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INDIANA DEPARTMENT OF TRANSPORTATION

State Office Building
Indianapolis, Indiana 46204
RIGHT OF WAY GRANT

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

Project: ST-200-1(13)
Code: 2515
Parcel: 31

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:..... 0.054 acres, ±, Granted

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

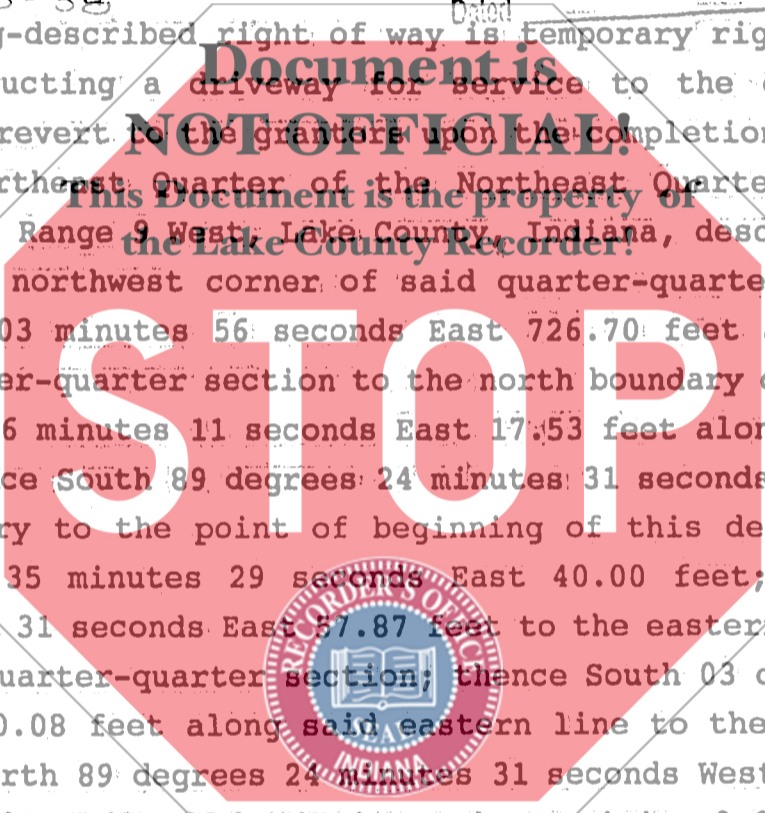
This indenture witnesseth that the undersigned, as grantors and sole owners of land in Lake County, Indiana, more definitely described below, through, over and upon which will pass a public highway and any incidental improvements related to said public highway, as proposed by the State of Indiana, hereby 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 31 Temporary Right of Way

Paid by Warrant No. 1884672
Dated 5-7-92

KEY 14-3-38

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 the Northeast Quarter of the Northeast Quarter of Section 18, Township 35 North, Range 9 West, Lake County, Indiana, described as follows: Commencing at the northwest corner of said quarter-quarter section; thence South 03 degrees 03 minutes 56 seconds East 726.70 feet along the western line of said quarter-quarter section to the north boundary of U.S. 30; thence South 87 degrees 46 minutes 11 seconds East 17.53 feet along the boundary of said U.S. 30; thence South 89 degrees 24 minutes 31 seconds East 122.49 feet along said boundary to the point of beginning of this description; thence North 00 degrees 35 minutes 29 seconds East 40.00 feet; thence South 89 degrees 24 minutes 31 seconds East 57.87 feet to the eastern line of the West 200 feet of said quarter-quarter section; thence South 03 degrees 03 minutes 56 seconds East 40.08 feet along said eastern line to the boundary of said U.S. 30; thence North 89 degrees 24 minutes 31 seconds West 60.42 feet along said boundary to the point of beginning and containing 0.054 acres, more or less.



FILED

MAY 28 1992

Anna M. Anton
AUDITOR LAKE COUNTY

ROBERT L. LAND

JUN 2 9 40 AM '92

STATE OF INDIANA
LAND RECORDS
FILED

G.S. 3-13-92

gn 3/13/92

dm 3/13/92

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

12/18/90SRC



01561

NC

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 0 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 ONE THOUSAND SIX HUNDRED TEN AND 00/100 Dollars (\$ 1610.00) which sum shall be paid or held in escrow as specified to the order of _____

John P. Nowakowski and IRENE M. Nowakowski (Adult Husband and wife)

1451 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 binding until specifically vacated by resolution by the Indiana Department of Transportation.

The undersigned _____ 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.

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

Land and improvements 0; Damages 1610.00; Total consideration 1610.00

(Grantor) (Grantor)

John P. Nowakowski
JOHN P. NOWAKOWSKI
Adult Husband
(Grantor) (Grantor)

(Grantor) (Grantor)

Irene M. Nowakowski
IRENE M. NOWAKOWSKI
Adult wife
(Grantor) (Grantor)

(Grantor) (Grantor)

(Grantor) (Grantor)

Dated March 13 1992

This instrument prepared
BY Jerry S. Szymanski
Deputy Attorney General
Date _____

AMOUNT
APPROVED _____
BY _____

DESCRIPTION
& FORM OK'D _____
BY _____

THE ABOVE GRANT IS HEREBY ACCEPTED
STATE OF INDIANA

PAID BY WARRANT NO. _____ DATED March 13, 1992
BY J. B. Nief
Title _____

Indiana Department of Transportation
DATE April 14, 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 John P. Nowakowski and Tasia M. Nowakowski and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 13th day of MARCH, 1992. Witness my hand and official seal.

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

County of Residence MARION (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 _____