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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2005 054209

2005 JUN 29 PM 10:15

MICHAEL J. ...

Rev. Form T-3  
4/23/02

**TEMPORARY HIGHWAY EASEMENT GRANT  
(GENERAL)**

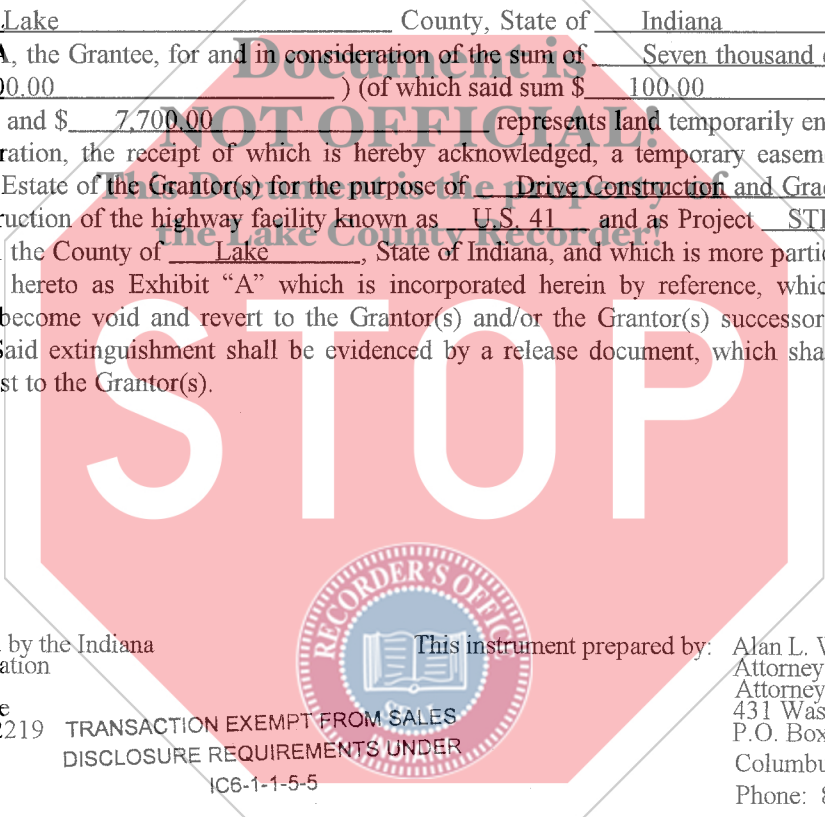
TITLE ACQUIRED BY :

INSTR.# 95027634  
05/19/1995

Project: STP-019-6(049)  
Code: 4158  
Parcel: 104  
Page: 1 of 3

THIS INDENTURE WITNESSETH, That Lake County Trust Company, a corporation of Indiana, as  
Trustee under the provisions of a trust agreement dated the 6th day of March, 1995, known as Trust Number 4662

the Grantor(s), of Lake County, State of Indiana Grant(s) to the  
**STATE OF INDIANA**, the Grantee, for and in consideration of the sum of Seven thousand eight hundred Dollars  
and NO/100 (\$ 7,800.00 ) (of which said sum \$ 100.00 represents land  
improvements acquired and \$ 7,700.00 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 Drive Construction and Grading, which said work is  
incidental to the construction of the highway facility known as U.S. 41 and as Project STP-019-6(049), 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).



002421

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

TRANSACTION EXEMPT FROM SALES  
DISCLOSURE REQUIREMENTS UNDER  
IC8-1-1-5-5

This instrument prepared by:

Alan L. Whitted  
Attorney at Law  
Attorney No. 1635-03  
431 Washington Street  
P.O. Box 1101  
Columbus, IN 47202  
Phone: 812/376-6676

**FILED**

JUN 29 2005

STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

MARK G. AHEARN  
ATTORNEY AT LAW

*MC*

Project: STP-019-6(049)  
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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: *Sign & landscaping*

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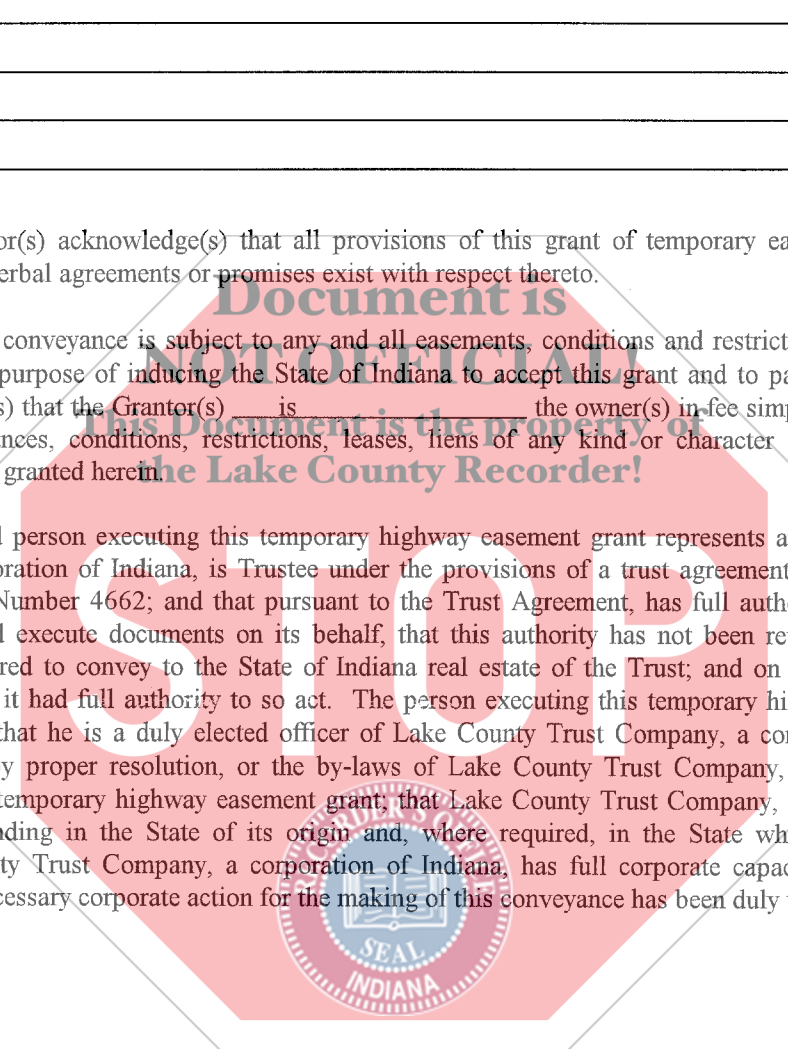
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The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

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) \_\_\_\_\_ is \_\_\_\_\_ the owner(s) in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens of any kind or character which would be inconsistent with the temporary rights granted herein.

The undersigned person executing this temporary highway easement grant represents and certifies that Lake County Trust Company, a corporation of Indiana, is Trustee under the provisions of a trust agreement dated the 6th day of March, 1995, known as Trust Number 4662; and that pursuant to the Trust Agreement, has full authority to manage the affairs of said Trust and sign and execute documents on its behalf, that this authority has not been revoked; and therefore, is fully authorized and empowered to convey to the State of Indiana real estate of the Trust; and on the date of execution of said conveyance instruments, it had full authority to so act. The person executing this temporary highway easement grant further represents and certifies that he is a duly elected officer of Lake County Trust Company, a corporation of Indiana, and has been fully empowered by proper resolution, or the by-laws of Lake County Trust Company, a corporation of Indiana, to execute and deliver this temporary highway easement grant; that Lake County Trust Company, a corporation of Indiana, 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 Lake County Trust Company, a corporation of Indiana, 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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IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this 24<sup>th</sup> day of March, 2005.

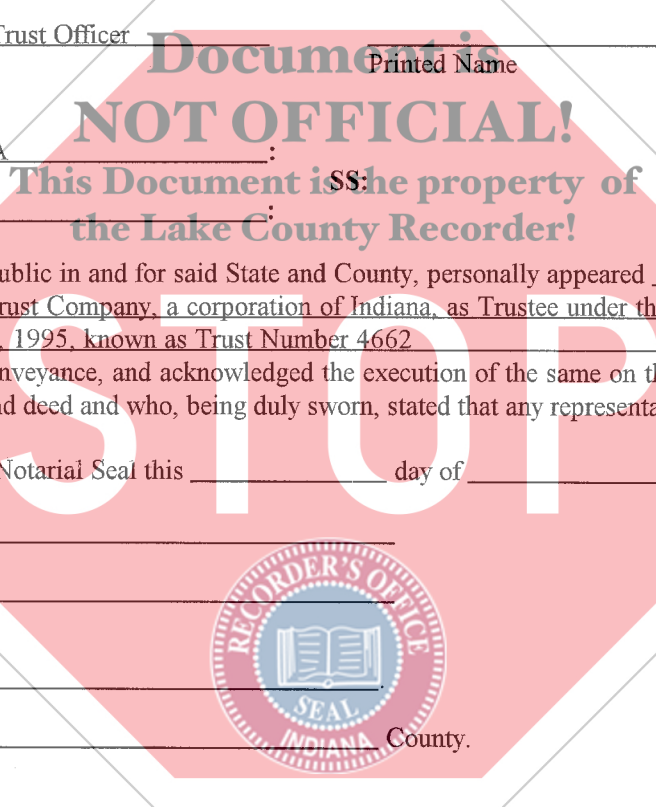
Lake County Trust Company, a corporation of Indiana, as Trustee under the provisions of a trust agreement dated the 6th day of March, 1995, known as Trust Number 4662  
Printed Name

By SEE SIGNATURE PAGE ATTACHED (Seal) \_\_\_\_\_ (Seal)  
Signature Signature

ELAINE M. SIEVERS, Trust Officer \_\_\_\_\_  
Printed Name Printed Name

STATE OF INDIANA :

COUNTY OF LAKE :



Before me, a Notary Public in and for said State and County, personally appeared ELAINE M. SIEVERS, Trust Officer of Lake County Trust Company, a corporation of Indiana, as Trustee under the provisions of a trust agreement dated the 6th day of March, 1995, known as Trust Number 4662, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his/her 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 \_\_\_\_\_, 2005.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

I am a resident of \_\_\_\_\_ County.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act 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.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

(Page 1 of 2 pages of Trustee's Signature Page)

STP 019-6(49)  
4158  
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IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 24<sup>th</sup> day of March, 2005.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated March 6, 1995 and known as Trust No. 4662.

By: Elaine M. Sievers  
Elaine M. Sievers, Trust Officer

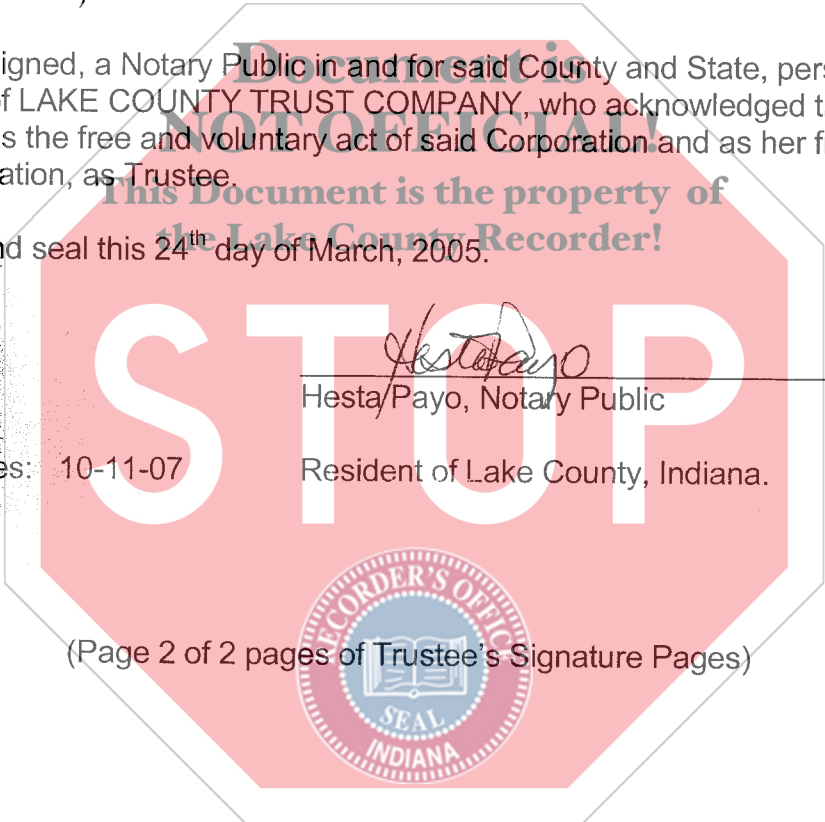
STATE OF INDIANA        )  
  ) SS:  
COUNTY OF LAKE        )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officer of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee.

WITNESS my hand and seal this 24<sup>th</sup> day of March, 2005.



My Commission Expires: 10-11-07



Hesta Payo  
Hesta Payo, Notary Public  
Resident of Lake County, Indiana.

(Page 2 of 2 pages of Trustee's Signature Pages)

STP 019-6(49)  
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104

**EXHIBIT "A"**

Project: STP-019-6(049)  
Code: 4158  
Parcel: 104 Temporary Right of Way for Drive Construction and Grading  
Form: T-3

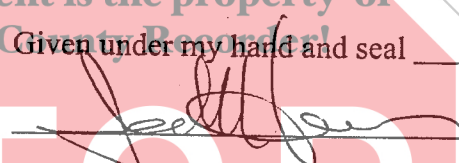
Sheet 1 of 1

The West 2.808 meters (9.21 feet) of Lot 18 and the West 2.808 meters (9.21 feet) of the south half of the vacated alley adjoining the north line of said Lot 18 and the West 2.808 meters (9.21 feet) of the north half of Lot 19, all in Block 1 in Sheffield, a subdivision in the City of Hammond, Indiana, the plat of which addition is recorded in Plat Book 14, page 6, in the Office of the Recorder of Lake County, Indiana. Containing 102.7 square meters (1,106 square feet), more or less. Said West 2.808 meters (9.21 feet) lies East of and adjoining to the existing boundary of U.S. 41 (Calumet Avenue).

This description was prepared from information obtained from the Recorder's Office and other sources which were not necessarily checked by a field survey and has been prepared for the Indiana Department of Transportation, Land Acquisition.

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

Given under my hand and seal NOV 26 2002



John R. Hoerner  
Registered Land Surveyor No. S0233  
State of Indiana

