.09 foot radius curve to the left; said curve has a central angle of 56 degrees 00' back to the true point of beginning. EXCEPTING THEREFROM land described in Deed Record Volume 206, page 159. The above described tract of land contains 2.72 acres after subtracting the EXCEPTION.

# PRELIMINARY TITLE

# 23586

RIGHT OF WAY GRANT Deed Record 213 Page 487

THIS INDENTURE WITNESSETH, That, MAROLF AND ASSOCIATES, INC., of Steuben County, Indiana, ("Grantor"), and the BOARD OF COMMISSIONERS of Steuben County, Indiana, ("Grantee");

That for and in consideration of the sum of \_\_\_\_\_ and other valuable considerations, the GRANTOR hereby grants to the GRANTEE a right of way and easement for a public road described as follows:

A 50' Roadway located in Part of the East half of the East half of the Southeast Quarter of Section 10, together with part of the Southwest Quarter of Section 11, all being in Township 37 North, Range 13 East, Pleasant Civil Township, Steuben County, Indiana. The roadway being 25' feet on each side of the following described centerline:

Commencing at the Southwest corner of the East half of the East half of the Southeast Quarter of said Section 10; thence North 0° 21' 30" West along the West line of the East half of the East half of the Southwest Quarter of said Section 10, 115.0 feet; thence North 89° 19' 43" East; 68.48 feet to the TRUE POINT OF BEGINNING of said centerline; thence 133.88 feet along a curve to the right with a radius of 246.74; thence North 53° 00' East, 510.0 feet; thence 231.91 feet along a curve to the left having a radius of 250.71 feet and a central angle of 53° 00'; thence North 0° 00' East, 250.0 feet; thence 229.77 feet along a curve to the right having a radius of 235.09 feet and a central angle of 56° 00'; thence North 56° 00' East, 240 feet; thence 445.19 feet along a curve to the left having a radius of 392.42 feet and a central angle of 65° 00'; thence North 9° 00' West, 50.04 feet to the intersection of the south line of Country Club Estates extended Section 1 and the centerline of a 50 foot roadway in said Plat known as Fairway Terrace, and terminating there.

ALSO, the sidelines of the above description are to be extended as shortened to match existing roadways.

IT IS FURTHER UNDERSTOOD and agreed that this conveyance transfers the right to make, construct and maintain such highway and general public utilities on said lands, and to use any materials lying within the above described lands suitable for use in construction and maintenance of said highway.

IT IS HEREBY CERTIFIED by the undersigned that Marolf and Associates, Inc., is the owner of the above described real estate and that the Grantor further certifies that there are no encumbrances, mortgages, leases, liens, contracts, or options of any kind upon said land and that this representation and certifi-

APPROVED FOR RECORDING  
This 20th day of July 1988  
*Deborah L. Kessler*  
Recorder, Steuben County, Indiana

RECEIVED FOR RECORD  
AT 8:50 O'CLOCK AM  
RECORD NO. 113 PAGE 487

JUL 20 1988

*Deborah L. Kessler*  
Recorder, Steuben County

# PRELIMINARY TITLE

ation is made for the purpose of inducing the Board of Commissioners of Steuben County, Indiana, to accept this easement.

The undersigned person executing this Grant represents and certifies on behalf of the Grantor, that the undersigned is a duly elected officer of the Grantor and has been fully empowered by proper resolution, or the by-laws of the Grantor, to execute and deliver this Grant; that the Grantor is a corporation in good standing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full corporate capacity to convey the real estate described; and that all necessary corporation action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, Grantor has caused this Grant to be executed this 6<sup>TH</sup> day of July, 1988.

MAROLF AND ASSOCIATES, INC.

BY: Fred Marolf President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF STEUBEN)

Before me, a Notary Public in and for said County and State, personally appeared FRED MAROLF, the President of Marolf and Associates, Inc., who acknowledged the execution of the foregoing Grant for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 6<sup>TH</sup> day of July, 1988.

My Commission Expires  
MAY 20, 1990

James C. Wren  
JAMES C. WREN Notary Public  
resident of Steuben County, Indiana



This Instrument Prepared By: Albert M. Friend, Attorney at Law,  
Angola, Indiana.

# PRELIMINARY TITLE

Miscellaneous Record 41 Page 33

RECEIVED FOR RECORD  
AT 12:27.0 CLOK P M  
RECORD NO. 41 PAGE 33

NOV - 7 1986

CERTIFIED COPY OF RESOLUTION  
ADOPTED AT A SPECIAL MEETING  
OF THE BOARD OF DIRECTORS OF  
MAROLF & ASSOCIATES, INC.

*Lila W. Sellers*  
Recorder, Steuben County

#9648

The undersigned, William P. Fagan, duly elected and qualified Assistant Secretary of Marolf & Associates, Inc., an Indiana corporation, hereby certifies that the following is a true and correct copy of a Resolution adopted at a special meeting of the Board of Directors of that corporation duly called and convened on November 6, 1986.

RESOLVED that Fred Marolf, Jr., President or George Bowers, Vice President of this corporation, be and they each hereby are, authorized to execute, acknowledge, and deliver, for and on behalf of this corporation and in its name any and all deeds, affidavits, and other documents which, in their opinion, are reasonably necessary or desirable with regard to any and all real estate owned by this corporation.

BE IT FURTHER RESOLVED that this resolution shall remain in full force and effect until modified by further action of the Board of Directors of this corporation recorded in the office of the Recorder of Steuben County, Indiana.

Attached hereto, made a part hereof and marked Exhibit "A" is a true and complete copy of the Certificate of the Secretary of State of the state of Indiana dated November 3, 1986, evidencing that this corporation is in good standing with that office.

I HEREBY CERTIFY that I am the duly elected, qualified, and acting Assistant Secretary of Marolf & Associates, Inc., an Indiana corporation and the keeper of the books, records, and seal of that corporation.

I FURTHER CERTIFY that the annexed and foregoing resolution constitutes a full, true, and correct copy of a resolution duly adopted by the Board of Directors of said corporation and that said resolution has not been amended or repealed, but is in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation this 6th day of November, 1986.



*William P. Fagan*  
William P. Fagan  
Assistant Secretary

# PRELIMINARY TITLE

Form No. 26-A  
Misc Form 26A21

Miscellaneous Record 41 Page 32

# 9647

STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE

RECEIVED FOR RECORD  
AT 2:25 O'CLOCK P.M.  
RECORD NO. 41 PAGE 32  
NOV - 7 1985

*Lilah Sellers*  
Recorder, Starbuck County

To Whom These Presents Come, Greeting:

I, EDWIN J. SIMCOX, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the Custodian of the corporate records and the Proper Office to execute this certificate.

I further certify that records of this office disclose that  
MAROLF & ASSOCIATES INC.

filed Articles of Incorporation on SEPTEMBER 27, 1985  
is a corporation duly organized and existing under and by virtue of the laws of the State of Indiana; and has filed annual corporation reports for all years in accordance with the statutory requirements, or is not yet required to file such annual reports, thus making said corporation in Good Standing with the Office of the Secretary of State.



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this  
3<sup>rd</sup> day of

NOVEMBER 1986

*Edwin J. Simcox*  
EDWIN J. SIMCOX, Secretary of State.

By *Mimi Demore*  
Deputy

# PRELIMINARY TITLE

Deed Record 187 Page 413

# 9924

STATE OF INDIANA )  
                  ) SS:  
COUNTY OF STEUBEN )

RECEIVED FOR RECORD  
AT 1:10 O'CLOCK P.M.  
RECORD NO. 187 PAGE 413

DEC 2 1982

*Alice Eble*  
Recorder, Steuben County

## EASEMENT AND RIGHT-OF-WAY AGREEMENT

THIS INDENTURE WITNESSETH THAT:

Lake James Country Club, Inc., by Kenneth A. Hansen, its President and Lawrence H. Hansen, its Secretary, of Steuben County, Indiana, hereinafter referred to as "Grantor", convey and warrant to the Steuben Lakes Regional Waste District of Steuben County, Indiana, hereinafter referred to as "Grantee", for and in consideration of value received and One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the following described permanent and temporary easements:

A permanent easement and right-of-way in which to construct, install, reconstruct, operate, remove, repair, and maintain a sewage disposal system consisting, among other things, of pumping chambers, absorption fields, underground pipelines and sewer mains over, across, through, and under the following described parcels of real estate situated in Steuben County, Indiana, to-wit:

### EASEMENT No. 1

A part of the Northeast quarter of Section 10, Township 37 North, Range 13 East, (Pleasant Civil Township) Steuben County, Indiana, described as follows:

A parcel of land ten (10) feet in width lying (5) feet on either side of a line more particularly described as follows:

Commencing at the center of Section 10 and thence running North 2 degrees 45 minutes East 583.60 feet along the north-south quarter section line of said section 10 to where said line intersects the south right-of-way line of county road 275 north said point being the true point of beginning; thence South 46 degrees 59 minutes east 212.59 feet; thence south 34 degrees 45 minutes 30 seconds east 190.00 feet to the center line of an access drive.

### EASEMENT No. 2

ALSO An easement for the construction and maintenance of an absorption field located on the first fairway of the Lake James Country Club described as follows: Commencing at the termination point of the previous described sewer easement No. 1 and thence running south 40 degrees 41 minutes 00 seconds east along the center line of the previous mentioned access drive

*RA*

# PRELIMINARY TITLE

(2)

300 feet; thence North 49 degrees 19 minutes east 200 feet; thence north 40 degrees 41 minutes 00 seconds West parallel to said access drive 300 feet; thence south 49 degrees 19 minutes west 200 feet back to the place of beginning, said tract contains 1.38 acres, more or less.

The said Grantor further warrants and conveys to said Grantee for the period of time reasonably necessary to install and construct, or to repair or reconstruct, the said sewer system, a temporary easement for the purpose of such installation, repair, construction and reconstruction, over, across, through, under, and along an area forty feet (40') in width, lying twenty feet (20') on either side of the line described in Easement No. 1.

The Grantor shall have the right fully to use and enjoy the surface of said easements and right-of-way, except as qualified above, and except as reasonably restricted by the sewage disposal system; provided that no buildings or other structures shall be placed upon said easements and right-of-way.

Grantee shall replace in a good and workmanlike manner all materials excavated pursuant to this agreement. All excess materials shall be placed according to the instructions of Grantor.

Grantor shall have the right to use the pumping chambers and absorption field to be located upon Easement No. 2, said use not to exceed one thousand (1,000) gallons of wastewater per day. Any such hook-up shall be at the sole expense of Grantor and the hook-up shall be approved by Grantee. After hook-up, Grantor shall share in the maintenance costs of the Sewage Disposal System as provided in the Maintenance and Easement Agreements between Grantee and owners of lots in LaGuna Park. A copy of said Maintenance and Easement Agreement is attached hereto.

Dated this 18 day of Oct., 1982

LAKE JAMES COUNTRY CLUB, INC.

BY: Kenneth A. Hansen

Kenneth A. Hansen, President

BY: Lawrence H. Hansen

Lawrence H. Hansen, Secretary

# PRELIMINARY TITLE

(3)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF STEUBEN )

Before me, a Notary Public, in and for said County and State, personally appeared Lawrence H. Hansen, Secretary of Lake James Country Club, Inc. and acknowledged the execution of the within and foregoing Easement and Right-of-Way Agreement to be his voluntary act and deed, this 13th day of October, 1982.

*Shirley A. Olson*  
Shirley A. Olson  
Notary Public  
Resident of Steuben County, IN

My Commission Expires: May 10, 1983

STATE OF INDIANA )  
 ) SS:  
COUNTY OF STEUBEN )

Before me, a Notary Public, in and for said County and State, personally appeared Kenneth A. Hansen, President of Lake James Country Club, Inc., and acknowledged the execution of the within and foregoing Easement and Right-of-Way Agreement to be his voluntary act and deed, this 18th day of October, 1982.

*Shirley A. Olson*  
Shirley A. Olson  
Notary Public  
Resident of Steuben County, IN

My Commission Expires: May 10, 1983

This instrument prepared by Craig T. Benson, Attorney at Law  
P.O. Box 51  
109 S. Martha St.  
Angola, IN 46703  
Telephone 219/665-6111

# PRELIMINARY TITLE

## CONSENT TO GRANT OF EASEMENT

The First National Bank of Fremont

by its duly authorized officers consents to the granting and conveying by Lake James Country Club, Inc. (an Indiana Corporation), by Kenneth A. Hansen, its Pres. and Lawrence H. Hansen, its Secretary, to the Steuben Lakes Regional Waste District of a permanent easement for the construction, maintenance or reconstruction of a Sewage Disposal System over real estate in Steuben County,

Indiana, more specifically described as follows:

EASEMENT NO. 1 - A part of the Northeast quarter of Section 10, Township 37 North, Range 13 East, (Pleasant Civil Township), Steuben County, Indiana, described as follows:

A parcel of land ten (10) feet in width lying five (5) feet on either side of a line more particularly described as follows: Commencing at the center of Section 10 and thence running North 0 degrees 45 minutes East 583.60 feet along the north-south quarter section line of said section 10 to where said line intersects the south right-of-way line of county road 275 north said point being the true point of beginning; thence South 46 degrees 59 minutes east 212.59 feet; thence south 34 degrees 45 minutes 30 seconds east 190.00 feet to the center line of an access drive.

EASEMENT NO. 2 - ALSO An easement for the construction and maintenance of an absorption field located on the first fairway of the Lake James Country Club described as follows: Commencing at the termination point of the previous described sewer easement No. 1 and thence running south 40 degrees 41 minutes 00 seconds east along the center line or the previous mentioned access drive 300 feet; thence North 49 degrees 19 minutes east 200 feet; thence north 40 degrees 41 minutes 00 seconds West parallel to said access drive 300 feet; thence south 49 degrees 19 minutes west 200 feet back to the place of beginning, said tract contains 1.38 acres, more or less.

E.F. McNaughton, Pres.  
D.G. Schimble, Vice-Pres.

STATE OF INDIANA, STEUBEN COUNTY, SS:

Before me the undersigned, a Notary Public in and for said County, this 22nd day of November, 1982,

First National Bank of Fremont of Fremont, Indiana, E.F. McNaughton, President and D.G. Schimble, Vice-President and Secretary acknowledge the execution of the above Consent to Grant of Easement.

WITNESS MY HAND and official seal.

Craig T. Benson  
Notary Public  
Resident of Steuben County, IN

My Commission Expires: May 3, 1983

This instrument prepared by Craig T. Benson, Attorney at Law,  
P.O. Box 514, Angola, IN 46703



# PRELIMINARY TITLE

Miscellaneous Record 36 Page 370

RECEIVED FOR RECORD  
AT 10:27 O'CLOCK A.M.  
RECORD NO. 36 PAGE 370

MAR 29 1977

# 5280

COUNTRY CLUB ESTATES

*Lila Seller*

Restrictions, Covenants, Limitations and Easements

All lots in said addition shall be subject to and impressed with the restrictions, covenants, limitations, easements and other charges hereinafter set forth, and shall be considered a part of any conveyance of any lot in said addition without being written therein. Said restrictions, limitations and other charges shall be covenants running with the land for the benefit of each and all of the owners of the lots in said addition, all or any of whom shall be entitled to injunction relief against any violation or attempted violation of said restrictions and limitations and also to damages in actions at law resulting from any violation thereof. It is the intention to confine enforcement of the restrictions and limitations hereby imposed to proceedings in equity and actions at law. There shall be no right of reversion or forfeiture of title resulting from the violation of said restrictions and limitations, or any of them.

The restrictions and limitations imposed upon the lots in said addition are as follows:

1. No lot shall be used for other than residential purposes. No trade, business, profession, or commercial activity of any kind shall be conducted within any building on any lot.
2. No lot shall be subdivided to form units of less area, and no more than one building for residential use shall be erected upon any lot. Each building for residential use shall be limited to a single family and shall have attached thereto a garage sufficient for at least two conventional-size automobiles.
3. No building exclusive of open porches or verandas shall be erected or located on any lot nearer to the street than the building line indicated on the recorded plat. No building shall be erected or located on any lot or parcel nearer to any side-line than ten (10) feet and as otherwise restricted in the applicable zoning ordinances. No building shall be erected within the easements indicated on the plat.
4. No lot shall be used at any time for a temporary residence, and no temporary residential structure or abode of any kind shall be permitted at any time upon any lot.
5. No dwelling shall be permitted, the ground floor area of which, exclusive of open porches, breezeways and garages, is less than fifteen hundred (1500) square feet in the case of a one story residence, or less than eleven hundred square feet (1100) in the case of a dwelling of more than one story, provided always, however, such area may be reduced to not less than twelve hundred (1200) and nine hundred (900) square feet respectively with the written approval so to do from Lake James Country Club, Inc., or the Architectural Committee of Country Club Estates Owners Association, Inc.. A residence of more than one story having less than fifteen hundred (1500) square feet of ground floor area shall have

# PRELIMINARY TITLE

(2)

at least five hundred (500) square feet of area completed on the second floor level within three (3) months after the dwelling is occupied.

6. No building of any kind shall be moved onto and upon any lot in said addition.

7. All fuel tanks within the addition shall be concealed within the building or buried. All electric power and telephone service connections to buildings in the addition shall be concealed by being located underground.

8. No fence shall be erected upon any lot in said addition unless and until approval thereof in writing has first been obtained from either Lake James Country Club, Inc., or the Architectural Committee of Country Club Estates Owners Association, Inc..

9. No bill board or other advertising sign or device shall be erected on any lot in said addition except by Lake James Country Club, Inc. or their agents and assigns for the original sale of said lots. This restriction shall not prevent the placing of one "For Sale" sign of not more than four (4) square feet on any lot by the owner or by a realtor who has the written permission of the owner of said lot so to do.

10. Before any house or building or any lot or tract in this addition shall be used and occupied as a dwelling or as otherwise provided in these restrictions, the developer or any subsequent owner of said lot or tract shall install all improvements serving said lot or tract as provided in the plans and specifications for this addition as filed with the Steuben County Plan Commission. This covenant shall run with the land and be enforceable by the Steuben County Plan Commission, or by any aggrieved lot owner in the addition.

11. Any municipal, public or quasi-public corporation ~~engaged in providing~~ one or more of the following utilities shall have the right to enter upon the strips of land subject to said easements for any purposes for which said easements or rights-of-way are reserved: For the erection, construction and maintenance of poles, wires or conduits, and the necessary or proper attachments in connection therewith for the transmission of electricity or for telephone or other utility purposes; also for the construction and maintenance of surface and storm water drains, public sewers, pipe lines for supplying gas, water and heat; and for any other public or quasi-public utilities or functions maintained, furnished or performed by or in any method beneath the surface of the earth.

12. No animals, poultry or livestock of any kind shall be raised, bred or kept on any lot or parcel, except that domestic household pets shall be permitted, provided they are properly housed and cared for.

13. Lake James Country Club, Inc. shall keep and maintain any vacant or unimproved lot in an orderly manner causing weeds and other growth to be cut when required and preventing accumulation of rubbish and debris on any such lot,

# PRELIMINARY TITLE

(3)

and Lake James Country Club, Inc. reserves the right to enter upon any such vacant or unimproved lot for said purposes. Lake James Country Club, Inc. shall charge an annual maintenance fee of Fifty Dollars (\$50.00) for each vacant or unimproved lot, payable on the last day of each year, which maintenance fee shall be and constitutes a lien on each lot inferior only to taxes, assessments, utility fees and a bona fide mortgage.

14. The owners, excluding Lake James Country Club, Inc. of any ten (10) lots in said addition, which owners are in actual occupancy of residences erected on their respective lots may, at any time within five (5) years from the date hereof, organize a "not-for-profit" corporation to be known as Country Club Estates Owners Association, Inc. and said "not-for-profit" corporation shall be deemed to be fully organized when and only when its Articles of Incorporation have been duly executed, and approved by the Secretary of State of Indiana. Upon the organization of such corporation, it shall have the right to impose upon each lot in said addition, excepting lots still retained by said Lake James Country Club, Inc., an annual maintenance fee in an amount to be determined from time to time by said association and the funds resulting from such maintenance fee shall be used by said association for the purpose of paying taxes, liability insurance premiums, maintaining any and all park areas included now, or hereafter, in the aforesaid plat, cleaning and repairing of private roads and rights-of-way, removing snow, cutting weeds, repairing public drains, paying for repairs and maintenance of any lakes or ponds and for such other purposes as may, from time to time, be deemed desirable by said Association. When said Association has fixed and imposed said maintenance fee upon the lots subject thereto as aforesaid, such maintenance fee shall be and constitute a lien upon each lot inferior only to taxes, assessments, utility fees and bona fide mortgages. Until said Association is organized as aforesaid, title to any park areas or ponds, and private roads and rights-of-way not dedicated to the public and maintained by Steuben County, Indiana, shall remain in said Lake James Country Club, Inc., and no owner of any lot in said plat shall have or possess any right, title or interest in and to the said park areas or ponds, or private roads and rights-of-way. When, however, said Association has been organized as aforesaid, then title to said park areas, ponds, private roads and rights-of-way shall immediately vest in said Association and the organization of said Association in and of itself shall be and constitute an acceptance of said park areas, ponds, private roads and rights-of-way by said Association and obligate it to keep and maintain said park areas, ponds, private roads and rights-of-way for the exclusive use and benefit of the owners of all the lots in said addition. After the organization of said Association as aforesaid, said Lake James Country Club, Inc. shall have no right, title or interest in said park areas, ponds, private roads or rights-of-way.

15. No building shall be erected or constructed or commenced upon any lot in said addition until the plans and specifications therefore together with the proposed location of such building shall have been submitted to and approved in writing by Lake James Country Club, Inc., or the Architectural Committee of Country Club Estates Owners Association, Inc., which consists of three (3) members elected by the members of Country Club Estates Owners Association, Inc. provided, however, that if the corporation or committee to whom said

# PRELIMINARY TITLE

(4)

plans, specifications and location are submitted fails to approve or disapprove the same within thirty (30) days after they have been submitted, then the party submitting the same may proceed without any such written approval.

16. No derelict machinery, junk, trash or litter other than that awaiting removal in the regular process of waste removal shall be permitted on any lot in said addition. All garbage waste and litter shall be removed at least every two (2) weeks. No waste, trash, debris or litter of any kind other than fill dirt or material shall be used for fill on any lot.

17. No construction shall remain unfinished with no work being done thereon for more than three (3) months.

18. Any user or occupier of land in this plat shall first obtain the necessary improvement location permit and Certificate of Occupancy as required by Steuben County Ordinance. The issuance of such permits shall be a condition precedent to the use and occupation of any lot or tract within the subdivision. This provision shall be construed to be a protective covenant running with the land and enforceable by the Steuben County Plan Commission, or by any aggrieved lot owner in this subdivision.

19. These restrictions and limitations shall remain in full force and effect for a period of ten (10) years from the date hereof, after which time they may be modified, altered, changed or abolished, in whole or in part, by a majority of the lot owners in said addition executing and recording such amendments and by obtaining the approval of the Steuben County Plan Commission if required by law. In the event no action is taken as outlined above at the end of ten (10) years, said restrictions shall be automatically extended for successive periods of five (5) years each.

20. Invalidation of any one of these restrictions or covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

FOR: LAKE JAMES COUNTRY CLUB, INC.

BY: Kenneth A. Hansen  
Kenneth A. Hansen, President

ATTEST:

Harold C. Hansen  
Harold C. Hansen, Secretary

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF STEUBEN )

Before me, a Notary Public, in and for said County and State, this 23<sup>rd</sup> day of Dec., 1976, personally appeared Lake James Country Club, Inc. by Kenneth A. Hansen, its President, and Harold C. Hansen, its Secretary, and

# PRELIMINARY TITLE

(5)

acknowledged the execution of the above and foregoing instrument to be its voluntary act and deed and that the same was made pursuant to the authority and resolution of the Board of Directors of said corporation.

*[Signature]*  
Notary Public

My Commission Expires: 4-20-80



FOR: LAKE JAMES GOLF COURSE COMPANY

BY: *[Signature]*  
James G. Baker, President

ATTEST:

*[Signature]*  
Bernice Baker, Secretary

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF STEUBEN )

Before me, a Notary Public, in and for said County and State, this 23 day of Dec., 1976, personally appeared Lake James Golf Course Company by James G. Baker, its President, and Bernice Baker, its Secretary, and acknowledged the execution of the above and foregoing instrument to be its voluntary act and deed and that the same was made pursuant to the authority and resolution of the Board of Directors of said corporation.

*[Signature]*  
Notary Public

My Commission Expires: 4-20-80



This instrument prepared by Dane L. Tubergen, Attorney at Law, Angola, Indiana.



# PRELIMINARY TITLE

98-03-0311

RECEIVED FOR RECORD  
1998 MAR -9 P 12:47  
RECORDER STEUBEN COUNTY  
*Mary Jane Leavelle*

## WARRANTY DEED

This Indenture witnesseth that Karen A. Counterman, over 18 years of age  
of Steuben County, in the State of Indiana

CONVEY and WARRANT to Lake James Golf Association, Inc.

of Steuben County in the State of Indiana

for and in consideration of --- one and - other considerations ----- dollars, the receipt whereof is hereby acknowledged, the following described Real Estate in Steuben County in the State of Indiana, to-wit:

see Description on attached EXHIBIT "A".....

Possession to be given on delivery of deed.

This conveyance is made subject to all taxes and assessments of record on said premises.

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE

MAR 6 1998 of

*Linda Hansen*  
AUDITOR STEUBEN COUNTY

State of Indiana, Steuben County, ss:  
Before me, the undersigned, a Notary Public  
in and for said County and State this  
day of 1997 personally  
appeared:

Dated this 30<sup>th</sup> Day of Dec., 1997.

*Karen A. Counterman*  
Karen A. Counterman

Seal

Karen A. Counterman, over 18  
years of age

Seal

and acknowledged the execution of the fore-  
going deed.

Seal

In witness whereof, I have hereunto sub-  
scribed my name and affixed my official seal  
My commission expires

Seal

CECILIA K HOWARD  
NOTARY PUBLIC STATE OF INDIANA  
STEUBEN COUNTY  
MY COM. EXPIRES MAR. 20, 2000

*Cecilia K Howard*  
Notary Public

a resident of Steuben Co., in.  
This instrument prepared by Thomas B. Wilson, Attorney at Law, Angola, In.

kbk/ub

# PRELIMINARY TITLE

RECEIVED FOR RECORD

98-03-0311

1998 MAR -9 P 12:47

RECORDER STEUBEN COUNTY

*Mary Jane Seibert*

## EXHIBIT "A"

A part of the southeast quarter of Section 10, Township 37 North, Range 13 East, and a part of the southwest quarter of Section 11, Township 37 North, Range 13 East, all in Pleasant Civil Township, Steuben County, Indiana, are described more fully as follows:

Commencing at the southwest corner of the east half of the east half of the southeast quarter of Section 10, Township 37 North, Range 13 East, Pleasant Civil Township, Steuben County, Indiana; thence North 00 degrees 21 minutes 30 seconds West 650.70 feet along the west line of said east half of the east half of the southeast quarter of Section 10; thence North 89 degrees 00 minutes 00 seconds East 229.58 feet; thence South 73 degrees 00 minutes 00 seconds East 130.00 feet; thence North 64 degrees 00 minutes 00 seconds East 105.00 feet; thence North 45 degrees 00 minutes 00 seconds East 40.00 feet; thence North 00 degrees 00 minutes 00 seconds East 230.00 feet; thence North 05 degrees 00 minutes 00 seconds East 130.00 feet; thence North 12 degrees 00 minutes 00 seconds East 140.00 feet to the northern-most corner of Lot numbered seven (7) in the PLAT of COUNTRY CLUB ESTATES, EXTENDED, SECTION 2, and being the true point of beginning of this description; thence North 43 degrees 00 minutes 00 seconds East 30.84 feet to the western-most corner of a 0.45 acre tract described in Deed Record 238, page 545; thence South 60 degrees 22 minutes 20 seconds East 165.59 feet along the southerly line of said 0.45 acre tract described in said Deed Record 238, page 545, to a point on the westerly right-of-way line of Fairway Terrace (also known as C.R. #110W); thence southwesterly 30.04 feet following said right-of-way line along a 260.09 foot radius curve to the left, said curve has a central angle of 56 degrees 00 minutes 00 seconds, and the chord of said curve segment bears South 31 degrees 57 minutes 40 seconds West 30.03 feet to the eastern-most corner of said Lot numbered seven (7) in the PLAT of COUNTRY CLUB ESTATES, EXTENDED, Section 2; thence North 60 degrees 22 minutes 20 seconds West 171.50 feet along the northerly line of said Lot numbered seven (7) back to the true point of beginning, containing 0.116 acres subject to legal easements of record.

Also subject to a fifteen (15) foot wide easement to Steuben County REMC as described in Deed Record 223, page 551. Said easement lying adjacent to and west of the westerly right-of-way line of Fairway Terrace (C.R.#110W). Approximately 0.104 acres is located in Section 10, and approximately 0.012 acres is located in Section 11.

Said description prepared by William G. Boyer, L.S. #8-0311, State of Indiana.

# PRELIMINARY TITLE

98-03-0310

RECEIVED FOR RECORD  
MAR -9 P 12:45  
RECORDER STEUBEN COUNTY  
*Mary Jane Leakes*

## WARRANTY DEED

This Indenture witnesseth that William G. Boyer and Tracy J. Boyer, husband and wife, both over 18 years of age

of Steuben County, in the State of Indiana

CONVEY and WARRANT to Karen A. Counterman

2105 N 110 W  
Angola, IN 46703

of Steuben County in the State of Indiana

for and in consideration of --- one and <sup>no</sup> other considerations ----- dollars, the receipt whereof is hereby acknowledged, the following described Real Estate in Steuben County in the State of Indiana, to-wit:

An undivided one-half interest in and to the following:

(See Description on attached EXHIBIT "A")

Possession to be given on delivery of deed.

This conveyance is made subject to all taxes and assessments of record on said premises.

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE

MAR 6 1998

*Linda Hendrix*  
AUDITOR STEUBEN COUNTY

State of Indiana, Steuben County, ss:  
Before me, the undersigned, a Notary Public  
in and for said County and State this 27  
day of June 1997, personally  
appeared:

William G. Boyer and Tracy J.  
Boyer, husband and wife, both  
over 18 years of age  
and acknowledged the execution of the fore-  
going deed.

In witness whereof, I have hereunto sub-  
scribed my name and affixed my official seal  
My commission expires Sept. 5, 1998.

*Robin B. Kidd*  
Robin B. Kidd Notary Public

a resident of Steuben Co., In.  
This instrument prepared by Thomas E. Wilson, Attorney at Law, Angola, In.

kbk/rdb

Dated this 27 Day of June 1997.

*William G. Boyer* Seal  
William G. Boyer  
*Tracy J. Boyer* Seal  
Tracy J. Boyer



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Seal

# PRELIMINARY TITLE

98-03-0310

RECEIVED FOR RECORD

1998 MAR -9 P 12:45

RECORDER STEUBEN COUNTY

*Mary Gene Lindsey*

## EXHIBIT "A"

A part of the southeast quarter of Section 10, Township 37 North, Range 13 East, and a part of the southwest quarter of Section 11, Township 37 North, Range 13 East, all in Pleasant Civil Township, Steuben County, Indiana, and described more fully as follows:

Commencing at the southwest corner of the east half of the east half of the southeast quarter of Section 10, Township 37 North, Range 13 East, Pleasant Civil Township, Steuben County, Indiana; thence North 00 degrees 21 minutes 30 seconds West 650.70 feet along the west line of said east half of the east half of the southeast quarter of Section 10; thence North 83 degrees 00 minutes 00 seconds East 229.58 feet; thence south 73 degrees 00 minutes 00 seconds East 130.00 feet; thence North 64 degrees 00 minutes 00 seconds East 105.00 feet; thence North 45 degrees 00 minutes 00 seconds East 40.00 feet; thence North 00 degrees 00 minutes 00 seconds East 230.60 feet; thence North 05 degrees 00 minutes 00 seconds East 140.00 feet to the northern-most corner of Lot numbered seven (7) in the PLAT of COUNTRY CLUB ESTATES, EXTENDED, SECTION 2, and being the true point of beginning of this description; thence North 43 degrees 00 minutes 00 seconds East 30.84 feet to the western-most corner of a 0.45 acre tract described in Deed Record 238, page 545; thence South 60 degrees 22 minutes 20 seconds East 155.59 feet along the southerly line of said 0.45 acre tract described in said Deed Record 238, page 545, to a point on the westerly right-of-way line of Fairway Terrace (also known as C.R. #110W); thence southwesterly 30.04 feet following said right-of-way line along a 260.09 foot radius curve to the left, said curve has a central angle of 56 degrees 00 minutes 00 seconds, and the chord of said curve segment bears South 31 degrees 57 minutes 40 seconds west 30.03 feet to the eastern-most corner of said Lot numbered seven (7) in the PLAT of COUNTRY CLUB ESTATES, EXTENDED, Section 2; thence North 60 degrees 22 minutes 20 seconds West 171.50 feet along the northerly line of said Lot numbered seven (7) back to the true point of beginning, containing 0.116 acres subject to legal easements of record.

Also subject to a fifteen (15) foot wide easement to Steuben County REMC as described in Deed Record 223, page 551. Said easement lying adjacent to and west of the Westerly right-of-way line of Fairway Terrace (C.R.#110W). Approximately 0.104 acres is located in Section 10, and approximately 0.012 acres is located in Section 11.

Said description prepared by William G. Boyer, L.S. #S-0311, State of Indiana.



**SCHRADER REAL ESTATE AND AUCTION OF FORT WAYNE, LLC**  
7009 N River Rd, Fort Wayne, IN 46815  
**260-749-0445 • 866-340-0445**  
**[www.SchraderFortWayne.com](http://www.SchraderFortWayne.com) • [www.SchraderAuction.com](http://www.SchraderAuction.com)**

