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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2002 048226

2002 MAY 24 AM 9:05

MORRIS W. CARTER  
RECORDER

Form PHE-4  
8/98

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

Project: NH-019-A(14)  
Code: 3846  
Parcel: 206  
Page: 1 of 3

**TITLE ACQUIRED BY:**

Inst. 970070717  
Inst. 97080726 & Inst. 2000-073909  
Sell Off - University Road Inst. 2001-100226

**THIS INDENTURE WITNESSETH,** That Minas E. Litos and Stasia M. Litos, husband and wife

the Grantor(s), of Lake County, State of Indiana Convey(s) and  
Warrant(s) to the **STATE OF INDIANA**, and to Lake County, Indiana the Grantees, for  
and in consideration of the sum of Thirty thousand one hundred and no/100

Dollars (\$ 30,100.00) (of which said sum \$ n/a  
represents land encumbered and improvements acquired and \$ 30,100.00 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  
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**

001702

MAY 21 2002

PETER BENJAMIN  
LAKE COUNTY AUDITOR

*Handwritten initials: #NE and C.H.*

Project: NH-019-4(014)  
Code: 3846  
Parcel: 206  
Page: 2 of 3

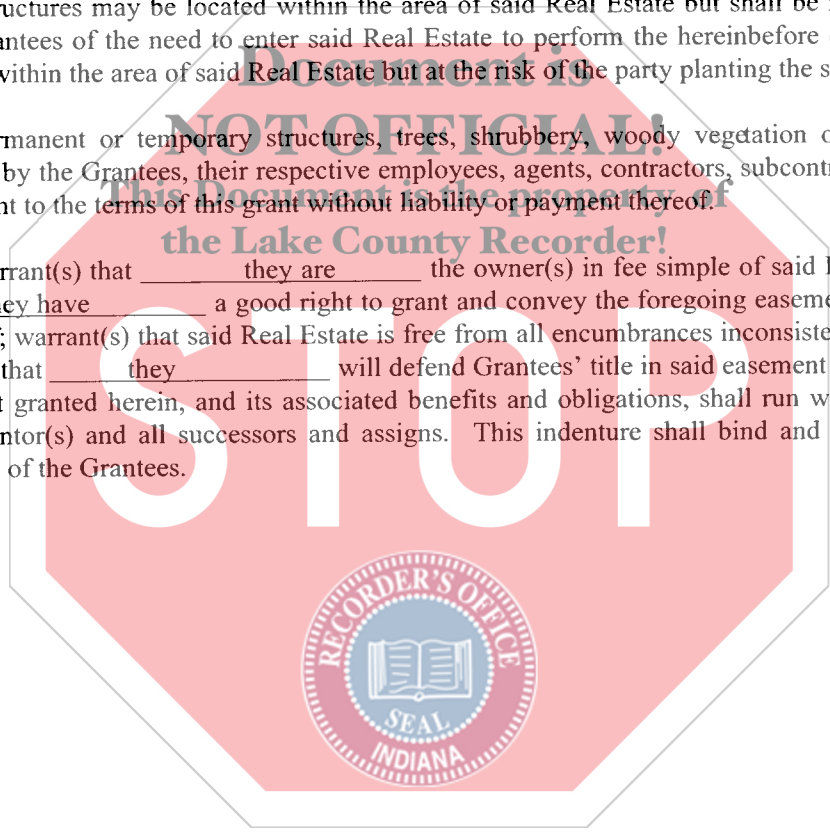
The Grantees, their respective employees, agents, contractors, subcontractors and assigns, shall have the right to enter in, under, over, along and through the area of the said Real Estate to relocate, clean, repair and generally maintain the said existing legal ditch and to remove any existing or future 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 \_\_\_\_\_ they are \_\_\_\_\_ the owner(s) in fee simple of said Real Estate, lawfully seized thereof and \_\_\_\_\_ they have \_\_\_\_\_ 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 \_\_\_\_\_ they \_\_\_\_\_ 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: 206  
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IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this 20<sup>TH</sup> day of

MARCH 2002.

M. E. Litos  
Minas E. Litos

Stasia M. Litos  
Stasia M. Litos

STATE OF INDIANA :

SS:

COUNTY OF LAKE :

Before me, a Notary Public in and for said State and County, personally appeared \_\_\_\_\_

Minas E. Litos and Stasia M. Litos

in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be \_\_\_\_\_, the Grantor(s) voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 20th day of March, 2002.

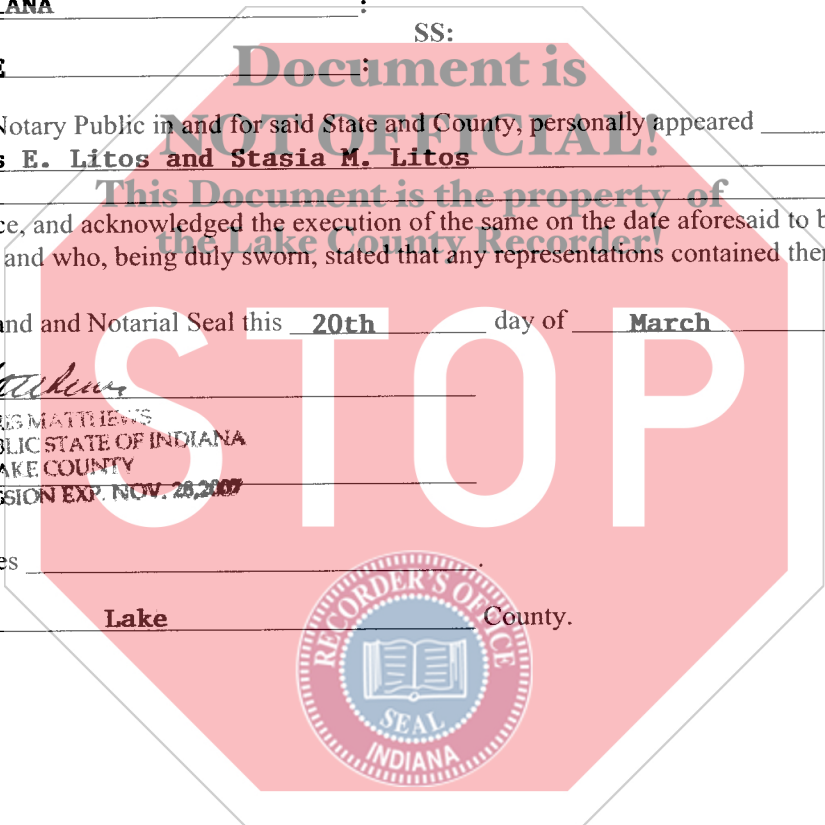
Signature

Doris Matthews  
DORIS MATTHEWS  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY

Printed Name MEY COMMISSION EXP. NOV. 28, 2007

My Commission expires \_\_\_\_\_

I am a resident of Lake County.



**EXHIBIT "A"**

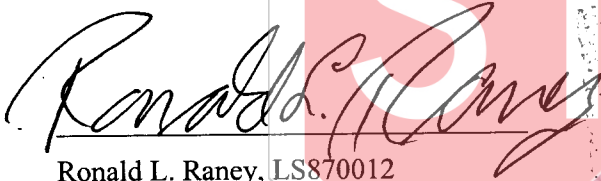
Parcel: 206  
Code: 3846  
Project: NH-019-4 (014)  
Road: U.S.R. 41

Sheet 1 of 1

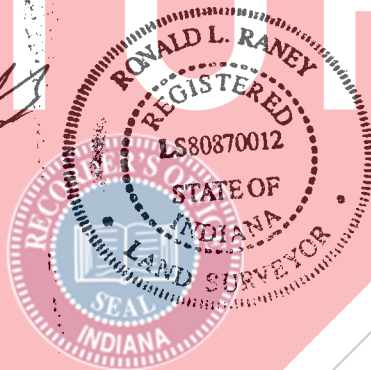
**Form PHE-4**

A part of Lot 1 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 north line of said lot North 89 degrees 32 minutes 07 seconds West 2.26 meters (9.06 feet) from the northeast corner of said lot; thence North 89 degrees 32 minutes 07 seconds West 6.384 meters (20.94 feet) along the north line of said lot; thence South 0 degrees 20 minutes 27 seconds East 40.430 meters (132.64 feet) to the northwestern boundary of the intersection of U.S.R. 41 and Martha Street; thence North 34 degrees 01 minute 10 seconds East 11.311 meters (37.11 feet) along the boundary of said intersection to the west boundary of said U.S.R. 41; thence North 0 degrees 20 minutes 27 seconds West 31.000 meters (101.71 feet) . Containing 228 square meters (2,454 square feet) more or less.

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 LS870012, on the 27<sup>th</sup> day of November 2001.



Ronald L. Raney, LS870012




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

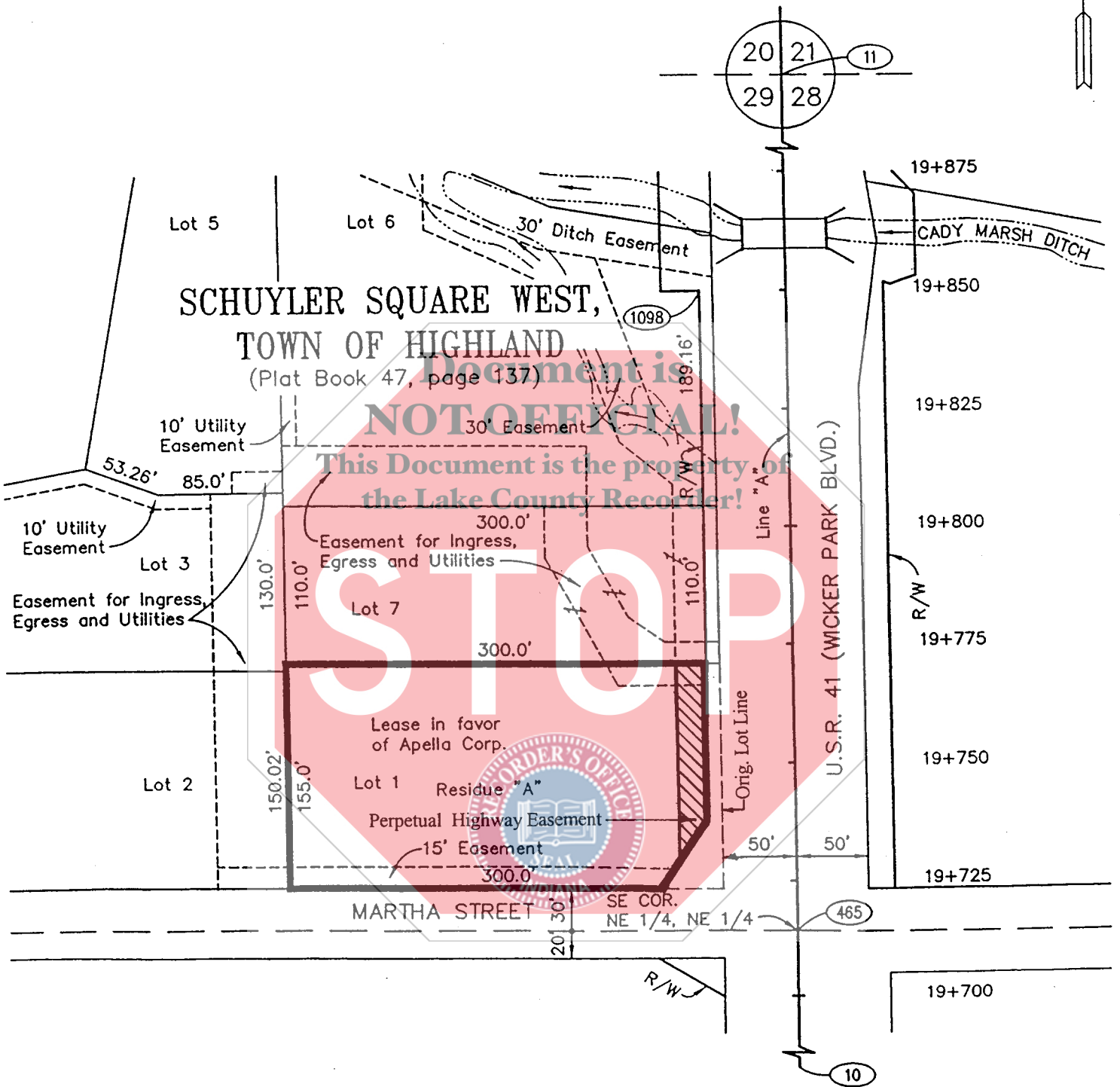
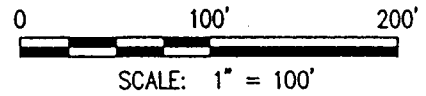
PARCEL: 206  
PROJECT: STPN-019-4(014)  
ROAD: U.S.R. 41  
COUNTY: LAKE  
SECTION: 29  
TOWNSHIP: 36 N.  
RANGE: 9 W.

OWNER: TOWN OF HIGHLAND (SOLD ON CONTRACT TO  
MERCANTILE NATIONAL BANK, TRUST #255702)  
INSTRUMENT NO. 355070 DATED: 4-29-76  
INSTRUMENT NO. 95077554 DATED: 12-6-95

L.A. CODE: 3846  
DES. NO.: 9966160  
DRAWN BY: P.A. McCALLISTER, 11-16-99  
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.



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