

93085701

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

Project ST-212-1(H)
Code 2869
Parcel 16
Page 1 of 2

Paid by Warrant No. 172248725 732

Dated _____

RIGHT OF WAY GRANT

PLANS DATED 1991 ROAD S.R. 51 & S.R. 130 (Hobart Ave.) SHEET 1 OF 2 SHEETS
TEMPORARY RIGHT OF WAY FOR BUILDING REMOVAL: _____, ±, GRANTED
OTHER TEMPORARY RIGHT OF WAY: _____ 0.055 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:

PARCEL 16 - TEMPORARY RIGHT OF WAY

17-11-19

The following described right of way is temporary right of way for the purpose of yard grading, and will revert to the grantors upon the completion of said project. A part of the East Half of the southeast quarter of the Northeast Quarter of the Northeast quarter of section 29, Township 36 North, Range 7 West, Lake County, Indiana, described as follows: Commencing at the southeast corner of said quarter-quarter section; thence North 1 degree 14 minutes 07 seconds West 267.50 feet along the east line of said section to the northeast corner of the South 2 acres of said half-quarter-quarter section; thence North 89 degrees 52 minutes 57 seconds West 35.36 feet along the north line of said South 2 acres to the west boundary of S.R. 51 and S.R. 130 (Hobart Ave.) and the point of beginning of this description; thence along the boundary of said S.R. 51 southerly 237.48 feet along an arc to the right and having a radius of 229,148.12 feet and subtended by a long chord having a bearing of south 1 degree 06 minutes 39 seconds East and a length of 237.48 feet to the north boundary of Rand Street; thence North 89 degrees 52 minutes 57 seconds West 10.00 feet along the boundary of said Rand Street; thence northerly 237.48 feet along an arc to the left and having a radius of 229,138.12 feet and subtended by a long chord having a bearing of North 1 degree 06 minutes 40 seconds West and a length of 237.48 feet to the north line of said South 2 acres; thence south 89 degrees 52 minutes 57 seconds East 10.00 feet along said north line to the point of beginning and containing 0.055 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 homestead 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 ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars (\$1,250.00), which sum shall be paid or held in escrow as specified to the order of Vieslava Waldorph (adult, female) and Olga Arnold (adult, female), as tenants in common 1500 E. Rand Street, 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.

DEC 14 1993

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

Dana N. Antos
AUDITOR LAKE COUNTY

TRANSACTION EXEMPT FROM SALES DISCLOSURE REQUIREMENTS UNDER IC6-1.1-3-3

4/6/93/RWGRP16

uw 9-24-93

oa 7-24-93

RC

00163

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 \$700.00; Damages \$550.00
Total consideration \$1,250.00

Vieslava Waldorph (adult, female) (Grantor)
Vieslava Waldorph (adult, female) (Grantor)

Olga Arnold (Grantor)
Olga Arnold (adult, female) (Grantor)

State of Indiana, County of Lake, ss: Dated: September 24, 1993

Personally appeared before me Vieslava Waldorph (adult, female) and Olga Arnold (adult, female), as tenants in common, and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 24TH day of SEPTEMBER, 1993.
Witness my hand official seal.

My Commission expires: 1-29-97
County of residence LAKE
(Notary Public)
Printed: DEBBIE J. LUCAS

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 _____ (Notary Public)

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 official seal.

My Commission expires _____ (Notary Public)

State of Indiana, County of _____ ss:

Instrument Prepared by R. Stephen Hansell
Attorney at Law