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Form PHE-1
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PERPETUAL HIGHWAY EASEMENT

Project: DPI-0045(001)
Code: N/A
Parcel: 3A
Page: 1 of 3

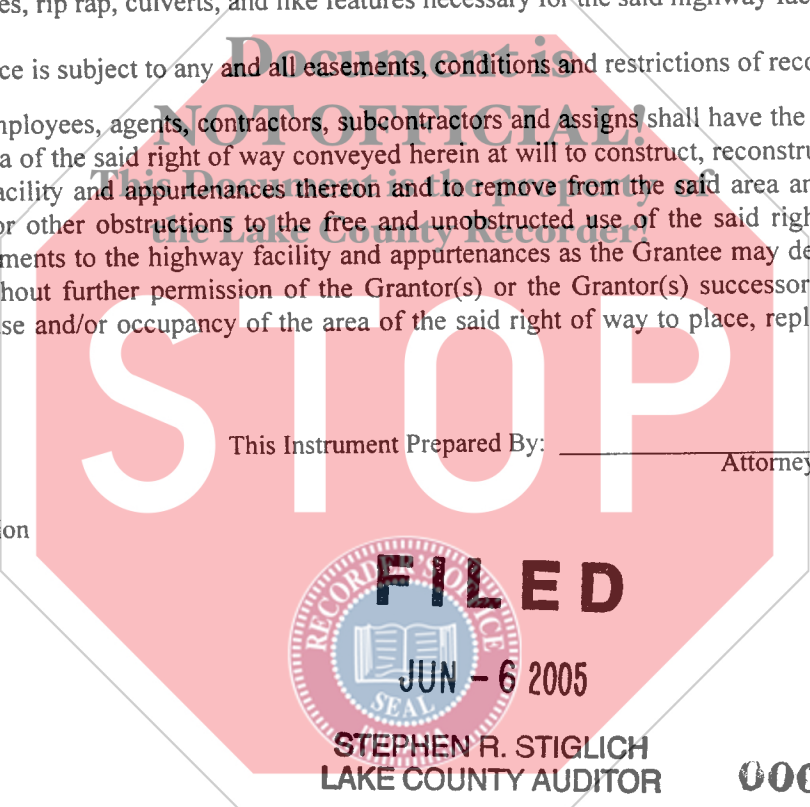
THIS INDENTURE WITNESSETH, That George J. Beemsterboer, Inc. the Grantor(s), of Cook County, State of Illinois Convey(s) and Warrant(s) to the **CITY OF GARY**, the Grantee, for and in consideration of the sum of Thirty One Thousand Four Hundred and NO/100 Dollars (\$31,400.00) (of which said sum -0- represents land encumbered and improvements acquired and \$31,400.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, a perpetual easement and right of way in, under and upon certain 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" 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 purpose of the construction, reconstruction, maintenance, operation and repair thereupon of a highway facility and appurtenances thereto, which said appurtenances may include but are not limited to, ditches and drainage facilities, slopes, rip rap, culverts, and like features necessary for the said highway facility.

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

Grantee, its employees, agents, contractors, subcontractors and assigns shall have the right to enter in, under, over, along and upon the area of the said right of way conveyed herein at will to construct, reconstruct, maintain, and continue to operate the highway facility and appurtenances thereon and to remove from the said area any encroaching trees or other vegetation, buildings or other obstructions to the free and unobstructed use of the said right of way, and to make such alteration and improvements to the highway facility and appurtenances as the Grantee may deem necessary or useful. The Grantee may also, without further permission of the Grantor(s) or the Grantor(s) successors in title, bargain, convey or otherwise permit the use and/or occupancy of the area of the said right of way to place, replace, repair or maintain utility facilities.

This Instrument Prepared By: _____ Attorney at Law

Mail To:
HGI Landacq Corporation
128 Torrey Pine Drive
Brownsburg, IN 46112



FILED
JUN - 6 2005

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

000539

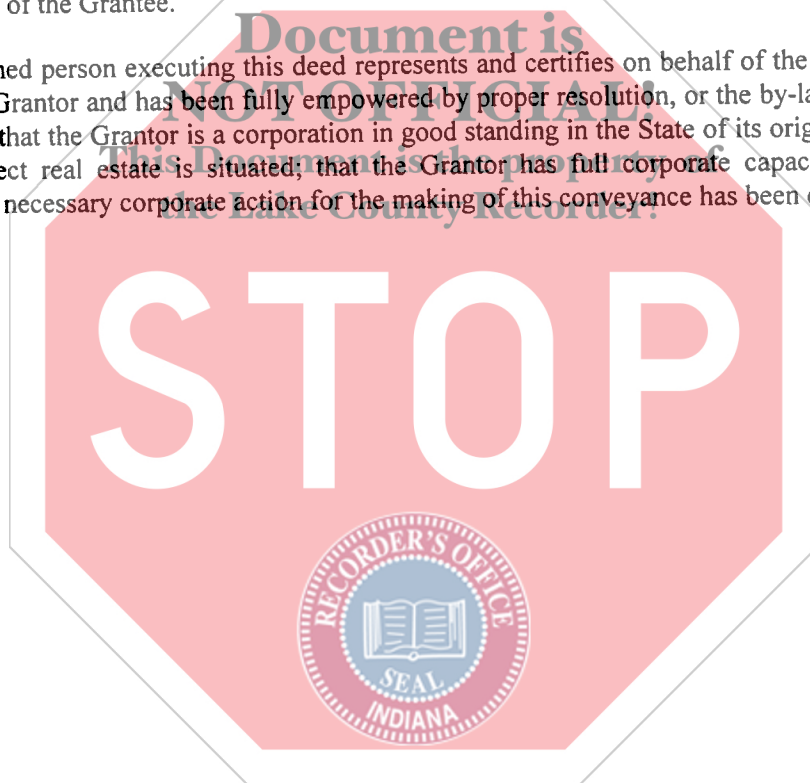
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Project: DPI-0045(001)
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Page: 2 of 3

Grantor(s) and their successors in title, covenant(s) and agree(s) not to erect, maintain or allow to continue within the area of the said right of way any building, structure, fence, plantings or other obstruction to the Grantee's free and unobstructed use of the said right of way, highway facilities or appurtenances thereto without the prior express written permission of the Grantee. Such permission shall not be effective unless and until recorded.

Grantor(s) warrant(s) that it is the owner(s) in fee simple of said Real Estate, lawfully seized thereof and has/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 it will defend Grantee's title in said easement and right of way against all claims. This easement and right of way granted herein, and its associated benefits and obligations, shall run with said Real Estate. This indenture shall bind and inure to the benefit of the successors and assigns of the Grantee.

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.



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Page: 3 of 3

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this 11th day of May, 2005.

George J. Beemsterboer, Inc.

By: Theodore G. Beemsterboer (Seal)
Signature Theodore G. Beemsterboer

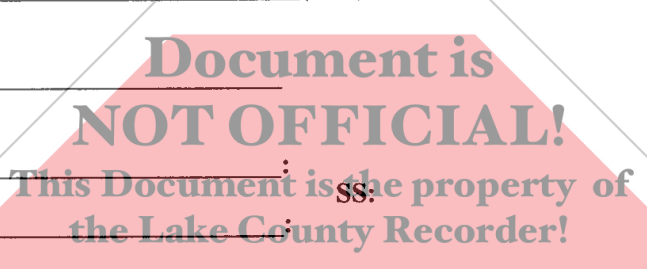
Secretary
Printed Name and Title

By: _____ (Seal)
Signature

Printed Name and Title

STATE OF Indiana

COUNTY OF Lake



Before me, a Notary Public in and for said State and County, personally appeared Theodore G. Beemsterboer, as Secretary of George J. Beemsterboer, Inc.

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

Witness my hand and Notarial Seal this 11th day of May, 2005.

Signature Lisa Moreno

Printed Name Lisa Moreno

My Commission expires 11-15-06

I am a resident of Lake County.

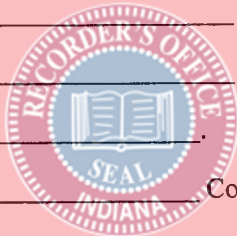


EXHIBIT "A"

PARCEL NO. 3A
PERPETUAL DRAINAGE EASEMENT

An easement in and to the following described real estate, to wit: A part of the North half of Section 26, Township 37 North, Range 9 West, Lake County, Indiana, described as follows: Commencing at the southwest corner of Section 23, Township 37 North, Range 9 West; thence North 90 degrees 00 minutes 00 seconds East (assumed bearing) 32.99 feet along the south line of said section 23; thence North 0 degrees 40 minutes 00 seconds West 911.70 feet along the east boundary of State Road 912 to the southwestern boundary of the 100.00 foot wide right-of-way (formerly the Pittsburgh, Fort Wayne and Chicago Railroad) as recorded in Lake County Deed Book "S", page 98; thence South 47 degrees 14 minutes 00 seconds East 482.70 feet along said southwestern boundary; thence South 47 degrees 12 minutes 42 seconds East 225.50 feet along said southwestern boundary; thence South 47 degrees 14 minutes 05 seconds East 1,682.81 feet along said southwestern boundary to the point of beginning of this description; thence continuing South 47 degrees 14 minutes 05 seconds East 80.00 feet along said southwestern boundary; thence South 43 degrees 04 minutes 00 seconds West 128.58 feet; thence North 46 degrees 56 minutes 00 seconds West 80.00 feet; thence North 43 degrees 04 minutes 00 seconds East 128.16 feet to the point of beginning and containing 0.236 acres, more or less.



EDIT DATE: 10/23/03 08:45:32 EDITED BY: NJB - S115 DWG FILE: D:\99\726\99726A03
PLOT NO. 99-726

PARCEL NO. 3

10-23-03 SPLIT DESCRIPTIONS ON DIFFERENT SHEETS

AMERICAN CONSULTING, INC.

*Architects
Consultants
Engineers*

7260 SHADELAND STATION
INDIANAPOLIS, IN 46256-3957
(317) 547-5580 FAX: (317) 543-0270

DATE: 5-23-03

DRAWN BY: NJB

PLOT NO. 99-726

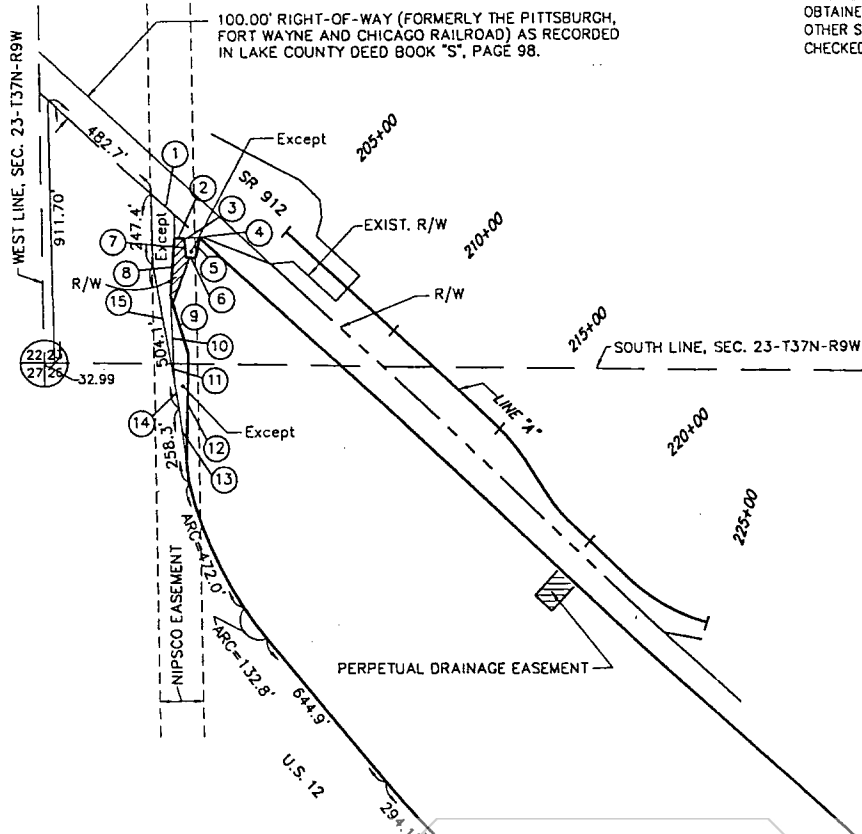
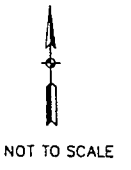
SHEET NO.

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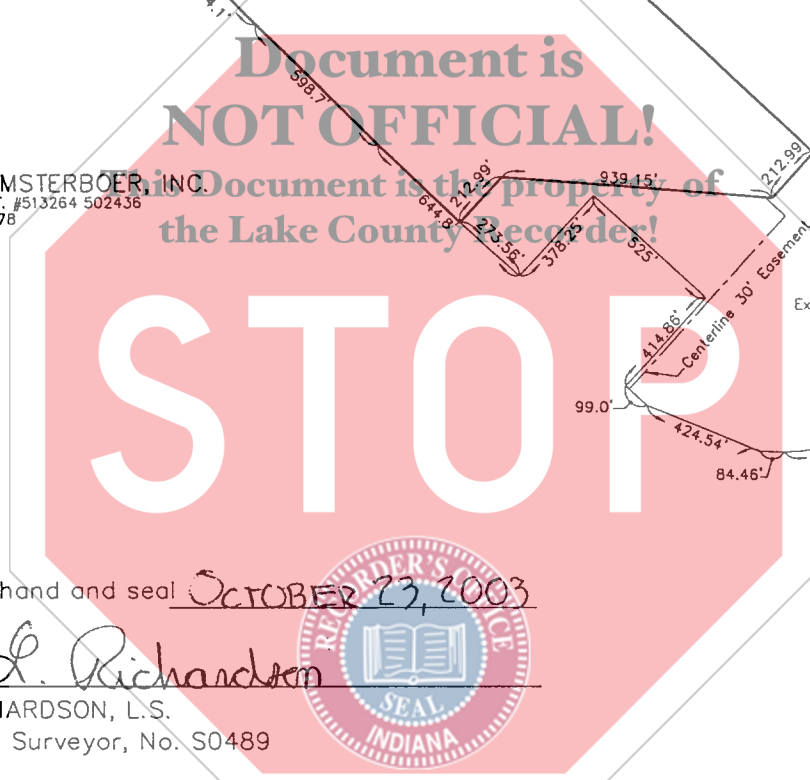
THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.



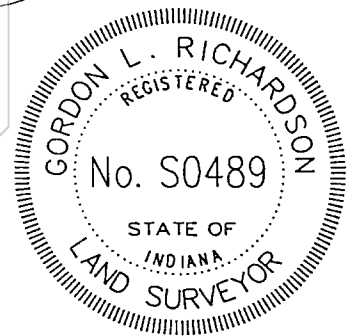
LINE DATA

①	225.5'	⑪	67.34'
②	35.05'	⑫	379.21'
③	88.15'	⑬	192.65'
④	53.10'	⑭	90.47'
⑤	70.47'	⑮	413.63'
⑥	33.00'	⑯	33.00'
⑦	67.06'		
⑧	200.25'		
⑨	210.30'		
⑩	233.24'		

GEORGE J. BEEMSTERBOER, INC.
 QUITCLAIM DEED - INST. #513264 502436
 DATED OCTOBER 16, 1978



Given under my hand and seal OCTOBER 23, 2003
Gordon L. Richardson
 GORDON L. RICHARDSON, L.S.
 Registered Land Surveyor, No. S0489



PARCEL NO. 3

10-23-03 REV CHANGED HEADING ON FEE SIMPLE DESC. & SPLIT DESCRIPTIONS.

AMERICAN CONSULTING, INC.
 Architects
 Consultants
 Engineers
 7260 SHADELAND STATION
 INDIANAPOLIS, IN 46256-3917
 (317) 547-5580 FAX: (317) 543-0270
 Copyright (C) 1966-2002 by American Consulting, Inc.

DATE: October 14, 2003	SHEET NO. 1
DRAWN BY: JAB	of 3
JOB NO. 19990726	

PLOT SCALE: 1:400.000 EDIT DATE: 10/23/03 08:48:58 EDITED BY: NUB - S115 DWG FILE: D:\99\726\1999.0726.P03