

250900523
TONYA JONES
NOBLE CO, IN - RECORDER
RECORDED AS PRESENTED
09/24/2025 02:19 PM
REC FEE: 0.00 PGS: 10



ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THIS ACCESS EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of the 8 day of August, 2025 ("Effective Date"), by and between **Valerie and Charles Lake** (the "Grantor"), and any and all future property owners of Lot #2 ("Lot #2"), and Lot #3 ("Lot #3") of the plat commonly referred to as 10864 E. 450 S., LaOtto, Indiana 46763, Parcel I.D. 57-21-26-200-035.000-017, under the following circumstances:

RECITALS:

- A. The Grantor is the owner of a certain property, located in Noble County, Indiana, and commonly referred to as 10864 E. 450 S., LaOtto, Indiana 46763, and generally described in Exhibit "A" attached hereto and incorporated herein by reference (the "Grantor Real Estate").
- B. The Grantor Real Estate shall be divided into certain Lots as further described in Exhibit "B", for future property owners to purchase from the Grantor.
- C. As of the date of the execution of this Agreement, there are no individual owners of Lot #2 and Lot #3, except for the Grantor. As previously mentioned herein, Grantor may sell Lot #2 and Lot #3 to a third party for purchase, and for the sole purposes of residing on said Lot #2 and Lot #3.
- C. Grantor, the future owner of Lot #2, and the future owner of Lot #3, are entering into this Agreement to provide access to the future owner of Lot #2, and the future owner of Lot #3, over, upon and across a portion of the Grantor Real Estate, for the term and upon the conditions contained herein.

AGREEMENT:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. **Grant of Easement.** Subject to the terms of this Agreement, the Grantor has authorized the future owner of Lot #2 and the future owner of Lot #3 to execute the following easement on its behalf. Grantor, as owner of the Grantor Real Estate, hereby grants, transfers and conveys to Grantee, as owner of the Grantee Real Estate, a perpetual, non-exclusive easement over, upon, and across a certain portion of the Grantor Real Estate, in the area of the existing driveway located on the Grantor Real Estate as generally depicted in Exhibit "C" attached hereto (the "Access Easement").

2. **Scope of Easement.** The easement granted by Grantor pursuant to Paragraph 1 above shall be for use by, and for the benefit of, the future owner of Lot #2 and the future owner of Lot #3's visitors, contractors, guests, permittees, invitees, licensees, vendors, agents, successors, and assigns. Said easement and all rights in and to such easement are granted, declared, and created for the purpose of providing continuous and uninterrupted access, ingress, and egress by vehicular and pedestrian traffic to and from Lot #2 and Lot #3 through the Access Easement from and to Lot #2 and Lot #3 to the road commonly referred to as County Road 450 South. Notwithstanding anything to the contrary herein, the Access Easement granted under this Agreement shall automatically terminate if the future owner of Lot #2 and future owner of Lot #3 removes the driveway within the Access Easement pursuant to Section 13 hereof. Otherwise, the easement herein granted shall not terminate or otherwise expire or be extinguished except as agreed to in a written and recorded instrument executed by each of the parties hereto, or their respective successors or assigns. Accordingly, this Access Easement, shall run with the land, and each and every property owner unless the Access Easement has been terminated as previously mentioned herein.

3. **Maintenance.** Lot #2 and Lot #3, at the future owner of Lot #2 and Lot #3's sole cost, maintain, service, repair, and replace any roadways, driveways, entrances and exits, and landscaping within the area of the Access Easement (the "Improvements"). Such maintenance and repair responsibilities include, but shall not be limited to, removing, to the extent reasonably practicable, all snow and ice, maintaining all landscaped areas, and maintaining driving surfaces in a level, smooth and evenly covered condition in the type of surfacing material present on the Effective Date or of a material that is similar in quality, use, and durability. Accordingly, the Improvements shall run with the land, and each and every property owner unless the Access Easement has been terminated as previously mentioned herein.

4. **Interference with Easement.** Grantor agrees not to interfere with, or otherwise hinder, the purposes and use of the Access Easement as contemplated in this Agreement.

5. **Indemnity.** Each party ("Indemnifying Party") does hereby agree to indemnify and hold the other party, their successors and assigns (collectively, "Indemnified Party") harmless against any liability for damage or damages to the improvements within the Access Easement constructed, installed, and maintained by the parties which are occasioned by the use of the Access Easement, by the Indemnifying Party or its agents, contractors, employees, licensees and invitees excepting only any damages caused solely by the negligent or intentional misconduct of the Indemnified Party.

6. **Remedies.** In addition to any remedies that may be available at law, temporary, preliminary and permanent injunctive relief may be granted to enforce any provision of this Agreement, without the necessity of proof of actual damage, in the event of an actual breach or violation, or a threatened breach or violation, of any restriction or covenant under this Agreement. Such remedies shall be cumulative and non-exclusive and shall be afforded to any owner of the Access Easement. In the event of litigation, the non-prevailing party shall assume and be responsible for the fees, costs and expenses incurred by the prevailing party including, but not limited to, reasonable attorney fees and court costs. The term "prevailing party" shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason

of the other's breach or default and obtains substantially the relief sought, whether by compromise, settlement, or judgment.

7. **Notices.** Unless otherwise specifically provided in this Agreement, all notices or demands given to any party hereto shall be in writing, and shall be (i) personally delivered; (ii) delivered by overnight commercial carrier, or (iii) sent by certified mail, return receipt requested, postage prepaid, and shall be deemed effective upon the earlier of (a) if personally delivered, the date of delivery, (b) if delivered by overnight commercial carrier, on business day of delivery of such notice, as shown on the sender's delivery receipt from such carrier, or (c) if mailed, three (3) days following mailing date, as shown on the sender's certification receipt. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given shall be deemed to constitute receipt of the notice. The addresses for notices are as follows:

To Grantor:	Valerie Lake 10864 E. 450 S. LaOtto, IN 46763
	Charles Lake 10864 E. 450 S. LaOtto, IN 46763

To Lot #2: To Be Determined.

To Lot #3: To Be Determined.

The foregoing addresses for notice may be changed by written notice in the manner specified above.

8. **Successors and Assigns.** This Agreement shall be binding on each party's respective representatives, successors and assigns and shall run with the land and be part of any and all conveyances of the Access Easement.

9. **Last Deeds of Record.** Grantor is the sole owner of the Grantor Real Estate. The most recent deed of record for the Grantee Real Estate is recorded at Document Number 240200014 in the Office of the Recorder of Noble County, Indiana.

10. **Waiver.** Waiver by either party of any one default will not be deemed to be a waiver of any other default under this Agreement. Any remedy or election under this Agreement will not be deemed exclusive, but instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

11. **Severability.** Invalidity or unenforceability of any covenant, condition, term or provision in this Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision in this Agreement.

12. **Applicable Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Indiana.

13. **Lot #2 and Lot #3's Driveway.** Following the Effective Date of this Agreement, the future owner of Lot #2 and the future owner of Lot #3 shall continue to utilize the driveway located on Lot #2 and Lot #3 of the respective lots for the sole purpose to obtain ingress and egress to and from the Lot # 2 and Lot #3 and the road and/or highway commonly referred to as E. 450 S.

14. **Counterpart Execution.** This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior agreements, communications and negotiations between the parties, either verbal or written, are hereby merged into this Agreement. This Agreement may be terminated, modified, or amended only by a writing signed by all of the then-current owners of the Grantor Real Estate and the future owners of Lot #2 and Lot #3, and no agreement or consent of any other persons shall be necessary for such termination, modification, or amendment.

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[SIGNATURE PAGES TO FOLLOW]

EXHIBIT "A"

TAX DESCRIPTION OF GRANTOR REAL ESTATE

Part of the Southeast Quarter of Section 26, together with part of the Southwest Quarter of Section 25, all being in Township 33 North, Range 11 East, Noble County, Indiana (This description prepared by Ryan D. Pepler, LS22300014, as part of retracement survey Plat of **LAKE FAMILY PROPERTY** completed by J.K. Walker and Associates, P.C., dated March 17, 2025), being more particularly described as follows, to wit:

BEGINNING at a Harrison marker found at the Northeast corner of the Southeast Quarter of said Section 26, said Harrison marker also being at the Northwest corner of the Southwest Quarter of said Section 25; thence $N89^{\circ}-33'-39''W$ (deed bearing and used as the basis of bearings for this description) (recorded $N89^{\circ}-08'-03''E$), on and along the North line of the Southwest Quarter of said Section 25, being within the right-of-way of County Road 450 South, a distance of 1049.43 feet to a Westerly corner of a certain 0.791 acre tract of land as recorded in Document Number 230800266 in the records of Noble County, Indiana; thence $S56^{\circ}-33'-08''W$ (recorded $S56^{\circ}-07'-32''W$), on and along a Westerly line of said 0.791 acre tract of land, a distance of 47.20 feet to a concrete right-of-way marker found at a Westerly corner of said 0.791 acre tract of land; thence $N89^{\circ}-45'-28''W$ (recorded $S89^{\circ}-48'-56''W$), on and along a Westerly line of said 0.791 acre tract of land, a distance of 36.06 feet to a concrete right-of-way marker found at a Westerly corner of said 0.791 acre tract of land; thence $S56^{\circ}-33'-08''W$ (recorded $S56^{\circ}-07'-32''W$), on and along a Westerly line of said 0.791 acre tract of land, a distance of 40.00 feet to a concrete right-of-way marker found at a Westerly corner of said 0.791 acre tract of land; thence $S07^{\circ}-09'-13''W$ (recorded $S06^{\circ}-43'-37''W$), on and along a Westerly line of said 0.791 acre tract of land, a distance of 46.10 feet to a concrete right-of-way marker found at a Westerly corner of said 0.791 acre tract of land; thence $S56^{\circ}-33'-08''W$ (recorded $S56^{\circ}-07'-32''W$), on and along a Westerly line of said 0.791 acre tract of land, a distance of 200.00 feet to a concrete right-of-way marker found at a Westerly corner of said 0.791 acre tract of land; thence $S33^{\circ}-26'-52''E$ (recorded $S33^{\circ}-52'-28''E$), on and along a Westerly line of said 0.791 acre tract of land, a distance of 90.00 feet to a concrete right-of-way marker found at a Westerly corner of said 0.791 acre tract of land, said concrete right-of-way marker also being on the Southeasterly right-of-way line of State Road Number 205; thence $S56^{\circ}-34'-17''W$ (recorded $S56^{\circ}-33'-08''W$), on and along said Southeasterly right-of-way line, a distance of 963.88 feet to the point of intersection with the West line of the Southwest Quarter of said Section 25, said point also being on the East line of the Southeast Quarter of said Section 26; thence $S56^{\circ}-45'-41''W$ (recorded $S56^{\circ}-33'-08''W$), on and along said

Southeasterly right-of-way line, a distance of 1069.22 feet to the point of intersection with the centerline of County Road 1075 East; thence N39°-16'-12"W (recorded N39°-24'-28"W), on and along said centerline, a distance of 955.33 feet (recorded 960.80 feet), to a Mag nail at the Southwest corner of a certain 2.380 acre tract of land as recorded in Document Number 980600093 in said records; thence N88°-55'-01"E (recorded N89°-03'-21"E), on and along the South line of said 2.380 acre tract of land, a distance of 234.00 feet (recorded 234.70 feet), to a rail iron post found at the Southeast corner of said 2.380 acre tract of land; thence N00°-53'-43"W (recorded N00°-50'-35"W), on and along the East line of said 2.380 acre tract of land and on and along the East line of a certain 2.010 acre tract of land as recorded in Document Number 090600378 in said records, a distance of 622.19 feet (recorded 623.90 feet), to a Mag nail found at the Northeast corner of said 2.010 acre tract of land, said Mag nail also being on the South line of a certain tract of land as recorded in Document Number 990300907 in said records; thence N89°-00'-24"E (recorded N89°-04'-23"E), on and along said South line, being within the right-of-way of County Road 450 South, a distance of 855.90 feet (recorded 856.21 feet), to a Mag nail at the Northwest corner of a certain 2.83 acre tract of land as recorded in Deed Record 224 page 218 in said records, said Mag nail also being situated S89°-00'-24"W, a distance of 405.90 feet from a Harrison marker found at the Northeast corner of the Southeast Quarter of said Section 26; thence S18°-23'-28"E (recorded S18°-22'-22"E), on and along the West line of said 2.83 acre tract of land, a distance of 378.29 feet (recorded 378.57 feet and recorded 379.0 feet), to an iron pin found at the Southwest corner of said 2.83 acre tract of land; thence N84°-50'-40"E (recorded N84°-52'-29"E), on and along the South line of said 2.83 acre tract of land, a distance of 293.24 feet (recorded 293.06 feet and recorded 294.8 feet), to the Southeast corner of said 2.83 acre tract of land, said corner also being on the East line of the Southeast Quarter of said Section 26, said corner further being on the West line of the Southwest Quarter of said Section 25, said corner also further being situated 1.3 feet West of an iron pin found; thence N00°-56'-21"W (recorded N00°-54'-19"W), on and along said East line, also being on and along said West line, a distance of 339.70 feet to the point of beginning, containing **40.40 acres** of land, more or less, subject to legal right-of-way for County Road 450 South, State Road Number 205 and County Road 1075 East, subject to all legal drain easements and all other easements of record.

EXHIBIT "B"

THE LAKE FAMILY PLAT

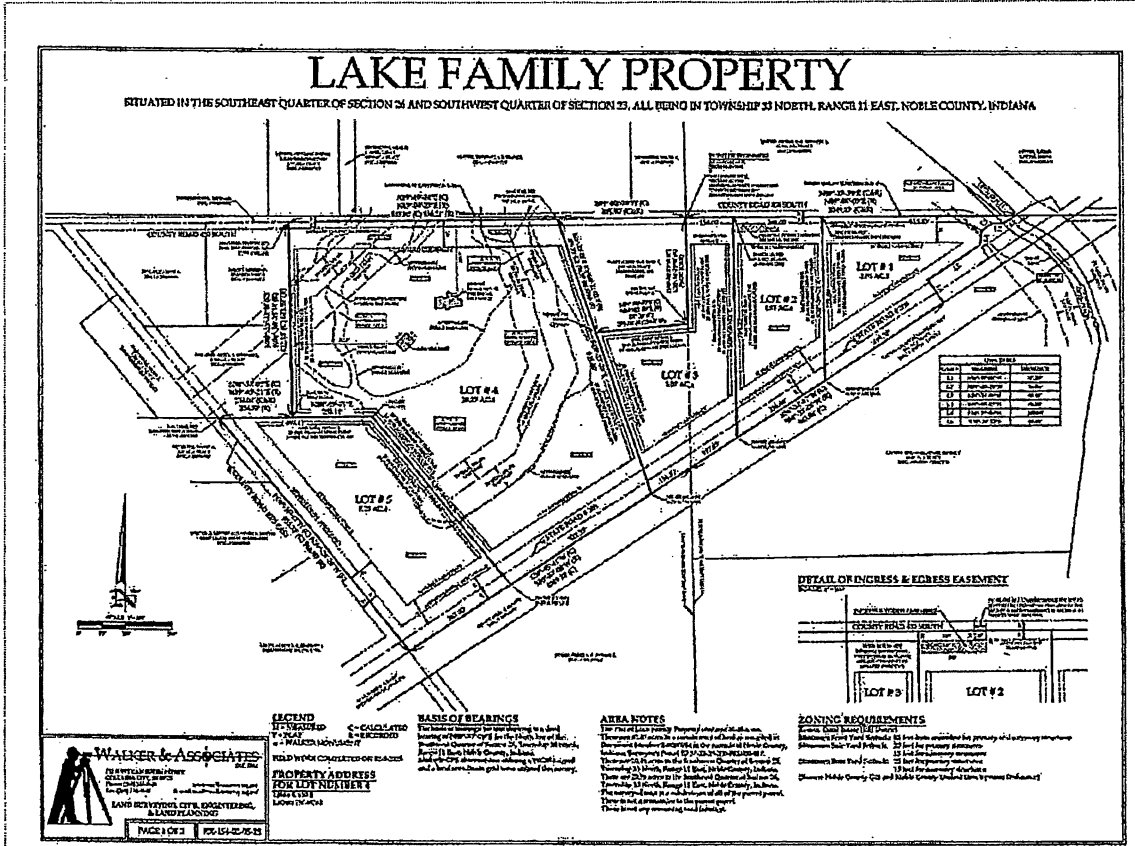
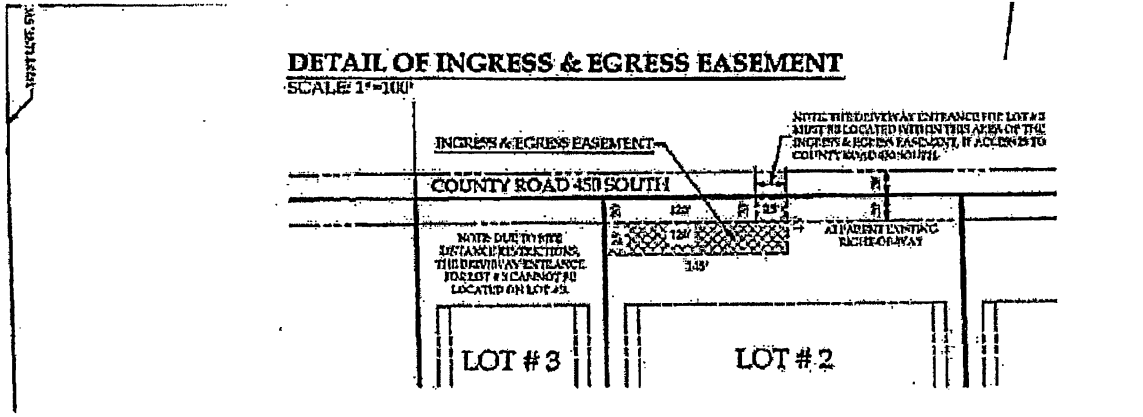


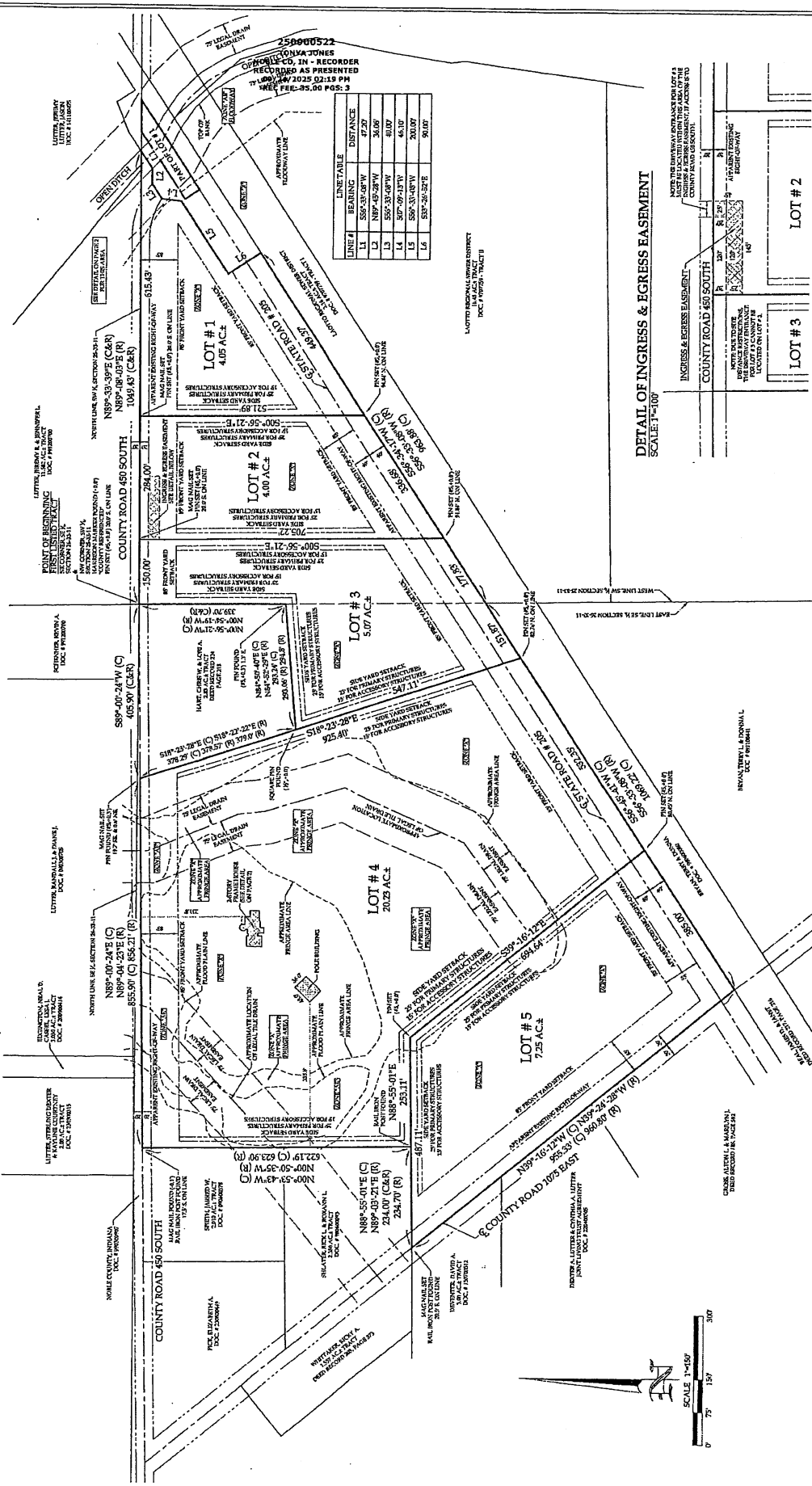
EXHIBIT "C"

DEPICTION OF ACCESS EASEMENT

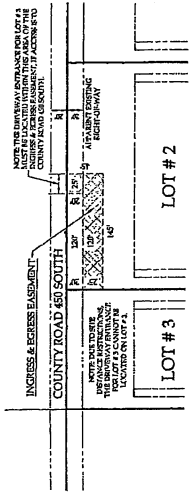


LAKE FAMILY PROPERTY

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 26 AND SOUTHWEST QUARTER OF SECTION 25, ALL BEING IN TOWNSHIP 33 NORTH, RANGE 11 EAST, NOBLE COUNTY, INDIANA



DETAIL OF INGRESS & EGRESS EASEMENT
SCALE: 1\"=40'



ZONING REQUIREMENTS

Zoned: Rural Estate (RE) District
Minimum Front Yard Setback: 85 feet from centerline for primary and accessory structures
Minimum Side Yard Setback: 25 feet for primary structures
Minimum Rear Yard Setback: 25 feet for primary structures
25 feet for accessory structures
(Source: Noble County GIS and Noble County Unified Development Ordinance)

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TONYA JONES
NOBLE COUNTY
RECORDED AS PRESENTED
REC.FEE: \$5.00 PAGE: 3

AREA NOTES

The Plat of Lake Family Property contains 40.60 acres. There are 0.60 acres in a certain tract of land as recorded in Document Number 240000104 in the records of Noble County, Indiana, Surveyors Parcel ID 57-21-36-200-05-000-017. Township 33 North, Range 11 East, Noble County, Indiana. There are 29.98 acres in the Southeast Quarter of Section 26, Township 33 North, Range 11 East, Noble County, Indiana. The surveyed tract is a subdivision of all of the parent parcel. There is not a remainder to the parent parcel. There is not any remaining road frontage.

BASIS OF BEARINGS

The basis of bearings for this drawing is a deed bearing of N89°43'39\"E for the North line of the Southwest Quarter of Section 26, Township 33 North, Range 11 East, Noble County, Indiana. Multiple GPS observations utilizing a WGS84 signal and a local coordinate grid were utilized for this survey.

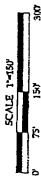
LEGEND

C = CALCULATED
R = RECORDED
P = PLAT
W = WALKER MONUMENT

FIELD WORK COMPLETED ON 02-5-2025
PROPERTY ADDRESS
FOR LOT NUMBER 4
10864 E 450 S
LACRO IN 46765

NOTES ON LOT NUMBER 1

Lot Number 1 is split into Two (2) tracts, due to a UTM area tract of land to the State of Indiana as recorded in Document Number 385 in the records of Noble County, Indiana. There are 3.85 acres in the records of Noble County, Indiana, Lot Number 1, and 0.29 acres in the smaller tracts of Lot Number 1.

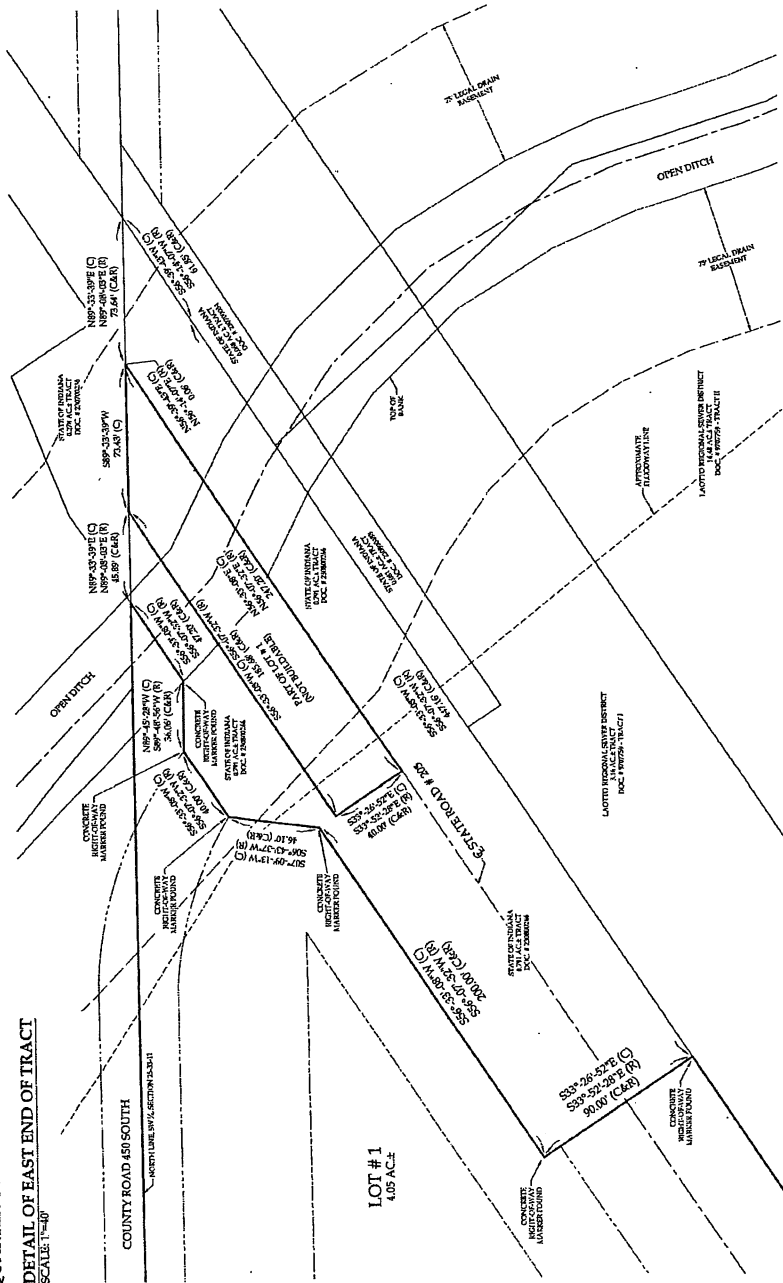


WALKER & ASSOCIATES
EST. 1984
www.walkerandassociates.com
113 WEST VAN BUREN STREET
COLUMBIA CITY, IN 46725
Phone: (850) 744-0660 Email: noble@walkerandassociates.com
Fax: (850) 744-4660
LAND SURVEYING, CIVIL ENGINEERING,
& LAND PLANNING

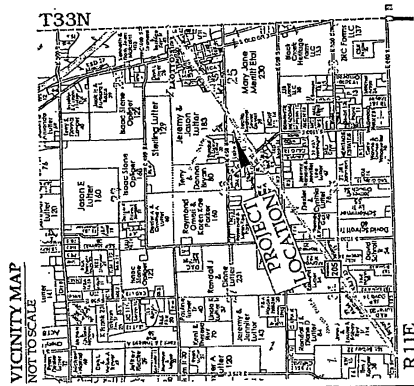
LAKE FAMILY PROPERTY

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 26 AND SOUTHWEST QUARTER OF SECTION 25, ALL BEING IN TOWNSHIP 33 NORTH, RANGE 11 EAST, NOBLE COUNTY, INDIANA

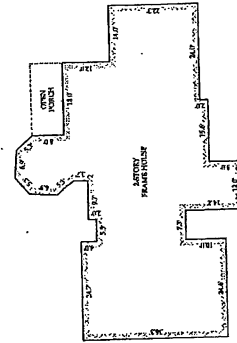
DETAIL OF EAST END OF TRACT
SCALE: 1"=40'



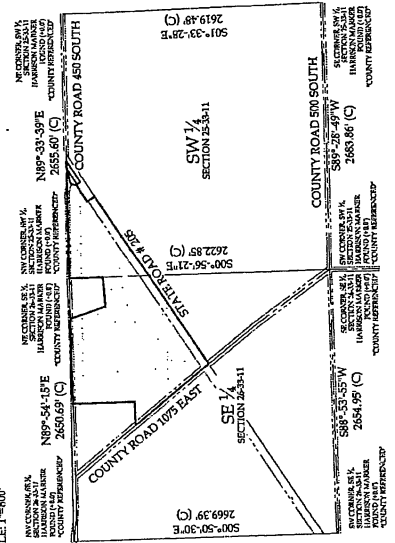
LOT # 1
4.05 AC±



DETAIL OF HOUSE
SCALE: 1"=20'



DETAIL OF SECTIONS 25 AND 26
SCALE: 1"=800'



250900522
TONYA DORR BENDER
MEASUREMENTS PRESENTED
RECORDED AS PRESENTED
BY 17418-15-00 PGS. 3
REC-167-15-00 PGS. 3

WALKER & ASSOCIATES
112 WEST VAN BUREN STREET
COLUMBIA CITY, IN 47525
Phone: (317) 444-4400
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Email: mail@walkerandassociates.com

LAND SURVEYING, CIVIL ENGINEERING,
& LAND PLANNING

PAGE 2 OF 3 RX-154-02-05-25



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Tx:40032371

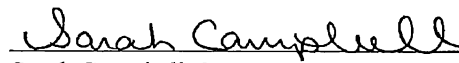
250600334
TONYA JONES
NOBLE CO, IN - RECORDER
RECORDED AS PRESENTED
06/19/2025 09:33 AM
REC FEE: 0.00 PGS: 6

CERTIFICATION

The Undersigned, Sarah Campbell, hereby certifies that she is duly qualified and acting Deputy Planner and Secretary to the Plan Commission of Noble County, State of Indiana, and that attached hereto is a sure, true, and correct copy of the Resolution Number 25-13 duly adopted by said Noble County Plan Commission at a duly constituted meeting thereof on the 18th day of June 2025, at which meeting a quorum, of the membership was present. The original of said Resolution Number 25-13 is filed with the official records of said Noble County Plan Commission, which is in the care and custody of the undersigned Deputy Planner thereof.

Date this 19th day of June 2025
Plan Commission of the County of Noble
State of Indiana.

Attest:



Sarah Campbell, Secretary
Secretary to the Plan Commission

RESOLUTION NUMBER 25-13

WHEREAS, THE NOBLE COUNTY PLAN COMMISSION has reported that it held a public hearing for a petition to rezone from **Production Ag (A1)** to **Rural Estate (RE)** on June 18th, 2025, after timely notification of the hearing was given by publication on the 4th day of June, 2025, as required by IC 36-7-4-604, for:

DESCRIPTION

Part of the Southeast Quarter of Section 26, together with part of the Southwest Quarter of Section 25, all being in Township 33 North, Range 11 East, Noble County, Indiana (This description prepared by Ryan D. Pepler, LS22300014, as part of retracement survey Plat of **LAKE FAMILY PROPERTY** completed by J.K. Walker and Associates, P.C., dated March 17, 2025), being more particularly described as follows, to wit:

BEGINNING at a Harrison marker found at the Northeast corner of the Southeast Quarter of said Section 26, said Harrison marker also being at the Northwest corner of the Southwest Quarter of said Section 25; thence N89°-33'-39"W (deed bearing and used as the basis of bearings for this description) (recorded N89°-08'-03"E), on and along the North line of the Southwest Quarter of said Section 25, being within the right-of-way of County Road 450 South, a distance of 1049.43 feet to a Westerly corner of a certain 0.791 acre tract of land as recorded in Document Number 230800266 in the records of Noble County, Indiana; thence S56°-33'-08"W (recorded S56°-07'-32"W), on and along a Westerly line of said 0.791 acre tract of land, a distance of 47.20 feet to a concrete right-of-way marker found at a Westerly corner of said 0.791 acre tract of land; thence N89°-45'-28"W (recorded S89°-48'-56"W), on and along a Westerly line of said 0.791 acre tract of land, a distance of 36.06 feet to a concrete right-of-way marker found at a Westerly corner of said 0.791 acre tract of land; thence S56°-33'-08"W (recorded S56°-07'-32"W), on and along a Westerly line of said 0.791 acre tract of land, a distance of 40.00 feet to a concrete right-of-way marker found at a Westerly corner of said 0.791 acre tract of land; thence S07°-09'-13"W (recorded S06°-43'-37"W), on and along a Westerly line of said 0.791 acre tract of land, a distance of 46.10 feet to a concrete right-of-way marker found at a Westerly corner of said 0.791 acre tract of land; thence S56°-33'-08"W (recorded S56°-07'-32"W), on and along a Westerly line of said 0.791 acre tract of land, a distance of 200.00 feet to a concrete right-of-way marker found at a Westerly corner of said 0.791 acre tract of land; thence S33°-26'-52"E (recorded S33°-52'-28"E), on and along a Westerly line of said 0.791 acre tract of land, a distance of 90.00 feet to a concrete right-of-way marker found at a Westerly corner of said 0.791 acre tract of land, said concrete right-of-way marker also being on the Southeasterly right-of-way line of State Road Number 205; thence S56°-34'-17"W (recorded S56°-33'-08"W), on and along said Southeasterly right-of-way line, a distance of 963.88 feet to the point of intersection with the West line of the Southwest Quarter of said Section 25, said point also being on the East line of the Southeast Quarter of said Section 26; thence S56°-45'-41"W (recorded S56°-33'-08"W), on and along said Southeasterly right-of-way line, a distance of 1069.22 feet to the point of intersection with the centerline of County Road 1075 East; thence N39°-16'-12"W (recorded N39°-24'-28"W), on and along said centerline, a distance of 955.33 feet (recorded 960.80 feet), to a Mag nail at the Southwest corner of a certain 2.380 acre tract of land as recorded in Document Number 980600093 in said records; thence N88°-55'-01"E (recorded N89°-03'-21"E), on and along the South line of said 2.380 acre tract of land, a distance of 234.00 feet (recorded 234.70 feet), to a rail iron post found at the Southeast corner of said 2.380 acre tract of land; thence N00°-53'-43"W (recorded N00°-50'-35"W), on and along the East line of

said 2.380 acre tract of land and on and along the East line of a certain 2.010 acre tract of land as recorded in Document Number 090600378 in said records, a distance of 622.19 feet (recorded 623.90 feet), to a Mag nail found at the Northeast corner of said 2.010 acre tract of land, said Mag nail also being on the South line of a certain tract of land as recorded in Document Number 990300907 in said records; thence N89°-00'-24"E (recorded N89°-04'-23"E), on and along said South line, being within the right-of-way of County Road 450 South, a distance of 855.90 feet (recorded 856.21 feet), to a Mag nail at the Northwest corner of a certain 2.83 acre tract of land as recorded in Deed Record 224 page 218 in said records, said Mag nail also being situated S89°-00'-24"W, a distance of 405.90 feet from a Harrison marker found at the Northeast corner of the Southeast Quarter of said Section 26; thence S18°-23'-28"E (recorded S18°-22'-22"E), on and along the West line of said 2.83 acre tract of land, a distance of 378.29 feet (recorded 378.57 feet and recorded 379.0 feet), to an iron pin found at the Southwest corner of said 2.83 acre tract of land; thence N84°-50'-40"E (recorded N84°-52'-29"E), on and along the South line of said 2.83 acre tract of land, a distance of 293.24 feet (recorded 293.06 feet and recorded 294.8 feet), to the Southeast corner of said 2.83 acre tract of land, said corner also being on the East line of the Southeast Quarter of said Section 26, said corner further being on the West line of the Southwest Quarter of said Section 25, said corner also further being situated 1.3 feet West of an iron pin found; thence N00°-56'-21"W (recorded N00°-54'-19"W), on and along said East line, also being on and along said West line, a distance of 339.70 feet to the point of beginning, containing **40.40 acres** of land, more or less, subject to legal right-of-way for County Road 450 South, State Road Number 205 and County Road 1075 East, subject to all legal drain easements and all other easements of record.

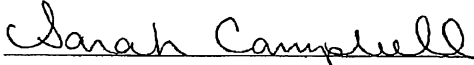
NOW THEREFORE, BE IT RESOLVED, the Noble County Plan Commission reports that it paid reasonable regard to the following factors enumerated in Unified Development Ordinance 9.22, based on the submitted site plan (see attached) and petition:

1. The Noble County Comprehensive Plan;
2. The current conditions and the character of current structures and uses in each district;
3. The most desirable use for which the land in each district is adapted;
4. The conservation of property values throughout the jurisdiction; and
5. Reasonable development and growth.

and determined that a **favorable** recommendation, based on the Findings of Facts by a 7-0 vote, be made to the legislative body of Noble County. (See attached member findings of fact)

BE IT FURTHER RESOLVED, that the Zoning Administrator is hereby directed to present a copy of this Resolution Number #25-13 to the Board of Commissioners of the County of Noble, State of Indiana. (See Attached)

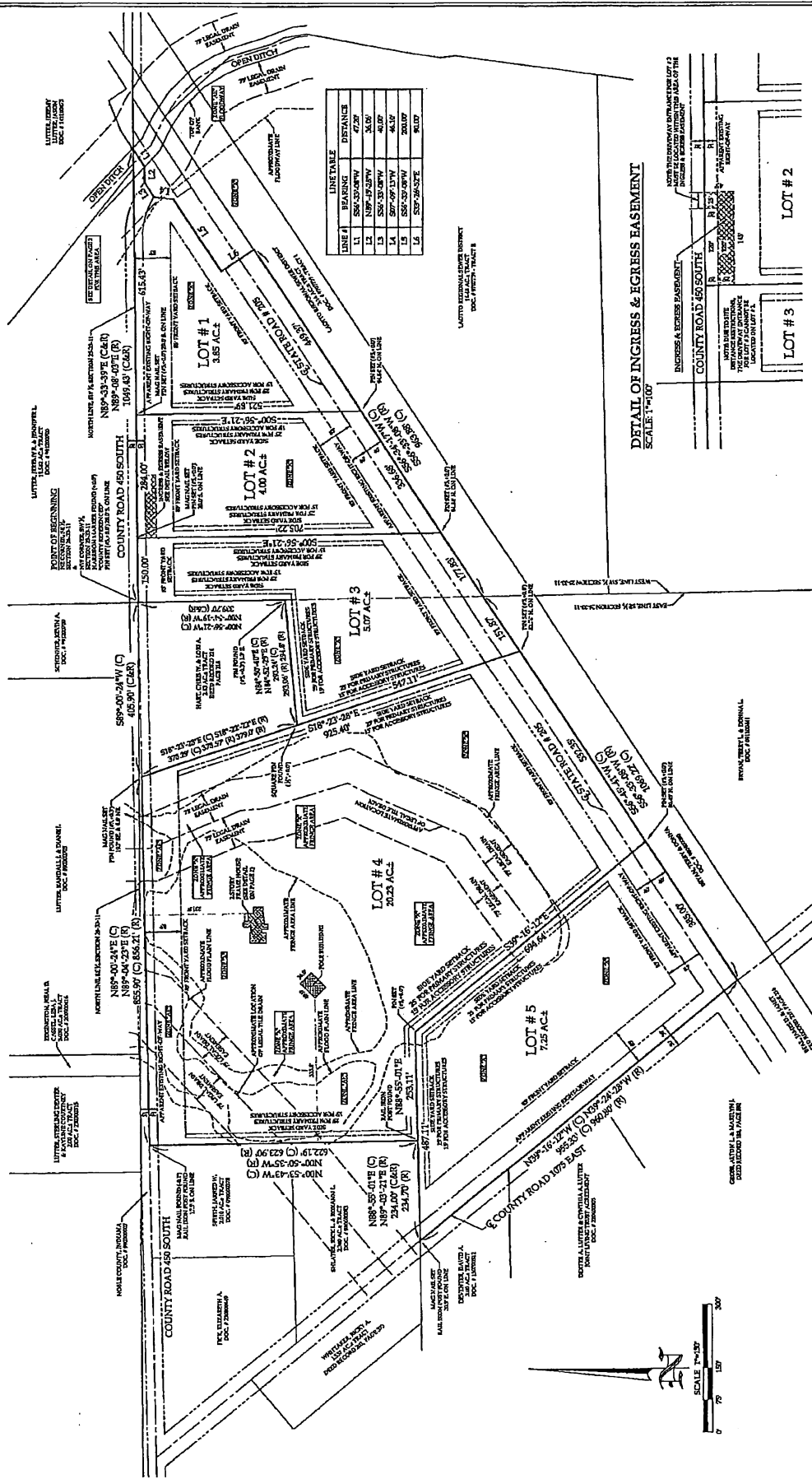
CERTIFIED AND SIGNED this 19th day of June, 2025.


Sarah Campbell, Secretary to the Plan Commission


Teresa Tackett, Zoning Administrator

LAKE FAMILY PROPERTY (PRELIMINARY)

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 26 AND SOUTHWEST QUARTER OF SECTION 25, ALL BEING IN TOWNSHIP 33 NORTH, RANGE 11 EAST, NOBLE COUNTY, INDIANA



ZONING REQUIREMENTS

Zoned: Production Agricultural (A3) District
 Minimum Front Yard Setback: 85 feet from centerline for primary and accessory structures
 Minimum Side Yard Setback: 25 feet for primary structures
 Minimum Rear Yard Setback: 25 feet for primary structures
 Minimum Rear Yard Setback: 15 feet for accessory structures
 (Source: Noble County GIS and Noble County Unified Development Ordinance)

AREA NOTES

The Plat of Lake Family Property contains 40.40 acres. There are 40.40 acres in a certain tract of land as recorded in Document Number 210200914 in the records of Noble County, Indiana, Surveyor's Parcel ID 57-21-26-200-005-000-017. There are 10.84 acres in this tract shown in Section 25, Township 33 North, Range 11 East, Noble County, Indiana. There are 29.56 acres in the Southeast Quarter of Section 26, Township 33 North, Range 11 East, Noble County, Indiana. The surveyed tract is a subdivision of all of the parent parcel. There is not any remaining road frontage.

BASIS OF BEARINGS

The basis of bearings for this drawing is a deed bearing of N89°-53'-39\" for the North line of the Southeast Quarter of Section 25, Township 33 North, Range 11 East, Noble County, Indiana. Multiple GPS observations utilizing a WGS84 signal and a local coordinate grid were utilized in this survey.

LEGEND

C = CALCULATED
 R = RECORDED
 P = PLAT
 M = WALKER MONUMENT
 FIELD WORK COMPLETED ON 05-2-2025

PROPERTY ADDRESS

113 WEST VAN BUREN STREET
 COLUMBIA CITY, IN 46725
 Phone: (317) 444-4400
 Fax: (317) 444-4400
 Email: info@walkerandassociates.com
 Website: www.walkerandassociates.com

WALKER & ASSOCIATES EST. 1906
 113 WEST VAN BUREN STREET
 COLUMBIA CITY, IN 46725
 Phone: (317) 444-4400
 Fax: (317) 444-4400
 Email: info@walkerandassociates.com
 Website: www.walkerandassociates.com

LAND SURVEYING, CIVIL ENGINEERING,
 & LAND PLANNING



**NOBLE
COUNTY
PLAN COMMISSION**

109 North York Street
Albion, Indiana 46701
Email: planning@nobleco.gov
Phone: (260) 636-7217

Zoning Map Amendment Certification

Applicant: Valerie & Charles M Lake Rezone #: 599

Location: Section 26 of Swan Township, quadrant 200, parcel 035

Address: 10864 E 450 S LaOtto, IN 46763

Current District: A1 Proposed District: RE

The Noble County Plan Commission, having conducted a public hearing for the petition as described above and considering the following factors, does now certify the following amendment to the Zoning Map for Noble County.

Motion for a Favorable / Unfavorable / No Recommendation based on reasonable regard to each of the findings:

1. The Noble County Comprehensive Plan

	Randy Sexton	Dr. Sarah Ragan	Anita Hess	Ann Kline	Mary Wysong	Pattie Gatman	Glen Lemon	Tom Griffiths	Jeff Cunningham
Agree	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disagree	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. Current conditions and the character of the current structures and uses in each district

	Randy Sexton	Dr. Sarah Ragan	Anita Hess	Ann Kline	Mary Wysong	Pattie Gatman	Glen Lemon	Tom Griffiths	Jeff Cunningham
Agree	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disagree	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3. The most desirable use for which the land in each district is adapted

	Randy Sexton	Dr. Sarah Ragan	Anita Hess	Ann Kline	Mary Wysong	Pattie Gatman	Glen Lemon	Tom Griffiths	Jeff Cunningham
Agree	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disagree	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4. The conservation of property values throughout the jurisdiction

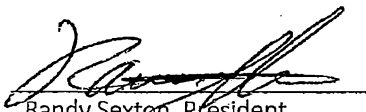
	Randy Sexton	Dr. Sarah Ragan	Anita Hess	Ann Kline	Mary Wysong	Pattie Gatman	Glen Lemon	Tom Griffiths	Jeff Cunningham
Agree	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disagree	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Responsible development and growth

	Randy Sexton	Dr. Sarah Ragan	Anita Hess	Ann Kline	Mary Wysong	Pattie Gatman	Glen Lemon	Tom Griffiths	Jeff Cunningham
Agree	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disagree	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

These findings are being made upon the following conditions (if any):

Based on the findings made by the Commission as described above, the Plan Commission does now find a Favorable recommend this petition on this Date: 6/18/2025.

By: 
Randy Sexton, President

Attest: 
Sarah Campbell, Secretary



DocId:20008023

Tx:40017315

230500149
TONYA JONES
NOBLE CO, IN - RECORDER
RECORDED AS PRESENTED
05/08/2023 02:53 PM
REC FEE: 25.00 PGS: 2

NOBLE COUNTY DRAINAGE BOARD



2090 N. St. Rd. 9, Ste. B
Albion, IN 46701
Phone: (260) 636-2131
Fax: (260) 636-3512

Variance No. 880

REQUEST FOR VARIANCE

I/We, MELISSA TEAGUE OSP ENGINEER and BRIGHTSPEED OF INDIANA at 1728 CHURCHMAN AVE, INDIANAPOLIS, IN 46203, do hereby request a variance of the statutory right-of-way of 75' from the legal drain known as the BILGER DITCH #380/BILGER SYSTEM. It is our/my intention to encroach said right-of-way no closer than N/A feet from the top of bank or center line of said drain with a:

- Driveway
- Utilities:
 - Electric (overhead, underground)
 - Telephone (overhead, underground)
 - Cable television (overhead, underground)
- Home
- Culvert
- Bridge
- Foot bridge
- Outbuilding type: _____
- Other structure: _____
- Other: _____

on the above mentioned drain in the P.M. SYSTEM on the following described real estate:

Township:	Range:	Section:	Quadrant:	Parcel Number:	Acreage:
33	11	26	200	035	41.470

Legal Description: NE PT SE4 SEC 26 NW COR SW 4 SEC 25

I, We, further agree that, in the event this variance is granted, we will: 1) pay any additional cost incurred as a result of this variance in the event that said BILGER DITCH #380/BILGER SYSTEM regulated drain is ever maintained or reconstructed, and 2) will reimburse Noble County or its assigns for any damages or liability arising out of the granting of this variance. In consideration of the Noble County Drainage Board granting MELISSA TEAGUE OSP ENGINEER and BRIGHTSPEED OF INDIANA their request for a variance, MELISSA TEAGUE OSP ENGINEER and BRIGHTSPEED OF INDIANA and all of their heir's, successors in interest, and assigns, hereby forever releases, discharges, and holds harmless the Noble County Drainage Board and each of its members from any and all damages and liability of whatever kind and nature which may be caused to realty, personalty, and/or person which arises out of or is any way caused by or is otherwise traceable back to the granting of this variance; furthermore, MELISSA TEAGUE OSP ENGINEER and BRIGHTSPEED OF INDIANA agree to indemnify the Noble County Drainage Board and each of its members for any and all costs, liabilities, and damages, and all other expenses for which the Board may incur or be responsible to third parties as a result of granting this variance.

I/We, further agree to perform the following STANDARD CONDITIONS:

- 1.) Pay any additional expenses incurred by the Noble County Drainage Board, when said Board is performing maintenance in the area of the item requested by variance.
- 2.) Remove any sediment which enters said legal drain and repair any damages caused to said legal drain by granting of this variance.
- 3.) Replace, repair, reroute, or remove said item, which was requested by variance, if the Noble County Drainage Board performs any maintenance or reconstruction on said drain or if the Board determines that said item is causing damage or obstruction to said drain.

Request for Variance
MELISSA TEAGUE OSP ENGINEER and BRIGHTSPEED
Parcel #: 57-21-26-200-035.000-017

I/We, further agree to perform the following ADDITIONAL CONDITIONS:

- 1.) Any utilities that cross said drain(s) shall be located a minimum of five (5) feet below the bottom of the existing open ditch or the invert of the existing tile.

Signed: *Melissa Teague* _____
 MELISSA TEAGUE OSP ENGINEER BRIGHTSPEED OF INDIANA

Date: May 3, 2023 State of Indiana: NOBLE County, ss: _____

Before me, the undersigned, a Notary Public in and for said County this day of

May 3, 2023 (month/day/year)

came MELISSA TEAGUE OSP ENGINEER and BRIGHTSPEED OF INDIANA and acknowledged the execution of the forgoing instrument.



Witness my hand and official seal. *M. R. Kole*
 Notary Public

NOBLE COUNTY DRAINAGE BOARD CONSENT

The Noble County Drainage Board hereby consents and allows, MELISSA TEAGUE OSP ENGINEER and BRIGHTSPEED OF INDIANA ; or their assigns to encroach, with the conditions and restrictions stated above, to the: BILGER DITCH #380/BILGER SYSTEM on the above described real estate. This consent is conditioned on the promise by said landowner that in the event this variance is granted, said landowner agrees that the above conditions and restrictions are understood and adhered to.

Approved by the Noble County Drainage Board this 24 day of APRIL, 2023

Noble County Drainage Board

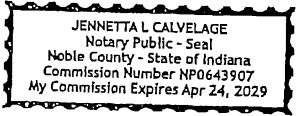
By: *Gary Leatherman*, Chairman
 GARY LEATHERMAN

Date: April 25, 2023 State of Indiana: NOBLE County, ss: _____

Before me, the undersigned, Witness in and for said County this day of

April 25, 2023 (month/day/year)

came GARY LEATHERMAN and acknowledged the execution of the forgoing instrument.



Jennetta Calvelage
 Notary Public

Prepared by: By: *Jennetta Calvelage*, Noble County Drainage Secretary
 JENNETTA CALVELAGE

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

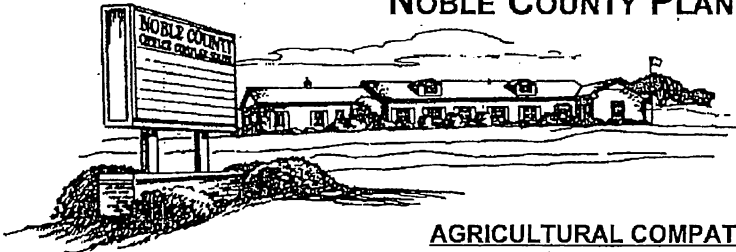


070700418

RECEIVED FOR RECORD
MICHELLE L. HAUNORTER
NOBLE COUNTY RECORDER
RECORDED ON
07/17/2007 02:35:05PM
REC FEE: \$11.00

PAGES: 1
2090 N. State Road 9, Suite A
Albion, Indiana 46701
Phone: (260) 636-7217
Fax: (260) 636-6957

NOBLE COUNTY PLAN COMMISSION



AGRICULTURAL COMPATIBILITY FORM

IMPROVEMENT LOCATION PERMIT NUMBER: 07-071 DATE: 6-18-7
OWNER: Valerie Lake + Jeffrey M. Faulstick
MAILING ADDRESS: 6034 Sawmill Dr Ft Wayne IN 46835
TOWNSHIP: Swan SECTION: 26 QUADRANT: 200 PARCEL #: 035
LEGAL DESCRIPTION: NE PT SE 4 Sec 26 NW Cor SW 4 Sec 25 41-470
(Acreage/Lot #)

STATEMENT OF PROPOSED USE: New Home

STATEMENT OF COMPATIBILITY: I have reviewed the Authorized Uses Table One of the Noble County Zoning Ordinance and understand what uses are permitted in Agricultural One and Agricultural Two Districts. My proposed use is compatible. WITHIN A TWO MILE RADIUS FROM MY PROPOSED USE IS livestock and crops.

The owner of the herein described real estate (the Real Estate), for himself, and for all future owners and occupants of said Real Estate, or any parcel or subdivision thereof, for and in consideration of the right to develop the Real Estate hereby:

First, acknowledges and agrees that the Real Estate is in or adjacent to an area zoned for agricultural uses, which include, but are not limited to, production of crops, animal husbandry, land application of animal waste, the raising, breeding, and sale of livestock and poultry, including confinement feeding operations, use of farm machinery, and sale of farm products;

Second, waives any and all objections to any such agricultural uses on any real estate zoned for such uses within two miles of any boundary of the Real Estate, whether such uses currently exist, are enlarged, or changed in use in the future to another agricultural use;

Third, agrees that such agricultural uses, whether currently existing, or hereafter established, enlarged, or changed, do not constitute a nuisance so long as they are not negligently maintained, do not cause bodily injury to third parties, or directly endanger human health; and

Fourth, agree that this covenant is for the benefit of the Noble County Plan Commission and all persons engaged in agricultural uses within two miles of any boundary of the Real Estate and is enforceable by any of the foregoing; together with such other covenants as may be required by this Chapter and/or the Subdivision Control Ordinance, which commitments and covenants shall be recorded by the owner with the Noble County Recorder prior to the recording of any subsequent deeds or the issuance of any improvement location permits; and if the development requires a special exception, subdivision approval, or other approvals or permits, approval of the development plan shall be conditioned upon the applicant obtaining all such other approvals and permits, including, but not limited to, improvement location permits. In addition to the provisions of this ordinance, applicants shall also comply with all applicable federal, state and other local laws, rules and regulations. However, when such other laws, rules and regulations are less restrictive than the terms of this ordinance, then the terms of this ordinance shall apply.

Valerie Lake + Jeffrey Faulstick Valerie Lake + Jeffrey Faulstick
Legal Property Owner (Print) Legal Property Owner (Signature)

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Valerie Lake + Jeffrey Faulstick
Legal Property Owner (Signature)

Prepared by:
Steve Kirkpatrick - Noble County Plan Director
2090 N. State Road 9 - Suite A - Albion IN 46701 - Telephone 260.636.7217 / Fax 260.636.6957

RIGHT OF WAY GRANT

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Noble County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the County of Noble to improve, hereby grant, bargain, warrant and convey to the County of Noble for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the County of Noble. The description from said plans of said right of way hereby granted is as follows:

Front on County Road No. 205 Project No. 632 Sec. 26 Str. No.
 Plans Dated

From Station to Station	Distance in feet is from center line as shown on the above designed plans to the new Right of Way line hereby granted.	
	Left Side of Center Line	Right Side of Center Line
1440 + 23 to 1451 + 11	40' feet	40' feet
to	feet	feet
This grant covering the east of fence along the above described R/W is given in conjunction with one dated June 25, 1940.		
to	feet	feet
to	feet	feet

The above and foregoing grant is made in consideration of payment of the sum of One hundred and five and 00/100 Dollars (\$105.00), which sum shall be paid to the order of Virgil Harter Laotto Indianá, R. F. D. (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.

No timber shall be cut or removed from said granted right of way except that which from time to time is designated by the County, through its authorized representatives. Whenever the County of Noble shall designate any timber to be removed from said right of way, the grantors shall promptly remove the same from said right of way and failing to do so for five days after being notified the County of Noble or its contractor may remove such timber from the right of way onto the adjoining lands of the grantors, or successor or if he or they object, may sell or destroy such timber.

It is further understood and agreed, that the Grantors herein will not in the future, build or construct any permanent buildings or structures of a permanent nature within 40 feet of the above described right of way line except fences of the ordinary farm type.

The undersigned Virgil Harter and Mary Alice Harter (Husband & Wife) 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 or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the County of Noble to pay them the amount herein stipulated.

Federal Land Bank of Louisville, Ky. (Mortgage)

no. 150 received 26 day of Feb. 1964 (Grantor) Virgil Harter (Grantor)
 (Grantor) Mary Alice Harter (Grantor)
 Catherine L. Chiles (Grantor) 26-33-11 (Grantor)

Dated Nov. 12 1941
 The above grant is hereby accepted.

Auditor

Copy of Auditor's Copy

Auditor's Office of Noble County

RIGHT OF WAY GRANT

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Noble County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the County of Noble to improve, hereby grant, bargain, warrant and convey to the County of Noble for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the County of Noble. The description from said plans of said right of way hereby granted is as follows:

Plans on County Road No. 205, Project No. _____ Sec. 26 Str. No. _____
Plans Dated 10-4-40

From Station to Station	Distance in feet is from center line as shown on the above designed plans to the new Right of Way line hereby granted.	
	Left Side of Center Line	Right Side of Center Line
1440 + 23 to 1451 + 11	40' feet	40' feet
to _____	_____ feet	_____ feet
to _____	_____ feet	_____ feet
to _____	_____ feet	_____ feet
to _____	_____ feet	_____ feet

The above and foregoing grant is made in consideration of payment of the sum of One Hundred Sixty and 100/100 Dollars (\$ 160.00), which sum shall be paid to the order of Virgil Harter and Federal Land Bank, Leato, Ind. Louisville, Ky. (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.

No timber shall be cut or removed from said granted right of way except that which from time to time is designated by Noble County, through its authorized representatives. Wherever the County of Noble shall designate any timber to be removed from said right of way, the grantors shall promptly remove the same from said right of way and failing to do so for five days after being notified the County of Noble or its contractor may remove such timber from the right of way onto the adjoining lands of the grantors, or successor or if he or they object, may sell or destroy such timber.

It is further understood and agreed, that the Grantors herein will not in the future, build or construct any permanent buildings or structures of a permanent nature within 40 feet of the above described right of way line except fences of the ordinary farm type.

The undersigned Virgil Harter and Mary Alice Harter (Husband & Wife) 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 or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the County of _____ to pay them the amount herein stipulated:

Federal Land Bank, Louisville, Ky (Mortgage)
#10-6in. Stay must be built on R/W Line Virgil Harter 26-33-11
With barb. (Grantor) (Grantor)
Mary Alice Harter
(Grantor) (Grantor)
(Grantor) (Grantor)

Attest: _____ Dated June 25, 1940

Copy of Auditor's Copy

The above grant is hereby accepted.

Auditor

No. 1129 Received 26 day of Feb 1940

Time 2:00 P. M.

Board of County Commissioners of

Catherine L. Chiles Recorder

County, Indiana.

DR 16, 395

Recorded October 30 1946

Revised 4-25
Form I.C.-120-BF
Purchase Grant

James A and Rittie Stewart

STATE HIGHWAY COMMISSION OF INDIANA
STATE HOUSE ANNEX
INDIANAPOLIS, INDIANA

Prob No. 852

aid by Warrant No. A332379

RIGHT OF WAY GRANT

Section B

Str. No.

Dated 9-13-1946

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Noble County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the State of Indiana to improve, 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 office of the State Highway Commission of Indiana. The description from said plans of said right of way hereby granted is as follows:

Plans on State Road No. 208, Project No. 832, Sec. R, Str. No. Plans Dated 9-18-46

From Station to Station		Distance in feet is from center line as shown on the above designed plans to the new Right of Way line hereby granted.	
LINE A		Left Side of Center Line	Right Side of Center Line
1462 + 50	to 1464 + 65	40' to PL ✓	
	to		
	to		
	to		
	to		
	to		
	to		
	to		

The above and foregoing grant is made in consideration of payment of the sum of Twenty five and 00/100 Dollars (\$25.00), which sum shall be paid to the order of Virgil Harter, Virgil Harter

LAOTTO IND. Laotto, Indiana
(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.

No timber shall be cut or removed from said granted right of way except that which from time to time is designated by the State Highway Commission, through its authorized representatives. Whenever the State Highway Commission shall designate any timber to be removed from said right of way, the grantors shall promptly remove the same from said right of way and failing to do so for five days after being notified the State Highway or its contractor may remove such timber from the right of way onto the adjoining lands of the grantors, or successor or if he or they object, may sell or destroy such timber.

The undersigned Grantors 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 or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the State Highway Commission of Indiana to pay them the amount herein stipulated. None

Am't Approved AUG 22 1946
By William J. Bales

(Grantor) Virgil Harter (Grantor)

(Grantor) Virgil Harter (Grantor)

(Grantor) Mary Alice Harter (Grantor)

(Grantor) Mary Alice Harter (Grantor)

The above grant is hereby accepted.

STATE OF INDIANA,
By John H. Lauer John H. Lauer
Chairman, State Highway Commission of Indiana.

Dated August 5, 1946
August 5, 1946
J. R. Bales

seems & Decout. Clerk John Bales
By John Bales

Sept. 18, 1946

State of Indiana, County of Noble
Personally appeared before me Virgil & Mary Alice Harter H & W
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 August, 1946
5th, August, 1946

Witness my hand and official seal.
My Commission expires May 8, 1950
Ernest D. Hiday
Notary Public.