

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

93019014

Project: ST-200-1(13)
 Code: 2515
 Parcel: 49

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:..... 0.021 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 49 Temporary Right of Way (Fee Owners' Interest)

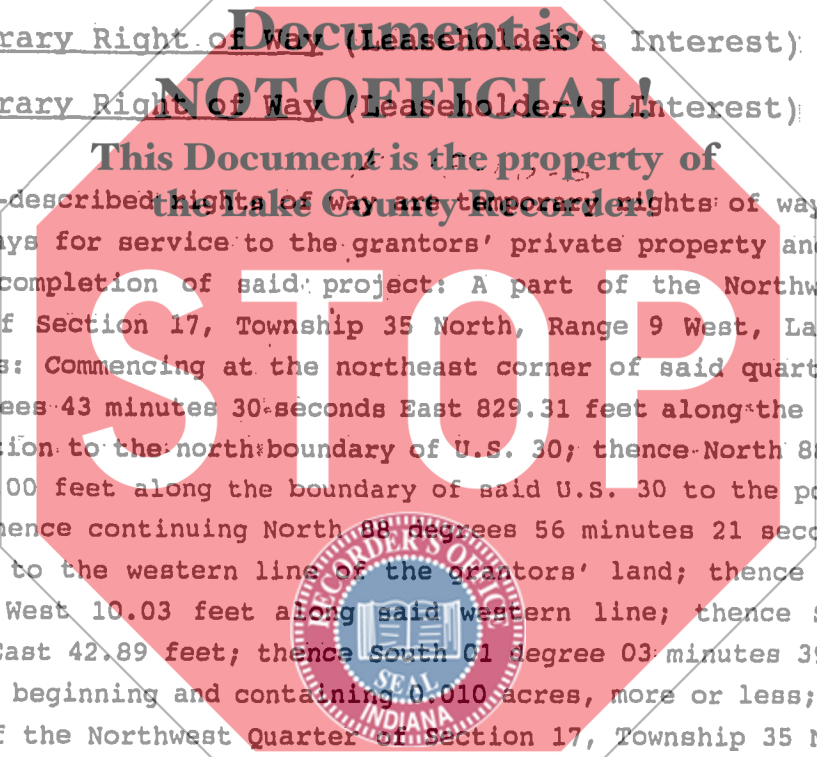
Parcel 49A Temporary Right of Way (Fee Owner's Interest)

Parcel 49B Temporary Right of Way (Leaseholder's Interest)

Parcel 49C Temporary Right of Way (Leaseholder's Interest)

RECORDED
 9 03 AM '93

STATE OF INDIANA
 LAKE COUNTY
 REC'D



The following-described rights of way are temporary rights of way for the purpose of constructing driveways 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 northeast corner of said quarter-quarter section; thence South 03 degrees 43 minutes 30-seconds East 829.31 feet along the eastern line of said quarter-quarter section to the north boundary of U.S. 30; thence North 88 degrees 56 minutes 21 seconds West 259.00 feet along the boundary of said U.S. 30 to the point of beginning of this description: thence continuing North 88 degrees 56 minutes 21 seconds West 42.05 feet along said boundary to the western line of the grantors' land; thence North 03 degrees 43 minutes 30 seconds West 10.03 feet along said western line; thence South 88 degrees 56 minutes 21 seconds East 42.89 feet; thence South 01 degree 03 minutes 39 seconds West 10.00 feet to the point of beginning and containing 0.010 acres, more or less; also, 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 northeast corner of said quarter-quarter section; thence South 03 degrees 43 minutes 30 seconds East 829.31 feet along the eastern line of said quarter-quarter section to the north boundary of U.S. 30; thence North 88 degrees 56 minutes 21 seconds West 69.00 feet along the boundary of said U.S. 30 to the point of beginning of this description: thence continuing North 88 degrees 56 minutes 21 seconds West 50.00 feet along said boundary; thence North 01 degree 03 minutes 39 seconds East 10.00 feet; thence South 88 degrees 56 minutes 21 seconds East 50.00 feet; thence South 01 degree 03 minutes 39 seconds West 10.00 feet to the point of beginning and containing 0.011 acres, more or less.

G.S. 10-29-92

R.D.M. 10-29-92

(R.D.M.) 10-29-92

Paid by Warrant No. 12840270

DEPT. 2-1-93

FILED

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

NOV 23 1993

James M. ...
 REC'D LAKE COUNTY

00498

2/15/91SRC

[Handwritten initials]

NC

PARCEL NO. 49 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 SEVEN HUNDRED AND NO/100 Dollars (\$700.00) which sum shall be paid as specified by the following Grantor(s) of record _____

RUSSELL I. MARTIN AND AGNES F. MARTIN (WIFE OF RUSSELL I. MARTIN)
1414 Lincoln Highway
Spring Hill, Mo. 64082

(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 100.00; Total consideration 700.00

<u>Russell I. Martin</u> RUSSELL I. MARTIN (Adult Husband) (Grantor)	<u>Agnes F. Martin</u> AGNES F. MARTIN (Adult Wife) (Grantor)	<u>Robert B. Bunker</u> ROBERT B. BUNKER, PRESIDENT (LEASE HOLD INTEREST ONLY) (Grantor)	<u>Robert B. Bunker</u> ROBERT B. BUNKER, SECRETARY (LEASE HOLD INTEREST ONLY) (Grantor)
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Dated October 29, 1992 1992

This instrument prepared
BY James Green 10-29-92
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 11 13, 1992

PARCEL NO. 49 PROJECT NO. ST-200-1(13) CODE NO. 2515 SHEET 3 of 3 SHEETS

State of Indiana, County of Lake SS:

Personally appeared before me Russell E. [Signature] Russ F. [Signature] and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 29th day of October, 1992.

Witness my hand and official seal.

My Commission expires May 29, 1993. [Signature]
(Notary Public) Signature

County of Residence MARION. Carl A. Seal
(Notary Public) Printed Name

State of Indiana, County of Lake SS:

Personally appeared before me Alan Bovenkerk President of Burelios of Indiana Corporation and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 3rd day of November, 1992.

Witness my hand and official seal.

My Commission expires 6-2-95. [Signature]
(Notary Public) Signature

County of Residence Lake. Emily E. Johnson
(Notary Public) Printed Name

State of Indiana, County of LAKE SS:

Personally appeared before me Alan Bovenkerk Secretary of Burelios of Indiana Corporation and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 3rd day of November, 1992.

Witness my hand and official seal.

My Commission expires May 29, 1992. [Signature]
(Notary Public) Signature

County of Residence Marion. Carl A. Seal
(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

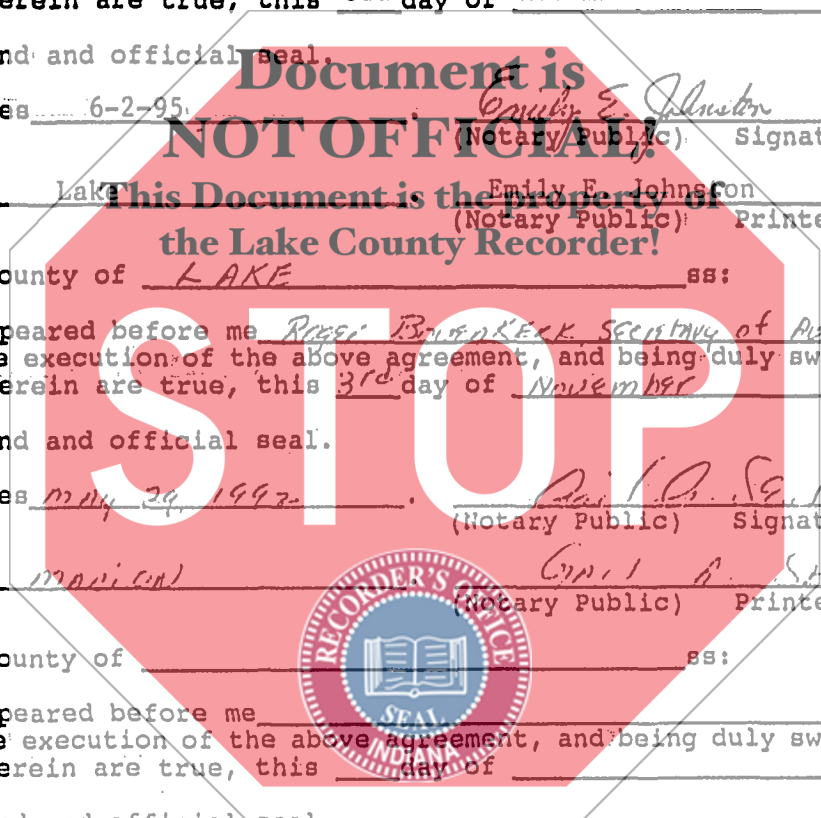
State of Indiana, County of _____ SS:

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



[Handwritten initials]