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**TEMPORARY HIGHWAY EASEMENT GRANT
(FOR CONSTRUCTION OF A DRIVEWAY)**

Project: STP-9957(037)
Code: N/A
Parcel: 1A
Page: 1 of 3

THIS INDENTURE WITNESSETH, That East Noble School Corporation, an Indiana corporation

the Grantor(s), of Noble County, State of Indiana Grant(s) to the **CITY OF KENDALLVILLE, INDIANA**, the Grantee, for and in consideration of Sixty Dollars and NO/100 (\$60.00) (of which said sum \$ 0.00 represents land improvements acquired and \$60.00 represents land temporarily encumbered and damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantor(s) for the purpose of constructing thereupon a driveway servicing to the Grantor(s) property to and from the highway facility known as Dowling and as Project STP-9957(037) which said Real Estate situated in the County of Noble, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantor(s) and/or the Grantor(s) successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantor(s).

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Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the City of Kendallville, Indiana except:

The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor(s), for the purpose of inducing the City of Kendallville, Indiana to accept this grant and to pay the hereinbefore referenced consideration, represent(s) that the Grantor(s) are the owner(s) in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

The undersigned person executing this grant represents and certifies on behalf of Grantor, that he is an Authorized Agent of the Grantor and has been fully empowered by proper resolution, or the by-laws of the Grantor, to execute and deliver this grant; 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.

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IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this 19TH day of May, 2010.

East Noble School Corporation, an Indiana corporation

<u>Craig A. Ream</u> Signature	_____ Signature
Craig A. Ream, Business Manager Printed Name	_____ Printed Name

STATE OF INDIANA :
COUNTY OF NOBLE :

SS:

Before me, a Notary Public in and for said State and County, personally appeared Craig A. Ream, Business Manager East Noble School Corporation, an Indiana corporation, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 19TH day of May, 2010.

<u>William D. Jones</u> Signature
<u>William D. Jones</u> Printed Name



My Commission expires 10-24-15.

I am a resident of Allen County.

This Instrument Prepared By Douglas J. Atz, Atz Law Office, LLC, 202 S. Main Street, Kendallville, IN
Attorney at Law

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless otherwise required by law.

Douglas J. Atz

EXHIBIT "A"

Project: STP-9957(037)
Parcel 1A Temporary Right of Way for Drive Construction

Sheet 1 of 1

A part of Lot 9 in David Lash's Addition, an addition to the City of Kendallville, Indiana, the plat of which addition is recorded in Deed Record 22, page 540, in the Office of the Recorder of Noble County, Indiana, described as follows: Commencing at the northwest corner of said lot; thence North 89 degrees 57 minutes 53 seconds East 139.40 feet along the north line of said lot to the northeast corner of the grantor's land; thence South 01 degree 54 minutes 31 seconds West 5.25 feet along the east line of the grantor's land to the point of beginning of this description: thence continuing South 01 degree 54 minutes 31 seconds West 4.00 feet along said east line; thence South 89 degrees 57 minutes 53 seconds West 43.06 feet; thence North 00 degrees 02 minutes 07 seconds West 4.00 feet; thence North 89 degrees 57 minutes 53 seconds East 43.19 feet to the point of beginning and containing 172 square feet, more or less.

This description was prepared for the City of Kendallville Board of Public Works by DLZ Indiana, LLC and certified by Clayton J. Hogston, Indiana Registered Land Surveyor, License No. 20200049, on the 21st day of October, 2008.

This description was written from information obtained from the recorder's office and other sources which were not necessarily checked by a field survey.



A handwritten signature in black ink, appearing to read "Clayton J. Hogston", written over a horizontal dashed line.