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LAKE COUNTY
FILED FOR RECORD

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Rev. Form T-1
4/23/02

**TEMPORARY HIGHWAY EASEMENT GRANT
(FOR CONSTRUCTION OF A DRIVEWAY)**

TITLE ACQUIRED BY :

INSTR.# 95021049
04/19/1995

Project: STP-019-6 (033)
Code: 4128
Parcel: 82
Page: 1 of 3

THIS INDENTURE WITNESSETH, That Peoples Bank SB an Indiana Corporation, as Trustee
under the provisions of a Trust Agreement dated April 3, 1995 and known as Trust #10161

the Grantor(s), of Lake County, State of Indiana Grant(s) to the STATE OF INDIANA, the Grantee, for and in consideration of six hundred Dollars and NO/100 (\$ 600.00) (of which said sum \$ -0- represents land improvements acquired and \$ 600.00 represents land temporarily encumbered and damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantor(s) for the purpose of constructing thereupon a driveway servicing to the Grantor(s) property to and from the highway facility known as U.S. 41 and as Project STP-019-6 (033) which said Real Estate situated in the County of Lake, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantor(s) and/or the Grantor(s) successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantor(s).

The undersigned persons executing this deed represent and certify on behalf of the Grantor that he/she is, pursuant to the Trust Agreement, a Trustee and he/she has full authority to manage the affairs of said Trust and sign and execute documents on its behalf, and that his/her authority has not been revoked; that he/she is therefore, fully authorized and empowered to convey real estate of this Trust, and that on the date of execution of said conveyance instruments it had full authority to so act.

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

**MARK G. AHEARN
ATTORNEY AT LAW**

Attorney at Law

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

FILED

JUN - 2 2005

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

N/C
T.H

000165

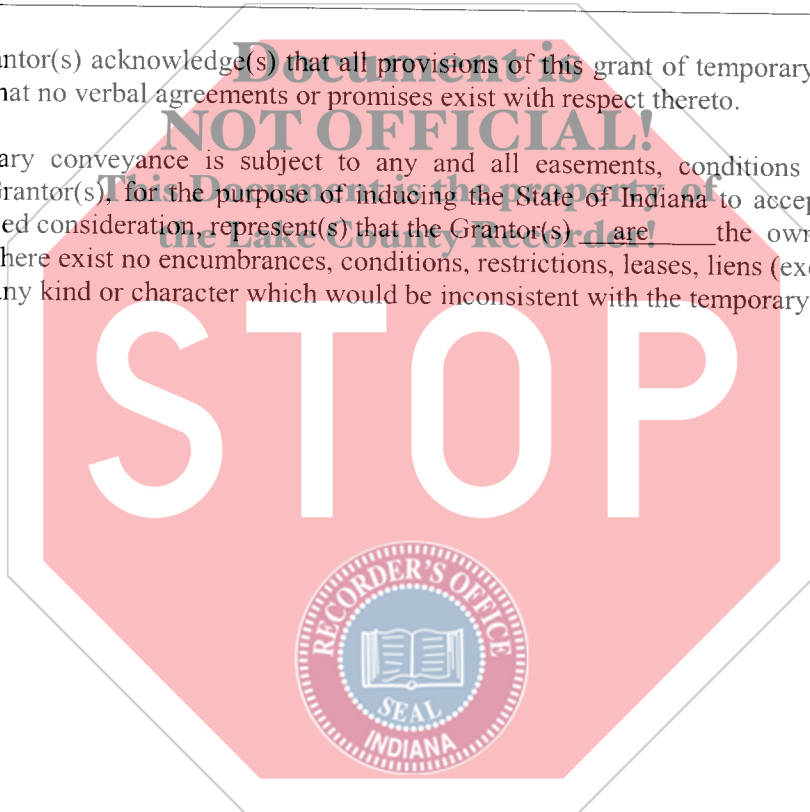
Project: STP-019-6 (033)
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Page: 2 of 3

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the State of Indiana except:

None. Fence

The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor(s), for the purpose of inducing the State of Indiana to accept this grant and to pay the hereinbefore referenced consideration, represent(s) that the Grantor(s) are the owner(s) in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.



Project: STP-019-6 (033)
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IN WITNESS WHEREOF, the said Grantor(s) ha _____ executed this instrument this _____ day
of _____

_____(Seal) _____(Seal)
Signature Signature

Peoples Bank SB
Printed Name Printed Name

See attached (Seal) (Seal)
Signature Signature

Printed Name Printed Name

STATE OF _____

COUNTY OF _____

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

_____, 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.

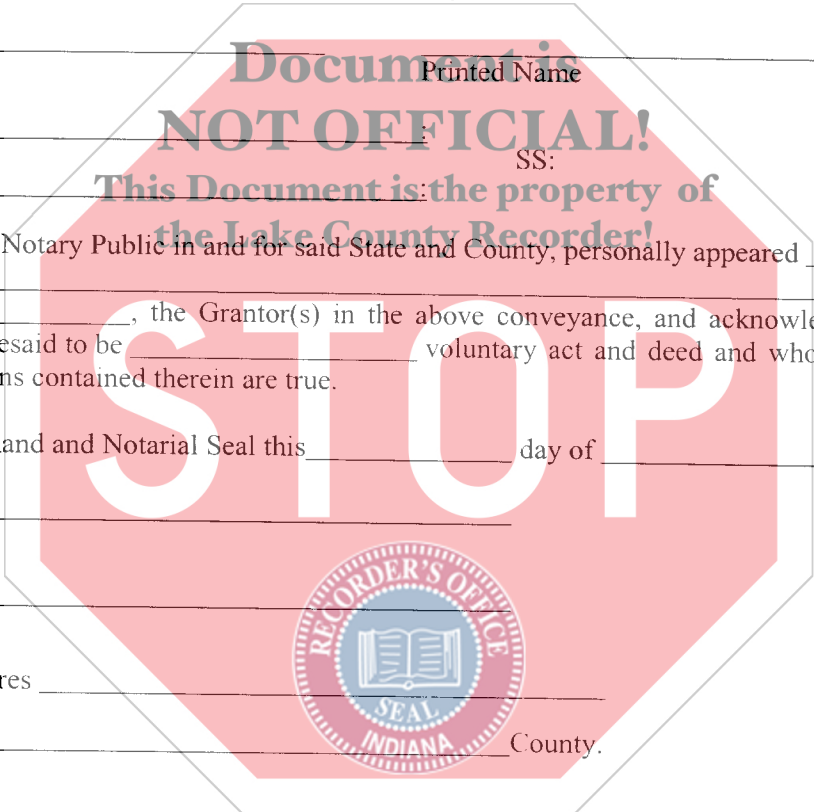
Witness my hand and Notarial Seal this _____ day of _____

Signature _____

Printed Name _____

My Commission expires _____

I am a resident of _____ County.



Attachment to a Temporary Highway Easement Grant (For Construction of a Driveway) for Land Trust 10161.

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 3rd day of April 1995, creating Trust No. 10161; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the trustee, individually or for the purpose of binding it personally, but this instrument is executed and delivered by Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank as trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof. Nothing contained herein will be construed as creating any liability on said Trustee, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from time to time or any other federal, state or local law, rule or regulation. Said Trustee, personally, is not a "Transferor" or "Transferee" under RPTL and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument. IN WITNESS WHEREOF, Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank has caused its name to be signed to these presents by its Vice-President and Trust Officer and attested by its Administrative Secretary the day and year first above written.

the Lake County Recorder!

Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank as Trustee aforesaid and not personally,

By:

Randall H. Walker

Vice-President and Trust Officer

ATTEST:

By:

Joyce M. Barr

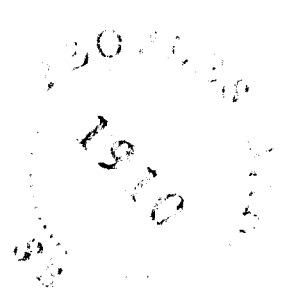


EXHIBIT "A"

Project: STP-019-6(033)
Code: 4128
Parcel No. 82 Temporary Right of Way for Drive Construction

Sheet 1 of 1

A part of Lot 4 in Herman Rausch's Addition to the City of Hammond, Indiana, the plat of which is recorded in Plat Book 16, page 3, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at the northeast corner of said lot; thence South 0 degrees 29 minutes 01 second West 15.240 meters (50.00 feet) along the east line of said lot to the southeast corner of said lot; thence South 89 degrees 49 minutes 01 second West 0.808 meters (2.65 feet) along the south line of said lot; thence North 0 degrees 29 minutes 01 second East 15.240 meters (50.00 feet) to the north line of said lot; thence North 89 degrees 49 minutes 01 second East 0.808 meters (2.65 feet) along said north line to the point of beginning and containing 12.3 square meters (133 square feet), more or less.

This description was prepared for the Indiana Department of Transportation by Denise K. Anderson, Indiana Registered Land Surveyor, License Number LS29500022, on this 4th, day of May, 2002.

