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Original

STATE OF INDIANA
LAKE COUNTY
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MICHELLE B. FAJMAN
RECORDER

Rev. Form T-3
4/23/02

**TEMPORARY HIGHWAY EASEMENT GRANT
(GENERAL)**

Project: 99890090
Parcel: 259B, 259C, 259D
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 October 5, 1999 and known as Trust No. 5141, the Grantor(s), of Lake County, State of Indiana, Grant(s) to **Lake County, Indiana**, the Grantee, for and in consideration of the sum of Nine Hundred and NO/ 100 Dollars and NO/100 (\$900.00) (of which said sum \$-0- represents land improvements acquired and \$900.00 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 driveway construction and concrete pad removal, which said work is incidental to the construction of the highway facility known as 45th Avenue, Phase IIA and as Project 9980090, which said Real Estate situated in Lake County, 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. The 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).

Interests in land acquired by
Lake County
Grantee mailing address
1100 East Monitor Street
Crown Point IN 46307
I.C. 8-23-7-31



AMOUNT \$ N/C
CASH _____ CHARGE _____
CHECK # _____
OVERAGE _____
COPY _____
NON - COM _____
CLERK _____ AD

FILED

SEP 27 2011

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

028942

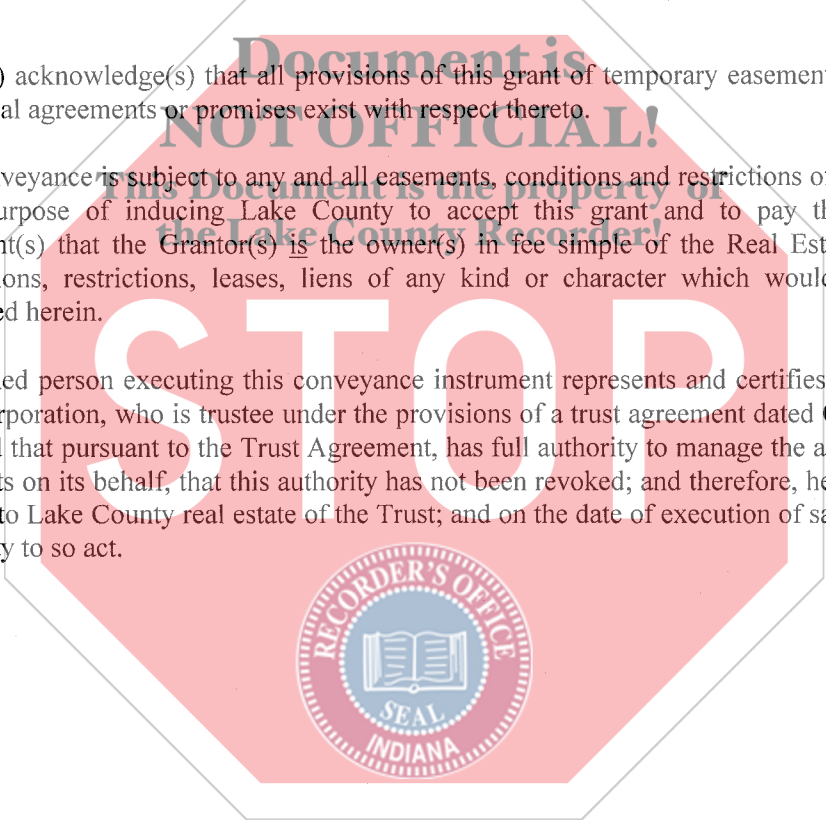
Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of Lake County except:

No exceptions

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 Lake County 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 conveyance instrument represents and certifies that he/she is an officer of Lake County Trust Corporation, who is trustee under the provisions of a trust agreement dated October 5, 1999 and known as Trust No. 5141; and that pursuant to the Trust Agreement, has full authority to manage the affairs of said Trust and sign and execute instruments on its behalf, that this authority has not been revoked; and therefore, he/she is fully authorized and empowered to convey to Lake County real estate of the Trust; and on the date of execution of said conveyance instruments, he/she had full authority to so act.



Project: 99890090
Parcel: 259B, 259C, 259D
Page: 3 of 3

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this _____ day of _____, 20_____.

Lake County Trust Company Trust No. 5141

By: SEE SIGNATURE PAGE ATTACHED
Signature

By: _____
Signature

Printed Name and Title

Printed Name and Title

STATE OF _____ :

SS: _____

COUNTY OF _____ :

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

Known to be the _____ of Lake County Trust Company Trust No. 5141, 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.

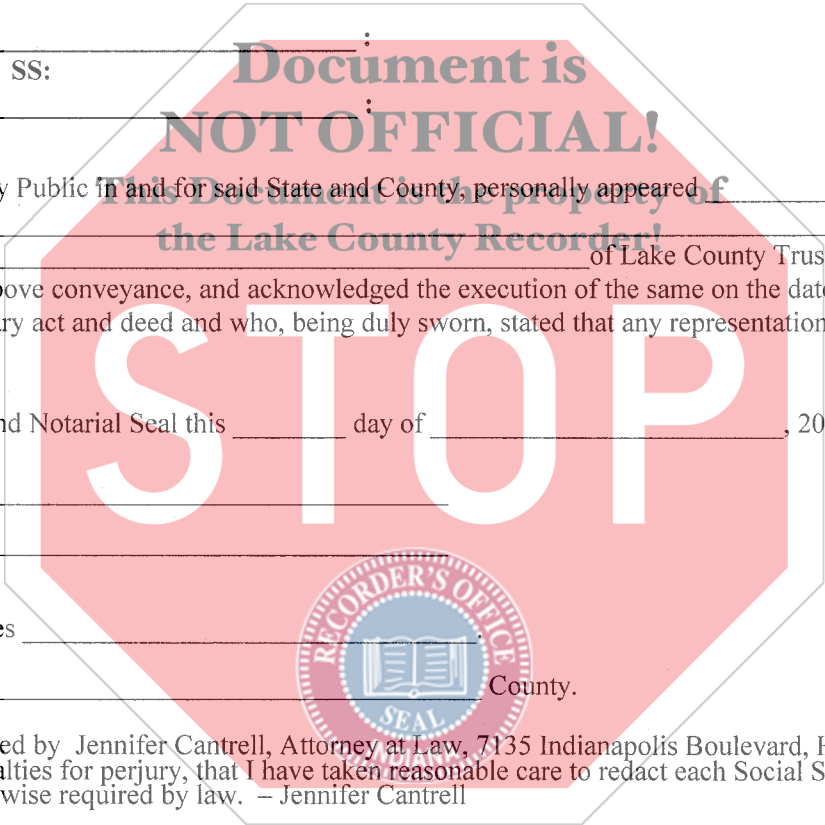
Witness my hand and Notarial Seal this _____ day of _____, 20_____.

Printed Name

My Commission expires _____

I am a resident of _____ County.

This Instrument Prepared by Jennifer Cantrell, Attorney at Law, 7135 Indianapolis Boulevard, Hammond IN 46324. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless otherwise required by law. - Jennifer Cantrell



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.

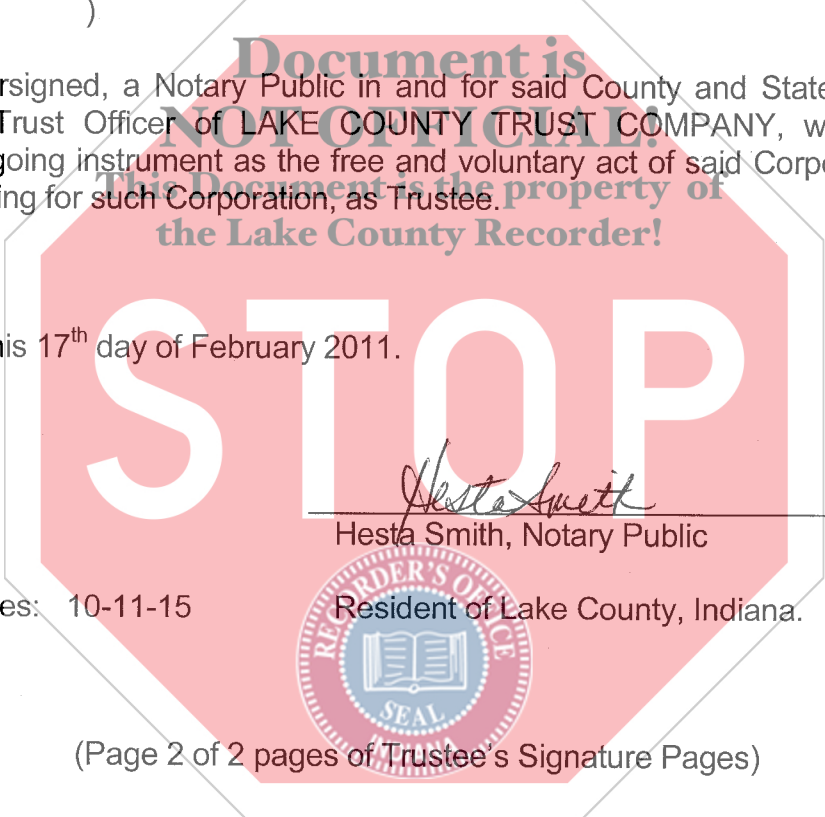
IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 17th day of February 2011.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated October 5, 1999 and known as Trust No. 5141.

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 Elaine M. Sievers, Trust 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 this 17th day of February 2011.

My Commission Expires: 10-11-15

Resident of Lake County, Indiana.

Exhibit "A"

Project: STP-N751()
Parcel: 259B Temporary Right-of-Way for Drive Construction
Key No.: 01-39-0026-0006

Sheet 1 of 2

A part of the North Half of the Northwest Quarter of Section 32, Township 36 North, Range 8 West, Lake County, Indiana, described as follows: Commencing at the northwest corner of said half-quarter section; thence South 88 degrees 47 minutes 57 seconds East 851.78 feet along the north line of said half-quarter section to the northwest corner of Parcel 2 described in Instrument Number 2007 078362; thence continuing South 88 degrees 47 minutes 57 seconds East 615.07 feet along the north line of said half-quarter section to the northwest corner of Parcel 3 described in said Instrument Number 2007 078362; thence South 1 degree 12 minutes 03 seconds West 50.00 feet along the west line of said Parcel 3; thence North 88 degrees 47 minutes 57 seconds West 216.99 feet to the point of beginning of this description: thence South 1 degree 12 minutes 03 seconds West 20.00 feet; thence North 88 degrees 47 minutes 57 seconds West 100.00 feet; thence North 1 degree 12 minutes 03 seconds East 20.00 feet; thence South 88 degrees 47 minutes 57 seconds East 100.00 feet to the point of beginning and containing 0.046 acres, more or less.

**This Document is the property of
the Lake County Recorder!**

This description was prepared for the Indiana Department of Transportation by Joseph D. Hess, Indiana Registered Land Surveyor, License Number LS20600043, on the 12th day of February, 2009.

Joseph D. Hess



Exhibit "A"

Project: STP-N751()
Parcel: 259C Temporary Right-of-Way for Drive Construction
Key No.: 01-39-0026-0006

Sheet 2 of 2

A part of the North Half of the Northwest Quarter of Section 32, Township 36 North, Range 8 West, Lake County, Indiana, described as follows: Commencing at the northwest corner of said half-quarter section; thence South 88 degrees 47 minutes 57 seconds East 851.78 feet along the north line of said half-quarter section to the northwest corner of Parcel 2 described in Instrument Number 2007 078362; thence continuing South 88 degrees 47 minutes 57 seconds East 615.07 feet along the north line of said half-quarter section to the northwest corner of Parcel 3 described in said Instrument Number 2007 078362; thence South 1 degree 12 minutes 03 seconds West 50.00 feet along the west line of said Parcel 3; thence North 88 degrees 47 minutes 57 seconds West 46.99 feet to the point of beginning of this description: thence South 1 degree 12 minutes 03 seconds West 20.00 feet; thence North 88 degrees 47 minutes 57 seconds West 100.00 feet; thence North 1 degree 12 minutes 03 seconds East 20.00 feet; thence South 88 degrees 47 minutes 57 seconds East 100.00 feet to the point of beginning and containing 0.046 acres, more or less.

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Exhibit "A"

Project: STP-N751()
Parcel: 259D Temporary Right-of-Way for Concrete Pad Removal
Key No.: 01-39-0026-0041

Sheet 1 of 1

A part of the North Half of the Northwest Quarter of Section 32, Township 36 North, Range 8 West, Lake County, Indiana, described as follows: Commencing at the northwest corner of said half-quarter section; thence South 88 degrees 47 minutes 57 seconds East 1,656.85 feet to the northeast corner of Parcel 3 described in Instrument Number 2007 078362; South 1 degree 12 minutes 03 seconds West 50.00 feet along the east line of said Parcel 3; thence North 88 degrees 47 minutes 57 seconds West 86.99 to the point of beginning of this description: thence South 1 degree 12 minutes 03 seconds West 20.00 feet; thence North 88 degrees 47 minutes 57 seconds West 40.00 feet; thence North 1 degree 12 minutes 03 seconds East 20.00 feet; thence South 88 degrees 47 minutes 57 seconds East 40.00 feet to the point of beginning and containing 0.018 acres, more or less.

This description was prepared for the Indiana Department of Transportation by Joseph D. Hess, Indiana Registered Land Surveyor, License Number LS20600043, on the 12th day of February, 2009.

Joseph D. Hess

