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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: 43

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:..... 0.017 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 43 Temporary Right of Way

Paid by Warrant No. 205051

13-110-3

Dated 6-9-92

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 the Northwest Quarter of the Northwest Quarter of Section 17, Township 35 North, Range 9 West, Lake County, Indiana, described as follows: Commencing at the northwest corner of said section; thence South 03 degrees 43 minutes 30 seconds East 766.85 feet along the western line of said section to the north boundary of U.S. 30; thence South 89 degrees 24 minutes 31 seconds East 178.67 feet along the boundary of said U.S. 30 to the point of beginning of this description; thence North 00 degrees 35 minutes 29 seconds East 25.00 feet; thence South 89 degrees 24 minutes 31 seconds East 30.00 feet; thence South 00 degrees 35 minutes 29 seconds West 25.00 feet to the north boundary of said U.S. 30; thence North 89 degrees 24 minutes 31 seconds West 30.00 feet along said boundary to the point of beginning and containing 0.017 acres, more or less.



*G.S. 3-31-92
Bon Kellan 3-31-92
Elizabeth Kellan 3-31-92*

FILED

JUN 26 1992

Anna N. Anton
AUDITOR LAKE COUNTY

ROBERT REYNOLDS

JUN 29 10 21 AM '92

STATE OF INDIANA
LAKE COUNTY
FILED FOR RE...

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

2/15/91SRC



01542NC
a

PARCEL NO. 43 PROJECT NO. ST-200-1(13) CODE NO. 2515 SHEET 2 of 3 SHEETS

The above and foregoing grant is made in consideration of payment of the sum of Five Hundred Sixty and 00/100 Dollars (\$560.00) which sum shall be paid as specified by the following Grantor(s) of record _____

BERNARD A. KELLAR and (Adults, Husband and Wife)
ELIZABETH M. KELLAR
537 N. STEPHENS
SCHERERVILLE, IN 46375

(Give address of Grantor(s))

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(s) 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 Grantor(s) 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(s) 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 -0-; Damages 560.00; Total consideration 560.00

<u>Bernard A. Kellar</u> BERNARD A. KELLAR (Adult Husband)	(Grantor)	(Grantor)
<u>Elizabeth M. Kellar</u> ELIZABETH M. KELLAR (Adult Wife)	(Grantor)	(Grantor)
_____	(Grantor)	(Grantor)
_____	(Grantor)	(Grantor)
_____	(Grantor)	(Grantor)

Dated March 31 19 92

This instrument prepared
BY Jeremy S. Soutzwick
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 _____, 19 ____
BY J. By-nick
Title _____

Indiana Department of Transportation
DATE May 15, 19 92



PARCEL NO. 43 PROJECT NO. ST-200-1(13) CODE NO. 2515 SHEET 3 of 3 SHEETS

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 _____

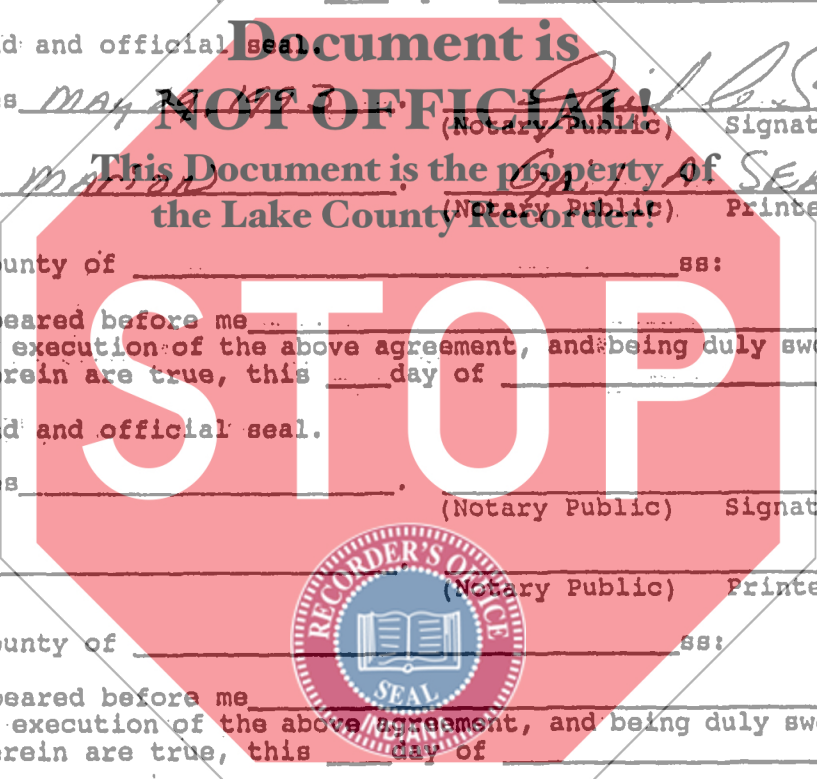
State of Indiana, County of LAKE ss:

Personally appeared before me BERNARD A. KELLAR and ELIZABETH M. KELLAR and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 31 day of MARCH, 1922.

Witness my hand and official seal.

My Commission expires MAY 19 1922 (Notary Public) Signature _____

County of Residence MARTIN (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 _____

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 _____