

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

93085702

Project ST-212-1(H)  
Code 2869  
Parcel 12  
Page 1 of 2

Paid by Warrant No. 132412

Dated 11/17/93

RIGHT OF WAY GRANT

PLANS DATED 1991 ROAD U.S.R. 6 (37th Ave.) SHEET 1 OF 3 SHEETS  
TEMPORARY RIGHT OF WAY FOR BUILDING REMOVAL: \_\_\_\_\_, ±, GRANTED  
OTHER TEMPORARY RIGHT OF WAY: . . . . . 0.061 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 12 - TEMPORARY RIGHT OF WAY

The following described right of way is temporary right of way for the purpose of yard grading and will revert to the grantor upon the completion of said project: A part of the Northeast Quarter of the Northwest Quarter of Section 28, Township 36 North, Range 7 West, Lake County, Indiana, described as follows: Commencing at the northwest corner of said quarter-quarter section; thence South 89 degrees 32 minutes 06 seconds East 396.00 feet along the north line of said section to the northwest corner of the East 165 feet of the West 561 feet of the North 440 feet of said quarter-quarter section; thence South 1 degree 01 minute 06 seconds East 40.04 feet along the west line of the East 165 feet of the West 561 feet of the North 440 feet of said quarter-quarter section to the south boundary of U.S.R. 6 (37th Avenue) and the point of beginning of this description; thence South 89 degrees 25 minutes 57 seconds East 97.67 feet along the boundary of said U.S.R. 6 (37th Avenue); thence South 0 degrees 34 minutes 03 seconds West 10.00 feet; thence North 89 degrees 25 minutes 57 seconds West 97.39 feet to the west line of the East 165 feet of the West 561 feet of the North 440 feet of said quarter-quarter section; thence North 1 degree 01 minute 06 seconds West 10.00 feet along said west line to the point of beginning and containing 0.022 acres, more or less.

PARCEL 12A - 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 grantor's private property and will revert to the grantor upon the completion of said project: A part of the Northeast Quarter of the Northwest Quarter of Section 28, Township 36 North, Range 7 West, Lake County, Indiana, described as follows: Commencing at the northwest corner of said quarter-quarter section; thence South 89 degrees 32 minutes 06 seconds East 396.00 feet along the north line of said section to the northwest corner of the East 165 feet of the West 561 feet of the North 440 feet of said quarter-quarter section; thence South 1 degree 01 minute 06 seconds East 40.04 feet along the west line of the East 165 feet of the West 561 feet of the North 440 feet of said quarter-quarter section to the south boundary of U.S.R. 6 (37th Avenue); thence South 89 degrees 25 minutes 57 seconds East 97.67 feet along the boundary of said U.S.R. 6 (37th Avenue) to the point of beginning of this description; thence South 89 degrees 25 minutes 57 seconds East 67.53 feet along said boundary to the east line of the West 561 feet of the North 440 feet of said quarter-quarter section; thence South 1 degree 01 minute 06 seconds East 25.01 feet along said east line; thence North 89 degrees 25 minutes 57 seconds West 68.22 feet; thence North 0 degrees 34 minutes 03 seconds East 25.00 feet to the point of beginning and containing 0.039 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.

FILED

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

*Diana M. Antos*  
AUDITOR LAKE COUNTY EXEMPT FROM SALES  
TRANSACTION DISCLOSURE REQUIREMENTS UNDER  
IC6-1.1-5.5

4/6/93/RWGRPR12

00164

The above and foregoing grant is made in consideration of payment of the sum of One  
Thousand Two Hundred and NO/100 Dollars (\$1,200.00),

which sum shall be paid or held in escrow as specified to the order of LAKE COUNTY TRUST  
COMPANY, a corporation of Indiana, as Trustee under the provisions of a trust agreement dated the 25th day of  
October, 1976, and known as Trust Number 2420, P.O. Box 110, Crown Point, IN 46307  
(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 Grantor, 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 \$75.00; Damages \$1,125.00;  
Total consideration \$1,200.00



LAKE COUNTY TRUST COMPANY, a corporation of Indiana, as Trustee under the provisions of a trust agreement dated the 25th day of October, 1976, and known as Trust Number 2420 and not personally

(Grantor) \_\_\_\_\_ (Grantor)  
(Grantor) \_\_\_\_\_ Elaine M. Worstell, Trust Officer. (Grantor)  
(Grantor) \_\_\_\_\_ Attest: Sandra L. Stiglitz, Assistant Secretary. (Grantor)

Dated October 5, 1993

State of Indiana, County of Lake ss: LAKE COUNTY TRUST COMPANY, a corporation of Indiana, as Trustee under the provisions of a trust agreement dated the 25th day of October, 1976, and known as Trust Number 2420, by Elaine M. Worstell, its Trust Officer, and Sandra L. Stiglitz, its Assistant Secretary  
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 5th day of October, 1993.  
Witness my hand-official seal.

My Commission expires November 11, 1995

Laura L. Anderson  
(Notary Public)

County of Residence Lake  
Laura L. Anderson  
(Notary, Printed)

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:

RECORDED BY: James A. [unclear]  
Deputy, [unclear]  
Agreed as to [unclear]