

2002 044776

2002 2000

0:51

Form PHE-4  
8/98

**PERPETUAL HIGHWAY EASEMENT  
(FOR THE RELOCATION, CLEANING  
AND REPAIRING OF A LEGAL DITCH)**

TITLE ACQ BY:  
INST # 98058596

Project: NH-019-4(014)  
Code: 3846 ✓  
Parcel: 208 ✓  
Page: 1 of 3

**THIS INDENTURE WITNESSETH, That** \_\_\_\_\_  
V.E.L., Inc., an Indiana Corporation

the Grantor(s), of Lake County, State of Indiana Convey(s)  
and Warrant(s) to the **STATE OF INDIANA**, and to \_\_\_\_\_ County, Indiana the  
Grantees, for and in consideration of the sum of  
Twenty four thousand five hundred and 00/100 Dollars  
(\$ 24,500.00) (of which said sum \$ 24,500.00 represents land  
encumbered and improvements acquired and \$ -0- represents damages) and other valuable  
consideration, the receipt of which is hereby acknowledged, a perpetual easement in, under, over, along and upon certain  
Real Estate situated in the County of Lake, State of Indiana, which is more  
particularly described in the legal description(s) attached hereto as Exhibit "A" and depicted upon the Right-of-Way Parcel  
Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference, for the relocation,  
cleaning, repairing and general maintenance of an existing legal ditch located within the area of the said Real Estate.

This conveyance is subject to any and all easements, conditions and restrictions of record.

Interests in land acquired by the Indiana  
Department of Transportation  
Grantee mailing address:  
100 North Senate Avenue  
Indianapolis, IN 46204-2219  
I.C. 8-23-7-31

This Instrument Prepared By KELLY WHITEMAN  
ATTORNEY AT LAW  
Attorney at Law



TRANSACTION EXEMPT FROM SALES  
DISCLOSURE REQUIREMENTS UNDER  
IC6-1-1-5-5

**FILED**

MAY 08 2002

000726

PETER BENJAMIN  
LAKE COUNTY AUDITOR

NE  
35

Project: NH-019-4(014)  
Code: 3846  
Parcel: 208  
Page: 2 of 3

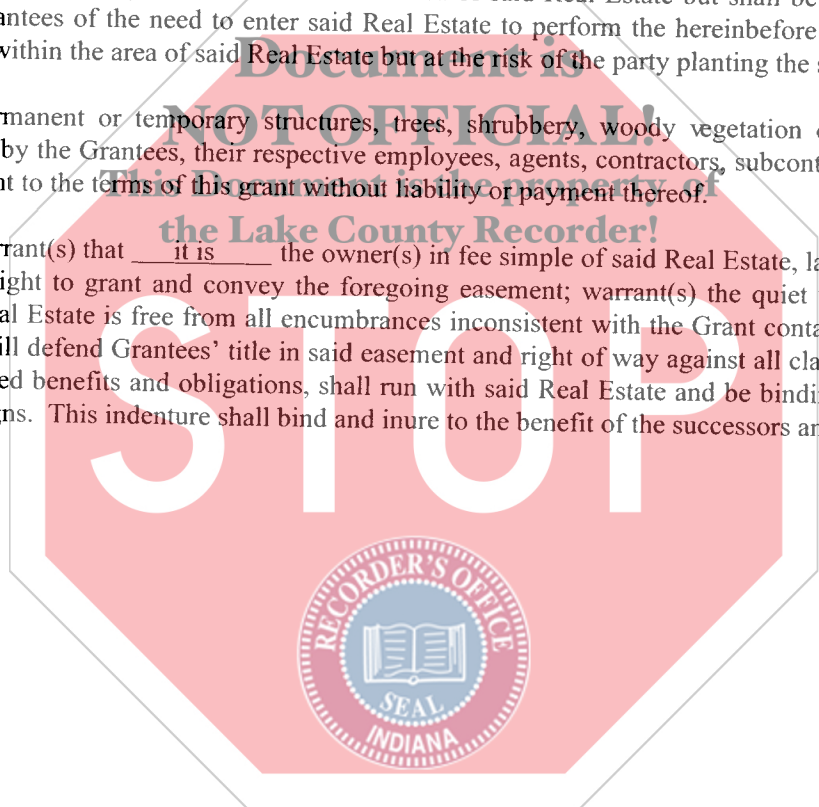
The Grantees, their respective employees, agents, contractors, subcontractors and assigns, shall have the right to enter in, under, over, along and through the area of the said Real Estate to relocate, clean, repair and generally maintain the said existing legal ditch and to remove any existing or future crops, trees, shrubbery or other woody vegetation therefrom.

The Grantor(s) and their successors in title, may use the area of said Real Estate in any manner not inconsistent with the Grantees' operation of said ditch, or the provisions of this grant, or of the Indiana Drainage Code, provided, however, that neither the Grantor(s) nor the Grantor(s) successors in title shall erect any permanent structure, nor plant any trees, shrubbery or other woody vegetation, within the area of said Real Estate without the prior express written consent of the Grantees.

Temporary structures may be located within the area of said Real Estate but shall be removed immediately upon notification by the Grantees of the need to enter said Real Estate to perform the hereinbefore described work. Likewise, crops may be planted within the area of said Real Estate but at the risk of the party planting the same.

Any such permanent or temporary structures, trees, shrubbery, woody vegetation or crops may be removed, damaged or destroyed by the Grantees, their respective employees, agents, contractors, subcontractors and assigns entering the Real Estate pursuant to the terms of this grant without liability of payment thereof.

Grantor(s) warrant(s) that \_\_\_\_\_ it is \_\_\_\_\_ the owner(s) in fee simple of said Real Estate, lawfully seized thereof and \_\_\_\_\_ it has \_\_\_\_\_ a good right to grant and convey the foregoing easement; warrant(s) the quiet use and enjoyment thereof; warrant(s) that said Real Estate is free from all encumbrances inconsistent with the Grant contained herein; and warrant(s) that \_\_\_\_\_ it \_\_\_\_\_ will defend Grantees' title in said easement and right of way against all claims. The easement granted herein, and its associated benefits and obligations, shall run with said Real Estate and be binding upon the Grantor(s) and all successors and assigns. This indenture shall bind and inure to the benefit of the successors and assigns of the Grantees.



Project: NH-019-4(014)  
Code: 3846  
Parcel: 208  
Page: 3 of 3

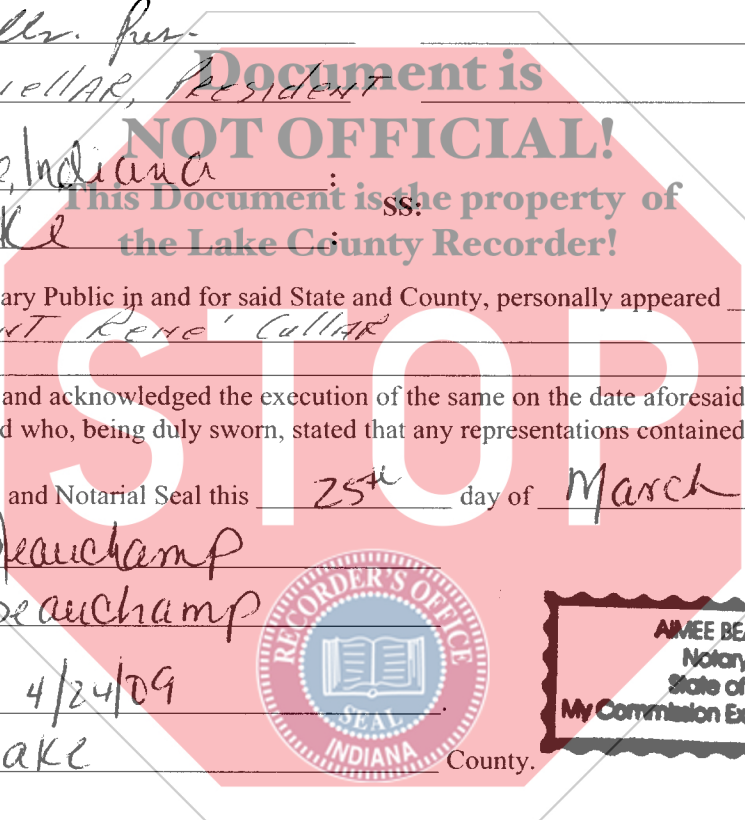
The undersigned person executing this deed represents and certifies on behalf of the Grantor, that he/she is a duly elected officer of the Grantor and has been fully empowered by proper resolution, or the by-laws of the Grantor, to execute and deliver this deed; that the Grantor is a corporation in good standing in the State of its origin and, where required, in the State where the subject real estate is situated; 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.

IN WITNESS WHEREOF, the said Grantor(s) ha S executed this instrument this 25<sup>th</sup> day of MARCH, 2002.

V.E.L., Inc.

By: Rene Cuellar, Pres.  
Rene Cuellar, President

STATE OF Lake, Indiana  
COUNTY OF Lake



Before me, a Notary Public in and for said State and County, personally appeared V.E.L., Inc by ITS President Rene Cuellar, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 25<sup>th</sup> day of March, 2002.

Aimee A. Beauchamp  
Signature  
Aimee A. Beauchamp  
Printed Name

My Commission expires 4/24/09

I am a resident of Lake County.

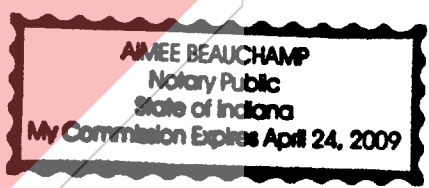
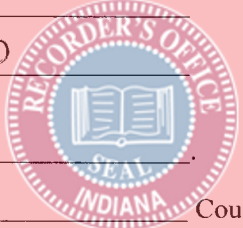


EXHIBIT "A"

Parcel: 208  
Code: 3846  
Project: NH-019-4(014)  
Road: U.S.R. 41

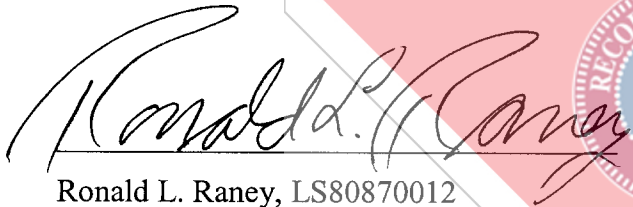
Sheet 1 of 1

Form PHE-4

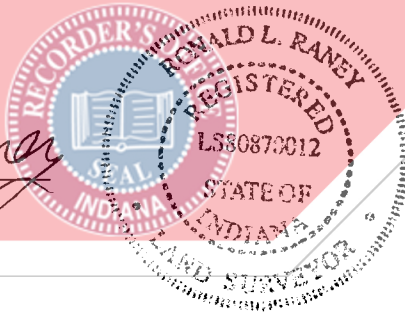
A part of Lot 6 in Schuyler Square West the plat of which is recorded in Plat Book 47, Page 137 in the Office of the recorder of Lake County, Indiana, described as follows: Beginning At a point on the south line of said lot North 89 degrees 32 minutes 07 seconds West 2.26 meters (9.06 feet) from the southeast corner of said lot; thence North 89 degrees 32 minutes 07 seconds west 6.384 meters (20.94 feet) along the south line of said lot; thence North 0 degrees 20 minutes 27 seconds West 45.385 meters (148.90 feet) to the boundary of U.S.R. 41; thence North 89 degrees 39 minutes 33 seconds East 6.384 meters (20.94 feet) along the boundary of said U.S.R. 41; thence South 0 degrees 20 minutes 27 seconds East 45.472 meters (149.19 feet) along said boundary to the point of beginning and containing 291.4 square meters (3,121 square feet) more or less.

**Document is NOT OFFICIAL!**  
**This Document is the property of the Lake County Recorder!**

The above description was prepared for the Indiana Department of Transportation by Ronald L. Raney a registered Land Surveyor in the State of Indiana, License Number LS80870012, on the 27<sup>th</sup> day of November 2001.



Ronald L. Raney, LS80870012

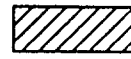


RIGHT-OF-WAY PARCEL PLAT  
PREPARED FOR INDIANA DEPARTMENT OF TRANSPORTATION

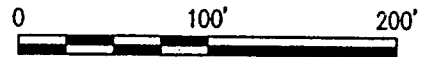
PARCEL: 208  
PROJECT: STPN-019-4(014)  
ROAD: U.S.R. 41  
COUNTY: LAKE  
SECTION: 29  
TOWNSHIP: 36 N.  
RANGE: 9 W.

OWNER: MERCANTILE NATIONAL BANK OF INDIANA,  
TRUST #3620  
INSTRUMENT NO. 439652 DATED: 10-26-77

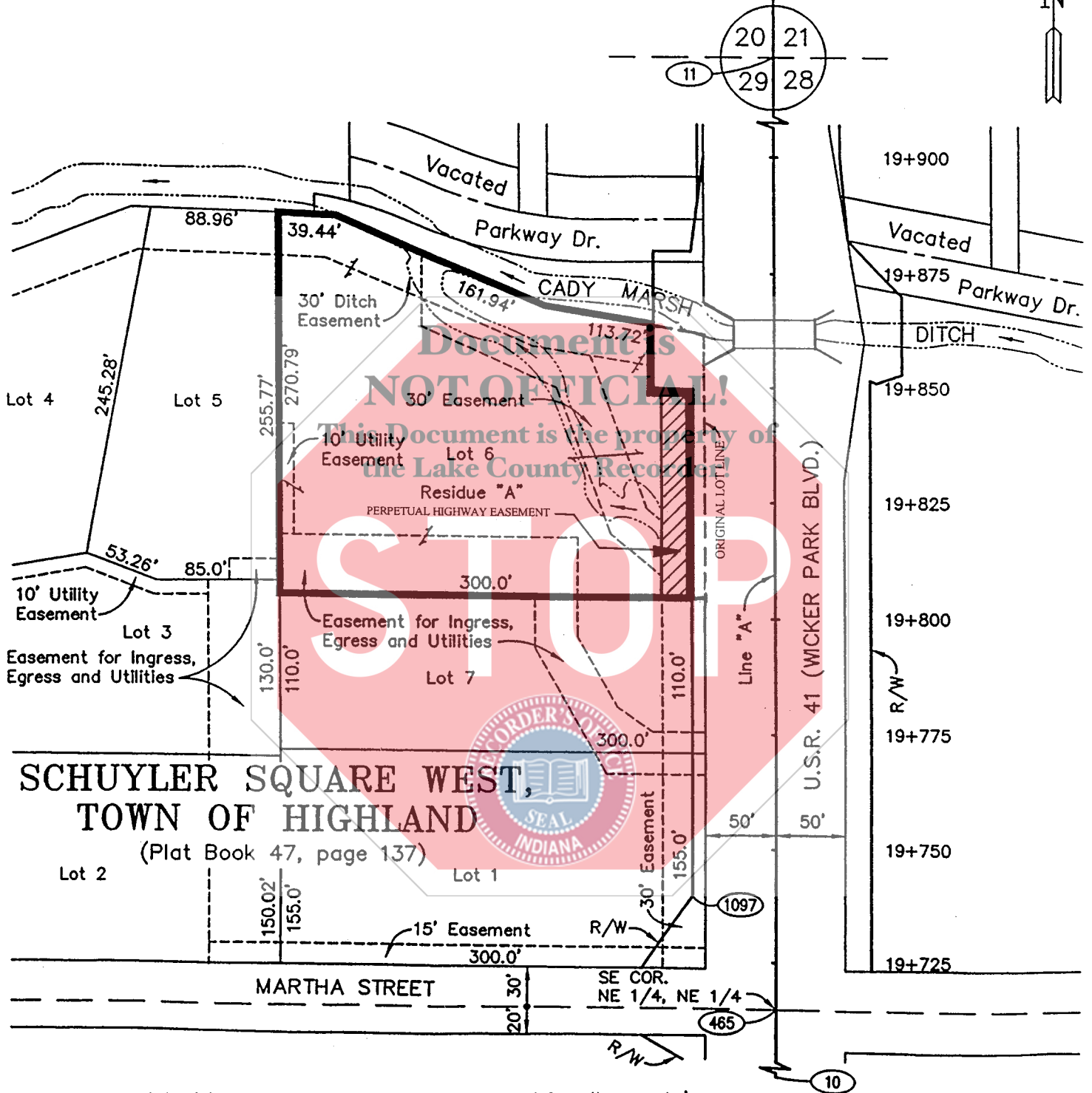
L.A. CODE: 3846  
DES. NO.: 9966160  
DRAWN BY: P.A. McCALLISTER, 11-16-96  
CHECKED BY: C.J. HOGSTON, 1-25-00

 Hatched area is the approximate taking.

Dimensions shown below are from the above listed record documents.  
Centerline stationing tic marks are shown at 25 meter intervals.



SCALE: 1" = 100'



This plat was prepared from information obtained from the recorder's office and other sources which were not necessarily checked by a field survey.