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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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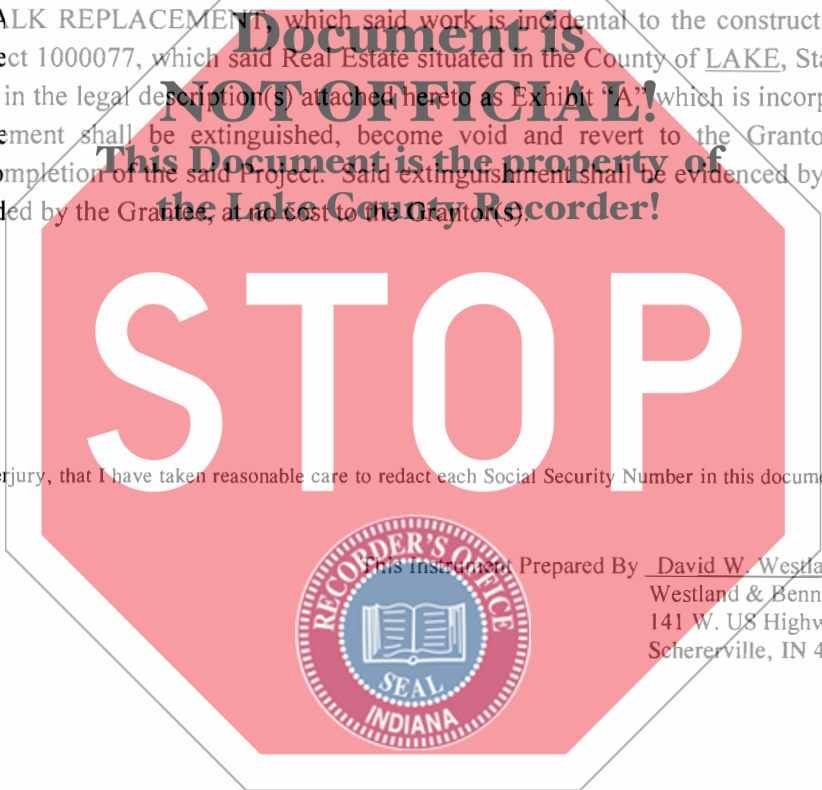
MICHAEL B. BROWN  
RECORDER

**TEMPORARY HIGHWAY EASEMENT GRANT**  
(GENERAL)

Form T-3  
Revised 07/2014

Project:	<u>1000077</u>
Code:	<u>NA</u>
Parcel:	<u>14</u>
Page:	<u>1 of 3</u>

**THIS INDENTURE WITNESSETH**, That LAKE COUNTY TRUST COMPANY as Trustee under the provisions of a certain Trust Agreement dated May 1, 2006, and known as Trust No. 5751, the Grantor(s) of LAKE County, State of INDIANA Grant(s) to the **TOWN OF LOWELL**, the Grantee, for and in consideration of the sum of One Thousand One Hundred and No/100 Dollars (\$1,100.00) (of which said sum \$0.00 represents land improvements acquired and \$1,100.00 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 GRADING AND SIDEWALK REPLACEMENT, which said work is incidental to the construction of the highway facility known as SR 2 and as Project 1000077, 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).



"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Interests in land acquired by  
The Town of Lowell, Indiana  
Grantee mailing address:  
501 East Main Street  
PO Box 157  
Lowell, IN 46356



This Instrument Prepared By David W. Westland  
Westland & Bennett P.C.  
141 W. US Highway 30, 2nd Floor  
Schererville, IN 46375

**NO SALES DISCLOSURE NEEDED**

Approved Assessor's Office

By: AW

**FILED**

AUG 01 2016

**JOHN E. PETALAS**  
LAKE COUNTY AUDITOR

**014239**

\$19  
1st GROUP  
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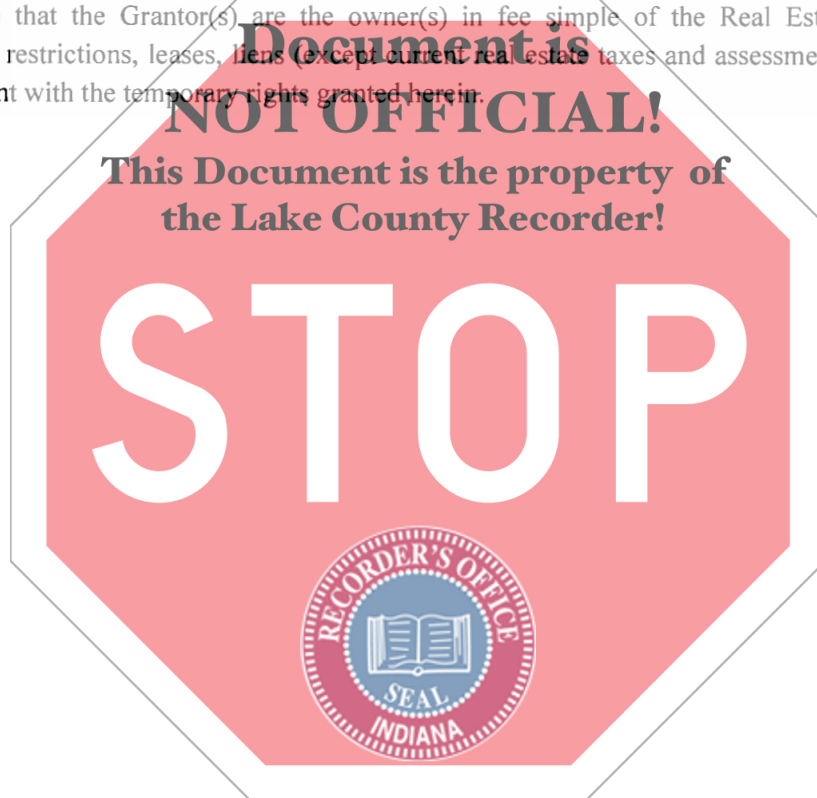
Project: 1000077  
Code: NA  
Parcel: 14  
Page: 2 of 3

The undersigned represents and warrants that he is / she is / they are the Trustee of the LAKE COUNTY TRUST COMPANY Trust No. 5751, that pursuant to the Trust Agreement he/she/they has / have full authority to manage the affairs of said Trust and sign and execute documents on its behalf and that said authority has not been revoked, and that he is / she is / they are therefore, fully authorized and empowered to convey to the Town Of Lowell real estate of this Trust, and that on the date of execution of said conveyance instruments he/she/they had full authority to so act.

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:

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.



Form T-3  
Revised 07/2014

Project: 1000077  
Code: NA  
Parcel: 14  
Page: 3 of 3

IN WITNESS WHEREOF, the said Grantor(s) has / have executed this instrument  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**LAKE COUNTY TRUST COMPANY as Trustee under the provisions of a certain Trust Agreement dated May 1,  
2006, and known as Trust No. 5751**

SEE SIGNATURE PAGE ATTACHED

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

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 his / her / their  
voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

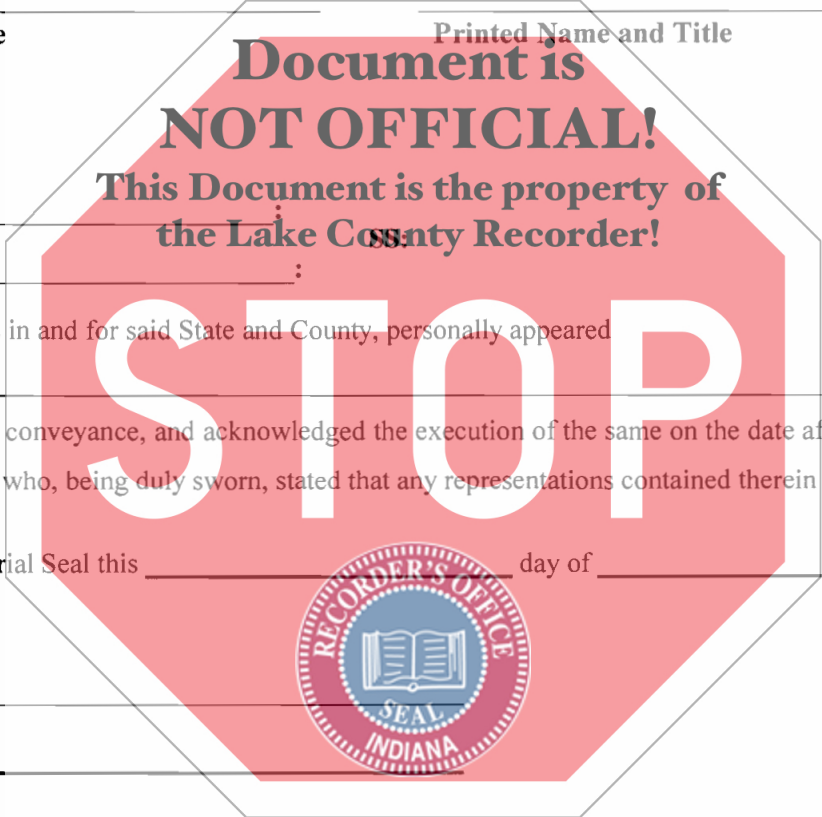
Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_.

Signature \_\_\_\_\_

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

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

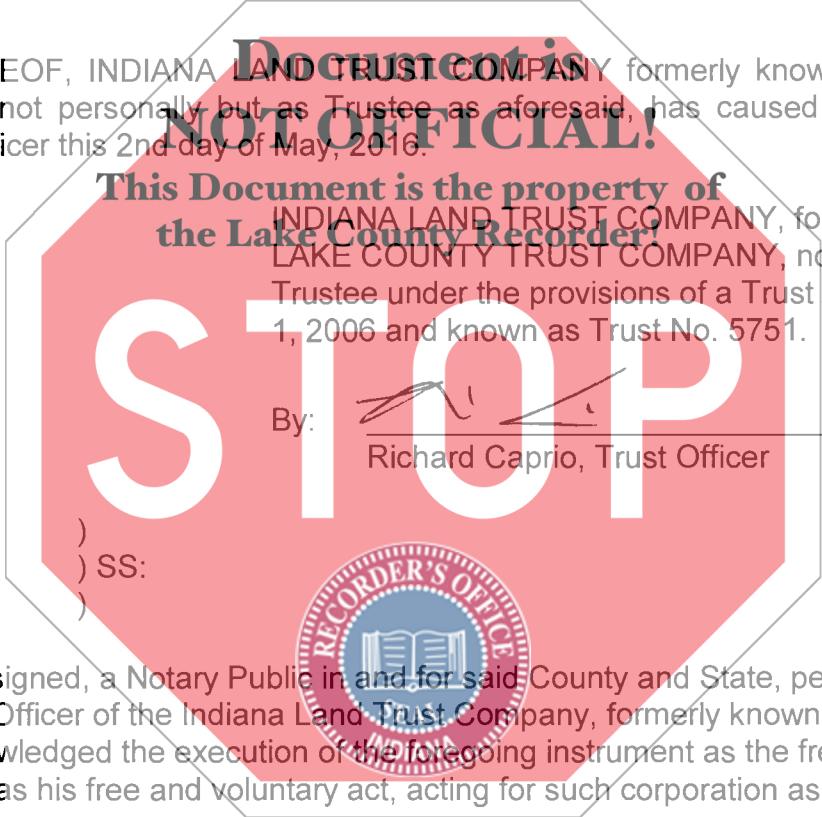
I am a resident of \_\_\_\_\_ County.



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 INDIANA LAND TRUST COMPANY formerly known as 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. 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, INDIANA LAND TRUST COMPANY formerly known as LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 2nd day of May, 2016.

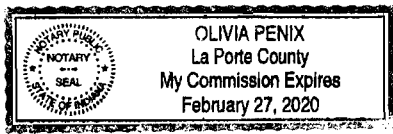


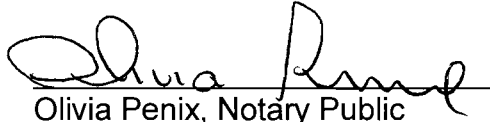
By:   
 Richard Caprio, Trust Officer

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Caprio Trust Officer of the Indiana Land Trust Company, formerly known as Lake County Trust Company, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as his free and voluntary act, acting for such corporation as Trustee.

Witness my hand and seal this 2nd day of May, 2016.



  
 Olivia Penix, Notary Public  
 LaPorte County, IN. resident  
 My Commission expires: 02-27-2020

**EXHIBIT "A"**

Project: 1000077  
Parcel: 14A  
Tax Key No. 45-19-23-455-009.000-008

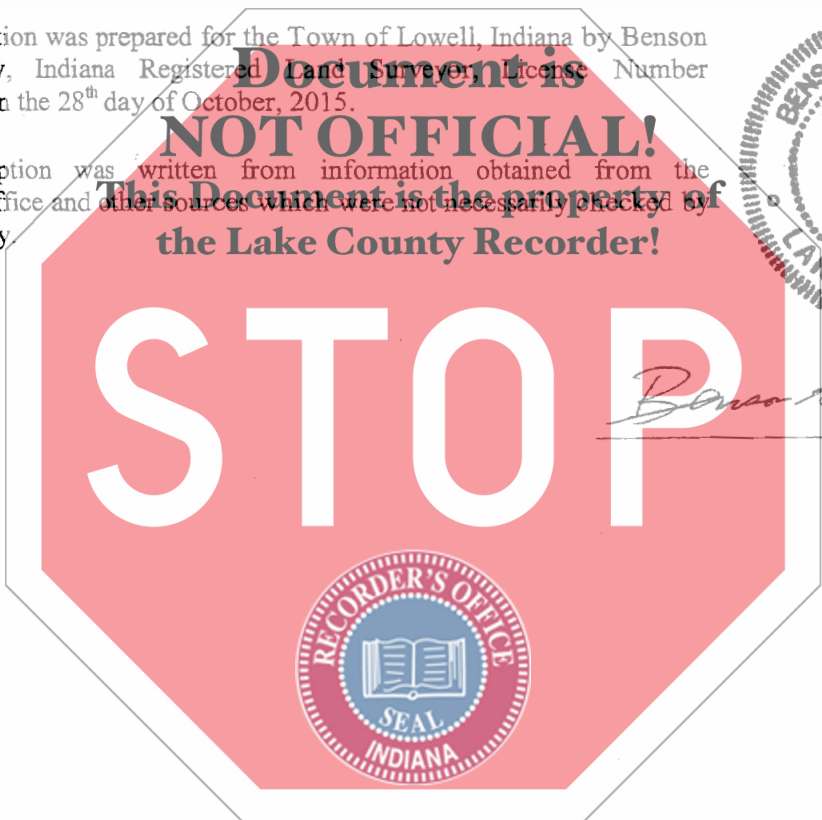
Sheet 1 of 1  
T-3  
Temporary Easement

Part of Lots 6 and 7 in Union Addition to the Town of Lowell, Indiana the plat of which is of record in Miscellaneous Record "A", page 504, in Lake County, Indiana and being described as follows:

Commencing at the intersection of the east line of said Lot 7 and the north right of way line of S.R. 2 (Commercial Avenue); thence South 86 degrees 44 minutes 11 seconds West 209.88 feet along the north right of way of said S.R. 2 to the west line of the grantor's land; thence North 00 degrees 26 minutes 43 seconds East 5.01 feet, along said line to the point of beginning of this description; thence South 86 degrees 44 minutes 11 seconds West 82.07 feet; thence North 46 degrees 32 minutes 20 seconds West 6.87 feet; thence North 86 degrees 44 minutes 11 seconds East 30.28 feet; thence North 80 degrees 29 minutes 46 seconds East 57.39 feet to the east line of the grantor's land; thence South 00 degrees 26 minutes 43 seconds East 11.25 feet, along said line to the point of beginning and containing 0.014 acres, more or less.

This description was prepared for the Town of Lowell, Indiana by Benson G. Hinshaw, Indiana Registered Land Surveyor, License Number 29500009, on the 28<sup>th</sup> day of October, 2015.

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



*Benson G. Hinshaw*