

STATE HIGHWAY DEPARTMENT OF INDIANA
STATE HOUSE ANNEX
INDIANAPOLIS 9, INDIANA
RIGHT OF WAY GRANT

FUND. I
PROJECT No. 03-1
SECTION 30

PARCEL NO. 44, 44A

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Scott 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 Department of Indiana. The description from said plans of said right of way hereby granted is as follows:

PLANS ON SR. NO. 31 SEC. I PROJ. No. 03-1 SEC. 30 DATED
SEC. 10, T. 3 N., R. 7 E. Perm. R/W-16,689 ACRES, MORE OR LESS, ACQUIRED

Descriptions are of parcels of land lying between the plan centerline and the plan right of way line on the above designated project.

Measured distances along plan centerline are indicated by Station Number and plus.
Widths of parcels are indicated in feet, measured at a right angle from plan centerline at designated Station Number and plus; however, when Station Number and plus is followed by the letters P.L.; F.L.; F.D.; L.L. or C/L.S. (indicating property line, Fence Line, Field Division, Lot Line and Centerline of Stream respectively) or other identifying notations, it shall mean that the boundary line follows said identified line from plan centerline to plan right of way line.

FROM STATION to STATION ON CENTERLINE (C/L)	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
1102 + 75 ± PL to 1107 + 00	100 to 110 feet	feet
1107 + 00 to 1114 + 00	110 feet	feet
1114 + 00 to 1116 + 30 ± PL	110 to 125 ± feet	feet
1102 + 75 ± PL to 1115 + 51.2	feet	105 feet
1115 + 51.2 to 1116 + 30 ± PL	feet	105 to 111 ± feet
1122 + 94 ± to 1126 + 90 ±	To within 50' ± ft. of "CC-10 (Rev.)" feet	feet
1126 + 90 ± to 1129 + 40 ± PL	665 ± to 669 ± feet	feet
The limited access provisions do not apply to the following described right of way not hereinbefore described as limited access right of way.		
1102 + 75 ± PL to 1115 + 51.2	feet	180 feet
1114 + 00 to 1116 + 00	110 to 200 feet	feet
1116 + 00 to 1116 + 30 ± PL	200 to 212 ± feet	feet
Line CC-10(Rev) to	feet	feet
6 + 00 ± PL to 9 + 49 ±	128 ± to 120 ± feet	feet
9 + 49 ± to 11 + 31 ±	120 ± to 109 ± feet	feet
11 + 31 ± to 13 + 00	109 ± to 90 feet	feet
6 + 00 ± PL to 13 + 04.07	feet	L.A. R/W feet
EQUATION: to P.C.C. 13 + 04.07 CC-10 REV =	feet	feet
to 1128 + 88.1 CC-10	feet	feet
Line CC-10 to	feet	L.A. R/W feet
1128 + 88.1 to 1129 + 55 ± PL	feet	feet
Line to S-56-10-3-0 (Rev.)	feet	feet
3 + 12 ± PL to 4 + 72.1	feet	50 to 60 feet
4 + 72.1 to 8 + 87.3	feet	60 to 80 feet
8 + 87.3 to 12 + 40 ±	feet	80 to 85 ± feet
12 + 40 ± to 13 + 29 ±	feet	85 ± feet
to	feet	feet
to	feet	feet
to	feet	feet
to	feet	feet
to	feet	feet
to	feet	feet

APPROVED
Director
Asst. Dir. Field
Asst. Dir. Off.
Office Mgr.

The above and foregoing grant is made in consideration of payment of the sum of Eleven Thousand Six Hundred & Ninety Two Dollars (\$ 11,692.00), which sum shall be paid or held in escrow as specified to the order of HOWARD N. RICE
90 PARK DRIVE SCOTTSBURG INDIANA

(Give address of Payee)
The right of way hereby conveyed may be used, subject to the discretion of the grantee, for the establishment, construction, control and maintenance of a limited access facility as defined in the act of 1945 (Acts 1945, ch. 245, page 1113) and is subject to such regulations as therein provided and to such subsequent regulations or use as may be made, adopted or provided under or by law governing such facilities or highways in general.
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 State Highway Department of Indiana 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 State Highway Department of Indiana.

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 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 Department of Indiana 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: None
This grant is to be and become effective and binding from and after its approval by the Chairman of the State Highway Department of Indiana.

Howard N. Rice (Grantor)
Ellen Love Rice (Grantor)
Husband + Wife (Grantor)
(Grantor)
(Grantor)
(Grantor)
(Grantor)
(Grantor)

Dated Feb 10, 1959

CHECKED WITH PROJECT PLANS DATED 1-26-59 BY Rort

AMOUNT APPROVED BY Van Brown

DESCRIPTION & FORM OK'D BY London

PAID BY WARRANT No. 416 DATED 2-2-59, 1959

THE ABOVE GRANT IS HEREBY ACCEPTED. STATE OF INDIANA BY Chairman STATE HIGHWAY DEPARTMENT OF INDIANA DATE MAR 17 1959, 1959

State of Indiana, County of _____ ss:

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 and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of _____ ss:

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 and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of _____ ss:

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 and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of _____ ss:

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 and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of _____ ss:

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 and official seal.

My Commission expires _____

Notary Public.

facts therein are true, this _____ day of _____, 19_____.

Witness my hand and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of Scott ss:

Personally appeared before me Mrs. M. Cullough and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 25 day of Feb, 1959.

Witness my hand and official seal.

My Commission expires Aug 22 61

Paul J. McDermid
Morganes
Notary Public.

State of Indiana, County of Clark ss:

Personally appeared before me Howard N. & Ellen Love Rice and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 10 day of February, 1959.

Witness my hand and official seal.

My Commission expires 9-10-61

John F. Blum
JOHN F. BLUM
HENRY - CO.
Notary Public.

The undersigned owner of a mortgage and/or lien on the land of which the right of way described in the attached grant, is conveyed, hereby releases from said mortgage and/or lien said granted right of way, and do hereby consent to the payment of the consideration therefor as directed in said grant, this _____ day of _____, 19_____.

_____(Seal) _____(Seal)

_____(Seal) _____(Seal)

State of _____ }
County of _____ } ss:

Personally appeared before me _____

_____ above named and duly acknowledged the execution of the above release the _____ day of _____, 19_____.

Witness my hand and official seal.

My Commission expires _____

1269
Received for Record 4-16 1959
at 8:45 o'clock AM and recorded in
deed Record, Vol. 38 Page 531
Fee \$ none

Notary Public.

Joseph Shields
Recorder Scott County

5M
7-A

STATE HIGHWAY COMMISSION OF INDIANA
3rd FLOOR STATE HOUSE ANNEX
INDIANAPOLIS, INDIANA

March 30, 1959 19 59

To Howard N Rice
90 Park Drive
Scottsburg, Ind

44

GENTLEMEN:

We enclose State Warrant No. 162518 3-30-59 1959
in settlement of the following vouchers:

DESCRIPTION	AMOUNT
31&56 Scott I 03-1 (30) February 10, 1959	11,692.00

Yours truly,

CHIEF CLERK

Received Payment: 19

James M. Smith

Scott County
1-03-1 (30)
Howard Rice
44-544

CONTRACT OF SALE

THIS AGREEMENT, made this 10 day of March, 1929, by and between the State of Indiana, acting by and through the Division of Public Works & Supply for the State Highway Department of Indiana, hereinafter referred to as SELLER, and Howard Rice, whose address is _____ Valletown, Ind in _____ City or Town, hereinafter referred to as BUYER, Witnesseth:

That the SELLER, in consideration of the amount and conditions hereinafter set forth and in accordance with the terms of the advertising for the sale hereof, promises and agrees to sell, and does hereby sell, to the BUYER, the following personal property, to wit:

Turkey house 50' x 16 1/2'

And the BUYER now pays to the SELLER the amount of \$ 110.00 being the amount bid by said BUYER at the public sale of said property, receipt of which is hereby acknowledged and BUYER promises and agrees to remove said personal property from the said real estate upon which it is now located within 30 days from the date of sale, and, upon the failure of the BUYER to remove all of said property within said time, the SELLER, through the State Highway Department of Indiana, may retain the purchase price, as liquidated damages, and retain title to said personal property, on account of the breach of this Agreement; and it is a condition of this Agreement, that the time for the moving of said described property is of the essence hereof, and, the BUYER, shall have no recourse or claim for damages against the SELLER for the moving, sale or destruction of any of said property after the time limit above set forth.

After said personal property has been removed from its present location by the purchaser, the SELLER shall, upon demand, deliver to the purchaser a Bill of Sale for said personal property.

IN WITNESS WHEREOF, the said parties have caused their signatures to be affixed by the appropriate officers.

STATE OF INDIANA
By: Howard Rice Deputy Director
Director, Division of Public Works and Supply (SELLER)
_____ BUYER

Parcel 44-44A

RESOLUTIONS

WHEREAS, The State Highway Department of Indiana has heretofore acquired by _____ Grant _____ dated

February 10, 1959

, executed by _____

Howard Rice

, a _____

Turkey house 50' x 16 1/2'

, on _____

S. R. #31

, located within the limits of

the proposed improvements to be made on said highway. The parcel of real estate owned by said party is described as in

_____ Scott _____

County, Indiana and more particularly

described as follows:

Southeast corner of southwest quarter Section 19, Township 3 north Range 7 east

AND WHEREAS, the parcel of real estate heretofore described was so procured by the State Highway Department of Indiana for construction of _____ S. R. #31 _____ through said county,

AND WHEREAS, the above mentioned building _____ located on right of way of said proposed construction project designated as _____

1-03-1 (30)

and _____

WHEREAS, it is necessary to properly construct and improve said highway to sell building and to cause its _____ removal from the strip of right of way as above described and as by law provided.

BE IT RESOLVED, therefore, by the State Highway Department of Indiana that said building so described be advertised, sold and caused to be removed from right of way of said highway project within a definite time to be fixed in the notice and terms of sale thereof, all as by law provided, and

BE IT FURTHER RESOLVED, that a copy of this Resolution be submitted to the director of Public Works as his warrant of authority for the disposal of said personal property as herein requested.

ADOPTED and PASSED by the State Highway Department of Indiana this 10th day of March, 1957.

STATE HIGHWAY DEPARTMENT OF INDIANA

John Peters
Chairman

Walter Gamm
Member

H. E. Bodine
Member

ATTEST:

H. E. Bodine
Secretary

TITLE AND ENCUMBRANCE REPORT

RIGHT OF WAY DEPARTMENT STATE HIGHWAY DEPARTMENT OF INDIANA

S. R. 31 PROJ. No. 03-1 (30) COUNTY Scott

Names on Plans Howard Rice

Names in Trans. Book Howard Rice

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value
of Swr.	19	3	7	.96	1475-3320
of W 1/2	19	3	7	1.50	45

LAST OWNER OF RECORD

Deed Record 29 p. 331 Recorded Nov. 18, 1942 Dated Nov. 13, 1942 Deed

Grantor Eugene Hough as Trustee to reconvey to Howard I. Rice

Grantee Howard Rice

Address of Grantee A. B. 3, Scottsburg, Indiana
See bottom of page for further deed

MORTGAGE RECORD

Mortgage Record None p. None Amount None Dated None

Mortgagor None

Mortgagee None

JUDGMENT RECORD Yes None LIS PENDENS RECORD Yes None

MISCELLANEOUS RECORD Yes None EASEMENTS Yes None

See deed Record 33, page 377 attached hereto.

If answer to any of above is yes, clarify on back of sheet or on attached sheet.

TAXES 223.68 Current Paid 135.24 Delinquent

CERTIFICATE

I, the undersigned certify that the above and the attached copies include all transfers of the above described real estate as shown by the records in the office of Recorder of the above county from the date of the earliest entry shown in this search to date, except as otherwise noted, and that all liens, judgments and other matter of record hereinbefore requested for the same period are set forth,

Dated this 11 day of Oct 1958 Richard West
 Abstractor

Prel. Approval of Title _____ Date _____ By _____
 Deputy Attorney General

Final approval of Abstract of Title _____ Date _____ By _____
 Deputy Attorney General

Deed Record 33, Pg. 377, Recorded Sept. 28, 1950, Dated Dec. 28, 1945

Grantor - Euse McMillough

Grantee - Howard I. Rice

Address of Grantee - A. B. 3, Scottsburg, Indiana.

To the following described real estate situated in Vienna Township, Scott
County, Indiana, to-wit:

Beginning at the southwest corner of the southeast fourth
of the southwest quarter of Section 12, Township 3 North,
Range 6 East, Thence north 89-1/2° west 25 rods to a stone,
thence north 89° west 25 rods to a stone, thence west 25 rods to
a stone, thence north 89° west to the middle of the highway and
thence west 25 rods to a stone, thence west with said road
25 rods to the middle of said highway, thence north
89° west to the southwest corner of the southeast fourth
of the southwest quarter of Section 24, Township 3 North,
Range 6 East, thence east 25 rods to a stone, thence south
25 rods, thence east 2 rods to the place of beginning,
containing 20 acres, more or less.

All that part of the following described tract which lies
south of the center line of Indiana State Highway No. 56
and west of the east half of Section 12, Township 3 North,
Range 6 East, described as follows: All that part of lot
No. 1 that lies north of the side of the road running from
east to west, (the road as to No. 56, except
that part of the road that is the boundary of
the tract hereinafter to be conveyed is the former old
road, which was part of the east and south boundary of
said land before conveyance) is hereby conveyed and is
described as follows: Beginning at the southeast corner of the southwest half
of the southwest quarter of Section 12, Township 3 North,
Range 6 East, thence south 25 rods, thence west
25 rods thence north 25 rods to the place of
beginning, containing 20 acres, more or less, using the
said road as a boundary in part according to record
No. 27 at the 100th Meridian in the Office of Scott
County, Indiana.

The tract of land hereinafter being triangular in
shape the south line being 4 rods, thence east line
being _____ rods and the remaining side being a curved
line with the center of said Highway No. 56, containing
20 1/2 acres, more or less.

Prepared at Indianapolis,
Attorney at Law
Scott County, Indiana

Mae McCullough, unmarried

Warranty Deed

To

Dated December 28, 1945

Howard N. Rice

Recorded September 28, 1950

Deed Record 33, page 377

Scott County, Indiana

Consideration: One Dollar and
Other Valuable Considerations

Stamped: \$.55

Acknowledged December 28, 1945

Before H. N. Walls, Notary Public, Scott County, Indiana.

Description:

All that part of the following described tract which lies South of the center line of Indiana State Highway No. 56 "A part of the West half of Section 19, Township 3 North, Range 7 East described as follows: All that part of Lot No. 3 that lies on the North side of the road running from Scottsburg to Little York, (now known as No. 56, except that said No. 56 crosses said land but the boundary of which is herein intended to be conveyed is the former old road, which was part of the East and South boundary of said land herein conveyed and is bounded as follows: Beginning at the Southeast corner of the Southwest half of the Northwest quarter of Section 19, Township 3 North, Range 7 East running thence South 31 rods, thence West 48 rods thence North 31 rods to the South line of the above described tract thence East 48 rods to the place of beginning containing 8 acres, more or less) being the same land as described in Deed recorded in Deed Record No. 27 at page 190 in the Recorder's Office of Scott County, Indiana.

The tract of land herein conveyed being triangular in shape the South line line being 48 rods, thence East line being _____ rods and the remaining side being a curved line with the center of State Highway No. 56, containing in all $1\frac{1}{2}$ acres more or less.

The grantor hereof retains the right to enter said premises for the purpose of obtaining water in the spring land thereon.

Eugene Hough as Trustee to
Reconvey to Howard W. Rice

To
Howard W. Rice

Warranty Deed

Dated November 13, 1942

Recorded November 18, 1942

Deed Record 29, page 331

Scott County, Indiana

Consideration: One Dollar and
Other Valuable Considerations

Stamped: \$1.10

Acknowledged November ____, 1942

Before Mildred Fields, Notary Public, Scott County, Indiana.

Description:

Same description as on warranty deed recorded April 15,
1939, Deed Record 21, page 521. See page 5 herein.

Howard W. Rice and Irene S.
Rice, husband and wife

To

Eugene Fough, as Trustee to
convey to Howard W. Rice

Warranty Deed

Dated November 13, 1942

Recorded November 18, 1942

Deed Record 29, page 331

Scott County, Indiana

Consideration: One Dollar and
Other Valuable Considerations

Stamped: \$1.10

Acknowledged November ____, 1942

before Mildred Fields, Notary Public, Scott County, Indiana.

Description:

Same description as on Warranty Deed recorded April 18,
1929, Deed Record 20, page 520. See page 5 herein.

Effie Cain and Norman Cain,
her husband

To

Howard Rice and Irene Rice,
husband and wife

Warranty Deed

Dated February 19, 1929

Recorded April 18, 1929

Deed Record 26, page 520

Scott County, Indiana

Consideration: \$2,000.00

No stamps shown

Acknowledged February 19, 1929

before Newton Wiles, Notary Public, Scott County, Indiana.

Description:

Beginning at the southwest corner of the southeast fourth of the southwest quarter of Section 19, Township 3 North, Range 7 East running thence East $86-7/10$ rods to a stone, thence North 21 rods to a stone, thence west 43 rods to a stone, thence North to the middle of the Scottsburg and Little York Free Gravel Road. Thence west with said road 27 rods to the West line of said Section, thence South 20 rods to the Southeast corner of the Northeast fourth of the southeast quarter of Section 24, Township 3 North, Range 6 East, thence East 77 rods to a stone, thence South 72 rods, thence East 2 rods to the place of beginning, containing 26 acres, more or less.

SR 31, PROJECT I-03-1(30) Parcel 44, 44A & 44B, Howard E. Rice

Scott County

Following is SUPPLEMENTAL TITLE REPORT made by me 3 March 1959:

DR. 28, Page 362. Recorded 27 Feb. 1939. Warranty Deed. \$.50 RS

Bess H. Craig and Lynn Craig, her husband

to

MAE McCallough

All that part lot #3 that lies on the North side of the road leading from Scottsburg to Littel York (Now known as SR #56) Except that said 56 crosses but the boundary of which is herein intended to be conveyed is the former old road which was part of East and South boundary of said land herein conveyed and is bounded as follows: Beginning at SE corner of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ Sec. 19, T3 N, R 7 E then S 31 rods then W 48 rods then N 31 rods to S line of above described tract then E 48 rods to beginning containing 8 acres. Being the same land as described in deed recorded in DR 27 Page 190 in Records Office Scott county.

Signed and acknowledged 19 Nov. 1938 before Joseph N. Keith, N.P.

FR: ETHEL + W. EARL WALLACE (H+W) + FAYE + CECIL HEGGE TO: BESS H. CRAIG
DR 27 Page 190 same real estate as described above; also other RE. APRIL 20, 1932 RECORDED
Signed and acknowledged 16 April 1932 before Edward Howard, N.P.

SUPPLEMENTAL ENCUMBRANCE search was also made by me 3 March and no change found from last previous report.

H. P. Ryker
TITLE ATTORNEY

SR 31, PROJECT I-03-1(30) Parcel 44, 44A & 44B, Howard E. Rice *Scott County*

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Signed and acknowledged 19 Nov. 1938 before Joseph N. Keith, N.P.
FR: ETHEL + W. EARL WALLACE + FAYE + CECIL HEDGE TO: BESS H CRAIG
DR 27 Page 190 same real estate as described above; also other RE. RECORDED APRIL 20, 1932
Signed and acknowledged 16 April 1932 before Edward Howard, N.P.

SUPPLEMENTAL ENCUMBRANCE search was also made by me 3 March and no change found from last previous report.

TITLE ATTORNEY
[Signature]