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MICHAEL B. BROWN  
RECORDER

**TEMPORARY HIGHWAY EASEMENT GRANT**  
(GENERAL)

Form T-3  
Revised 07/2014

Project:	1000077
Code:	NA
Parcel:	38A
Page:	1 of 3

**THIS INDENTURE WITNESSETH**, That Lake County Trust Company, Successor Trustee to Bank One Trust Company, NA, Successor to NBD Bank, NA, Successor to INB National Bank, Northwest, Successor to Lowell National Bank, Trustee of Trust No. 186, dated January 27, 1984, 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 Eight Hundred and No/100 Dollars (\$800.00) (of which said sum \$0.00 represents land improvements acquired and \$800.00 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, LANDSCAPING AND DRIVEWAY CONSTRUCTION, 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 instrument 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 Fl.  
Scherverville, IN 46375

**FILED**

AUG 01 2016

**JOHN E. PETALAS**  
LAKE COUNTY AUDITOR

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: Am

014245 1<sup>st</sup> GROUP  
 \$19  
 [Handwritten signature]

Project:	1000077
Code:	NA
Parcel:	38A
Page:	2 of 3

The undersigned represents and warrants that he is / she is / they are the Trustee(s) of the Lake County Trust Company, Trustee of Trust No. 186, dated January 27, 1984, 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  
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Page: 3 of 3

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

Lake County Trust Company, Successor Trustee to Bank One Trust Company, NA, Successor to NBD Bank, NA,  
Successor to INB National Bank, Northwest, Successor to Lowell National Bank, Trustee of Trust No. 186, dated  
January 27, 1984

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.

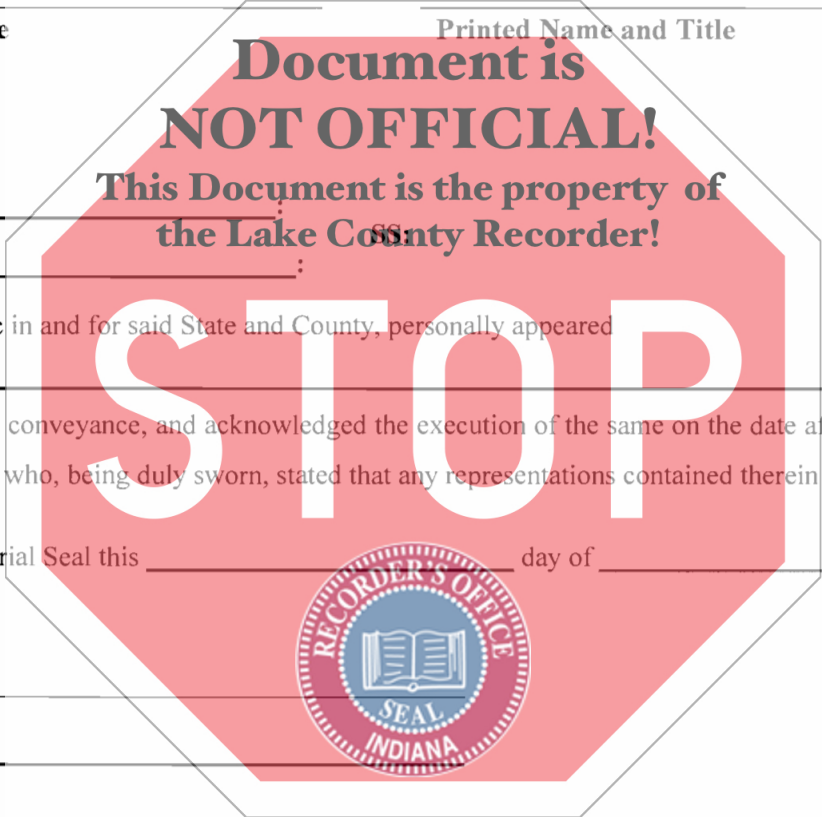
Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature \_\_\_\_\_

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

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

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

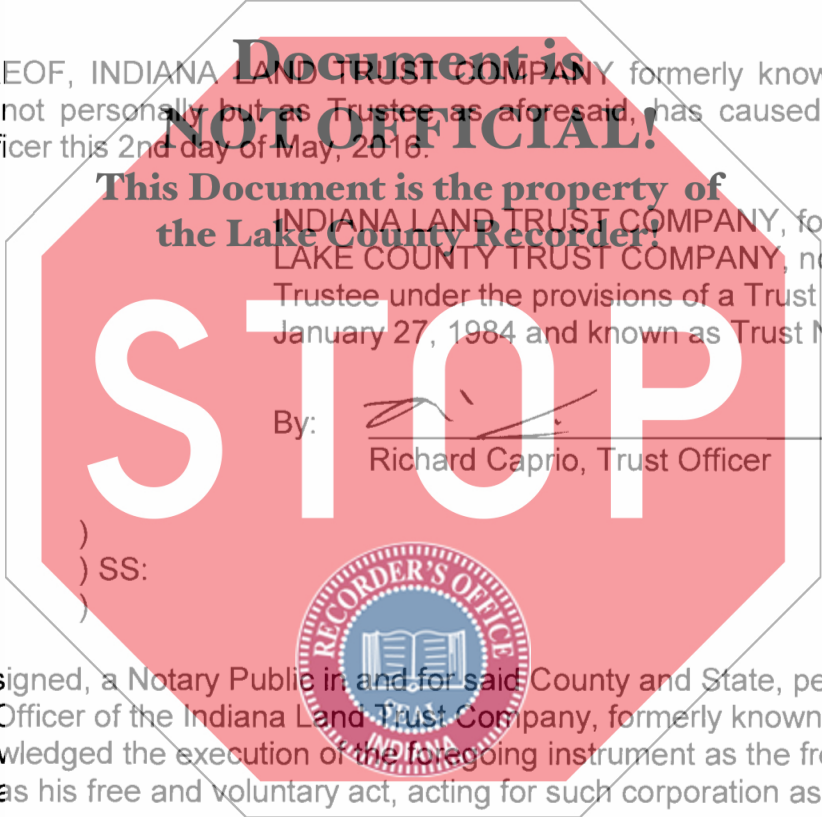


It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the 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.

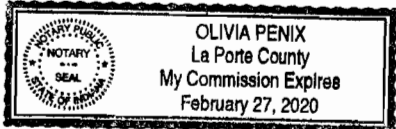
IN WITNESS WHEREOF, INDIANA LAND TRUST COMPANY formerly known as LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 2nd day of May, 2016.



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



**EXHIBIT "A"**

Project: 1000077  
Parcel: 38A  
Tax Key No. 45-19-24-352-010.000-008  
45-19-24-352-011.000-008

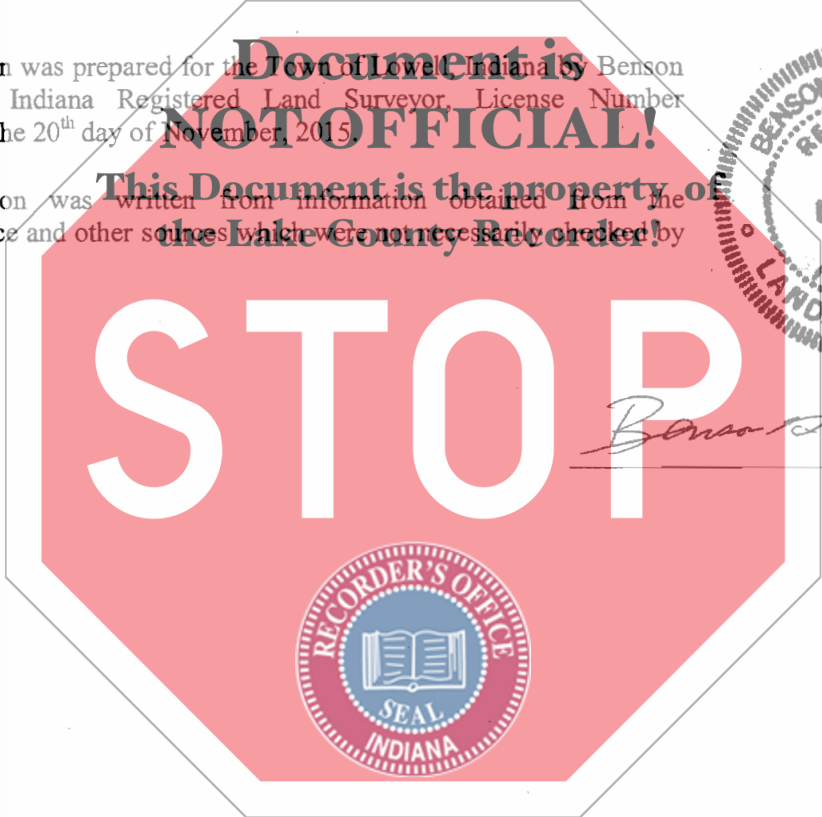
Sheet 1 of 1  
T-3  
Temporary Easement

Part of the Southwest Quarter of the Southwest Quarter of Section 24, Township 33 North, Range 9 West of the Second Principal Meridian Lake County, Indiana, described as follows:

Commencing at the southwest corner of said Quarter Quarter Section; thence South 89 degrees 46 minutes 38 seconds East 626.00 feet along the south line of said Quarter Quarter Section to the southeast corner of the grantor's land; thence North 00 degrees 26 minutes 43 seconds West 115.36 to the point of beginning of this description; thence South 00 degrees 26 minutes 43 seconds East 5.94 feet along the east line of the grantor's land to a non-tangent curve to the right and having a radius of 855.50 feet and a chord bearing of North 56 degrees 46 minutes 29 seconds West; thence along said curve 34.64 feet; thence North 51 degrees 51 minutes 51 seconds West 79.52 feet to the west line of the grantor's land; thence North 00 degrees 26 minutes 43 seconds West 3.82 feet along the west line of the grantor's land; thence South 52 degrees 13 minutes 48 seconds East 31.38 feet to a curve to the left and having a radius of 850.50 feet and a chord bearing of South 54 degrees 58 minutes 30 seconds East; thence along said curve 81.49 feet to the point of beginning and containing 0.010 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 20<sup>th</sup> day of November, 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*