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92030062 INDIANA DEPARTMENT OF TRANSPORTATION

State Form 41907
Form I.C.-120-BP
Purchase Grant
Regular Long-A
Revised 7-81

State Office Building
Indianapolis, Indiana 46204
RIGHT OF WAY GRANT

Project: ST-200-1(13)
Code: 2515
Parcel: 16

Plans Dated 1991 Road U.S. 30 Sheet 1 of 3 Sheets

Temporary Right of Way For Building Removal: _____, ±, Granted

Other Temporary Right of Way:..... 1,175 sq. ft., ±, Granted

Provisional Right of Way:..... _____, ±, Granted

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Lake County, Indiana, more definitely described below, through, over and upon which will pass a public highway and any incidental improvements related to said public highway, as proposed by the State of Indiana, hereby grant, bargain, warrant and convey to the State of Indiana, for Right of Way, lands as described below and located by surveys and shown on plans on file in the offices of the Indiana Department of Transportation. The description from said plans of said right of way hereby granted is as follows:

Parcel 16 Temporary Right of Way

Right of Way No. 146874
Date 4-3-92

The following-described right of way is temporary right of way for the purpose of constructing a driveway for service to the grantors' private property and will revert to the grantors upon the completion of said project: A part of Lot 2 in Lincoln Woods Subdivision, a subdivision in Lake County, Indiana, the plat of which subdivision is recorded in Plat Book 27, page 85 in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at the southeast corner of said lot; thence North 81 degrees 58 minutes 55 seconds West 42.10 feet along the southern line of said lot; thence North 08 degrees 01 minute 05 seconds East 30.00 feet; thence South 81 degrees 58 minutes 55 seconds East 36.22 feet to the eastern line of said lot; thence South 03 degrees 03 minutes 56 seconds East 30.57 feet along said eastern line to the point of beginning and containing 1,175 square feet, more or less.

GS 2-14-92



14-52-2

APR 30 1992

Alex N. Anton
AUDITOR LAKE COUNTY

ROBERT J. FREELAND
RECORDER

MAY 12 2 19 PM '92

STATE OF INDIANA, S.IND.
LAKE COUNTY
FILED FOR RECORD

Interests in land acquired for State Highway by Indiana Department of Transportation 100 North Senate Avenue Indianapolis, IN 46204-2249

01552

12/4/90SRC



MC

It is hereby agreed as part of the total consideration as shown below that possession of the buildings and the land constituting the homesite on the real estate above described will be surrendered within N/A days from the date first payment is received, and \$ NONE will be held in Escrow until said possession is given. Possession of the balance of the real estate will be given upon receipt of the first payment in the amount indicated herein.

The above and foregoing grant is made in consideration of payment of the sum of NINE HUNDRED THIRTY AND 00/100 Dollars (\$930.00) which sum shall be paid or held in escrow as specified to the order of _____

Roland C RESTIE and PATRICIA RESTIE (Adults, Husband and wife)
1179 Joliet STREET
DYER, IN 46311

(Give address of Payee)

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and to use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to any minerals or other substances underneath the surface, except as it may be used for the construction or maintenance of such improved highways.

Any and all timber, shrubbery, fences, buildings and all other physical improvements on the above granted right of way, not specifically reserved by special provision stated above, shall become the property of the State of Indiana.

When, by special provisions as stated above, any trees and/or shrubs are to be left standing on said right of way, it is mutually agreed and understood by grantor and grantee that such special provision is only for such period as the expected trees and/or shrubs shall not constitute an obstruction to future construction or hazard to power lines or traffic as shall be determined from time to time by the Indiana Department of Transportation through its authorized representatives.

It is understood and agreed that all provisions of this grant are stated above and that no verbal agreements or promises are binding.

It is also mutually agreed by grantor and grantee that this is a permanent easement unless otherwise specified for Highway purposes and shall be subject to the power of revocation by resolution by the Indiana Department of Transportation.

NOT OFFICIAL!
 This is not a final document.
 the Lake County Recorder!

The undersigned Roland C. Restie and Patricia A. Restie (Husband & wife) being duly sworn, says that he, (she) (is) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the Indiana Department of Transportation to pay them the amount herein stipulated.

Grantor further agrees to assume for the property described above all taxes payable for current and prior years and any taxes now a lien on said property.
 Mortgagee:

This grant is to be and become effective and binding from and after its approval by the Indiana Department of Transportation.

Land and improvements \$25.00; Damages \$805.00; Total consideration \$930.00

Roland C. Restie
 Roland C. RESTIE (Adult Absorber) (Grantor) _____ (Grantor)

Patricia Restie
 PATRICIA RESTIE (Adult wife) (Grantor) _____ (Grantor)

 (Grantor) _____ (Grantor)

 (Grantor) _____ (Grantor)

 (Grantor) _____ (Grantor)



Dated February 19 1992

This instrument prepared BY <u>DK McKinney D.A.C.</u> Date _____ <u>Arbony</u>	AMOUNT APPROVED _____ BY _____	DESCRIPTION & FORM OK'D _____ BY _____
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THE ABOVE GRANT IS HEREBY ACCEPTED STATE OF INDIANA	PAID BY WARRANT NO. _____ DATED _____, 19____ BY <u>J. By-nief</u> Title _____
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Indiana Department of Transportation
 DATE March 13, 1992

State of Indiana, County of _____ SS:

Personally appeared before me _____ and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this _____ day of _____, 19____.
Witness my hand and official seal.

My Commission expires _____ (Notary Public) Signature _____

County of Residence _____ (Notary Public) Printed Name _____

State of Indiana, County of LAKE SS:

Personally appeared before me Roland C. Restle and Patricia Restle (Roland's Husband & wife) and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 19th day of February, 1992.
Witness my hand and official seal.

My Commission expires MAY 29, 1993 (Notary Public) Signature Gail A. Seal

County of Residence MADISON (Notary Public) Printed Name GAIL A. SEAL

State of Indiana, County of _____ SS:

Personally appeared before me _____ and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this _____ day of _____, 19____.
Witness my hand and official seal.

My Commission expires _____ (Notary Public) Signature _____

County of Residence _____ (Notary Public) Printed Name _____

State of Indiana, County of _____ SS:

Personally appeared before me _____ and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this _____ day of _____, 19____.
Witness my hand and official seal.

My Commission expires _____ (Notary Public) Signature _____

County of Residence _____ (Notary Public) Printed Name _____

State of Indiana, County of _____ SS:

Personally appeared before me _____ and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this _____ day of _____, 19____.
Witness my hand and official seal.

My Commission expires _____ (Notary Public) Signature _____

County of Residence _____ (Notary Public) Printed Name _____

The undersigned owner of a mortgage and/or lien on the land of which the right of way described in the attached grant, is conveyed, hereby releases from said mortgage and/or lien said granted right of way, and do hereby consent to the payment of the consideration therefor as directed in said grant, this _____ day of _____, 19____.

(Seal) _____ (Seal)

(Seal) _____ (Seal)

Personally appeared before me _____

above named and duly acknowledged the execution of the above release the _____ day of _____, 19____.

Witness my hand and official seal.

My Commission expires _____ (Notary Public) Signature _____

County of Residence _____ (Notary Public) Printed Name _____