

2004 045809

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MORRIS W. STIGLICH
RECORDER

**QUIT CLAIM DEED
WITH LIMITATION OF ACCESS**

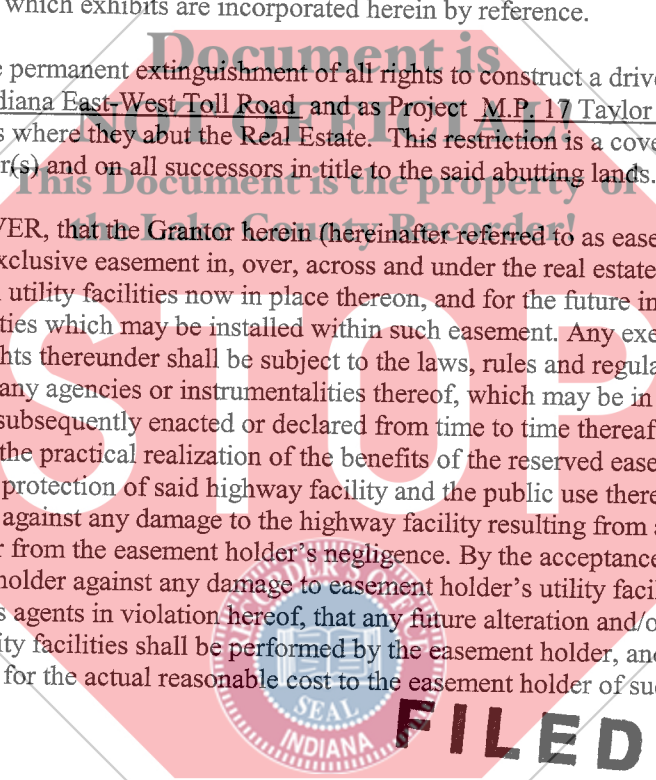
Project: M.P. 17
Taylor Road Modification
Parcel: 12
Page: 1 of 3

THIS INDENTURE WITNESSETH, That Northern Indiana Public Service Company, an Indiana Corporation

the Grantor(s), of Lake County, State of Indiana Convey(s) to the STATE OF INDIANA, the Grantee, for and in consideration of the sum of Two Thousand Seven Hundred and no/100 Dollars (\$ 2,700.00) (\$ 0.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Lake, State of Indiana, and which is more particularly described in the legal description attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B," both of which exhibits are incorporated herein by reference.

TOGETHER with the permanent extinguishment of all rights to construct a driveway to, from and across the highway facility known as Indiana East-West Toll Road and as Project M.P. 17 Taylor Road Modification to and from the Grantor(s) remaining lands where they abut the Real Estate. This restriction is a covenant running with the land and shall be binding on the Grantor(s) and on all successors in title to the said abutting lands.

PROVIDED HOWEVER, that the Grantor herein (hereinafter referred to as easement holder) does hereby reserve unto itself a permanent, non-exclusive easement in, over, across and under the real estate described in Exhibit "A" for the purpose of maintaining certain utility facilities now in place thereon, and for the future installation and maintenance of said easement holder's utility facilities which may be installed within such easement. Any exercise by the easement holder of such easement or any of its rights thereunder shall be subject to the laws, rules and regulations of the State of Indiana, the United States Government, or any agencies or instrumentalities thereof, which may be in effect at the execution of this instrument and which may be subsequently enacted or declared from time to time thereafter, but provided the same do not prevent easement holder from the practical realization of the benefits of the reserved easement which are reasonably necessary or convenient to the protection of said highway facility and the public use thereof; and the easement holder shall indemnify the State of Indiana against any damage to the highway facility resulting from any act of the easement holder or its agents in violation hereof or from the easement holder's negligence. By the acceptance of this deed the State of Indiana agrees to indemnify easement holder against any damage to easement holder's utility facilities resulting from any negligent act of the State of Indiana or its agents in violation hereof, that any future alteration and/or relocation ordered by the State of Indiana of such existing utility facilities shall be performed by the easement holder, and the State of Indiana shall reimburse the easement holder for the actual reasonable cost to the easement holder of such performance. Provided such



FILED

JUN 2 2004

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

↓
RQAW Corporation
120 W. LaSalle Ave Suite 801
South Bend, IN 46601

000186
A/C-06

Project: M.P. 17
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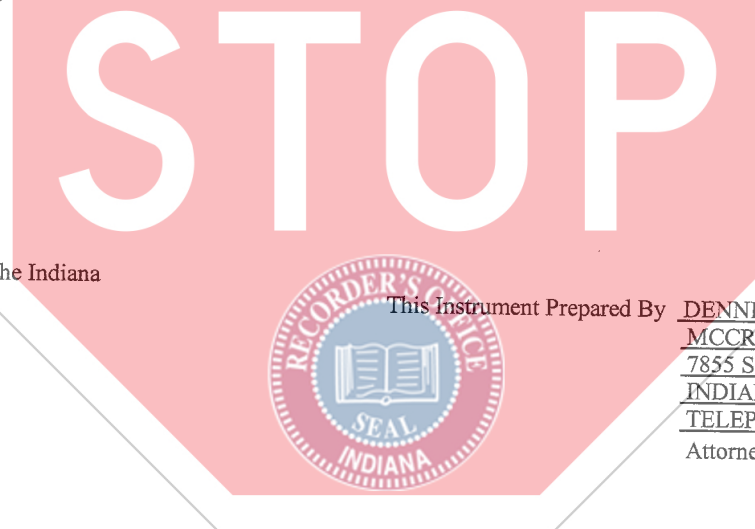
cost reimbursement is not prohibited by any law, rule or regulation of the State of Indiana, United States Government, or their agencies or instrumentalities.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

The undersigned person(s) executing this deed represent(s) and certify(certifies) on behalf of the Grantor, that he/she is a duly elected officer(they are duly elected officers) of the Grantor and has(have) been fully empowered by proper resolution, or the by-laws of the Grantor, to execute and deliver this deed; that the Grantor is a corporation in good standing in the State of its origin and, where required, in the State where the subject real estate is situate; that the Grantor has full corporate capacity to convey the real estate described; and that all necessary corporate action for the making of this conveyance has been duly taken.

Interests in land acquired by the Indiana
Department of Transportation
Grantee mailing address:
100 North Senate Avenue
Indianapolis, IN 46204-2219
I.C. 8-23-7-31



This Instrument Prepared By DENNIS F. MCCROSSON (10249)

MCCROSSON & NERZ, P.C.

7855 SOUTH EMERSON, SUITE A

INDIANAPOLIS, IN 46237

TELEPHONE (317) 885-7500

Attorney at Law

IN WITNESS WHEREOF, the said Grantor(s) have executed this instrument this 8 day of April, 2004.

Northern Indiana Public Service Co.

ATTEST:

Gail W. Harowski (Seal)
Signature

Gary W. Pottorff (Seal)
Signature

By: Gail W. Harowski, Vice President
Printed Name

Gary W. Pottorff, Secretary
Printed Name

Signature (Seal)

Signature (Seal)

Printed Name

Printed Name

STATE OF Indiana

COUNTY OF Lake

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

STOP

Before me, a Notary Public in and for said State and County, personally appeared Gail W. Harowski (Vice President) and Gary W. Pottorff (Secretary)

the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be their voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 8 day of April, 2004.

Don W. Carnahan

Printed Name Don W. Carnahan

My Commission expires September 9, 2010

I am a resident of Lake County.

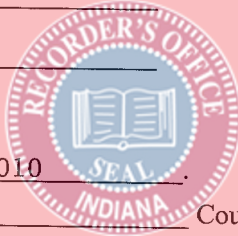


EXHIBIT "A"

Project: Indiana Toll Road
Taylor Road Modification

Sheet 1 of 2

Parcel: 12 Fee

A part of the Southeast Quarter of Section 2, Township 36 North, Range 8 West, Lake County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing at the southeast corner of said quarter section; thence northerly 992.44 feet along the east line of said quarter section to the north line of the grantor's land; thence North 73 degrees 19 minutes 32 seconds West 2398.83 feet along said north line (the foregoing portion of this description beginning with the words "Commencing at a point" is taken from Instrument No. 774073) to the northern boundary of the Indiana East-West Toll Road and the point of beginning of this description, designated as point "202" on said plat; thence South 73 degrees 25 minutes 22 seconds East 110.48 feet along the northern line of the grantor's land to point "211" designated on said plat; thence South 17 degrees 17 minutes 25 seconds West 100.02 feet to point "210" designated on said plat, which point is on the southern line of the grantor's land; thence North 73 degrees 25 minutes 22 seconds West 3.99 feet along said southern line to point "200" designated on said plat, which point is on the northern boundary of said Indiana East-West Toll Road; thence along the boundary of said Indiana East-West Toll Road Northwesterly 144.19 feet along an arc to the left and having a radius of 2,924.79 feet and subtended by a long chord having a bearing of North 30 degrees 23 minutes 40 seconds West and a length of 144.17 feet; thence North 21 degrees 51 minutes 45 seconds East 1.64 feet along said boundary to the point of beginning and containing 0.132 acres, more or less. The above-described land abuts the land described in Instrument No. 774073, and any seeming bearing

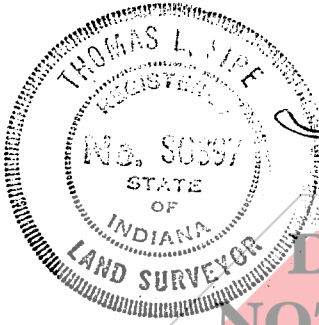
EXHIBIT "A"

Project: Indiana Toll Road
Taylor Road Modification

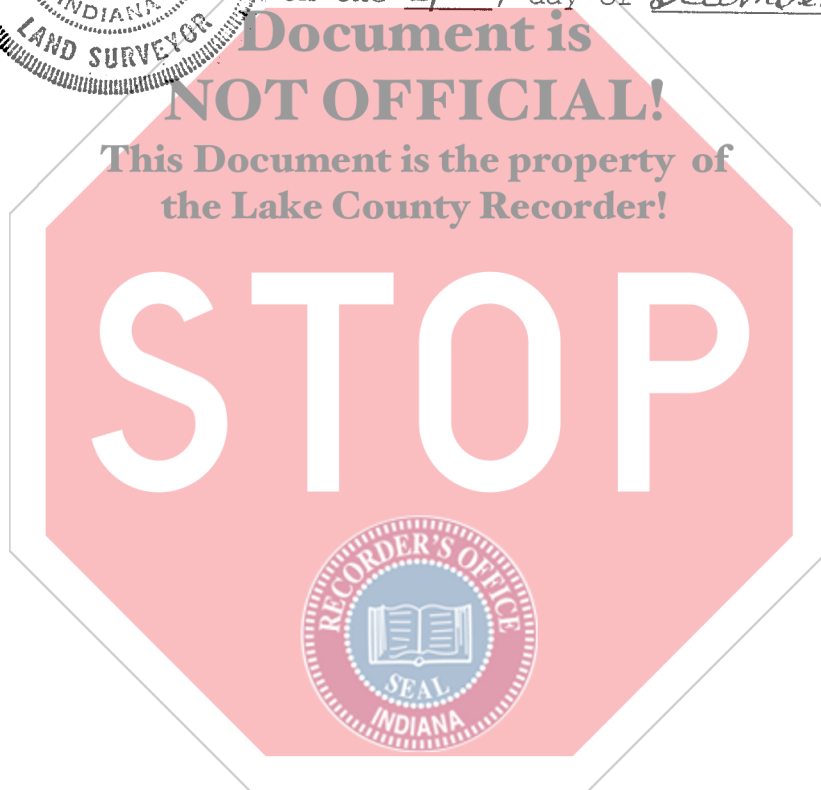
Sheet 2 of 2

Parcel: 12 Fee

discrepancies result merely from the different bearing systems upon which they are based.



This description was prepared for the
Indiana Department of Transportation by
Thomas Nipe, Indiana Registered
Land Surveyor, License Number 80040397
on the 4th, day of December, 2002.

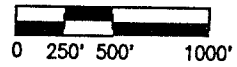


PARCEL: 12
 PROJECT: M.P. 17 INTERCHANGE
 ROAD: INDIANA TOLL ROAD
 COUNTY: LAKE
 SECTION: 2
 TOWNSHIP: 36N
 RANGE: 8W.

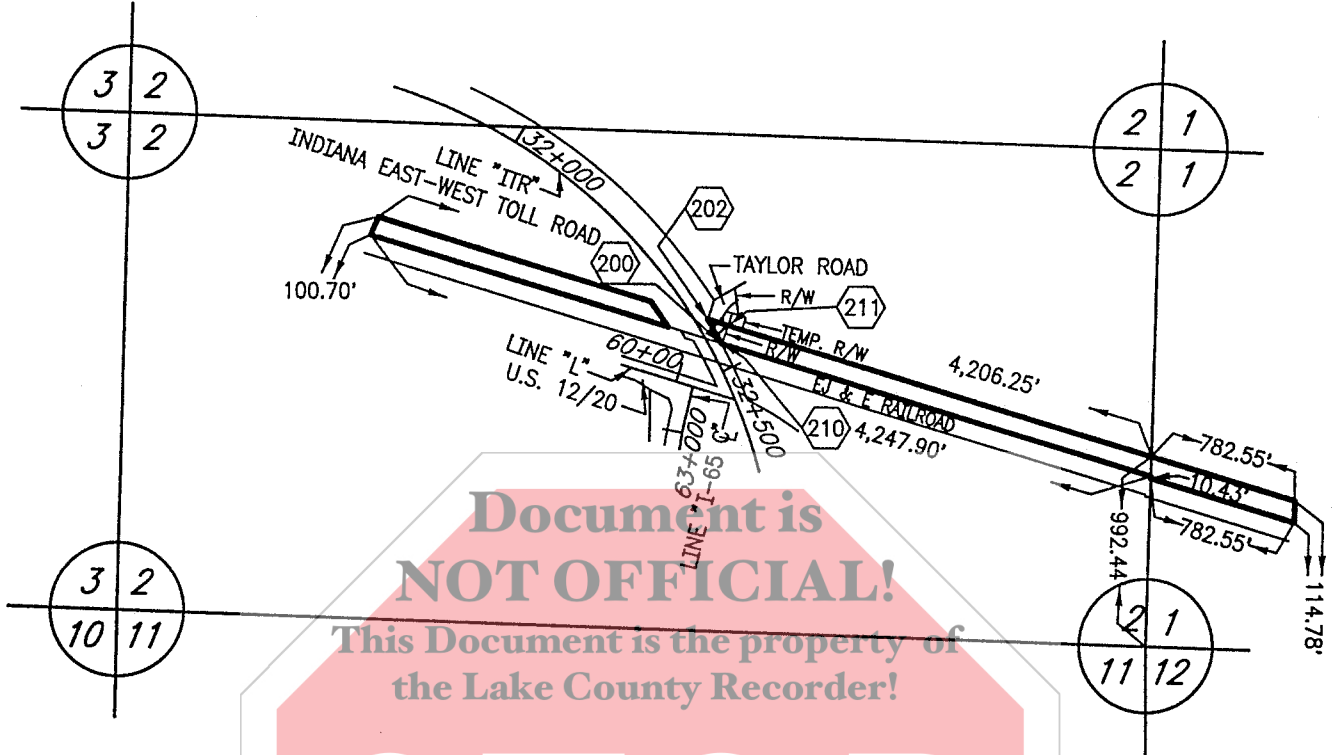
OWNER: NORTHERN INDIANA PUBLIC
 SERVICE COMPANY
 DEED 1160 ,PAGE 361 ,DATE 10/24/60

DRAWN BY: B. HAMILTON 8/13/02
 CHECKED BY: R. WILSON 8/19/02
 SCALE: 1" = 1000'

 HATCHED AREA IS THE APPROXIMATE TAKING



THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.



PARCEL COORDINATE CHART (shown in meters)

POINT	CENTERLINE	STATION	OFFSET	NORTHING	EASTING
200	"ITR"	+P (1064+95.210)	P (59.960)	1493012.923	438968.453
202	"ITR"	1063+53.030	61.300	1493138.800	438896.120
210	"ITR"	1064+98.000	P (62.757)	1493011.783	438972.280
211	"ITR"	+P (1064+31.931)	R/W (135.772)	1493107.280	439002.006

STATIONS AND OFFSETS ARE TO CONTROL OVER NORTHING AND EASTING COORDINATES

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey Plat" recorded in Plat Book #33A in the Office of the Recorder of Lake County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

Thomas L. Sipe
 Thomas L. Sipe
 L.S. #80040397 12-04-02



EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT
 Prepared for Indiana Department of Transportation
 by RQAW Corporation (Job #201-036.1/0001/02)