

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

OCT 18 1999

ACCESS RIGHTS ONLY

**WARRANTY DEED**

PETER BENJAMIN  
LAKE COUNTY AUDITOR

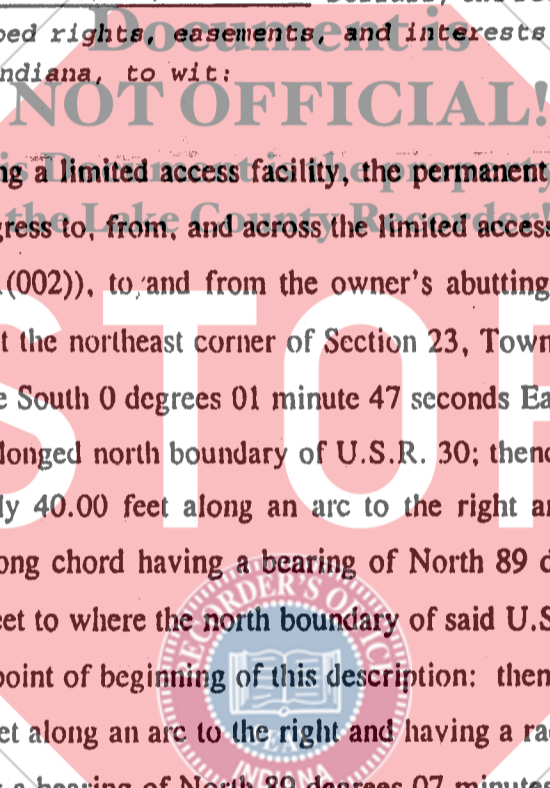
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99 OCT 20 AM 9:04  
Project F-200-1(002)  
Code 1772  
Parcel W. CARTER  
Page 1 of 2  
RECORDED

THIS INDENTURE WITNESSETH, That

Clark Oil and Refining Corporation, n/k/a Clark Refining & Marketing, Inc.

of ST. Louis County, in the State of Missouri Convey and Warrant to the STATE OF INDIANA for and in consideration of Three Hundred Forty-Three Thousand Two Hundred and 00/100\*\*\*\*\*(\$343,200.00) Dollars, the receipt whereof is hereby acknowledged, the following described rights, easements and interests in and to real estate situated in Lake County, Indiana, to wit:



For the purposes of establishing a limited access facility, the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as U.S.R. 30 and as Project F-200-1(002)), to and from the owner's abutting lands, along the line described as follows: Commencing at the northeast corner of Section 23, Township 35 North, Range 8 West, Lake County, Indiana; thence South 0 degrees 01 minute 47 seconds East 2,529.16 feet along the east line of said section to the prolonged north boundary of U.S.R. 30; thence along the prolonged boundary of said U.S.R. 30 Westerly 40.00 feet along an arc to the right and having a radius of 98,119.45 feet and subtended by a long chord having a bearing of North 89 degrees 10 minutes 23 seconds West and a length of 40.00 feet to where the north boundary of said U.S.R. 30 meets the west boundary of Colorado Street and the point of beginning of this description: thence along the boundary of said U.S.R. 30 Westerly 110.01 feet along an arc to the right and having a radius of 98,119.45 feet and subtended by a long chord having a bearing of North 89 degrees 07 minutes 45 seconds West and a length of 110.01 feet and terminating 50.00 feet East of the west line of the owner's land. The above-described access control line restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

The undersigned persons executing this deed represent and certify on behalf of the Grantor, that he/she 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 deed; 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 situate; that the Grantor has full corporate capacity to convey the real estate described; and that all necessary corporate action for the making of this conveyance has been duly taken.

Paid by Warrant No. 16213652  
Dated 8-4-99

Interests in land acquired for State Highway by the Indiana Department of Transportation 100 North Senate Avenue Indianapolis, IN 46204-2217

Dana Childress-Jones  
Attorney at Law:  
Attorney at Law

This Instrument Prepared by \_\_\_\_\_

4/24/96, CJH

TRANSACTION EXEMPT FROM SALES DISCLOSURE REQUIREMENTS UNDER IC6-1.1-55

001153

MC  
BA

Project F-200-1(002)  
Code 1772  
Parcel 6  
Page 2 of 2

Land and improvements \$ 0.00, Damages \$ 343,200.00 Total consideration \$ 343,200.00

The grantor shall clear and convey free of all leases, licenses, or contract sales pertaining to the particular interest in said rights as conveyed.

It is understood between the parties hereto, and their successors in title, and made a covenant herein which shall run with the land, that all interests in the lands hereinbefore described (excepting any parcels specifically designated as easements or as temporary rights of way) are conveyed in fee simple and not merely for right of way purposes, and that no reversionary rights whatsoever are intended to remain in the grantor(s).

IN WITNESS WHEREOF, the said Grantor  
has hereunto set its hand and seal, this 7<sup>th</sup> day of April, 1999.

Clark Refining & Marketing, Inc. (Seal)  
BY: Mark E. Jordan, Director of Real Estate (Seal) Attest: David A. Branch, Manager Real Estate (Seal)  
Mark E. Jordan, Director of Real Estate (Seal) David A. Branch, Manager Real Estate (Seal)  
(Seal) (Seal)  
(Seal) (Seal)  
(Seal) (Seal)

STATE OF MISSOURI ST. LOUIS County, ss:  
Before me, the undersigned, a Notary Public in and for said County and State, this 7<sup>th</sup> day of April, 1999; personally appeared the within named Mark E. Jordan, Director of Real Estate and David A. Branch, Manager of Real Estate for Clark Refining and Marketing, Inc. Grantor in the above conveyance, and acknowledged the same to be its voluntary act and deed, for the uses and purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.  
My Commission expires 6/3/2000 Notary Public  
County of Residence ST. LOUIS BEV ZURSKY Printed Name

STATE OF INDIANA, \_\_\_\_\_ County, ss:  
Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_; personally appeared the within named \_\_\_\_\_ Grantor in the above conveyance, and acknowledged the same to be \_\_\_\_\_ voluntary act and deed, for the uses and purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.  
My Commission expires \_\_\_\_\_ Notary Public  
County of Residence \_\_\_\_\_ Printed Name

STATE OF INDIANA, \_\_\_\_\_ County, ss:  
Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_; personally appeared the within named \_\_\_\_\_ Grantor in the above conveyance, and acknowledged the same to be \_\_\_\_\_ voluntary act and deed, for the uses and purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.  
My Commission expires \_\_\_\_\_ Notary Public  
County of Residence \_\_\_\_\_ Printed Name