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

Project ST-212-1(H)  
Code 2869  
Parcel 8  
Page 1 of 3

Paid by Warrant No. 1973-1140-41

Dated \_\_\_\_\_ 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: . . . . . 0.028 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 8A - 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 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 330.00 feet along the west line of said section to the southwest corner of the North 105 feet of the South 435 feet of said quarter-quarter section; thence South 89 degrees 32 minutes 06 seconds East 34.76 feet along the south line of the North 105 feet of the South 435 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 Northerly 17.10 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 09 minutes 34 seconds West and a length of 17.10 feet to the point of beginning of this description; thence along said boundary Northerly 87.90 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 10 minutes 15 seconds West and a length of 87.90 feet to the north line of the North 105 feet of the South 435 feet of said quarter-quarter section; thence South 89 degrees 32 minutes 06 seconds East 10.00 feet along said north line; thence South 1 degree 10 minutes 15 seconds East 87.61 feet; thence South 88 degrees 50 minutes 24 seconds West 10.00 feet to the point of beginning and containing 0.020 acres, more or less.

PARCEL 8A - 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 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 330.00 feet along the west line of said section to the southwest corner of the North 105 feet of the South 435 feet of said quarter-quarter section; thence South 89 degrees 32 minutes 06 seconds East 34.76 feet along the south line of the North 105 feet of the South 435 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 along the boundary of said S.R. 51 Northerly 17.10 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 09 minutes 34 seconds West and a length of 17.10 feet; thence North 88 degrees 50 minutes 24 seconds East 20.00 feet; thence South 1 degree 09 minutes 12 seconds East 17.67 feet to the south line of the North 105 feet of the South 435 feet of said quarter-quarter section; thence North 89 degrees 32 minutes 06 seconds West 20.01 feet along said south line to the point of beginning and containing 0.008 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. That the said Andrew Chismudy, Attorney in Fact, is executing this Grant in accordance with the terms of the Power of Attorney granted to him by Paul Chismudy on the 15th day of February, 1993, which Power of Attorney was duly recorded as Instrument No. 93062948 in the Office of the Recorder of Lake County, Indiana on the 24th day of September, 1993. That the said Andrew Chismudy, Attorney in Fact, is executing this Grant in accordance with the terms of the Power of Attorney granted to him by Laura Przekwas on the 23rd day of February, 1993, which Power of Attorney was duly recorded as Instrument No. 93062949 in the Office of the Recorder of Lake County, Indiana on the 24th day of September, 1993.

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

REC 16 1993

TRANSACTION EXEMPT FROM SALES DISCLOSURE REQUIREMENTS UNDER IC6-1.1-5.5

4/5/93RWGRPAB:

*Jessie N. Gator*  
AUDITOR LAKE COUNTY

00176

The above and foregoing grant is made in consideration of payment of the sum of FIVE HUNDRED AND NO/100 Dollars (\$500.00)

which sum shall be paid or held in escrow as specified to the order of Andrew Chiamudy, Attorney in Fact for Paul Chiamudy (adult, male) and Andrew Chiamudy, Attorney in Fact for Laura Przekwas (adult, female), as Tenants in Common

c/o Andrew Chiamudy, Attorney in Fact 530 N. Hobart Road, Hobart, IN 46342

(Give address of Payee)

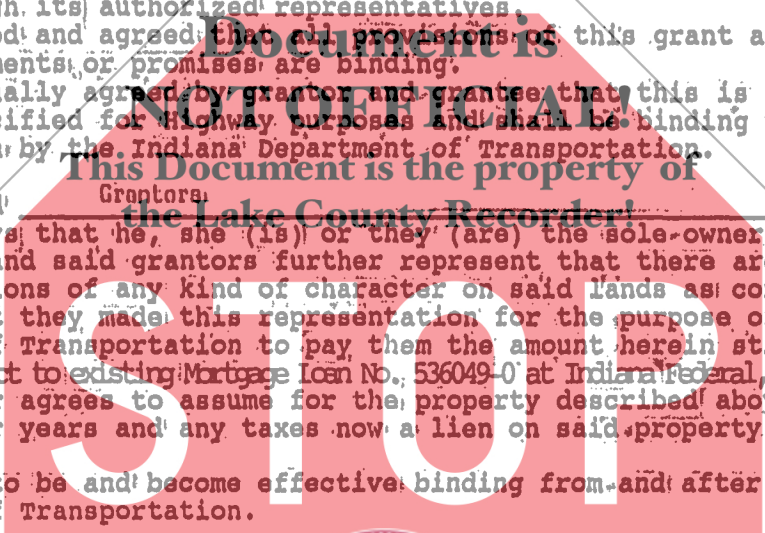
It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and to use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to 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.

Property is subject to existing Mortgage Loan No. 536049-0 at Indiana Federal, Valparaiso, IN.

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 \$100.00; Damages: \$400.00

Total consideration \$500.00

Paul Chiamudy (Grantor) and Laura Przekwas (Grantor) signed by Andrew Chiamudy (Attorney in Fact) and Andrew Chiamudy (Attorney in Fact)



Dated September 28th, 1993

State of Indiana, County of Lake as: Andrew Chiamudy, Attorney in Fact for Paul Chiamudy (adult, male) and Andrew Chiamudy, Attorney in Fact for Laura Przekwas (adult, female), as Tenants in Common

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 28th day of SEPTEMBER, 1993. Witness my hand official seal.

My Commission expires 9-6-97 Notary Public Scott R. Bilse

State of Indiana, County of Lake of Residence: Lake Printed: SCOTT R. BILSE

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

My Commission expires (Notary Public)

State of Indiana, County of ss:

PARCEL NO. 8 PROJECT NO. ST-212-1(H) SHEET 3 OF 3 SHEETS

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

