

FILED
MAY 5 - 1954
CONNELL

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

FUND F I
PROJECT No. 69
SECTION (28)
STR. No. _____

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Newton 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:

(NAME) U.S. 41 ROAD, FROM Kentland, Ind. TO Schneider, Ind.
PLANS ON SR. No. 41 SEC. _____ F I PROJ. No. 69 SEC. (28) DATED 1953
SEC. 15, T. 29 N, R. 9 W _____ 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) <u>B</u>	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
<u>1197+19 PL</u> to <u>1200+94.8</u>	<u>PL</u> feet	<u>88 to 105</u> feet
<u>1200+94.8</u> to <u>1201+40 C/L S.</u>	<u>PL</u> feet	<u>105</u> feet
to _____	feet	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 Two Hundred Dollars (\$200.00),

which sum shall be paid to the order of
NAME The Town of Morocco
ADDRESS Morocco Indiana

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 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.

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.

The Town of Morocco by _____ (Grantor)
John Halaway (Grantor)
Pres. Board of Trustees. (Grantor)

Dated March 2, 1954

CHECKED WITH PROJECT
PLANS DATED _____
BY _____

AMOUNT APPROVED APR 5 '54
BY Nite Everbaugh

THE ABOVE GRANT IS HEREBY ACCEPTED.
STATE OF INDIANA
BY Albert J. Wedeking
Chairman, STATE HIGHWAY DEPARTMENT OF INDIANA
DATE 4/13 1954

DESCRIPTION MAR 25 1954
& FORM OK'D
BY C. Skaltsas

PAID BY
WARRANT No. 5304 99
DATED 4-19-1954

MAR 25 1954

State of Indiana, County of Newton ss: Personally appeared before me John F. Galaway, Pres. Board of Trustees and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 2nd day of March, 1954.

Witness my hand and official seal.
My Commission expires February 16, 1958

[Signature]
Herman M. Higley
Notary Public
Grant County

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 _____

RECEIVED FOR RECORD
AT 9:30 o'clock P.M. Recorded
Index Record No. 84 Page 37
MAY 5 1954
CLARICE HUFFY
Recorder, Newton County, Indiana

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.

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____.

Witness my hand and official seal.
My Commission expires _____

Notary Public.

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 _____

Notary Public.

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

April 21, 19 54

To Town of Morocco
Morocco, Indiana

GENTLEMEN:

We enclose State Warrant No. A530499 April 19, 19 54
in settlement of the following vouchers:

DESCRIPTION	AMOUNT
<i>For the purchase of Right of Way on State Road No. 41 in Newton County FI Project 69 Section 28 as per Grant dated March 2, 1954</i>	200 00

PLEASE RECEIPT AND RETURN

Yours truly,

CONTROLLER

Received Payment:

April 22 19 54
Town of Morocco, Ind.

TITLE AND ENCUMBRANCE REPORT



RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S.R. 45.41 PROJ. PI 69 SEC. (28) Beaver TWP. Newton CO.

Name on Plans Town of Morocco

Name in Trans. Book _____

DESCRIPTION OR ADDITION	SEC.	TWP.	RGE.	ACREAGE	ASSESSED VAL.	
	BLK.	LOT	LOT	TOWN	LAND	IMP.
<u>1/4 N.W. 1/4 of the S.W. 1/4</u>	<u>15</u>	<u>29 N</u>	<u>50</u>	<u>5.12</u>		

DEED RECORD:

DEED RECORD 72 P. 363 Recorded 6-24-1940 War. Deed.
 To The Town of Morocco
 From W. C. Triplett and Carrie Triplett, H&W
 Subject to Pres. owned

DEED RECORD 62 P. 133 Recorded May 12-1945 adm. Deed.
 To William C. Triplett
 From Edgar W. Timmons adm.
 Subject to _____

DEED RECORD _____ P. _____ Recorded _____ Deed.
 To _____
 From _____
 Subject to _____

MORTGAGE RECORD:

MORTGAGE RECORD _____ P. _____ Amount _____ Date _____
 Mortgagor _____
 Mortgagee _____

Street Address _____ City _____ State _____ County _____
 MORTGAGE RECORD _____ P. _____ Amount _____ Date _____
 Mortgagor _____
 Mortgagee _____

Street Address _____ City _____ State _____ County _____

JUDGMENT RECORD:

JUDGMENT DOCKET _____ P. _____ Amount _____ Rendered _____
 Judg. Defendant _____ Cause No. _____
 Judg. Plaintiff _____ O. B. _____ P. _____

MISCELLANEOUS RECORD:

Record _____ P. _____ Amount _____ Date _____

TAXES:

TAXES PAID _____ Taxes Delinquent Year _____ Amount _____

(See reverse of sheet for deed description, mortgage description, explanations, etc.)

Title checked by Morris Ungewer Date 2-16-1954

A part of the S.W. 1/4 of the N.W. 1/4 of Section
 15, Twp 29 North, Range 9 West, described as follows:
 Commencing at a point 1363 feet South of the N.W.
 Corner of Section 15 and 29 Range 9 West which point
 is in the center of Brown Creek, running there
 South 430 feet along the center line of said creek;
 running thence East a distance of 653 feet, thence
 North 253 feet to center of Brown Creek, and running
 thence Northwesterly along center line of Brown
 Creek 676 1/2 feet to the place of beginning, and
 containing or all 5.12 acres more or less.

Copies

Morocco, Indiana,
Feb. 25th, 1954.

Office of Town Clerk-

The Board of Trustees of the town of Morocco met in regular session with all members present.

The meeting was called to order by the President and the following business transacted, to-wit;

The minutes of the last stated meeting were read and duly approved.

The following bills were presented;

General Fund;

Pay-roll schedule, Feb 15th to 25th,-----	\$348.95
Harry martin, repair of neon sign-----	10.00
Total-----	\$358.95

Water Fund;

Pay-roll schedule, Feb 15th to 28 -----	\$199.60
Vaugham Seed Co. seeds & bulbs-----	7.25
	\$206.85

Total both funds----- \$565.80

After due examination of said claims all were allowed and ordered paid.

The matter of selling a strip of land belonging to the town of Morocco on which the wells supplying the town with water are located to the State Highway Commission for road purposes was brought before the Board and for which the Commission offered the Board of Trustees of Morocco the sum of \$200.00. After due consideration of the offer it was moved, seconded and carried that it would accept the offer of \$200.00 from the State Highway Commission. There is a pipe line crossing this strip which supplies the Morocco Slaughter plant, located on the west side of Highway 41 with water, and which is owned by Boyd T. Smart.

No further business coming before the Board, the meeting adjourned.

Frances Richmire
Clerk Treasurer

John F. Calaway

Daryl L. Brandt

Mauriece L. McClatchey
Board of Trustees
Morocco, Indiana.

STATE HIGHWAY COMMISSION OF INDIANA

RIGHT OF WAY REPORT

F.I. Proj. 69 Sec. (28) Sta. 1197+19 to Sta. 1201+05 R & L

Property of Town of Morocco

Length of widening 386 feet Left 386 feet Right

Length of relocation _____ Lengths and types of existing fence _____

Total acres in farm _____

Assessed valuation per acre _____

Fair market value per acre \$200.00

Type of existing road Asphalt

Estimate of Damage	Damage Estimated by	Damage Estimated by
	<u>E. Konnersman</u>	
Rods..... fence to be moved.....	Rod \$.....	\$.....
Rods..... fence to be constructed.....	Rod \$.....	\$.....
Land in right of way <u>1 (one)</u> acres \$200.00	\$ <u>200.00</u>	\$.....
Buildings to be moved (kind, size, etc.).....	\$.....	\$.....
Trees, shrubbery, etc. (kind).....	\$.....	\$.....
Drainage.....	\$.....	\$.....
Well.....	\$.....	\$.....
Proximity to buildings.....	\$.....	\$.....
Consequential damage due to.....	\$.....	\$.....
Other damage.....	\$ <u>200.00</u>	\$.....
Total.....	\$ <u>200.00</u>	\$.....
Probability of an early and definite increase in value.....	\$.....	\$.....
Net damage.....	\$ <u>200.00</u>	\$.....

(Sketch on other side)

N.T.

STATE HIGHWAY COMMISSION OF INDIANA

RIGHT OF WAY REPORT

U.S. 41 Proj. PT 69 Sec. (28) Sta. 1197+19 R to Sta. 1200+94.8 R and L

Property of Louise M. Moore

Length of widening 375.8 feet Left 375.8 feet Right

Length of relocation _____ Lengths and types of existing fence _____

Total acres in farm 5.12 _____

Assessed valuation per acre _____

Fair market value per acre _____

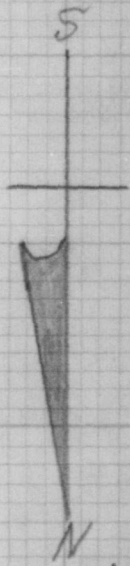
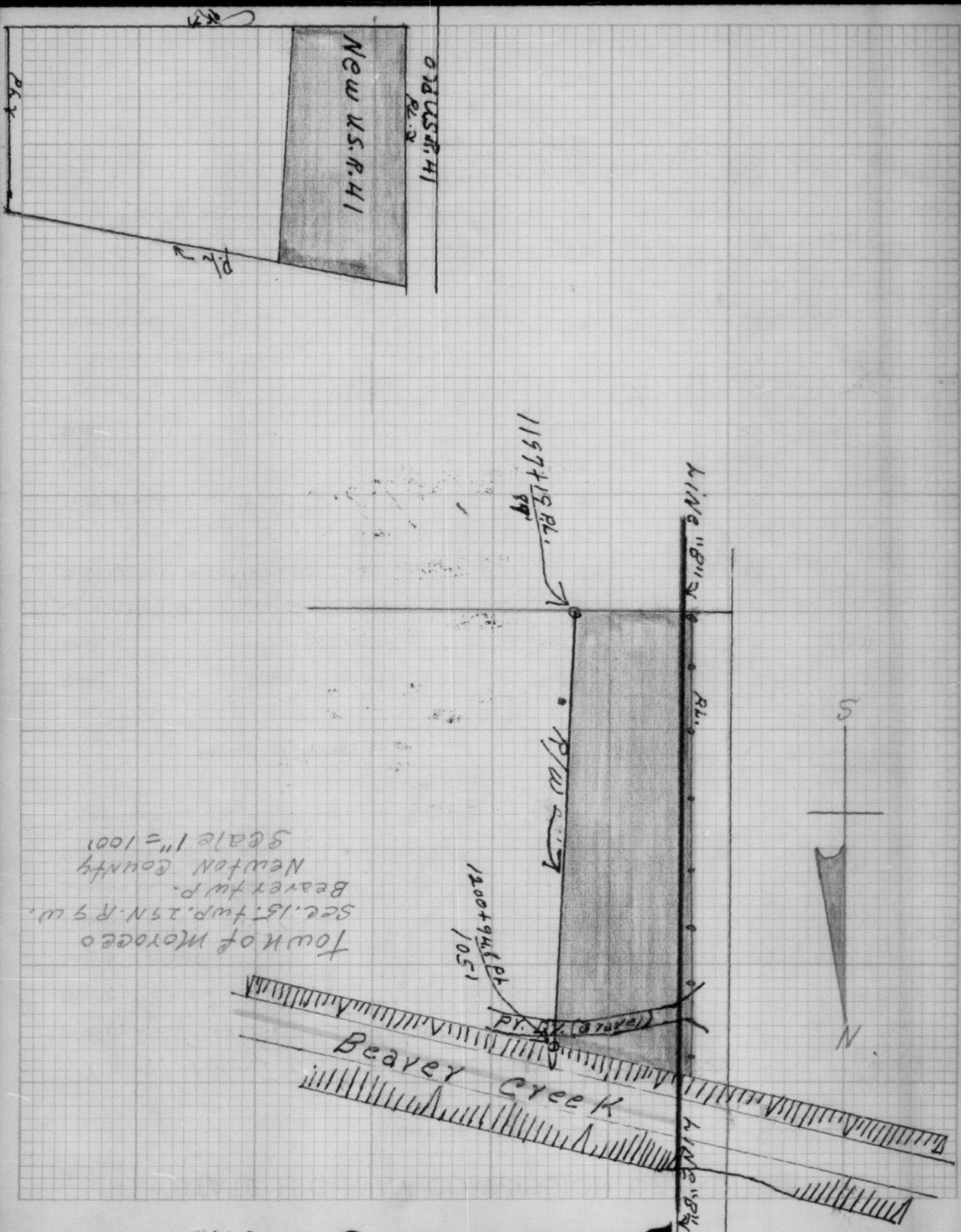
Type of existing road _____

Estimate of Damage	Damage Estimated by	Damage Estimated by
Rods _____ fence to be moved _____	Rod \$ _____	\$ _____
Rods _____ fence to be constructed _____	Rod \$ _____	\$ _____
Land in right of way _____ acres _____	\$ _____	\$ _____
Buildings to be moved (kind, size, etc.) _____	\$ _____	\$ _____
_____	\$ _____	\$ _____
Trees, shrubbery, etc. (kind) _____	\$ _____	\$ _____
Drainage _____	\$ _____	\$ _____
Well _____	\$ _____	\$ _____
Proximity to buildings _____	\$ _____	\$ _____
Consequential damage due to _____	\$ _____	\$ _____
Other damage _____	\$ _____	\$ _____
_____	\$ _____	\$ _____
Total _____	\$ _____	\$ _____
Probability of an early and definite increase in value _____	\$ _____	\$ _____
Net damage _____	\$ _____	\$ _____

(Sketch on other side)

SKETCH OF THE ENTIRE FARM OR PLAT OF GROUND TO SCALE SHOWING
 SIZE AND LOCATION OF BUILDINGS, EXISTING ROADS, AND NEW
 AND ANY OTHER MAJOR INFLUENCING ITEMS.

Town of Morogoo
 Sec. 15, Twp. 25 N., R. 9 W.
 Beaver Twp.
 Newton County
 Scale 1" = 100'



NEW U.S. R. 41

OLD U.S. R. 41

LINE 18 1/2"

R.L.

LINE 18 1/2"

1197+19 PL.

R.W. 200'

1200+94.8 PL.
 1051

PR. BY (Gravel)

Beaver Creek

PL. 2

PL. 2