

STATE OF INDIANA }
COUNTY OF MARION } SS:

0002 -5

IN THE SUPERIOR NO. 1 COURT

CAUSE NO. ~~333-343~~

562-7306

STATE OF INDIANA,

Plaintiff

-vs-

HARRY R. GULLEFER and
JACQUELIN A. GULLEFER (H&W),

Defendants

FILED

S1 MAR 20 1963

Edwin M. Clure

FINDING AND JUDGMENT

Comes now the plaintiff, State of Indiana, by Edwin K. Steers, Attorney General, and Jerry W. Newman, Deputy Attorney General, and come now the defendants, Harry R. Gullefer and Jacqueline A. Gullefer (H&W), by their attorney of record Ben Weaver, and plaintiff now withdraws its request for jury trial and this cause is now submitted to the court upon the issues formed by the exceptions heretofore filed by the plaintiff, State of Indiana.

And the court being duly advised finds as follows:

1. That the plaintiff, State of Indiana, filed its complaint for the appropriation for an easement for highway right of way over defendants' real estate on the 5th day of November, 1962 and the defendants were properly served with notice as provided by statute prior to the hearing in this cause.

2. That on the 27th day of November, being the day set for the hearing of the cause, an order was entered upon the record of the Marion Superior Court, Room No. 1, signed M. Walter Bell, Judge, showing that an easement for highway right of way over the defendants' real estate was condemned for the uses and purposes described in said complaint.

3. That by said order the court also appointed three disinterested freeholders of Marion County to assess the damages and benefits to the defendants caused by the appropriation.

4. That on the 17th day of December, 1962, said court appraisers returned their report to the court showing total damages in the sum of sixty-one thousand, four hundred twenty-five dollars (\$61,425.00), and the court ordered the appraisers' fees set at one thousand three hundred fifty (\$1,350.00) total.

5. That the plaintiff, State of Indiana, paid the award of the appraisers together with the fees for the services of said appraisers to the Clerk of the Court on the 28th day of December, 1962, and the 10th day of January, 1963.

6. That the plaintiff filed exceptions to the court-appointed appraisers' report on the 19th day of December, 1962.

7. That the total value of the easement for highway right of way taken and the damages to the remaining land of the defendants is fifty-two thousand dollars (\$52,000.00) and that the defendants, Harry E. Gullefer and Jacquelin A. Gullefer (H&W) should recover from the plaintiffs, State of Indiana, total damages in the sum of fifty-two thousand dollars (\$52,000.00).

9. That the total damages are broken down into seventeen thousand seven hundred dollars (\$17,700.00) for the taking of the real estate and thirty four thousand three hundred dollars (\$34,300.00) for damages to the residue, making the total damages fifty-two thousand dollars (\$52,000.00).

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED by the court that the order of appropriation entered herein on the 27th day of November, 1962, be, and the same is hereby confirmed and the easement for highway right of way over defendants' real estate described in plaintiff's complaint be, and the same is appropriated, said easement for highway right of way being more particularly described as follows:

Project I-65-3(17)120

Commencing at the Northwest corner of Section 12, Township 16 North, Range 2 East, Marion County, Indiana; thence East 1701.6 feet along the North line of said section; thence South 2625.4 feet; thence East 1549.5 feet to the point of beginning of Parcel 5 Limited Access Right of Way;

Thence South 89 degrees 03 minutes West, 264.3 feet along the North boundary of 52nd Street; Thence North 28 degrees 12 minutes West, 1651.6 feet to the North property line of the Grantor's Lands; thence North 89 degrees 10 minutes East, 236.5 feet along said property line; thence South 28 degrees 12 minutes East, 907.3 feet; thence South 31 degrees 04 minutes East, 500.6 feet; thence South 28 degrees 12 minutes East, 256.6 feet to the point of beginning and containing 8.248 acres, more or less.

ALSO: Commencing at the Northwest corner of Section 12, Township 16 North, Range 2 East, Marion County, Indiana; thence East 1701.6 feet along the North line of said section; thence South 2625.4 feet; Thence East, 1549.5 feet to the point of beginning of Parcel 5 Permanent Right of Way:

Thence North 28 degrees 12 minutes West, 106.6 feet; thence South 75 degrees 50 minutes East, 121.7 feet; thence South 85 degrees 48 minutes East, 251.0 feet to the East property line of the Grantor's lands; thence South 00 degrees 57 minutes East, 40.5 feet along said property line to the North boundary of 52nd Street; thence South 89 degrees 03 minutes West, 318.7 feet along said boundary to the point of beginning, and containing 0.457 acres, more or less.

ALSO: Commencing at the Northwest corner of section 12, Township 16 North, Range 2 East, Marion County, Indiana, thence East, 1701.6 feet along the North line of said section; thence South 2629.8 feet to a point; thence East, 1285.2 feet to the point of beginning of Parcel 5 Permanent -1 Right of Way.

Thence South 89 degrees 03 minutes West, 666.9 feet along the North boundary of 52nd street; thence North 78 degrees 51 minutes East, 101.6 feet; thence North 82 degrees 38 minutes East, 402.5 feet; Thence North 89 degrees 03 minutes East, 100.0 feet; thence North 23 degrees 53 minutes East, 38.9 feet; thence South 28 degrees 12 minutes East, 110.5 feet to the point of beginning and containing 0.625 acres, more or less.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the defendants Harry R. Gullefer and Jacquelin A. Gullefer (H&W) have and recover from the State of Indiana as final and total damages the sum of fifty-two thousand dollars (\$52,000.00) and that Clerk of the Court pay said amount to the defendants.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the Clerk of the Court pay to the plaintiff, State of Indiana, the sum of Nine Thousand Four Hundred Twenty-five dollars (\$9,425.00), which amount when added to the amount paid to the defendants as set out above equals the amount of the court-appointed appraisers' award.

Charles D. Castro

JUDGE, MARION SUPERIOR COURT
ROOM NO. 1
As Term

Dated: March 19, 1963

Approved:

Jerry W. Monahan

Deputy Attorney General

Ben Weaver

Ben Weaver
Attorney for Defendants
Harry R. Gullefer and
Jacquelin A. Gullefer (H&W)

Dated: March 20, 1963

R E C E I P T

Received of the Attorney General's Office
Check No. 584 from the Clerk of the Marion Circuit Court
in the amount of \$9,425.00. Said amount represents the
difference between the court award and the judgment in
the condemnation action State v. Gullefer, Marion
Superior Court, Room No. 1, Cause No. S62-7306.

Martha Liebrandt
Division of Land Acquisition

Dated: March 27, 1963

INDIANA STATE HIGHWAY COMMISSION
STATE OFFICE BUILDING
INDIANAPOLIS 9, INDIANA
RIGHT OF WAY GRANT

FUND I
PROJECT No. 65-3
SECTION (17)120



PARCEL No. 5 IA, 5 Perm, 5 Perm-1

Sheet 1 of 3 Sheets

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

PLANS ON SR. NO. I-65 SEC., IPROJ. No. 65-3 SEC. (17)120 DATED 1961

SEC. 12, T. 16 N, R. 2 E Perm. R/W 9.330 ~~SQFT~~ 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/LS. (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.

Above explanation is applicable only if centerline description is used.

Sta. to Sta. on (C/L) "A"

	<u>LEFT</u>	<u>RIGHT</u>
45+43 [±] NPL to 55+00	100	110
55+00 to 60+00	100 to 125	110
60+00 to 61+93 [±] PL	125	110

The limited access provisions do not apply to the following described right of way not hereinbefore described as limited access right of way.

Line S-2A

45+50 [±] EPL to 48+00	57.5 [±] to 80
48+00 to 48+60 [±] LA.R/W	80 to 109 [±]
51+24 [±] LA.R/W to 52+00	112 [±] to 80
52+00 to 53+00	80
53+00 to 57+00	80 to 35
57+00 to 58+00	35 to PL (15)

More particularly described as follows:

Commencing at the Northwest corner of Section 12, Township 16 North, Range 2 East, Pike Township, Marion County, Indiana; thence East along the North line of said Section, 1701.57 feet; thence South 2625.4 feet to a point; thence East, 1549.5 feet to the point of beginning of PARCEL NO. 5-LIMITED ACCESS RIGHT OF WAY:

Thence South 89 degrees 3 minutes West, 264.3 feet along the North boundary of 52nd Street; thence North 28 degrees 12 minutes West, 1651.6 feet to the North property line of Grantor's lands; thence North 89 degrees 10 minutes East, 236.5 feet along said property line; thence South 28 degrees 12 minutes East, 907.3 feet; thence South 31 degrees 4 minutes East, 500.6 feet; thence South 28 degrees 12 minutes East, 256.6 feet to the point of beginning and containing 8.248 acres, more or less.

ALSO:

The limited access provisions do not apply to the following described right of way not hereinbefore described as limited access right of way.

Commencing at the Northwest corner of Section 12, Township 16 North, Range 2 East, Pike Township, Marion County; Indiana; thence East along the North line of said Section 1701.57 feet; thence South 2625.4 feet to a point; thence East, 1549.5 feet to the point of beginning of PARCEL NO. 5-PERMANENT RIGHT OF WAY:

FEB 2 1962

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.

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.....

(Seal)

(Seal)

(Seal)

(Seal)

State of.....
County of..... } ss:

APPROVED BY.....

checked with project plans for
Division of Right of Way
BY.....
7/11/1982

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.

A.H.

INDIANA STATE HIGHWAY COMMISSION

FINAL REPORT ON CONDEMNATION

Date March 27, 1963

State of Indiana vs. HARRY R. GULLEPER, et ux.

Court Marion Superior, Room No. 1 Cause No. 862-7306

Location of Land Marion County, Indiana

Project No. I-65-3(17)120 Parcel 5 Road No. I-65

Our Offer \$ 52,000.00 Amount of Appraisers' Award \$ 61,425.00

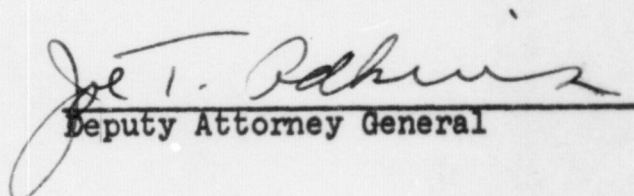
Date deposited with Marion County Clerk 12-28-62

Additional amount deposited for final settlement \$ -----

Date deposited -----

Total paid to defendant \$ 52,000.00

Amount refunded to State \$ 9,425.00


Deputy Attorney General

Judgment entered: 3-20-63

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT I-65-3(17) PARCEL # 5
OWNER Harry Dulleger PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER 5400 Lafayette Rd. Indpls.
DATE ASSIGNED _____
DATE OF CONTACT 11-26-62
TIME OF CONTACT 10:30 Am
DATE OF PREVIOUS CONTACT _____

OFFER \$ 52

DETAIL CONTACT* on the above date Mr. Glenn Chosse and myself met with Mr. Weaner, atty. for this parcel in his office. At this time he presented their appraisal made by Mr. Tom Keller. Their figure was \$60,490.00

ACTION TAKEN** Mr. Weaner asked us if we thought any settlement could be worked out without going to court. It was decided Mr. Chosse would call Mr. Keller regarding certain stipulations in his appraisal and then decide what could be done, if anything.

SIGNED B.R. Souder

* Showed plans, walked over property, etc.

** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc. If area set out does not have space enough, please use back of sheet.

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT I-65-3(17) PARCEL # 5
OWNER Harry Muller PHONE # AX. 3-0318
Jacqueline Muller
(Other interested parties and relationship)
none

ADDRESS OF OWNER RR 17, Box 433, Indph. 23, Ind.
DATE ASSIGNED 8-10-62
DATE OF CONTACT 8-10-62
TIME OF CONTACT 1:30 P.m.
DATE OF PREVIOUS CONTACT 6-21-62

OFFER \$ 52,000

DETAIL CONTACT* contacted and submitted the figure of the third appraisal. He said the offer was still too low. upon leaving Mr. Muller said to come back again next week before making any
ACTION TAKEN** condemnation report

SIGNED E.R. Souder

* Showed plans, walked over property, etc.
** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.
If area set out does not have space enough, please use back of sheet.

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT I-25-3(17) PARCEL # 5
OWNER Harry R. Gullefer PHONE # AX. 3-0318
Jacqueline A. Gullefer
(Other interested parties and relationship)
none

ADDRESS OF OWNER 5400 Lafayette Rd. R.R. 17, Box 433
DATE ASSIGNED 6-5-62 Indianapolis Ind.
DATE OF CONTACT 6-21-62
TIME OF CONTACT 10:30 AM
DATE OF PREVIOUS CONTACT 1st call

OFFER \$ 44000.00

DETAIL CONTACT* Talked to Mr & Mrs. Gullefer explained what the state wished to acquire, and questions and made offer. Offer was firmly refused. stated it was an insult. Would not say what would take.

ACTION TAKEN** Wants drive way 50' off 52nd st.
Wants no. of acres S. of Power line-
Will turn parcel in for 2nd appraisal
with condemnation report.

SIGNED E. R. Souder

* Showed plans, walked over property, etc.

** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.
If area set out does not have space enough, please use back of sheet.



REPORT OF APPRAISERS

STATE OF INDIANA,
COUNTY OF MARION } SS:

IN THE MARION SUPERIOR #1 CIRCUIT COURT

STATE OF INDIANA,
vs.
HARRY R. GULLEFER, et ux.,

No. 562-7306

FILED
MAY 17 1962
Clerk

The undersigned appraisers in the above entitled proceedings, appointed by HON.
WALTER BELL, Judge of the MARION SUPERIOR #1 Circuit
Court on the _____ day of _____, 19____, after
being duly sworn by the clerk of the MARION SUPERIOR #1 Circuit Court
to honestly and impartially assess the damages and the benefits, if any, that may be
sustained by or result to said defendants by reason of the appropriation of the real estate
described in the complaint in said proceeding, met at the office of the clerk of the _____
MARION SUPERIOR #1 Circuit Court, at _____ o'clock, M., on the _____
day of _____, 19____, and after being duly sworn and
instructed by the court as to their duties as appraisers proceeded in a body to view
said real estate that will be affected by said appropriation and to assess and appraise
the damages and the benefits sustained and resulting to each of said defendants by reason
of the appropriation thereof, and said appraisers now report the damages and benefits to
said defendants to be as follows:

The value of the land sought to be appropriated as described in the court's order and
warrant hereto attached, the appraisers find to be the sum of Seventeen Thousand,
Four Hundred &
No/100----- Dollars (\$ 17,400.00).

The value of improvements, if any, on the portion of said realty sought to be appro-
priated, we find to be the sum of NONE Dollars
(\$ 00/100-----).



The damages, if any, to the residue of the real estate of such defendant owners caused by taking out the part sought to be appropriated as above described, we find to be the sum of \$ 20,500.00

Such other damages, if any, as will result to the defendants from the construction of the improvement described in the complaint, in the manner proposed by plaintiff, we find to be \$ 23,525.00

The benefits, if any, to the residue of the real estate of said defendants, resulting by taking out the part sought to be appropriated as above described, we find to be the sum of \$ NONE

The total damages we find to be the sum of \$ 61,425.00

Date 17 Dec., 1962

Frank Fliser Jr
Robert A. Rose
Robert A. Rose
Appraisers



STATE OF INDIANA,
COUNTY OF MARION } SS:

IN THE MARION SUPERIOR #1 ~~CIRCUIT~~ COURT

.....TERM, 19.....

STATE OF INDIANA,
vs.
HARRY R. GULLEFER, et ux.,

No. 862-7306

FILED
NOV 27 1962
CLERK

On this day of, 19..... the same

being the day set for the hearing of the cause, personally appeared the defendants

HARRY R. GULLEFER, et ux., by their counsel,

and the plaintiff being represented by the Attorney General, EDWIN K. STEERS, and
Deputies Attorney General, JERRY W. NEWMAN

and, it appearing to the court that the defendants were duly served with notice of the pro-
ceeding herein, which notice was returnable on NOVEMBER 21,

19⁶²....., and it further appearing that said defendants entered their appearances herein on

said date and the JUDGE.....of the Court having examined

the complaint, heard the evidence thereon, and being duly advised in the premises now
finds that the plaintiff's complaint is proven and true and that said plaintiff is entitled to
condemn and appropriate the strip of land described in the complaint for highway pur-
poses as alleged in said complaint, which land so appropriated is described as follows:

R E S O L U T I O N

WHEREAS, the carrying out of the construction and improvement by the Indiana State Highway Commission of Indiana of Project No. I 65-3 Sec. (17)120, in Marion County, Indiana, requires the construction, reconstruction, relocation or maintenance and repair (strike out inappropriate) of a public highway in said County, locally known as the Interstate I 65 Road, which highway forms a part of a State Highway designated in the records and files of the Indiana State Highway Commission of Indiana as Road No. I 65 which extends from The city of West Harrison in Dearborn County, in a generally Northwesterly direction through Brookville, Rushville, Indianapolis, Lebanon, Lafayette and joins U. S. Road 24 at City of Kentland, in Newton County.

the general width of the right of way for said project is 225 feet, which proposed construction project necessitate acquisition of right of way as provided in the plans of said project on file in the offices of the Indiana State Highway Commission of Indiana at Indianapolis, Indiana, and which highway is to be constructed and improved as a "limited access facility", subject to regulations as provided in Chapter 245 of the Acts of the General Assembly of 1945, the general route, location and termini thereof being as follows: Beginning at a point approximately 240 feet East of the West line of Section 1, Township 16 North, Range 2 East, and extending in a Southeasterly direction for a distance of 16,643.45 feet to a point approximately 954 feet East of the West line of Section 17, Township 16 North, Range 3 East.

AND WHEREAS, it is necessary in making said improvement to acquire a right of way as hereinafter described over land of _____

Harry R. and Jacquelin A. Gullefer (H&W)

R. R. # 17, Box 433, Indianapolis 23, Indiana

_____, and ,

WHEREAS, the Indiana State Highway Commission of Indiana has made an offer to said owner(s) for the purchase of said land, but has been unable to agree with said owner(s) upon purchase price, thereof, or upon the amount of damages sustained by said owner(s), by reason of the taking thereof for the purpose aforesaid, and,

WHEREAS, the failure to obtain said land for said purpose is delaying the work of said highway improvement.

BE IT RESOLVED, that condemnation proceedings be instituted by the Attorney General in the name of the State of Indiana in a court of appropriate jurisdiction, for the land hereinafter described, the same being in Marion County, Indiana, and to be used as right of way easement for said highway improvement as a limited access facility, and being necessary for such purposes, which land is specifically described as follows to-wit:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 2 EAST, MARION COUNTY, INDIANA; THENCE EAST, 1701.6 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 2629.4 FEET; THENCE EAST, 1549.5 FEET TO THE POINT OF BEGINNING OF PARCEL 5 LIMITED ACCESS RIGHT OF WAY;

THENCE SOUTH 89 DEGREES 03 MINUTES WEST, 264.1 FEET ALONG THE NORTH BOUNDARY OF 52ND STREET; THENCE NORTH 28 DEGREES 12 MINUTES WEST, 1001.0 FEET TO THE NORTH PROPERTY LINE OF THE GRANOR'S LANDS; THENCE NORTH 89 DEGREES 10 MINUTES EAST, 236.5 FEET ALONG SAID PROPERTY LINE; THENCE SOUTH 28 DEGREES 12 MINUTES EAST, 907.3 FEET; THENCE SOUTH 31 DEGREES 34 MINUTES EAST, 500.6 FEET; THENCE SOUTH 28 DEGREES 12 MINUTES EAST, 256.6 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.248 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 2 EAST, MARION COUNTY, INDIANA; THENCE EAST 1701.6 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 2629.4 FEET; THENCE EAST, 1549.5 FEET TO THE POINT OF BEGINNING OF PARCEL 5 PERMANENT RIGHT OF WAY;

THENCE NORTH 28 DEGREES 12 MINUTES WEST, 100.6 FEET; THENCE SOUTH 70 DEGREES 50 MINUTES EAST, 121.7 FEET; THENCE SOUTH 85 DEGREES 48 MINUTES EAST, 251.0 FEET TO THE EAST PROPERTY LINE OF THE GRANOR'S LANDS; THENCE SOUTH 00 DEGREES 57 MINUTES EAST, 40.5 FEET ALONG SAID PROPERTY LINE TO THE NORTH BOUNDARY OF 52ND STREET; THENCE SOUTH 89 DEGREES 03 MINUTES WEST, 318.7 FEET ALONG SAID BOUNDARY TO THE POINT OF BEGINNING AND CONTAINING 0.457 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 2 EAST, MARION COUNTY, INDIANA; THENCE EAST, 1701.6 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 2629.4 FEET TO A POINT; THENCE EAST, 1289.2 FEET TO THE POINT OF BEGINNING OF PARCEL 5 PERMANENT-1 RIGHT OF WAY;

THENCE SOUTH 89 DEGREES 03 MINUTES WEST, 666.9 FEET ALONG THE NORTH BOUNDARY OF 52ND STREET; THENCE NORTH 78 DEGREES 51 MINUTES EAST, 101.6 FEET; THENCE NORTH 82 DEGREES 39 MINUTES EAST, 402.5 FEET; THENCE NORTH 89 DEGREES 03 MINUTES EAST, 100.0 FEET; THENCE NORTH 23 DEGREES 53 MINUTES EAST, 38.9 FEET; THENCE SOUTH 28 DEGREES 12 MINUTES EAST, 110.5 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.625 ACRES, MORE OR LESS.



Form CR-2
Rev. 5-61

Resolution (cont).

and a Right of Way Plat as shown in attached exhibit and marked "Exhibit A".

WHEREAS this matter was considered and adopted by voice vote by a quorum of the members of the Indiana State Highway Commission present at a regular meeting held in the office of the Indiana State Highway Commission in Indianapolis, Indiana, on the 5th day of October 19 62.

BE IT FURTHER RESOLVED, that a copy of this resolution be referred to the Attorney General of Indiana.

INDIANA STATE HIGHWAY COMMISSION

Form CR-3
Rev. 5-61

Offices of the Indiana State Highway Commission of
Indiana, Indianapolis, Indiana.

This is to certify that the attached and foregoing is
a full, true and complete copy of a Resolution with Right of
Way map attached affecting the lands of Harry R. and
Jacquelin A. Gullefer (H&W) R. R. # 17, Box 433,
Indianapolis 23, Indiana

in Marion County, Indiana, as the same appears in
the minutes of the Commission in the State Office Building in
the City of Indianapolis, Indiana.

IN WITNESS WHEREOF, I, M. L. Hayes Acting Secretary of the
Indiana State Highway Commission of Indiana, hereto place my
hand and seal of said Commission on this 5th day of October,
19 62.

M. L. Hayes
Acting Secretary

SEAL:

TITLE AND ENCUMBRANCE REPORT

RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S. R. 65 PROJ. I 65-3 (17) 120 COUNTY Marion

Names on Plans H. J. Gullifer

Names in Trans Book Harry R. & Jacquelin A. Gullefer

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value
Part of the E 1/2 NW 1/4 and					Land \$3,370.00
Part of the W 1/2 NE 1/4	12	16	2	36.25Ac	Imp. \$920.00
					Total \$4,290.00

No U. S. R.

LAST OWNER OF RECORD

Warranty

Deed Record 1269 p. 13 Recorded 8/7/47 Dated 7/11/47 Deed

Grantor Robert T. Bryan, Trustee

Grantee Harry R. Gullefer & Jacquelin A. Gullefer, husband & wife

Address of Grantee R. R. 17 Box 433 Indpls. 23, Ind.

MORTGAGE RECORD

Mortgage Record _____ p. _____ Amount _____ Dated _____

Mortgagor None

Mortgagee _____

JUDGMENT RECORD Yes () None () LIS PENDENS RECORD Yes () None ()

MISCELLANECUS RECORD Yes () None () EASEMENTS Yes () None ()
Item 9

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

TAXES Current Paid () 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.

UNION TITLE CO.

Dated this 13 day of Sept 1961 8 AM BY Wern E. Lundridge
Abstractor PRESIDENT

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

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

666478-A

CAPTION

-1-

Continuation of Abstract of Title to Part of the East Half of the Northwest Quarter and Part of the West Half of the Northeast Quarter of Section 12, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, towit:

Beginning on the West line of the East Half of the North West Quarter of said Section at a point 679, 25/100 feet North of the Southwest corner of said East Half Quarter and running East parallel to the South line of the North Half of said Section 12, 2091 feet; thence North 123, 75/100 feet; thence East parallel to the South line of said North Half 100 feet to the center of the Lafayette Gravel Road; thence Northwestwardly with the center of said Gravel Road 838 feet; thence West parallel to the South line of said North Half 1697 feet; to the West line of the East Half of said Northwest Quarter; thence South 802, 85/100 feet to the beginning, containing 36 1/4 acres.

Subject to any legal highways or rights of way.

Prepared for: State Highway Department of Indiana

Land Record
40 page 206
Sept. 9, 1902
Recorded
Sept. 9, 1902

Alfred J. Gullefer,
Ruth V. Gullefer, his wife,
Sarah Isabelle Spangler,
(signed Sarah Isabelle Spangler)
Franklin J. Spangler,
her husband,
Charles F. L. Gullefer and
Lillie J. Gullefer,
his wife

Quit Claim Deed

to
Nancy E. Gullefer

Part of the east half of the north west quarter and part of the west half of the northeast quarter of section 12 Township 16, north of range 2 east, described as follows:

Beginning on the west line of the east half of the north west quarter of said section at a point 679, 25/100 feet north of the southwest corner of said east half quarter and running east parallel to the south line of the north half of said section 12, 2091 feet; thence North 123, 75/100 feet; thence east parallel to the South line of said North half 100 feet to the center of the

-2-

666478-A

Lafayette gravel road; thence northwestwardly with the center of said Gravel Road 838 feet; thence west parallel to the south line of said north half 1697 feet; to the west line of the east half of said northwest quarter; thence South 802, 85/100 feet to the beginning, containing 36 1/4 acres, of which 24 54/100 Acres are in said Northwest quarter and 11 71/100 Acres in said north east quarter of said section.

Henry C. Gullefer died intestate, in said Marion County, July 7th, 1901, the owner in fee simple of the above described Real Estate and other real estate and leaving surviving him as his heirs and his only heirs at law, his wife Nancy E. Gullefer, and three children, Charles F. L. Gullefer, Alfred J. Gullefer, and Sarah Isabelle Spangler, formerly Gullefer and this deed is made for the purpose of partitioning said real estate among Decedent's heirs.

-3-

Nancy E. Gullefer died testate July 7, 1920.

Will Record
EE page 90
Probated
July 10, 1920

LAST WILL AND TESTAMENT OF NANCY E. GULLEFER, DECEASED.

I Nancy E. Gullefer, of Marion County, Indiana, being of sound and disposing mind and memory, do hereby make and publish this my last Will and Testament, and do hereby revoke and annul any former wills by me made at any time.

ITEM 1. I hereby will that all my just debts, last illness and funeral expenses, and expense of administration be first paid by my Executor hereinafter named.

ITEM 2. I will, devise and bequeath to my beloved grandson, Harry Roscoe Gullefer, absolutely and in fee simple, all of my estate real, personal and mixed of whatsoever kind and character, and wheresoever the same may be situate, of which I may die seized or possessed.

ITEM 3. I will and direct my Executor, hereinafter named, to have cut or engraved upon a certain stone monument now erected to the grave of my deceased husband, Henry C. Gullefer, my name, date of birth and of death.

ITEM 4. I hereby nominate and appoint John R. Myers, Executor of this my last Will and Testament; and I hereby request Sarah C. Myers and Hurst H. Sargent to witness and attest my mark and signature thereto.

-4-

666478-A

WITNESS my hand and signed, acknowledged and declared by me to be my last Will and Testament, this 12th day of December 1908.

Nancy E. her x mark Gullefer
Signed, acknowledged and declared by the above named, Nancy E. Gullefer, to be her last Will and Testament, in our presence, and signed by us as witnesses to her mark and signature thereto, at her request, in her presence, and in the presence of each other, this 12th day of December, 1908.

Witnesses to mark and signature.

Sarah C. Myers
Hurst H. Sargent

IN THE PROBATE COURT OF MARION COUNTY

IN THE MATTER OF THE ESTATE OF NANCY E. GULLEFER, DECEASED.
July 10, 1920. John R. Myers duly appointed and qualified as Executor, of the last will and testament of Nancy E. Gullefer, deceased, by Clerk in Vacation of Court.

July 30, 1920. Proof of notice of appointment filed.
September 7, 1920. Action of Clerk in Vacation of Court. Approved and confirmed by Court. Order Book 65 page 387.

August 6, 1921. Verified final report filed.
October 1, 1921. Proof of posting of final notice filed, final report approved and estate closed, Order Book 71 page 273.

Final Report Record 59 page 743.
Note: Entry on final report reads in part as follows, to wit: that all of decedent's debts have been paid and discharged; that said decedent left Harry R. Gullefer, a Minor as sole beneficiary under her last will and testament, that Executor is also the duly qualified guardian of said Minor.

That the inheritance tax assessed against said estate has been paid.

ABSTRACTOR'S NOTE: Schedule of property of said decedent filed with the Inheritance Tax Appraiser for Inheritance Tax Appraisement lists Part of West 1/2 of Sec. 12-16-4- 36 acres, as an asset of said estate. Said Schedule further shows the gross value of said decedent's estate to be \$7,675.00.

666478-A

IN THE PROBATE COURT OF MARION COUNTY

Guardian's Docket
11 page 96

IN THE MATTER OF THE GUARDIANSHIP OF HARRY GULLEFER,
A MINOR.

-6-

September 14, 1908. John R. Myers was duly appointed and qualified as guardian of Harry Gullefer, age 4.

Order Book 5 page 563.

March 25, 1925. Final report filed, approved and guardianship closed.

Order Book 94 page 193.

Town Lot Record
1269 page 12
Inst. #43250
July 11, 1947
Recorded
Aug. 7, 1947

Harry R. Gullefer, and
Jacquelin A. Gullefer,
his wife

Warranty Deed

to

Robert T. Bryan, Trustee
for the purpose of re-
conveyance to joint title

-7-

Part of the East 1/2 of the Northwest 1/4 and part of the West 1/2 of the Northeast 1/4 of Section 12, Township 16 North, Range 2 East, more particularly described as follows:

Beginning at the southwest corner of the east 1/2 of the northwest 1/4 of the said Section 12, thence east on and along the south line of the the north half of the said Section 12, 2189.5 feet to a point; thence north 803 feet to a point in the center line of the Lafayette Road; thence northwesterly on and along the center line of the said Road 838 feet to a point; thence west parallel with the south line of the north half of said Section 12, 1697 feet to a point in the west line of the East 1/2 of the northwest 1/4 of said Section 12, thence south on and along the said west line 1481.50 feet to the place of beginning, containing 70.685 acres of which 25.395 acres are in the west 1/2 of the northeast 1/4 and 45.29 acres are in the east 1/2 of the northwest 1/4, subject, however, to all legal highways or rights of way.

This deed is executed by the grantors herein to the grantee herein for the purpose of immediate re-conveyance by the grantee herein to joint title in the grantors herein.

Proper citizenship clause is attached.

666478-A

Town Lot Record
1269 page 13
Inst. #43251
July 11, 1947
Recorded
Aug. 7, 1947

Robert T. Bryan, Trustee
to
Harry R. Gullefer and
Jacquelin A. Gullefer,
husband and wife

Warranty Deed

Part of the East 1/2 of the Northwest 1/4 and part of the West 1/2 of the Northeast 1/4 of Section 12, Township 16 North, Range 2 East, more particularly described as follows:

Beginning at the southwest corner of the east 1/2 of the northwest 1/4 of the said Section 12, thence east on and along the south line of the the north half of the said Section 12, 2189.5 feet to a point; thence north 803 feet to a point in the center line of the Lafayette Road; thence northwesterly on and along the center line of the said Road 838 feet to a point; thence west parallel with the south line of the north half of said Section 12, 1697 feet to a point in the west line of the East 1/2 of the northwest 1/4 of said Section 12, thence south on and along the said west line 1481.50 feet to the place of beginning, containing 70.685 acres of which 25.395 acres are in the west 1/2 of the northeast 1/4 and 45.29 acres are in the east 1/2 of the northwest 1/4, subject, however, to all legal highways or rights of way.

The execution of this deed by the Grantor herein and its acceptance by the grantees herein fully closed a trusteeship created in a deed of like date for the above described real estate.

Proper citizenship clause is attached.

Town Lot Record
1791 page 139
Instr. #6405
Nov. 23, 1959
Recorded
Jan. 26, 1960

Harry R. Gullefer and
Jacquelin A. Gullefer,
husband and wife
to
Indianapolis Power &
Light Company

Easement
(U. S. R. \$24.20)

A perpetual right-of-way and easement, with the right, privilege and authority in the Grantee, its successors and assigns, to construct, reconstruct, repair, operate, patrol, maintain and remove one or more electric transmission lines, for the transmission and distribution of electric energy or other power or energy, said transmission lines to consist of wood or metal supporting structures, in such number as the Grantee deems necessary, towers, tower foundations, pole structures, poles, anchors, wires, cables, guys, stubs and other appliances or fixtures used in the construction of electric transmission lines, upon, along, over, under and across the following described land, owned by the Grantor(s), situate in the County of Marion, Indiana.

666478-A

A parcel of land located in the east half of the northwest quarter and the west half of the northeast quarter of Section 12, Township 16 North, Range 2 East of the Second Principal Meridian, in Pike Township, Marion County, Indiana, being of the uniform width of 175 feet, lying 50 feet on the south side and 125 feet on the north side of a survey line, which is more particularly described as follows, to-wit:

Beginning at a point in the grantor's west line, being, also, the west line of said east half quarter section, said point being 667.6 feet north of the southwest corner thereof, and running thence north 80 degrees 18 minutes 30 seconds East, 15.9 feet; thence north 89 degrees 56 minutes 30 seconds east, 2177.6 feet to a point in the grantor's east line, said point being 858.5 feet east and 690.6 feet north of the southwest corner of said west half quarter section, including that part of the southwesterly half of the right of way of U. S. Highway 52 which lies west of the grantor's east line, extended, and containing 8.812 acres.

Together with the right, privilege and authority, (1) of ingress and egress for the employees, contractors, agents and representatives of the Grantee, to, from and over said land or over adjoining lands of the Grantor(s), (2) to cut, trim, transplant or entirely remove any and all trees, overhanging branches, shrubbery, growing plants or other obstructions, natural or otherwise, within the above described tract of land or situated on adjoining lands, where the same are a source of danger to or interference with the installation, operation and maintenance of the line or lines and equipment of the Grantee, and (3) to do all other acts and things requisite, necessary or convenient for the full enjoyment of the right-of-way and easement hereby granted.

The right of the grantee to enter upon said land at any time to erect the initial line or any additional lines and supporting structures or to replace, maintain, reconstruct, repair or inspect any part of said line or lines shall not be lost, forfeited, surrendered or abandoned by failure of the Grantee to occupy or use any portion of said land for any length of time.

Provided that the Grantor(s) reserve unto themselves the full use and enjoyment of said land insofar as it shall not obstruct or interfere with the full use and enjoyment of the right-of-way and easement hereby granted, including the right to cultivate the land within the right-of-way. The Grantor(s) shall not, however, erect or maintain any buildings, improvements or structures of any kind upon the land excepting fences not to exceed eight feet in height.

This conveyance is made in consideration of the payment of the sum of \$10.00 to the said Grantor(s), receipt of which is hereby acknowledged and upon condition that the additional sum of \$21,990.00 be paid to be said Grantor(s) on or before the 15th day of January, 1960, and on failure to pay such additional sum on or before said date, the right-of-way and easement hereby granted shall terminate.

666478-A

Any damages to the crops, gates, drains or fences of the Grantor(s), or the heirs, legal representatives, assigns or tenants of the Grantor(s), occasioned by the construction of said transmission line or lines or subsequent acts of the employees of the Grantee, its successors or assigns, in the use and enjoyment of said easement, shall be promptly paid by the Grantee, its successors or assigns, provided claims for such damages, if any, are filed with the Grantee, its successors or assigns, within 60 days after such damages occur.

The Grantor(s) hereby covenant that they are the owner(s) in fee simple of said land, are lawfully seized thereof, and have good right to grant and convey the foregoing easement therein, and they guarantee the quiet possession thereof, that the said land is free from all encumbrances, and that the Grantor(s) will warrant and defend the Grantee's title to the said easement against all lawful claims.

Instrument shows name of person preparing same.

Old Age Assistance
Search

-10-

Examination has been made, as to the persons in title subsequent to May 1, 1947, for liens shown by notices of Old Age Assistance, filed in the Office of the Recorder of Marion County, as provided by the Acts concerning Public Welfare, effective May 1, 1947.

Juvenile Court
Search

-11-

Examination has been made, as to the persons named under the heading of Judgment Search, and for the period so specified under said search, for judgments, as appear from the General Judgment Dockets of the Juvenile Court of Marion County, as said dockets are now entered up.

Note: Search has been made for the 10 years last past as to the persons listed below, irrespective of dates given.

666478-A

Judgment Search

-12-

Examination made for judgments entered against the following named parties, the search being made and limited according to the names exactly as set forth herein and not otherwise:

Harry R. Gullefer
and
Jacquelin A. Gullefer,
jointly and
not individually

for the 10 years
last past and
against none other.

-13-

Taxes for the year 1959 and prior years paid in full.

-14-

Taxes for the year 1960 on the real estate for which this Abstract is prepared are assessed in the name of Harry R. & Jacquelin A. Gullefer and are due and payable on or before the first Mondays in May and November of 1961.

General Tax Duplicate Nos. 106629-30, Pike Township, Parcel Nos. 1054-5.

May Installment \$128.31 Paid.

November Installment \$128.31 Unpaid.

Assessed Valuation;

Land \$3,370.00 Improvements \$920.00 Exemption None

-15-

Taxes for the year 1961 now a lien.

INDIANA STATE HIGHWAY COMMISSION
DIVISION OF LAND ACQUISITION

STATEMENT OF REVIEW OF BUREAU OF ROAD'S DEDUCTIONS

SUBJECT: Bureau of Public Roads Citation on Project I-65-3(17) SR-65 dated
January 9, 1964, Marion County.

COUNTY Marion PROJECT I-65-3(17) PARCEL #5

AMOUNT DEDUCTED FROM STATE CLAIM \$131,025.00
AMOUNT OF RECLAIM 121,600.00
AMOUNT OF DEDUCTION CONCURRED IN 9,425.00

COMMENTS: PAGE 1 OF 1

Concurrence

Parcel #5:

Bull Court Appraisers Award paid to Clerk of Court on 12/28/62 and included in
2nd Partial Claim to Bureau of Public Roads, dated 6/13/63- - - - - \$61,426.00
Less: Judgment Settlement dated 3/20/63 - - - - - 52,000.00
REBATE TO STATE - - - - - \$ 9,425.00

LSW:ild

REVIEWED BY Loren S. Winkler DATED Mar. 16, 1964
Loren S. Winkler, Administrative Ass't.

RECOMMENDED FOR APPROVAL Wm. H. Hought DATED 3-17-64
Wm. H. Hought, Appraiser Chief

APPROVED Charles I. Sheets DATED 3-18-64
Charles I. Sheets, Chief
Division of Land Acquisition

CC to Mr. H. G. Oakes (2)

✓ Control (R/W)

File

22 JANUARY 1964 ROW

9 1964

U. S. Dept. of Commerce
Bureau of Public Roads

Mr. R. R. Shipley,
State Highway Commissioner

Indianapolis, Indiana

Date: January 8, 1964

Reimbursed to company

Final

Voucher No. 2 for the State of Indiana

Project I-65-3(17)

Amount Submitted \$ 253,293.00

Amount Deducted 117,923.00 * ← R/W

Amount Allowable \$ 135,370.00

CC: OAKES

GREEN

WINKLER

Audit has been completed on the above voucher and the following action is being taken:

Voucher passed for payment as submitted.

Deductions taken as explained ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ under remarks

in the total amount of \$ 131,025.00

Harry W. Samuelson, Jr.
(Signature)

HARRY W. SAMUELSON, JR.
Administrative Manager

(Name and Title - typed)

Remarks: Parcel 5 was condemned and settled by final court judgment in the amount of \$52,000.00. The amount claimed by the State is \$61,425.00 which represents the amount of the court deposit. Therefore, \$9,425.00 of the claim is unsupported and ineligible for reimbursement. Also, all supporting documents pertaining to the acquisition of Parcel 31 were unavailable for audit on September 12, 1963, so \$121,600.00 is being deducted on this parcel in addition to the \$9,425.00 on parcel 5. Since this voucher was paid prior to audit on BFR Schedule No. 102 dated 9-10-63 for \$253,293.00, it will be necessary to credit this project on the next consolidated voucher for \$117,923.00 in order to collect the overpayment.

Collected on State Voucher No. _____

BFR Schedule No. _____ dated _____

Amount Collected \$ _____

JOANN


INFORMATIONAL ONLY. ON OUR NEXT CONSOLIDATED VOUCHER, BUREAU
will be credited for \$ 117,923.00

(Voucher # 214)

1

PARCEL NO. 5 L.A., 5 Perm & 5 Perm-1 OWNER: Harry R. GULLEFER et ux
PROJECT NO. I-65-3(17)120 DRAWN BY John G. ... CHECKED BY THGILL
ROAD I-65 DEED RECORD 1269 PAGE 13 DTD., 7-11-47

COUNTY : Marion
SECTION : 12
T : 16 N
R : 2 E

 CROSSHATCHED
AREA IS
APPROX. TAKE

SCALE: 1" = 330 ft
= 20 rds.

