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INDIANA DEPARTMENT OF TRANSPORTATION
INDIANA GOVERNMENT CENTER NORTH
INDIANAPOLIS, INDIANA 46204

Paid by Warrant No. 17238929
Dated 11-5-92

Project ST-212-1(H)
Code 286B
Parcel 10
Page 1 of 3

RIGHT OF WAY GRANT

PLANS DATED 1991 ROAD S.R. 51 & S.R. 130 (Hobart Ave.) SHEET 1 OF 3 SHEETS
TEMPORARY RIGHT OF WAY FOR BUILDING REMOVAL: _____, GRANTED
OTHER TEMPORARY RIGHT OF WAY: 0.030 acres, GRANTED
PROVISIONAL RIGHT OF WAY: _____, GRANTED

This indenture witnesseth that the undersigned, as grantors and sole owners to 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:

PARCELS 10 AND 10B - TEMPORARY RIGHT OF WAY

3 1/2-51

The following-described rights of way are temporary rights of way for the purpose of yard grading and will revert to the grantors upon the completion of said project: A part of the Northwest Quarter of the Northwest Quarter of Section 28, Township 36 North, Range 7 West, Lake County, Indiana, described as follows: Commencing at the southwest corner of said quarter-quarter section; thence North 1 degree 14 minutes 07 seconds West 230.00 feet along the west line of said section to the northwest corner of the North 100 feet of the South 230 feet of the West 196 feet of said quarter-quarter section; thence South 89 degrees 32 minutes 06 seconds East 34.60 feet along the north line of the North 100 feet of the South 230 feet of the West 196 feet of said quarter-quarter section to the east boundary of S.R. 51 and S.R. 130 (Hobart Ave.); and the point of beginning of this description; thence South 89 degrees 32 minutes 06 seconds East 10.00 feet along said north line; thence South 1 degree 08 minutes 06 seconds East 27.65 feet; thence South 88 degrees 52 minutes 34 seconds West 10.00 feet to the east boundary of said S.R. 51; thence along the boundary of said S.R. 51 Northerly 27.93 feet along an arc to the left and having a radius of 229,218.12 feet and subtended by a long chord having a bearing of North 1 degree 07 minutes 35 seconds West and a length of 27.93 feet to the point of beginning; and containing 0.006 acres, more or less; also, a part of the Northwest Quarter of the Northwest Quarter of Section 28, Township 36 North, Range 7 West, Lake County, Indiana, described as follows: Commencing at the southwest corner of said quarter-quarter section; thence North 1 degree 14 minutes 07 seconds West 230.00 feet along the west line of said section to the northwest corner of the North 100 feet of the South 230 feet of the West 196 feet of said quarter-quarter section; thence South 89 degrees 32 minutes 06 seconds East 34.60 feet along the north line of the North 100 feet of the South 230 feet of the West 196 feet of said quarter-quarter section to the east boundary of S.R. 51 and S.R. 130 (Hobart Ave.); thence along the boundary of said S.R. 51 southerly 57.93 feet along an arc to the right and having a radius of 229,218.12 feet and subtended by a long chord having a bearing of South 1 degree 07 minutes 23 seconds East and a length of 57.93 feet to the point of beginning of this description; thence North 88 degrees 53 minutes 01 second East 10.00 feet; thence South 1 degree 05 minutes 55 seconds East 42.34 feet to the south line of the North 100 feet of the South 230 feet of the West 196 feet of said quarter-quarter section; thence North 89 degrees 32 minutes 06 seconds West 9.99 feet along said south line to the east boundary of said S.R. 51; thence along the boundary of said S.R. 51 Northerly 42.06 feet along an arc to the left and having a radius of 229,218.12 feet and subtended by a long chord having a bearing of North 1 degree 06 minutes 42 seconds West and a length of 42.06 feet to the point of beginning and containing 0.010 acres, more or less.

PARCEL 10A - TEMPORARY RIGHT OF WAY

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 28, Township 36 North, Range 7 West, Lake County, Indiana, described as follows: Commencing at the southwest corner of said quarter-quarter section; thence North 1 degree 14 minutes 07 seconds West 230.00 feet along the west line of said section to the northwest corner of the North 100 feet of the South 230 feet of the West

FILED

Interests in land acquired
For the State of Indiana by
Indiana Department of Transportation
100 N. Senate Avenue
Indianapolis, In. 46204-2249

DEC 14 1993

Anna N. Anton

AUDITOR LAKE COUNTY FROM SALES
TRANSACTION EXEMPT FROM SALES
DISCLOSURE REQUIREMENTS UNDER
IC6-1.1-5.5

A.S. 9-16-92

M.S. 9-16-92

4/6/93/RWGRP10



MC
00152

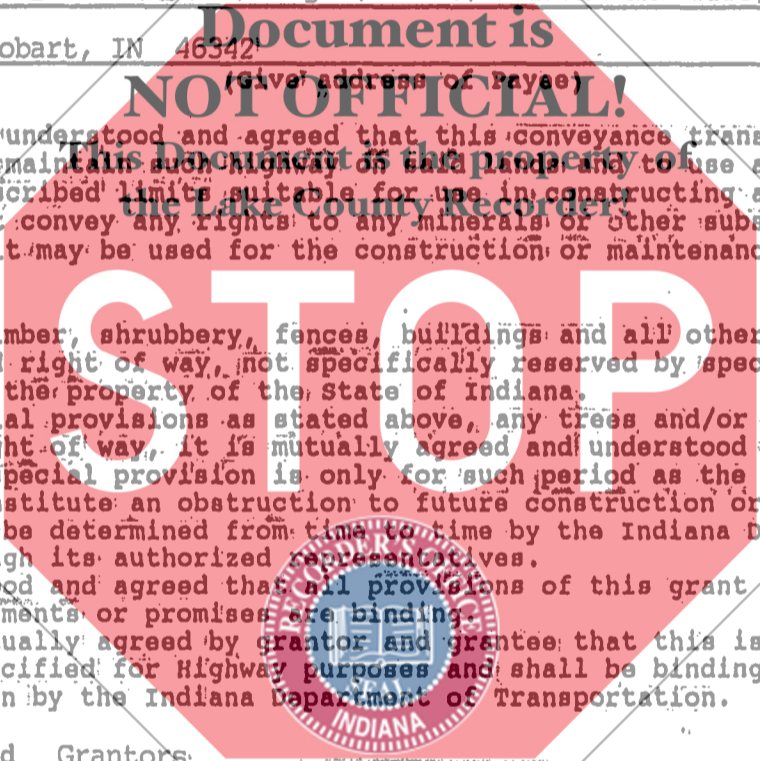
196 feet of said quarter-quarter section; thence South 89 degrees 32 minutes 06 seconds East 34.60 feet along the north line of the North 100 feet of the South 230 feet of the West 196 feet of said quarter-quarter section to the east boundary of S.R. 51 and S.R. 130 (Hobart Ave.); thence along the boundary of said S.R. 51 southerly 27.93 feet along an arc to the right and having a radius of 229,218.12 feet and subtended by a long chord having a bearing of South 1 degree 07 minutes 35 seconds East and a length of 27.93 feet to the point of beginning of this description; thence North 88 degrees 52 minutes 34 seconds East 20.00 feet; thence South 1 degree 07 minutes 12 seconds East 30.01 feet; thence South 88 degree 53 minutes 01 seconds West 20.00 feet to the east boundary of said S.R. 51; thence along the boundary of said S.R. 51 Northerly 30.00 feet along an arc to the left and having a radius of 229,218.12 feet and subtended by a long chord having a bearing of North 1 degree 07 minutes 12 seconds West and a length of 30.00 feet to the point of beginning and containing 0.014 acres, more or less.

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 SIX HUNDRED TWENTY-FIVE AND NO/100 _____ Dollars (\$ 625.00)

which sum shall be paid or held in escrow as specified to the order of _____ Haldean Sturtridge and Mildred Sturtridge (adults, husband and wife)

625 N. Hobart Rd., Hobart, IN 46342 _____ (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 excepted 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 Grantors 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 of character on said lands as conveyed, except as shown below, and that they made 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 binding from and after its approval by the Indiana Department of Transportation.

Land and improvements \$200.00; Damages \$425.00;

Total consideration \$625.00

Haldean Sturtridge
Haldean Sturtridge (Grantor)
(adult, husband)

(Grantor)

Mildred Sturtridge
Mildred Sturtridge (Grantor)
(adult, wife)

(Grantor)

(Grantor)

Dated September 16th, 19 93

PARCEL NO. 10 PROJECT NO. ST-212-1(H) SHEET 3 OF 3 SHEETS
State of Indiana, County of Lake, ss:

Personally appeared before me Haldean Sturtridge and Mildred Sturtridge
(adults, husband and wife)
and acknowledged the execution of the above agreement, and being duly sworn, upon their
oath stated the facts therein are true, this 16th day of September, 1923.
Witness my hand official seal.

My commission expires 11/2/25 _____
County of residence 11/2/25 _____ ss: Printed: Dale R. Hansell
(Notary Public)

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 official seal.

My commission expires _____
State of Indiana, County of _____ ss: _____
(Notary Public)

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 official seal.

My commission expires _____
State of Indiana, County of _____ ss: _____
(Notary Public)

