

DEED OF CONVEYANCE

Project 1-65-3(17)120
Code 0002
Parcel 1

Noted

This Indenture Witnesseth, That THE CITY OF INDIANAPOLIS FOR THE USE AND BENEFIT OF ITS PARK DEPARTMENT AND ITS BOARD OF PARK COMMISSIONERS

of MARION County, in the State of INDIANA Convey [REDACTED] to

the STATE OF INDIANA for and in consideration of FORTY-ONE THOUSAND NINE HUNDRED FORTY-EIGHT AND NO/100 (\$41,948.00)-----Dollars,

the receipt whereof is hereby acknowledged, the following described Real Estate in MARION County in the State of Indiana, to wit:

A PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 16 NORTH, RANGE 2 EAST, MARION COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTHWESTERN BOUNDARY OF INTERSTATE 65 A DISTANCE OF 2,336 FEET NORTHERLY (ALONG THE WEST LINE OF SAID QUARTER SECTION) AND 173.1 FEET EASTERLY (AT RIGHT ANGLES TO SAID WEST LINE) FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 37 DEGREES 09 MINUTES 30 SECONDS EAST 506.8 FEET ALONG SAID SOUTHWESTERN BOUNDARY TO A SOUTH LINE OF THE OWNER'S LANDS; THENCE WESTERLY 15.1 FEET ALONG SAID SOUTH LINE; THENCE NORTH 36 DEGREES 20 MINUTES WEST 98.6 FEET; THENCE NORTH 36 DEGREES 52 MINUTES WEST 109.1 FEET; THENCE NORTH 35 DEGREES 11 MINUTES WEST 290 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.085 ACRES, MORE OR LESS.

ALSO, A PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 16 NORTH, RANGE 2 EAST, MARION COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE EAST-ERLY 1,701.6 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 646.8 FEET; THENCE WEST 209 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT OF BEGINNING BEING ON A NORTHWESTERN LINE OF A CERTAIN EASEMENT CONVEYED JULY 17, 1945 TO THE STATE OF INDIANA AND AS EVIDENCED IN DEED RECORD 1404, PAGE 406, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA: THENCE SOUTH 33 DEGREES 37 MINUTES WEST 281.9 FEET ALONG THE NORTHWESTERN LINE OF SAID EASEMENT; THENCE NORTH 25 DEGREES 53 MINUTES WEST 175.7 FEET; THENCE NORTH 28 DEGREES 14 MINUTES WEST 495.1 FEET; THENCE NORTH 30 DEGREES 54 MINUTES WEST 99 FEET; THENCE NORTH 31 DEGREES 24 MINUTES WEST 99 FEET; THENCE NORTH 31 DEGREES 54 MINUTES WEST 99 FEET; THENCE NORTH 32 DEGREES 16 MINUTES WEST 52.4 FEET TO A NORTH LINE OF THE OWNER'S LANDS; THENCE EASTERLY 60.6 FEET ALONG SAID NORTH LINE TO A SOUTHWESTERN BOUNDARY OF INTERSTATE 65; THENCE SOUTH 37 DEGREES 09 MINUTES 30 SECONDS EAST 159.1 FEET ALONG THE SOUTHWESTERN BOUNDARY OF INTERSTATE 65 TO A SOUTHEASTERN BOUNDARY OF INTERSTATE 65; THENCE NORTH 52 DEGREES 50 MINUTES 30 SECONDS EAST 159 FEET ALONG SAID SOUTHEASTERN BOUNDARY TO A SOUTHWESTERN BOUNDARY OF U.S.R. 52; THENCE SOUTH 37 DEGREES 09 MINUTES EAST 8.5 FEET ALONG THE SOUTHWESTERN BOUNDARY OF U.S.R. 52; THENCE SOUTH 31 DEGREES 19 MINUTES EAST 69.5 FEET ALONG THE SOUTHWESTERN BOUNDARY OF U.S.R. 52; THENCE SOUTH 30 DEGREES 54 MINUTES EAST 101 FEET ALONG THE SOUTHWESTERN BOUNDARY OF U.S.R. 52; THENCE SOUTH 30 DEGREES 00 MINUTES EAST 494.1 FEET; THENCE SOUTH 29 DEGREES 41 MINUTES EAST 52.6 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.366 ACRES, MORE OR LESS.

ALSO, A PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 16 NORTH, RANGE 2 EAST, MARION COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH BOUNDARY OF 56TH STREET EASTERLY 1,850.8 FEET (ALONG THE SOUTH LINE OF SAID QUARTER SECTION) AND NORTHERLY 16.3 FEET (AT RIGHT ANGLES TO SAID SOUTH LINE) FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE WESTERLY 320.9 FEET ALONG SAID NORTH BOUNDARY; THENCE NORTH 25 DEGREES 53 MINUTES WEST 326.7 FEET TO A SOUTHEASTERN LINE OF A CERTAIN EASEMENT CONVEYED JULY 17, 1945 TO THE STATE OF INDIANA AND AS EVIDENCED IN DEED RECORD 1404, PAGE 406, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA; THENCE NORTH 33 DEGREES 37 MINUTES EAST 290.4 FEET ALONG THE SOUTHEASTERN LINE OF SAID EASEMENT; THENCE SOUTH 29 DEGREES 41 MINUTES EAST 611.3 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.910 ACRES, MORE OR LESS.

Paid by Warrant No. *0-302208*

(CONTINUED ON PAGE 2)

Dated *MAY 4* 19 *70* Page 1

Nenny V. Dein
attorney at law

PROJECT 1-65-3(17)120
CODE 0002
PARCEL 1

TOGETHER WITH THE PERMANENT EXTINGUISHMENT OF ALL RIGHTS AND EASEMENTS OF INGRESS AND EGRESS TO, FROM, AND ACROSS THE LIMITED ACCESS FACILITY (TO BE KNOWN AS INTERSTATE 65 AND AS PROJECT 1-65-3(17)120) TO AND FROM THE OWNER'S ABUTTING LANDS. THIS RESTRICTION SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON ALL SUCCESSORS IN TITLE TO THE SAID ABUTTING LANDS.

THE ABOVE CONVEYANCE IS PURSUANT TO ORDINANCE No. 2 AUTHORIZING THE SALE OF THE AFORE-DESCRIBED REAL ESTATE WHICH ORDINANCE HAS BEEN DULY PASSED BY THE CITY COUNCIL OF INDIANAPOLIS, INDIANA, ON APRIL 5, 1967.

70 24340

RECEIVED FOR RECORD
 '70 JUN 12 AM 7:18
 HARCIA H. HATHORNE
 RECORDER OF MARION COUNTY

Land and improvements \$..... Damages \$..... Total consideration \$ 41,948.00

The grantor shall clear and convey free of all leases, licenses, or other interests both legal and equitable, and all encumbrances of any kind or character on, in and under said land as conveyed.

It is understood between the parties hereto, and their successors in title, and made a covenant herein which shall run with the land, that all lands hereinbefore described (excepting any parcels specifically designated as easements or as temporary rights of way) are conveyed in fee simple and not merely for right of way purposes, and that no reversionary rights whatsoever are intended to remain in the grantor(s).

And further states that said grantors do hereby represent and state that they are each citizens of the United States of America, and that said citizenship has existed continuously since prior to April 8, 1940; that they have been domiciled and residing continuously within the United States since prior to April 8, 1940; that they are not acting directly or indirectly in any capacity whatsoever for any foreign country or national thereof; that there is no one other than above grantor(s) who has (have) had any proprietary right, title or interest in the above described real estate, either directly or indirectly, during grantors ownership, that these representations and statements are made under oath to induce the acceptance of this deed of conveyance.

In Witness Whereof, the said GRANTOR by and through its BOARD OF PARK
 Commissioners
 has hereunto set its hand and seal, this 8th day of APRIL 1967

Ronald M. Corn (Seal) (Seal)
 Judson F. Haggerty (Seal) (Seal)
 John L. Budgett (Seal) (Seal)
 George Miller (Seal) (Seal)
 Michael T. Nigan (Seal) (Seal)

MEMBER OF THE BOARD (Seal)
 OF PARK COMMISSIONERS (Seal)
 CITY OF INDIANAPOLIS (Seal)

DULY ENTERED FOR TAXATION
 006306 JUN 12 1970

STATE OF INDIANA, Marion County, ss:
 Before me, the undersigned, a Notary Public in and for said County and State, this 8th day of April, A. D. 1968; personally appeared the within named Ronald M. Corn, VICE PRESIDENT, BOARD OF PARK COMMISSIONERS, CITY OF INDIANAPOLIS Grantor in the above conveyance, and acknowledged the same to be his voluntary act and deed, for the uses and purposes herein mentioned. I have hereunto subscribed my name and affixed my official seal.
 My Commission expires March 20, 1970 Ellis P. Scott Notary Public

STATE OF INDIANA, Marion County, ss:
 Before me, the undersigned, a Notary Public in and for said County and State, this 8th day of April, A. D. 1968; personally appeared the within named Judson F. Haggerty, MEMBER, BOARD OF PARK COMMISSIONERS, CITY OF INDIANAPOLIS Grantor in the above conveyance, and acknowledged the same to be his voluntary act and deed, for the uses and purposes herein mentioned. I have hereunto subscribed my name and affixed my official seal.
 My Commission expires March 20, 1970 Ellis P. Scott Notary Public

STATE OF INDIANA, Marion County, ss:
 Before me, the undersigned, a Notary Public in and for said County and State, this 8th
 day of April, A. D. 1968; personally appeared the within named
John L. Bulger, Jr MEMBER, BOARD OF PARK COMMISSIONERS,
CITY OF INDIANAPOLIS Grantor in the above conveyance, and acknowl-
 edged the same to be his voluntary act and deed, for the uses and purposes herein mentioned.
 I have hereunto subscribed my name and affixed my official seal.
 My Commission expires Oct. 1, 1971 Elmer R Solder Notary Public
Elmer R Solder

STATE OF INDIANA, Marion County, ss:
 Before me, the undersigned, a Notary Public in and for said County and State, this 8th
 day of April, A. D. 1968; personally appeared the within named
Jerry A. Oliver MEMBER, BOARD OF PARK COMMISSIONERS,
CITY OF INDIANAPOLIS Grantor in the above conveyance, and acknowl-
 edged the same to be his voluntary act and deed, for the uses and purposes herein mentioned.
 I have hereunto subscribed my name and affixed my official seal.
 My Commission expires March 20, 1970 Ellis P. Scott Notary Public
Ellis P. Scott

STATE OF INDIANA, Marion County, ss:
 Before me, the undersigned, a Notary Public in and for said County and State, this 8th
 day of March, A. D. 1968; personally appeared the within named
Michael T. Dugan MEMBER, BOARD OF PARK COMMISSIONERS,
CITY OF INDIANAPOLIS Grantor in the above conveyance, and acknowl-
 edged the same to be his voluntary act and deed, for the uses and purposes herein mentioned.
 I have hereunto subscribed my name and affixed my official seal.
 My Commission expires March 20, 1970 Ellis P. Scott Notary Public
Ellis P. Scott

The undersigned, owner of a mortgage and/or lien on the land herein conveyed, hereby releases from said mortgage and/or lien said conveyed land, and does hereby consent to the payment of the consideration therefor as directed in this transaction, this _____ day of _____, 19_____

_____. (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

State of _____ }
 County of _____ } ss: 70 24340

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

DEED OF CONVEYANCE

FROM _____

TO _____

STATE OF INDIANA

Received for record this _____ day of _____, 19_____
 at _____ o'clock _____ m, and _____ page.
 Recorded in Book No. _____ Recorder _____ County _____

Endorsed NOT TAXABLE this _____ day of _____, 19_____
 Auditor _____ County _____

Division of Land Acquisition
 Indiana State Highway Commission

RECEIVED FOR RECORD
 '70 JUN 12 AM 7:18
 HARCIA M. HARTHORNE
 RECORDER OF MARION COUNTY

Land and improvements \$..... Damages \$..... Total consideration \$ 41,948.00

The grantor shall clear and convey free of all leases, licenses, or other interests both legal and equitable, and all encumbrances of any kind or character on, in and under said land as conveyed.

It is understood between the parties hereto, and their successors in title, and made a covenant herein which shall run with the land, that all lands hereinbefore described (excepting any parcels specifically designated as easements or as temporary rights of way) are conveyed in fee simple and not merely for right of way purposes, and that no reversionary rights whatsoever are intended to remain in the grantor(s).

And further states that said grantors do hereby represent and state that they are each citizens of the United States of America, and that said citizenship has existed continuously since prior to April 8, 1940; that they have been domiciled and residing continuously within the United States since prior to April 8, 1940; that they are not acting directly or indirectly in any capacity whatsoever for any foreign country or national thereof; that there is no one other than above grantor(s) who has (have) had any proprietary right, title or interest in the above described real estate, either directly or indirectly, during grantors ownership, that these representations and statements are made under oath to induce the acceptance of this deed of conveyance.

In Witness Whereof, the said GRANTOR by and through its BOARD OF PARK
 Commissioners
 has hereunto set its hand and seal, this 8th day of APRIL 1967

Ronald M. Corn (Seal) (Seal)
Judson F. Haggerty (Seal) (Seal)
John L. Budgett (Seal) (Seal)
Gary Keller (Seal) (Seal)
Michael J. Hagan (Seal) (Seal)
 MEMBER OF THE BOARD (Seal) (Seal)
 OF PARK COMMISSIONERS, (Seal) (Seal)
 City of INDIANAPOLIS (Seal) (Seal)

DULY ENTERED FOR TAXATION
 006306 JUN 12 '70
 COUNTY CLERK

STATE OF INDIANA, Marion County, ss:
 Before me, the undersigned, a Notary Public in and for said County and State, this 8th
 day of April, A. D. 1968; personally appeared the within named
Ronald M. Corn, VICE PRESIDENT, BOARD OF PARK COMMISSIONERS,
CITY OF INDIANAPOLIS Grantor in the above conveyance, and acknowl-
 edged the same to be his voluntary act and deed, for the uses and purposes herein mentioned.
 I have hereunto subscribed my name and affixed my official seal.
 My Commission expires March 20, 1970 Ellis P. Scott Notary Public

STATE OF INDIANA, Marion County, ss:
 Before me, the undersigned, a Notary Public in and for said County and State, this 8th
 day of April, A. D. 1968; personally appeared the within named
Judson F. Haggerty, MEMBER, BOARD OF PARK COMMISSIONERS,
CITY OF INDIANAPOLIS Grantor in the above conveyance, and acknowl-
 edged the same to be his voluntary act and deed, for the uses and purposes herein mentioned.
 I have hereunto subscribed my name and affixed my official seal.
 My Commission expires March 20, 1970 Ellis P. Scott Notary Public

*** STATUS REPORT ***

PROJECT NO. I-65-3 (17)

PARCEL NO. 1

STATE ROAD NO. I-65

COUNTY Marion

THIS PARCEL WAS PURCHASED AS FOLLOWS:

DATE 4-13-70

NAME OF OWNER The City Of Indianapolis for The Use And Benefit Of Its Park
Department And Its Board Of Park Commissioners
ADDRESS 1426 West 29th, St, Indianapolis, Ind.

THIS IS A: ()-TOTAL TAKE, (X)-PARTIAL TAKE, ()-TOTAL TAKE WITH EXCESS LAND

- 1. LAND AND IMPROVEMENTS-----\$ 41,948.00
- 2. DAMAGES-----\$ None
- 3. TOTAL CONSIDERATION PAID-----\$ 41,948.00
- 4. SALVAGE VALUE OF RETAINED IMPROVEMENTS-----\$ None
- 5. APPROVED APPRAISAL OFFER-----\$ 41,948.00

DESCRIPTION OF BUILDINGS, STRUCTURES, SIGNS, AND LAND IMPROVEMENTS IN RIGHT-OF-WAY:

No improvements - Bare land

ADDRESS OR LOCATION OF ABOVE LISTED ITEMS IN THE RIGHT-OF-WAY: _____

None

APPROVED W. Hooten

Signed B.R. Souder
(Negotiator)

PROJECT NO. I-65-3(17)

BUYER'S REPORT NUMBER: 2 COUNTY Marion PARCEL NO. 1

NAME & ADDRESS OF OWNER The City of Indianapolis Park Dept.
1426 W. 29th St. Indianapolis Ind. PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED _____
PHONE # _____

(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 3-31-70 DATE OF CONTACT 4-13-70 TIME OF CONTACT _____

OFFER \$ 41,948.00 TYPE OF CONTACT: () PERSONAL VISIT () TELEPHONE CALL
Write, YES, NO or NA (for Not Applicable), as appropriate, in each numbered blank space:

- | | |
|--|--|
| 1. <input checked="" type="checkbox"/> Checked Abstract with owner? | 12. <input checked="" type="checkbox"/> Secured driveway right of entry? |
| 2. <input checked="" type="checkbox"/> Any affidavits taken? | 13. <input checked="" type="checkbox"/> Mailed Daily Notice to Relocation Section. (thru Control Section)? |
| 3. <input checked="" type="checkbox"/> Any mortgage(s)? | LEFT FOLLOWING PAPERS WITH OWNERS: |
| 4. <input checked="" type="checkbox"/> Any other liens, judgments, etc.? | 14. <input checked="" type="checkbox"/> Written offer? |
| 5. <input checked="" type="checkbox"/> Showed plans? Explained take? | 15. <input checked="" type="checkbox"/> Retention Letter? |
| 6. <input checked="" type="checkbox"/> Explained about retentions? | 16. <input checked="" type="checkbox"/> Transfer of Property Letter? |
| 7. <input checked="" type="checkbox"/> Any major item retained? | 17. <input checked="" type="checkbox"/> Tax Memo (interim period)? |
| 8. <input checked="" type="checkbox"/> Any minor items retained? | 18. <input checked="" type="checkbox"/> Receipt of Deed? |
| 9. <input checked="" type="checkbox"/> Walked over property? | 19. <input checked="" type="checkbox"/> Copy of Deed? |
| 10. <input checked="" type="checkbox"/> Arranged for owner to pay taxes? | 20. <input checked="" type="checkbox"/> Private appraisal letter? |
| 11. <input checked="" type="checkbox"/> Secured Right of Entry? | |

REMARKS: According to the information in an administrative letter enclosed and signed by Mr. Winkler, I have completed the parcel for processing. I added the following necessary work to the parcel -

1. Dated and signed Claim Voucher
2. Added the Park Dept. office address
3. Prepared Status report
4. Prepared Land Agents Certificate

Status of Parcel : ()-Secured, ()-Condemned, ()-Other (Explain):

- Distribution Made
- (1) Parcel (1) Weekly Summary
 - () Owner () Attorney
 - () Broker () Other, specify:

B. R. Souders
(Signature)

Control - for Project file

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division (3-70)

BUYER'S REPORT

PROJECT NO. I-65-347

COUNTY M Marion PARCEL NO. 1

NAME & ADDRESS OF OWNER City of Indianapolis Park Board
1426 W. 29th St. Indpls. PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED _____

PHONE # _____

(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 4-21-70 DATE OF CONTACT 4/21-70 TIME OF CONTACT 10:30 AM

OFFER \$ now TYPE OF CONTACT: ()-PERSONAL VISIT, ()-TELEPHONE CALL
Write, YES, NO or NA (for Not Applicable), as appropriate, in each numbered blank space:

- | | | | |
|------------------------------|-----------------------------------|------------------------------------|--|
| 1. <input type="checkbox"/> | Checked Abstract with owner? | 12. <input type="checkbox"/> | Secured driveway right of entry? |
| 2. <input type="checkbox"/> | Any affidavits taken? | 13. <input type="checkbox"/> | Sent Daily Notice to Relocation Section. |
| 3. <input type="checkbox"/> | Any mortgage(s)? | LEFT FOLLOWING PAPERS WITH OWNERS: | |
| 4. <input type="checkbox"/> | Any other liens, judgments, etc.? | 14. <input type="checkbox"/> | Written offer? |
| 5. <input type="checkbox"/> | Showed plans? Explained take? | 15. <input type="checkbox"/> | Retention Letter? |
| 6. <input type="checkbox"/> | Explained about retentions? | 16. <input type="checkbox"/> | Transfer of Property Letter? |
| 7. <input type="checkbox"/> | Any major item retained? | 17. <input type="checkbox"/> | Tax memo (interim period)? |
| 8. <input type="checkbox"/> | Any minor items retained? | 18. <input type="checkbox"/> | Receipt of Deed? |
| 9. <input type="checkbox"/> | Walked over property? | 19. <input type="checkbox"/> | Copy of Deed? |
| 10. <input type="checkbox"/> | Arranged for owner to pay taxes? | 20. <input type="checkbox"/> | Private appraisal letter? |
| 11. <input type="checkbox"/> | Secured Right of Entry? | 21. <input type="checkbox"/> | Brochure, "Relocation & You?" |

REMARKS: contacted Mr. John L. Bulger Jr. and
verified his signature on deed.
Notarized same.

Status of Parcel : ()-Secured, ()-Condemned, ()-Other (Explain):

Distribution Made

- | | |
|------------|---------------------|
| (1) Parcel | (1) Weekly Summary |
| () Owner | () Attorney |
| () Broker | () Other, specify: |

E.R. Souder
(Signature)

April 1-2-70

PROJECT NO. I-65-3 (17)

COUNTY Marion PARCEL NO. 1

NAME & ADDRESS OF OWNER Indph. Park Board

Indph. Ind. PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED _____

PHONE # _____

(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 3-31-70 DATE OF CONTACT _____ TIME OF CONTACT _____

OFFER \$ none TYPE OF CONTACT: ()-PERSONAL VISIT, ()-TELEPHONE CALL
Write, YES, NO or NA (for Not Applicable), as appropriate, in each numbered blank space:

- | | | | |
|------------------------------|-----------------------------------|------------------------------------|--|
| 1. <input type="checkbox"/> | Checked Abstract with owner? | 12. <input type="checkbox"/> | Secured driveway right of entry? |
| 2. <input type="checkbox"/> | Any affidavits taken? | 13. <input type="checkbox"/> | Sent Daily Notice to Relocation Section. |
| 3. <input type="checkbox"/> | Any mortgage(s)? | LEFT FOLLOWING PAPERS WITH OWNERS: | |
| 4. <input type="checkbox"/> | Any other liens, judgments, etc.? | 14. <input type="checkbox"/> | Written offer? |
| 5. <input type="checkbox"/> | Showed plans? Explained take? | 15. <input type="checkbox"/> | Retention Letter? |
| 6. <input type="checkbox"/> | Explained about retentions? | 16. <input type="checkbox"/> | Transfer of Property Letter? |
| 7. <input type="checkbox"/> | Any major item retained? | 17. <input type="checkbox"/> | Tax memo (interim period)? |
| 8. <input type="checkbox"/> | Any minor items retained? | 18. <input type="checkbox"/> | Receipt of Deed? |
| 9. <input type="checkbox"/> | Walked over property? | 19. <input type="checkbox"/> | Copy of Deed? |
| 10. <input type="checkbox"/> | Arranged for owner to pay taxes? | 20. <input type="checkbox"/> | Private appraisal letter? |
| 11. <input type="checkbox"/> | Secured Right of Entry? | 21. <input type="checkbox"/> | Brochure, "Relocation & You?" |

REMARKS: Working with Mrs. O'Connell processing the above parcel.

Status of Parcel : ()-Secured, ()-Condemned, ()-Other (Explain):

Distribution Made

- | | |
|------------|---------------------|
| (1) Parcel | (1) Weekly Summary |
| () Owner | () Attorney |
| () Broker | () Other, specify: |

B. R. Souder
(Signature)

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 V-65-3(17) PARCEL # 1

OWNER Lela Bragg PHONE # Johnson phone, Me 22471

Attorney Emshy Johnsons legal Guardian for
(Other interested parties and relationship)
Lela Bragg.

Atty Johnson address Ind City Indianapolis
ADDRESS OF OWNER Not Known

DATE ASSIGNED 5/18/1962

DATE OF CONTACT 5/21/1962

TIME OF CONTACT 1:30 P.M.

DATE OF PREVIOUS CONTACT _____

OFFER \$ _____

DETAIL CONTACT* Made appt With Mr Johnsons for
11:30 Friday 25th May

appt. kept and Mr Johnson agrees to
price and I will execute Grant and
Claim Vouchers after correction of legal

ACTION TAKEN** description and process same.
(Secured but Not Processed)
Waiting for Court order for Mr. Johnson
to sign Grant for Lela Bragg

SIGNED Thomas Johnson

* 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.

PARCEL 1A L.A.

LINE	BEARING	DISTANCE
1-2	S37°09'30"E	204.8'
2-3	N89°10'W	15.1'
3-4	N36°20'W	98.6'
4-5	N36°52'W	109.1'
5-1	N35°11'W	290.0'

PARCEL 1A L.A.

LINE	BEARING	DISTANCE
6-7	S33°37'W	281.9'
7-8	N25°53'W	175.7'
8-9	N28°14'W	49.51'
9-10	N30°54'W	99.0'
10-11	N31°24'W	99.0'
11-12	N31°54'W	99.0'
12-13	N32°16'W	52.4'
13-14	EAST	60.6'
14-15	S37°09 1/2'E	159.1'
15-16	N52°50 1/2'E	159.0'
16-17	S37°09'E	8.5'
17-18	S31°19'E	69.5'
18-19	S30°54'E	101.0'
19-20	S30°00'E	494.1'
20-6	S29°41'E	52.6'

PARCEL 1A RES.

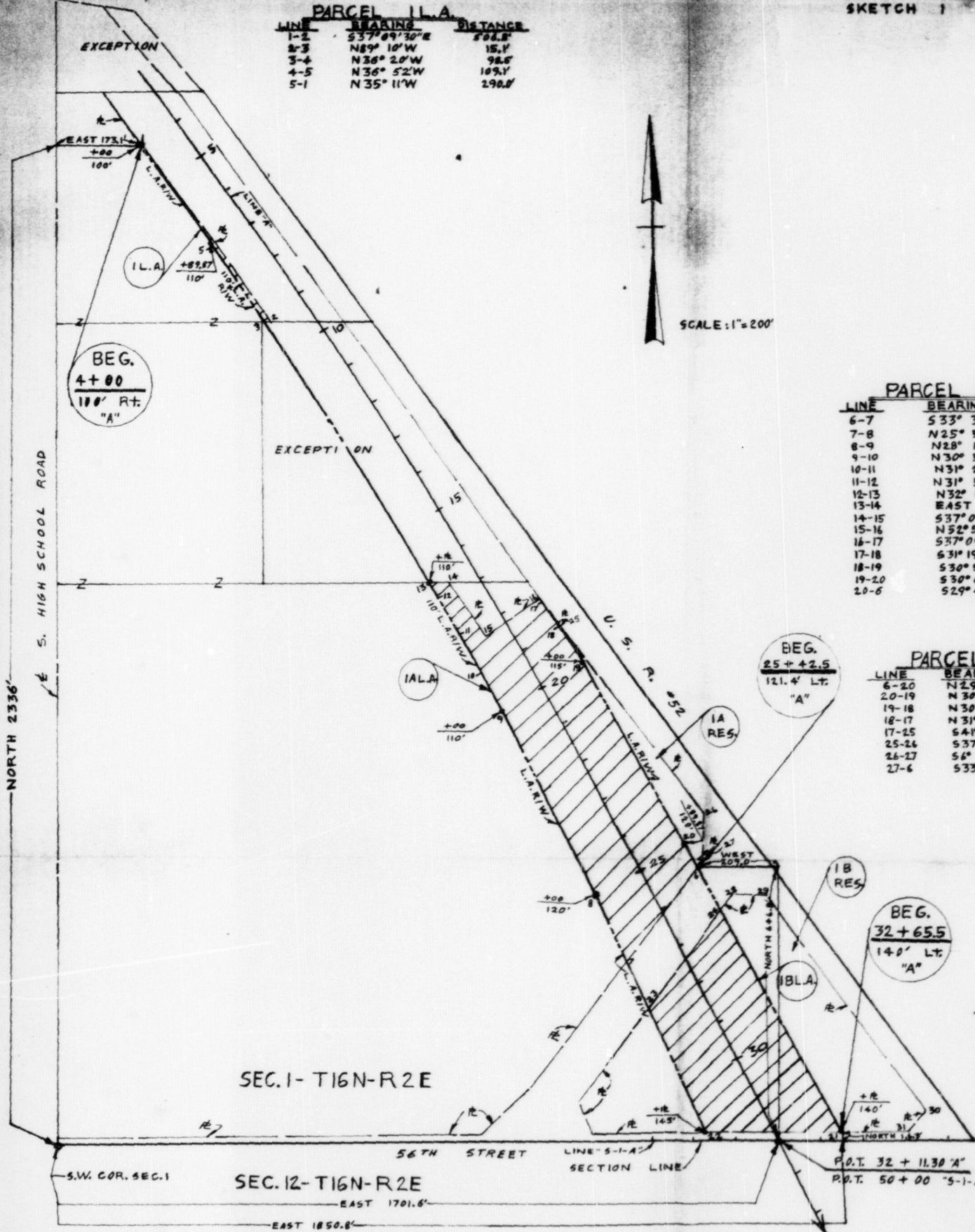
LINE	BEARING	DISTANCE
6-20	N29°41'W	52.6'
20-19	N30°00'W	494.1'
19-18	N30°54'W	101.0'
18-17	N31°19'W	69.5'
17-25	S41°30'E	60.1'
25-24	S37°12'E	567.1'
24-27	S6°49'W	111.2'
27-6	S33°37'W	15.2'

PARCEL 1B L.A.

LINE	BEARING	DISTANCE
21-22	S89°10'W	320.9'
22-23	N85°53'W	326.7'
23-24	N33°37'E	290.4'
24-21	S29°41'E	611.3'

PARCEL 1B RES.

LINE	BEARING	DISTANCE
21-24	N29°41'W	611.3'
24-28	N33°37'E	39.6'
28-29	N89°28'E	86.3'
29-30	S37°12'E	661.8'
30-31	S48°25'W	53.3'
31-21	S89°10'W	155.7'



SCALE: 1"=200'

PARCEL 1A RES. = 0.679 ACRES±
 PARCEL 1B RES. = 2.293 ACRES±
 TOTAL RES. = 2.972 ACRES±

CROSS HATCHED AREA IS APPROXIMATE TAKING

PARCEL 1 L.A. = 0.085 ACRES±
 PARCEL 1A L.A. = 4.366 ACRES±
 PARCEL 1B L.A. = 2.910 ACRES±

I-65-3(17)120 MARION S.R. 52 PIKE TWP

TRUSTEES OF PURDUE UNIVERSITY
 1 16N 12E

TOTAL PERM. 7.361 ACRES, MORE OR LESS
 RES. 2.972 ACRES 7.28 61
 DRAWN: D.L.M. CHECKED: A.H.

7/28, 61

*Gen. T. Wheeler
copy*

BOARD OF TRUSTEES
PURDUE UNIVERSITY
Lafayette, Indiana

SUMMARY OF NEGOTIATIONS WITH
INDIANA STATE HIGHWAY DEPARTMENT
FOR LILLY LAND RIGHT-OF-WAY

September 7, 1960

SUMMARY OF NEGOTIATIONS WITH
INDIANA STATE HIGHWAY DEPARTMENT
FOR LILLY LAND RIGHT-OF-WAY
September 7, 1960

OCTOBER 18, 1958

Purdue Research Foundation offered \$2,000.00 per acre for the 7 acre Bragg Tract on Highway 52 between 56th Street and High School Road. This bid was refused and the Foundation's deposit check was returned on December 30, 1958.

DECEMBER 4, 1958

Letter was written by Dr. R. B. Stewart to Mr. John Peters requesting that negotiations be started concerning the acquisition of right-of-way land for Interstate Highway #65 through property owned by The Trustees of Purdue University. This letter was answered on December 10, 1958, but no action was taken until April, 1959.

APRIL 23, 1959

Mr. Hoyte Moore and others, representing the Indiana Highway Department called upon Dr. F. L. Hovde, President of Purdue University, and requested that the University proceed with a gift of the right-of-way to the Highway Department. Mr. Moore stated that the time schedule for construction called for the highway's need of this right-of-way by the last week of April. He further stated that bids were being opened on May 8, 1959, for work to be accomplished on part of this right-of-way.

MAY 1, 1959

The Trustees of Purdue University appointed a committee to meet with representatives of the Highway Department to discuss and negotiate a proper basis for transfer of the right-of-way property.

MAY 8, 1959

The Purdue committee met with representatives of the State Highway Department, accompanied by the Executive Secretary of the Governor's office and a representative of the Attorney General's office, to discuss negotiations for this property. At this meeting the representative of the Attorney General's office indicated his general agreement that the land in question was a part of a

SUMMARY OF LILLY LAND RIGHT-OF-WAY NEGOTIATIONS
September 7, 1960

Page 2

charitable trust given to The Trustees of Purdue University for the benefit of the University and for no other purpose, and that the State Highway Department, therefore, was legally required to pay for the right-of-way across the land so owned by The Trustees of Purdue University. At this meeting it was agreed that the Highway Department would request an official opinion from the Attorney General relative to this matter. It was also agreed that representatives of the State Highway Department and Purdue University would negotiate the value of the right-of-way before anything further was done.

MAY 20, 1959

A plat of the right-of-way, along with right-of-entry forms, were received from Mr. Moore. The plat indicated that a total of 147.885 acres would be required for the right-of-way.

AUGUST 28, 1959

Legal opinion of the Attorney General was executed and delivered on this day. The Attorney General ruled that compensation must be paid by the State Highway Department for the property and that The Trustees of Purdue University were prohibited from "any conveyance of land for less than the appraised value thereof".

SEPTEMBER 25, 1959

The Purdue committee again met with representatives of the State Highway Department in Indianapolis to discuss the value involved in the acquisition of land for highway purposes and the damages to adjacent property because of the new limited access highway. It was learned at this meeting that an appraiser for the Highway Department had made an appraisal of \$300,000.00 for the Lilly Land right-of-way. It was also learned that this appraisal had been submitted to the Federal Bureau of Roads. This was contrary to the agreement made by the two parties at a meeting on May 8, 1959.

SUMMARY OF LILLY LAND RIGHT-OF-WAY NEGOTIATIONS
September 7, 1960

Page 3

OCTOBER 20, 1959

Officials of the University met with representatives of the State Highway Right-of-Way Department in Indianapolis to discuss the market value of the specific acreage to be taken into the new right-of-way. Contractor's representatives were also available to discuss the possible purchase of fill-dirt for the new roadway. Representatives of the Highway Department increased their offer to \$422,550.00. Mr. Henry of the Highway Department agreed at this time that \$2,000.00 per acre was a fair price for the land taken for the right-of-way.

NOVEMBER 13, 1959

The State Highway Commission and the committee of The Board of Trustees met in the Governor's office to discuss procedures to be followed in arriving at a final determination concerning the values to be paid by the State Highway Department. Since the representatives of the University were not experts in real estate evaluation, Dr. Stewart suggested to the Governor, that professional appraisers be appointed to assess the damages caused by the new right-of-way. He further stated that there had never been a question regarding the value of the land to be taken. The position of the University relative to the market value of acreage to be included in the right-of-way has been consistent and has been formally accepted by the Federal Bureau of Roads. The market value is not less than \$2,000.00 per acre. The University, in fact, has refused to negotiate with others for these acres pending the transfer of the right-of-way to the State Highway Department. Dr. Stewart called to the attention of the Governor and the Commission that the present plans do not call for any outlets to and from the property along its entire north boundary. The establishment of new "front" boundary lines along the Highway must inevitably have a far reaching effect upon the planning and development of adjoining properties. This is especially true since the new "front" is closed instead of being open as was the property originally.

SUMMARY OF LILLY LAND RIGHT-OF-WAY NEGOTIATIONS
September 7, 1960

Page 4

DECEMBER 10, 1959

The committee of The Trustees of Purdue University met in the office of Mr. George M. Foster along with representatives of the Bureau of Public Roads, Indiana Attorney General's office and members of the State Highway Department. The meeting was conducted by Mr. H. E. Bodine. Dr. Stewart presented the University's appraisal of \$772,416.00 to the State Highway Department at this time. This appraisal was based on the assumption that 147.885 acres would be required in the new right-of-way and that there would be two outlets from the property constructed by the Highway Department between 56th Street and Traders Point. The original appraisal made by the University amounted to \$1,024,052.00. The original appraisal was made with the understanding that there would be no outlets from the property. It was pointed out in this meeting by Dr. Stewart that damages to the property as a result of the highway construction would be rather severe and that the value of the land was at least \$2,000.00 per acre. One of the reasons for high damages originally claimed was the fact that the only access to old US Route 52 from the property west of Interstate Route 65 would be either by way of Royalton to the north or south to 56th Street. Development plans were presented at this meeting showing plans had been under study since early 1957 for the development of the Lilly Land area into a high-type urban residential area together with a shopping center to ultimately accomodate approximately 25,000 people. It was agreed that there should be two outlets from the Lilly Property to US Route 52. It was further agreed, in line with the statement made in the Governor's office on November 13, 1959, that one of these outlets was being planned at that time for the vicinity of 71st Street. The other outlet would be located at a future date in the vicinity of 65th Street, and Mr. Bodine suggested that the Highway Department would give the University a letter to this effect. No agreement could be reached on the total value of the land and of the damages which would occur due to construction of the new highway.

SUMMARY OF LILLY LAND RIGHT-OF-WAY NEGOTIATIONS

September 7, 1960

Page 5

JANUARY 5, 1960

Officials of the University met with Mr. H. E. Bodine and Mr. Fred Ashbaucher of the Highway Department to discuss a proposed underpass on Interstate Route 65 at 71st Street which would enable traffic from Lilly tract to have access to US Route 52. A drawing of this underpass was given to the University officials at that time. No plans had been made at that time for an underpass, overpass, grade separation, etc. in the vicinity of 65th Street. Disagreements contained in Mr. Foster's report of the meeting on December 10, were discussed at that time.

JANUARY 29, 1960

The Governor appointed three appraisers to establish a value of the damages done to the Purdue land by the new right-of-way. One appraiser was recommended by the University, one appraiser was recommended by the Highway Department, and we understand that the third appraiser was selected from a list of names presented by the Highway Department. This did not actually give the first two appraisers freedom in selecting the third appraiser.

FEBRUARY 2, 1960

University officials delivered to the appraisers, documents, maps and miscellaneous other information which supported the University's claim for damages.

MAY 16, 1960

After a number of telephone calls and some correspondence, the appraisers completed their work and agreed reluctantly to a meeting with a University officer at Mr. Techemeyer's office. The University officer was unable to get any information from the appraisers other than the total amount of the appraisal, \$452,000.00. Since the University had originally requested that the appraisal be made in accordance with state law, the University officer requested that the

SUMMARY OF LILLY LAND RIGHT-OF-WAY NEGOTIATIONS
September 7, 1960

Page 6

appraisal report be submitted to the University. He was informed by the appraisers that they could not divulge this information and that their report would be submitted only to the State Highway Right-of-Way Department.

MAY 31, 1960

After a telephone call from Dr. Stewart to Mr. Bodine, a copy of the appraisal report, without detailed information, was forwarded to the University by Mr. Bodine. This report did not contain all the information which was available to the Highway Department concerning the appraisal. An officer of the University visited the Highway Department later and did obtain further information regarding the appraisal of damages to residues, but was not able to get copies of the complete information which had been furnished to the Highway Department by the appraisers.

JUNE 16, 1960

Representatives of Purdue University and the Indiana Highway Department met in the Governor's office to discuss the report of the appraisers. At this time, the University pointed out that the appraisers had used the figure of \$1,500.00 per acre for the valuation of the land to be included in the new right-of-way. The appraisers used this figure in assessing damages to land which would adjoin the new right-of-way, but would not be included therein. The University took the position that the valuation of \$2,000.00 per acre was proper for land to be taken in as much as this is a going market value which could be substantiated by transactions involving properties in the area. At this meeting, the Governor suggested that both parties discuss the appraisal further with representatives of the Federal Bureau of Roads and try to arrive at a value that would be accepted by all parties.

JULY 11, 1960

Representatives of the Federal Bureau of Roads visited Purdue University to discuss values of land taken for the right-of-way. It was agreed by both parties

SUMMARY OF LILLY LAND RIGHT-OF-WAY NEGOTIATIONS
September 7, 1960

Page 7

that the value of the land was \$2,000.00 per acre. The Federal representatives would not agree with the appraisers' estimate of damages to residues.

JULY 12, 1960

Officers of the University met with representatives of the Indiana Highway Department and the Federal Bureau of Roads in Indianapolis to discuss the appraisal report further. Mr. Richards of the Federal Bureau of Roads agreed that the price established in the appraisal report was too low and that he would approve a value of \$2,000.00 per acre in lieu of the \$1,500.00 per acre recommended in the report. He also agreed that the University should be reimbursed for the two houses near Traders Point which were affected by the new right-of-way and recommended that the Highway Department purchase the entire 22.5 acre strip between Traders Point and 65th Street. He stated further that he did not believe that Purdue should be reimbursed for any other damages. The appraisal report recommends that Purdue be reimbursed \$160,194.90 for damages as outlined in the seven residues listed. Purdue's appraisal for the same residual damages was \$316,411.20. No agreement could be made at this meeting.

JULY 14, 1960

Mr. Wm. A. Hanley wrote a letter to the members of the Indiana State Highway Commission summarizing the negotiations taking place so far between the Highway Department and Purdue University. He also conveyed to the Commission a proposal approved by The Trustees for final settlement for the land taken within the new right-of-way and the damages to the related land. (See copy of letter attached.)

JULY 21, 1960

The University received an answer from Mr. John Peters to Mr. Hanley's letter dated July 14. Mr. Peters was under the false assumption that it was agreed by all parties that the result of the appraisal would be acceptable to all.

SUMMARY OF LILLY LAND RIGHT-OF-WAY NEGOTIATIONS
September 7, 1960

Page 8

This was never agreed upon by representatives of the University. Mr. Peters indicated that the Highway Commission felt the University was taking absolute advantage of the Highway Department. (See copy of letter attached.)

AUGUST 1, 1960

Mr. Hanley answered Mr. Peter's letter of July 21, explaining the University's stand on the matter. (See copy of letter attached.)

AUGUST 3, 1960

Mr. Peters wrote a memo to Mr. J. Van Brown, Chief of the Division of Right-of-Way, stating that since the two parties were still so far apart on the value of the right-of-way and residual damages, there was but one course left which was fair to all concerned and that was to proceed with the actions of condemnation. Mr. Peters further stated that in a subsequent meeting where Dr. Stewart was represented by Mr. Edward Gabbard and Mr. George Lommel, it was agreed in order to expedite the settlement of this case, that the Highway Commission should proceed to condemnation. He evidently did not understand Mr. Gabbard's and Mr. Lommel's position in this matter, because they had no authority to make such an agreement. (See copy of memo attached.)

SEPTEMBER 20, 1960

A meeting has been called by the members of the State Highway Commission and The Trustees of Purdue University to take place in Mr. Foster's office in Indianapolis.

INTERIM CERTIFICATE OF TITLE

Pioneer National Title Insurance Company

Union Title Division

S.R. I 65	PROJECT I 65-3 (17) 120	COUNTY Marion	PNTIC # 67-957-O
--------------	----------------------------	------------------	---------------------

Name on Plans _____ City of Indianapolis _____

Name of Fee Owner The City of Indianapolis for the use and benefit of its Park Department and its Board of Park Commissioners.

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation with its principal Indiana Office in the City of Indianapolis, in consideration of premium paid, hereby certifies that a search of the records from January 30, 1967 8:00 A.M. to and including October 11, 1969 8:00 A.M. reveals no changes as to the real estate described under PNTIC # 67-957-O except:

as amended by PNTI Endorsement No. 1 dated October 9, 1969.

~~1. Taxes for 19____ payable 19____ in name of _____
Duplicate # _____ Parcel # _____ Township _____ Code # _____
May \$ _____ (paid) (unpaid); November \$ _____ (paid) (unpaid)
Taxes for 19____ payable 19____ now a lien.~~

1. Taxes for 1968 payable 1969 on W of RD SW 1/4 1-16-2 51.385 ac in name of City of Indpls. Bd of Park Comm
Duplicate No. 9825480, Code No. 6-00
Township: Pike, Parcel No. 6004924
May none Payable; November none Payable
Taxes for 1969 payable 1970.

2. Right of Entry Resolution dated May 16, 1966 by Board of Commissioners of Marion County for Metropolitan Thoroughfare Authority of Marion County as shown in Commissioners Record 88 page 141 recorded February 13, 1967.

IN WITNESS WHEREOF, PIONEER NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereto affixed by its duly authorized officers.

ATTEST:

PIONEER NATIONAL TITLE INSURANCE COMPANY

Bruce A. Nelson

Assistant Secretary

Walter A. McLean

Vice President

Countersigned and validated as of the 28 day of October, 19 69.

Greg S. Quizon
Authorized Signatory
Greg S. Quizon

GUARANTY OF TITLE

Pioneer National Title Insurance Company

Union Title Division

S.R.	PROJECT	COUNTY	PNTIC #
I 65	I65-3 (17) 120	Marion	67-957-0

Names on Plans City of Indianapolis

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation with its principal Indiana Office in the City of Indianapolis, in consideration of premium paid, hereby guarantees that as of the 30 day of January, 19 67 8 A.M.

The City of Indianapolis for the use and benefit of its Park Department and its Board of Park Commissioners.

Address: None Given

are the Record Owner or Owners of the property described in Schedule "A" as disclosed by a search of the Public Record for a twenty-year period immediately prior to the effective date of this Guaranty, and that said search disclosed no defects or liens or encumbrances in the title to said property except those shown in or referred to in Schedule "B".

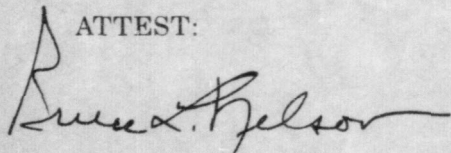
This Guaranty is issued for the use and benefit of the State of Indiana.

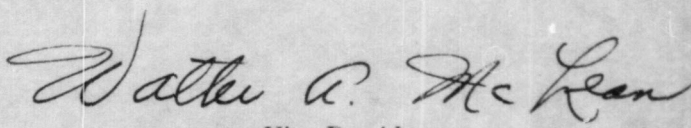
The maximum liability of the undersigned under this Guaranty is limited to the sum of \$5,000.00.

IN WITNESS WHEREOF, PIONEER NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereto affixed by its duly authorized officers.

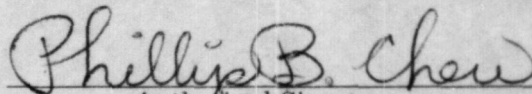
ATTEST:

PIONEER NATIONAL TITLE INSURANCE COMPANY


Assistant Secretary


Vice President

Countersigned and validated as of the 21 day of Feb., 19 67.


Authorized Signatory
Phillip B. Chew
Attorney

SCHEDULE "A"

The property covered by this Guaranty is situated in the County of Marion in the State of Indiana and is described as follows:

Description Attached

The Record Owner or Owners disclosed above acquired title by

**Deed from the State of Indiana dated January 28, 1966
recorded February 16, 1966, as Instrument #66-8053.
(No U.S.R.)**

No. 1

ENDORSEMENT

Issued By

PIONEER NATIONAL TITLE INSURANCE COMPANY

Attached to and forming a part of

Guaranty of Title No. 67-957-O

Paragraphs 1 and 2 of NOTE appearing after Item 7 of Schedule B are amended to read as follows:

1. Adoption of resolution by Board of Park Commissioners of the City of Indianapolis, directing sale of the real estate herein, fixing the terms of such sale, and authorizing execution and delivery of deed. Authenticated copy of the resolution should be recorded.
2. Deed by Board of Park Commissioners of the City of Indianapolis, executed by its President and attested by its Secretary with its seal affixed.

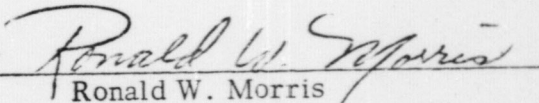
This endorsement is made a part of said Guaranty of Title and is subject to the schedules , conditions and stipulations therein, except as modified by the provisions hereof.

Nothing herein contained shall be construed as extending or changing the effective date of said Guaranty of Title, unless otherwise expressly stated.

IN WITNESS WHEREOF, the Company has caused this endorsement to be executed by its duly authorized officer.

Dated October 9, 1969

Pioneer National Title Insurance Company

by 
Ronald W. Morris
Advisory Title Officer

mg

SCHEDULE "B"

This certificate is a guarantee of Record Ownership only and as such does not purport to cover nor disclose:

1. the rights of parties in possession
2. matters that might be disclosed by an accurate survey
3. statutory liens for labor or materials unless filed of record
4. ordinances, laws or regulations enacted by governmental authority

The search of the record of the property described in Schedule "A" discloses the following liens, encumbrances or defects in the title of the Record Owner or Owners.

~~5. Taxes for 19___ payable 19___ in name of _____
Duplicate # _____ Parcel # _____ Township _____ Code # _____
May \$ _____ (paid) (unpaid); November \$ _____ (paid) (unpaid)
Taxes for 19___ payable 19___ now a lien.~~

5. Taxes for 1965 payable 1966 on W of Rd SW 1/4 S1 T16 R2 51.385 ac.
in name of Purdue University Trs.
Duplicate #6004917, Parcel #6004924, Township Pike, Code #6-00
May None Payable November None payable
Above Parcel listed as Non-Taxable
Assessed Valuation: NONE
Taxes for 1966 payable 1967 now a lien.

6. Right of Way grants to State of Indiana, as follows to-wit:
- | Recorded | Deed Record | Instrument # |
|--------------------|-------------|--------------|
| September 13, 1946 | 1232 | 54055 |
| January 23, 1961 | 1845 | 5981 |
| January 26, 1951 | 1404 | 5230 |
- (Exact location cannot be determined from the record).
Copies attached.

7. Right of Entry easement from Purdue University to The Board of Commissioners of Marion County, Indiana dated July 22, 1964, recorded July 24, 1964, as Instrument #64-39279.
(Copy attached)

Note: Conveyance from titleholder shown herein may be made pursuant to the following procedure:

1. Preparation by the Board of Park Commissioners of an Ordinance authorizing sale of subject real estate, and submission of said ordinance to the City Council.
Then passage of said ordinance by the City Council by a vote of not less than two-thirds.
2. Deed by City of Indianapolis by the Mayor, attested by the City Clerk with the seal of the City affixed thereon.

REAL ESTATE DESCRIPTION

Part of the Southwest Quarter of Section 1, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, to-wit:

Beginning on the Southwestern boundary of Interstate 65, a distance of 2,336 feet Northerly (along the west line of said quarter section) and 173.1 feet Easterly (at right angles to said west line) from the southwest corner of said quarter section; thence South 37 degrees 09 minutes 30 seconds East 506.8 feet along said southwestern boundary to a south line of the owner's lands; thence Westerly 15.1 feet along said south line; thence North 36 degrees 20 minutes West 98.6 feet; thence North 36 degrees 52 minutes West 109.1 feet; thence North 35 degrees 11 minutes West 290 feet to the point of beginning and containing 0.085 acres, more or less.

54955

EASEMENT

1-16-2

TOWN LOT RECORD

James E. Bragg, unmarried

page 353

Inst. # 1945

Recorded, 1946

to

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. -- Project No 619 Sec. B Str. No. --

Distance in feet is from center line as shown on the above designed plans to the new Right of Way line hereby granted.

From Station to Station	Left Side of Center Line	Right Side of Center Line
Line S-4 G		
290 + 10 to 301 + 68	----- feet	50 feet

The above and foregoing grant is made in consideration of payment of the sum of \$241.20, which sum shall be paid to the order of James E. Bragg, R R 1 New Augusta

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.

VO (over)

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. Wherever 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 successors or if he or they object, may sell or destroy such timber.

The undersigned ~~Josephine D. Ledgerwood~~ Grantor 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

This grant is to be and become effective and binding from and after its approval by the Chairman of the State Highway Commission of Indiana.

The above grant is hereby accepted.

STATE OF INDIANA,

by John H. Lousar

Chairman, State Highway Commission of Indiana.

October 20, 1945

NO. 05981

RECORD 1845 P 716

REGULAR

INSTR DATE 11-2-60

RECORDED DATE JAN 23 1961

Pt. SW¹/₄ NW¹/₄ } 1-16-2
 Pt W¹/₂ SW¹/₄ }
 Pt. NE¹/₄ + Pt. SE¹/₄ 2-16-2
 Pt. SW¹/₄ SW¹/₄ 35-17-2 W. of Rd.
 Pt. E¹/₂ NW¹/₄ } 34-17-2
 Pt W¹/₂ NE¹/₄ }
 Pt. E¹/₂ SE¹/₄ 28-17-2
 Pt. SW¹/₄ 27-17-2
 Pt. 1 Eagle Creek H'ld. Add.

STATE HIGHWAY DEPARTMENT OF INDIANA
 STATE HOUSE ANNEX
 INDIANAPOLIS 2, INDIANA
 PROJECT No. 02-01-1
 SHEET No. 11-29
 SECTION 4
 PARCEL No. 17, 17A, 17B, 17C, 17D, 17E, 17F, 17G, 17H, 17I, 17J, 17K, 17L, 17M, 17N, 17O, 17P, 17Q, 17R, 17S, 17T, 17U, 17V, 17W, 17X, 17Y, 17Z, 17AA, 17AB, 17AC, 17AD, 17AE, 17AF, 17AG, 17AH, 17AI, 17AJ, 17AK, 17AL, 17AM, 17AN, 17AO, 17AP, 17AQ, 17AR, 17AS, 17AT, 17AU, 17AV, 17AW, 17AX, 17AY, 17AZ, 17BA, 17BB, 17BC, 17BD, 17BE, 17BF, 17BG, 17BH, 17BI, 17BJ, 17BK, 17BL, 17BM, 17BN, 17BO, 17BP, 17BQ, 17BR, 17BS, 17BT, 17BU, 17BV, 17BW, 17BX, 17BY, 17BZ, 17CA, 17CB, 17CC, 17CD, 17CE, 17CF, 17CG, 17CH, 17CI, 17CJ, 17CK, 17CL, 17CM, 17CN, 17CO, 17CP, 17CQ, 17CR, 17CS, 17CT, 17CU, 17CV, 17CW, 17CX, 17CY, 17CZ, 17DA, 17DB, 17DC, 17DD, 17DE, 17DF, 17DG, 17DH, 17DI, 17DJ, 17DK, 17DL, 17DM, 17DN, 17DO, 17DP, 17DQ, 17DR, 17DS, 17DT, 17DU, 17DV, 17DW, 17DX, 17DY, 17DZ, 17EA, 17EB, 17EC, 17ED, 17EE, 17EF, 17EG, 17EH, 17EI, 17EJ, 17EK, 17EL, 17EM, 17EN, 17EO, 17EP, 17EQ, 17ER, 17ES, 17ET, 17EU, 17EV, 17EW, 17EX, 17EY, 17EZ, 17FA, 17FB, 17FC, 17FD, 17FE, 17FF, 17FG, 17FH, 17FI, 17FJ, 17FK, 17FL, 17FM, 17FN, 17FO, 17FP, 17FQ, 17FR, 17FS, 17FT, 17FU, 17FV, 17FW, 17FX, 17FY, 17FZ, 17GA, 17GB, 17GC, 17GD, 17GE, 17GF, 17GG, 17GH, 17GI, 17GJ, 17GK, 17GL, 17GM, 17GN, 17GO, 17GP, 17GQ, 17GR, 17GS, 17GT, 17GU, 17GV, 17GW, 17GX, 17GY, 17GZ, 17HA, 17HB, 17HC, 17HD, 17HE, 17HF, 17HG, 17HH, 17HI, 17HJ, 17HK, 17HL, 17HM, 17HN, 17HO, 17HP, 17HQ, 17HR, 17HS, 17HT, 17HU, 17HV, 17HW, 17HX, 17HY, 17HZ, 17IA, 17IB, 17IC, 17ID, 17IE, 17IF, 17IG, 17IH, 17II, 17IJ, 17IK, 17IL, 17IM, 17IN, 17IO, 17IP, 17IQ, 17IR, 17IS, 17IT, 17IU, 17IV, 17IW, 17IX, 17IY, 17IZ, 17JA, 17JB, 17JC, 17JD, 17JE, 17JF, 17JG, 17JH, 17JI, 17JJ, 17JK, 17JL, 17JM, 17JN, 17JO, 17JP, 17JQ, 17JR, 17JS, 17JT, 17JU, 17JV, 17JW, 17JX, 17JY, 17JZ, 17KA, 17KB, 17KC, 17KD, 17KE, 17KF, 17KG, 17KH, 17KI, 17KJ, 17KK, 17KL, 17KM, 17KN, 17KO, 17KP, 17KQ, 17KR, 17KS, 17KT, 17KU, 17KV, 17KW, 17KX, 17KY, 17KZ, 17LA, 17LB, 17LC, 17LD, 17LE, 17LF, 17LG, 17LH, 17LI, 17LJ, 17LK, 17LL, 17LM, 17LN, 17LO, 17LP, 17LQ, 17LR, 17LS, 17LT, 17LU, 17LV, 17LW, 17LX, 17LY, 17LZ, 17MA, 17MB, 17MC, 17MD, 17ME, 17MF, 17MG, 17MH, 17MI, 17MJ, 17MK, 17ML, 17MN, 17MO, 17MP, 17MQ, 17MR, 17MS, 17MT, 17MU, 17MV, 17MW, 17MX, 17MY, 17MZ, 17NA, 17NB, 17NC, 17ND, 17NE, 17NF, 17NG, 17NH, 17NI, 17NJ, 17NK, 17NL, 17NM, 17NO, 17NP, 17NQ, 17NR, 17NS, 17NT, 17NU, 17NV, 17NW, 17NX, 17NY, 17NZ, 17OA, 17OB, 17OC, 17OD, 17OE, 17OF, 17OG, 17OH, 17OI, 17OJ, 17OK, 17OL, 17OM, 17ON, 17OO, 17OP, 17OQ, 17OR, 17OS, 17OT, 17OU, 17OV, 17OW, 17OX, 17OY, 17OZ, 17PA, 17PB, 17PC, 17PD, 17PE, 17PF, 17PG, 17PH, 17PI, 17PJ, 17PK, 17PL, 17PM, 17PN, 17PO, 17PP, 17PQ, 17PR, 17PS, 17PT, 17PU, 17PV, 17PW, 17PX, 17PY, 17PZ, 17QA, 17QB, 17QC, 17QD, 17QE, 17QF, 17QG, 17QH, 17QI, 17QJ, 17QK, 17QL, 17QM, 17QN, 17QO, 17QP, 17QQ, 17QR, 17QS, 17QT, 17QU, 17QV, 17QW, 17QX, 17QY, 17QZ, 17RA, 17RB, 17RC, 17RD, 17RE, 17RF, 17RG, 17RH, 17RI, 17RJ, 17RK, 17RL, 17RM, 17RN, 17RO, 17RP, 17RQ, 17RR, 17RS, 17RT, 17RU, 17RV, 17RW, 17RX, 17RY, 17RZ, 17SA, 17SB, 17SC, 17SD, 17SE, 17SF, 17SG, 17SH, 17SI, 17SJ, 17SK, 17SL, 17SM, 17SN, 17SO, 17SP, 17SQ, 17SR, 17SS, 17ST, 17SU, 17SV, 17SW, 17SX, 17SY, 17SZ, 17TA, 17TB, 17TC, 17TD, 17TE, 17TF, 17TG, 17TH, 17TI, 17TJ, 17TK, 17TL, 17TM, 17TN, 17TO, 17TP, 17TQ, 17TR, 17TS, 17TT, 17TU, 17TV, 17TW, 17TX, 17TY, 17TZ, 17UA, 17UB, 17UC, 17UD, 17UE, 17UF, 17UG, 17UH, 17UI, 17UJ, 17UK, 17UL, 17UM, 17UN, 17UO, 17UP, 17UQ, 17UR, 17US, 17UT, 17UU, 17UV, 17UW, 17UX, 17UY, 17UZ, 17VA, 17VB, 17VC, 17VD, 17VE, 17VF, 17VG, 17VH, 17VI, 17VJ, 17VK, 17VL, 17VM, 17VN, 17VO, 17VP, 17VQ, 17VR, 17VS, 17VT, 17VU, 17VV, 17VW, 17VX, 17VY, 17VZ, 17WA, 17WB, 17WC, 17WD, 17WE, 17WF, 17WG, 17WH, 17WI, 17WJ, 17WK, 17WL, 17WM, 17WN, 17WO, 17WP, 17WQ, 17WR, 17WS, 17WT, 17WU, 17WV, 17WW, 17WX, 17WY, 17WZ, 17XA, 17XB, 17XC, 17XD, 17XE, 17XF, 17XG, 17XH, 17XI, 17XJ, 17XK, 17XL, 17XM, 17XN, 17XO, 17XP, 17XQ, 17XR, 17XS, 17XT, 17XU, 17XV, 17XW, 17XX, 17XY, 17XZ, 17YA, 17YB, 17YC, 17YD, 17YE, 17YF, 17YG, 17YH, 17YI, 17YJ, 17YK, 17YL, 17YM, 17YN, 17YO, 17YP, 17YQ, 17YR, 17YS, 17YT, 17YU, 17YV, 17YW, 17YX, 17YY, 17YZ, 17ZA, 17ZB, 17ZC, 17ZD, 17ZE, 17ZF, 17ZG, 17ZH, 17ZI, 17ZJ, 17ZK, 17ZL, 17ZM, 17ZN, 17ZO, 17ZP, 17ZQ, 17ZR, 17ZS, 17ZT, 17ZU, 17ZV, 17ZW, 17ZX, 17ZY, 17ZZ

PLANS ON SR. NO. 52-1100, SEC. 2, T. 2 N., R. 2 E., COR. B/V 4, 120, 80 W. WY. MORE OR LESS, ACQUIRED
 SEC. 1, 2, 3, 4, T. 2 N., R. 2 E., COR. B/V 4, 120, 80 W. WY. MORE OR LESS, ACQUIRED
 DATED 1-19-59

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

FROM STATION TO STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
655+29.1 to 664+12.41	PL	110± to 113±
667+08.1 to 667+80.1	121± to 130	
667+82.1 to 672+00	130 to 120	
672+00 to 675+50	130 to 100	
675+50 to 679+00	100	
679+00 to 682+00	100 to 135	
682+00 to 684+50	135 to 100	
684+50 to 686+00	100	
686+00 to 694+00	100 to 110	
694+00 to 696+00	110	
696+00 to 699+31.50	111 to 110	
718+50 to 718+50	110	
718+50 to 713+02.1	104± to 100	
713+02.1 to 721+00	100	
721+00 to 727+00		117± to 120
727+00 to 727+00		120
667+00 to 676+00		

The above and foregoing grant is made in consideration of payment of the sum of _____ Dollars (\$ _____), which sum shall be paid or held in escrow as specified to the order of _____

See Sheet 2 of 10

The right of way hereby conveyed may be used, subject to the provisions of the grant, for the establishment, construction, maintenance, improvement, and operation of a highway as defined in the act of 1945 (Acts 1945, ch. 215, page 1113) and is subject to such regulations as the State may from time to time enact and to any subsequent regulations or use as may be made, adopted or provided under or by law governing such facilities by 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, sitting or remaining on the same, and 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. The grantee shall be bound to stand the right of way, it is mutually agreed and understood by grantor and grantee, that such special provision is only for such period as the excerpted 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 deemed to be binding 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, being duly sworn, says that he, she (is) or they (are) the sole owner(s) of the above described property, and said grantee 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 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. Mortgages: 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.

G (Grantor) _____ (Grantee)
 G (Grantor) _____ (Grantee)
 G (Grantor) _____ (Grantee)

5781-2
 STATE HOUSE ANNEX
 INDIANAPOLIS 4, INDIANA
 PROJECT NO. 3-2
 SECTION 11 29
 Parcel No. 17, 17A, 17B, 17C, 17D, 17E, 17F, 17G, 17H, 17I, 17J, 17K, 17L, 17M, 17N, 17O, 17P, 17Q, 17R, 17S, 17T, 17U, 17V, 17W, 17X, 17Y, 17Z, 17AA, 17AB, 17AC, 17AD, 17AE, 17AF, 17AG, 17AH, 17AI, 17AJ, 17AK, 17AL, 17AM, 17AN, 17AO, 17AP, 17AQ, 17AR, 17AS, 17AT, 17AU, 17AV, 17AW, 17AX, 17AY, 17AZ, 17BA, 17BB, 17BC, 17BD, 17BE, 17BF, 17BG, 17BH, 17BI, 17BJ, 17BK, 17BL, 17BM, 17BN, 17BO, 17BP, 17BQ, 17BR, 17BS, 17BT, 17BU, 17BV, 17BW, 17BX, 17BY, 17BZ, 17CA, 17CB, 17CC, 17CD, 17CE, 17CF, 17CG, 17CH, 17CI, 17CJ, 17CK, 17CL, 17CM, 17CN, 17CO, 17CP, 17CQ, 17CR, 17CS, 17CT, 17CU, 17CV, 17CW, 17CX, 17CY, 17CZ, 17DA, 17DB, 17DC, 17DD, 17DE, 17DF, 17DG, 17DH, 17DI, 17DJ, 17DK, 17DL, 17DM, 17DN, 17DO, 17DP, 17DQ, 17DR, 17DS, 17DT, 17DU, 17DV, 17DW, 17DX, 17DY, 17DZ, 17EA, 17EB, 17EC, 17ED, 17EE, 17EF, 17EG, 17EH, 17EI, 17EJ, 17EK, 17EL, 17EM, 17EN, 17EO, 17EP, 17EQ, 17ER, 17ES, 17ET, 17EU, 17EV, 17EW, 17EX, 17EY, 17EZ, 17FA, 17FB, 17FC, 17FD, 17FE, 17FF, 17FG, 17FH, 17FI, 17FJ, 17FK, 17FL, 17FM, 17FN, 17FO, 17FP, 17FQ, 17FR, 17FS, 17FT, 17FU, 17FV, 17FW, 17FX, 17FY, 17FZ, 17GA, 17GB, 17GC, 17GD, 17GE, 17GF, 17GG, 17GH, 17GI, 17GJ, 17GK, 17GL, 17GM, 17GN, 17GO, 17GP, 17GQ, 17GR, 17GS, 17GT, 17GU, 17GV, 17GW, 17GX, 17GY, 17GZ, 17HA, 17HB, 17HC, 17HD, 17HE, 17HF, 17HG, 17HH, 17HI, 17HJ, 17HK, 17HL, 17HM, 17HN, 17HO, 17HP, 17HQ, 17HR, 17HS, 17HT, 17HU, 17HV, 17HW, 17HX, 17HY, 17HZ, 17IA, 17IB, 17IC, 17ID, 17IE, 17IF, 17IG, 17IH, 17II, 17IJ, 17IK, 17IL, 17IM, 17IN, 17IO, 17IP, 17IQ, 17IR, 17IS, 17IT, 17IU, 17IV, 17IW, 17IX, 17IY, 17IZ, 17JA, 17JB, 17JC, 17JD, 17JE, 17JF, 17JG, 17JH, 17JI, 17JJ, 17JK, 17JL, 17JM, 17JN, 17JO, 17JP, 17JQ, 17JR, 17JS, 17JT, 17JU, 17JV, 17JW, 17JX, 17JY, 17JZ, 17KA, 17KB, 17KC, 17KD, 17KE, 17KF, 17KG, 17KH, 17KI, 17KJ, 17KK, 17KL, 17KM, 17KN, 17KO, 17KP, 17KQ, 17KR, 17KS, 17KT, 17KU, 17KV, 17KW, 17KX, 17KY, 17KZ, 17LA, 17LB, 17LC, 17LD, 17LE, 17LF, 17LG, 17LH, 17LI, 17LJ, 17LK, 17LL, 17LM, 17LN, 17LO, 17LP, 17LQ, 17LR, 17LS, 17LT, 17LU, 17LV, 17LW, 17LX, 17LY, 17LZ, 17MA, 17MB, 17MC, 17MD, 17ME, 17MF, 17MG, 17MH, 17MI, 17MJ, 17MK, 17ML, 17MN, 17MO, 17MP, 17MQ, 17MR, 17MS, 17MT, 17MU, 17MV, 17MW, 17MX, 17MY, 17MZ, 17NA, 17NB, 17NC, 17ND, 17NE, 17NF, 17NG, 17NH, 17NI, 17NJ, 17NK, 17NL, 17NM, 17NO, 17NP, 17NQ, 17NR, 17NS, 17NT, 17NU, 17NV, 17NW, 17NX, 17NY, 17NZ, 17OA, 17OB, 17OC, 17OD, 17OE, 17OF, 17OG, 17OH, 17OI, 17OJ, 17OK, 17OL, 17OM, 17ON, 17OO, 17OP, 17OQ, 17OR, 17OS, 17OT, 17OU, 17OV, 17OW, 17OX, 17OY, 17OZ, 17PA, 17PB, 17PC, 17PD, 17PE, 17PF, 17PG, 17PH, 17PI, 17PJ, 17PK, 17PL, 17PM, 17PN, 17PO, 17PP, 17PQ, 17PR, 17PS, 17PT, 17PU, 17PV, 17PW, 17PX, 17PY, 17PZ, 17QA, 17QB, 17QC, 17QD, 17QE, 17QF, 17QG, 17QH, 17QI, 17QJ, 17QK, 17QL, 17QM, 17QN, 17QO, 17QP, 17QQ, 17QR, 17QS, 17QT, 17QU, 17QV, 17QW, 17QX, 17QY, 17QZ, 17RA, 17RB, 17RC, 17RD, 17RE, 17RF, 17RG, 17RH, 17RI, 17RJ, 17RK, 17RL, 17RM, 17RN, 17RO, 17RP, 17RQ, 17RR, 17RS, 17RT, 17RU, 17RV, 17RW, 17RX, 17RY, 17RZ, 17SA, 17SB, 17SC, 17SD, 17SE, 17SF, 17SG, 17SH, 17SI, 17SJ, 17SK, 17SL, 17SM, 17SN, 17SO, 17SP, 17SQ, 17SR, 17SS, 17ST, 17SU, 17SV, 17SW, 17SX, 17SY, 17SZ, 17TA, 17TB, 17TC, 17TD, 17TE, 17TF, 17TG, 17TH, 17TI, 17TJ, 17TK, 17TL, 17TM, 17TN, 17TO, 17TP, 17TQ, 17TR, 17TS, 17TT, 17TU, 17TV, 17TW, 17TX, 17TY, 17TZ, 17UA, 17UB, 17UC, 17UD, 17UE, 17UF, 17UG, 17UH, 17UI, 17UJ, 17UK, 17UL, 17UM, 17UN, 17UO, 17UP, 17UQ, 17UR, 17US, 17UT, 17UU, 17UV, 17UW, 17UX, 17UY, 17UZ, 17VA, 17VB, 17VC, 17VD, 17VE, 17VF, 17VG, 17VH, 17VI, 17VJ, 17VK, 17VL, 17VM, 17VN, 17VO, 17VP, 17VQ, 17VR, 17VS, 17VT, 17VU, 17VV, 17VW, 17VX, 17VY, 17VZ, 17WA, 17WB, 17WC, 17WD, 17WE, 17WF, 17WG, 17WH, 17WI, 17WJ, 17WK, 17WL, 17WM, 17WN, 17WO, 17WP, 17WQ, 17WR, 17WS, 17WT, 17WU, 17WV, 17WW, 17WX, 17WY, 17WZ, 17XA, 17XB, 17XC, 17XD, 17XE, 17XF, 17XG, 17XH, 17XI, 17XJ, 17XK, 17XL, 17XM, 17XN, 17XO, 17XP, 17XQ, 17XR, 17XS, 17XT, 17XU, 17XV, 17XW, 17XX, 17XY, 17XZ, 17YA, 17YB, 17YC, 17YD, 17YE, 17YF, 17YG, 17YH, 17YI, 17YJ, 17YK, 17YL, 17YM, 17YN, 17YO, 17YP, 17YQ, 17YR, 17YS, 17YT, 17YU, 17YV, 17YW, 17YX, 17YY, 17YZ, 17ZA, 17ZB, 17ZC, 17ZD, 17ZE, 17ZF, 17ZG, 17ZH, 17ZI, 17ZJ, 17ZK, 17ZL, 17ZM, 17ZN, 17ZO, 17ZP, 17ZQ, 17ZR, 17ZS, 17ZT, 17ZU, 17ZV, 17ZW, 17ZX, 17ZY, 17ZZ

5981-3
 STATE HOUSE ANNEX
 INDIANAPOLIS 4, INDIANA
 PROJECT NO. 3-2
 SECTION 11 29
 Parcel No. 17, 17A, 17B, 17C, 17D, 17E, 17F, 17G, 17H, 17I, 17J, 17K, 17L, 17M, 17N, 17O, 17P, 17Q, 17R, 17S, 17T, 17U, 17V, 17W, 17X, 17Y, 17Z, 17AA, 17AB, 17AC, 17AD, 17AE, 17AF, 17AG, 17AH, 17AI, 17AJ, 17AK, 17AL, 17AM, 17AN, 17AO, 17AP, 17AQ, 17AR, 17AS, 17AT, 17AU, 17AV, 17AW, 17AX, 17AY, 17AZ, 17BA, 17BB, 17BC, 17BD, 17BE, 17BF, 17BG, 17BH, 17BI, 17BJ, 17BK, 17BL, 17BM, 17BN, 17BO, 17BP, 17BQ, 17BR, 17BS, 17BT, 17BU, 17BV, 17BW, 17BX, 17BY, 17BZ, 17CA, 17CB, 17CC, 17CD, 17CE, 17CF, 17CG, 17CH, 17CI, 17CJ, 17CK, 17CL, 17CM, 17CN, 17CO, 17CP, 17CQ, 17CR, 17CS, 17CT, 17CU, 17CV, 17CW, 17CX, 17CY, 17CZ, 17DA, 17DB, 17DC, 17DD, 17DE, 17DF, 17DG, 17DH, 17DI, 17DJ, 17DK, 17DL, 17DM, 17DN, 17DO, 17DP, 17DQ, 17DR, 17DS, 17DT, 17DU, 17DV, 17DW, 17DX, 17DY, 17DZ, 17EA, 17EB, 17EC, 17ED, 17EE, 17EF, 17EG, 17EH, 17EI, 17EJ, 17EK, 17EL, 17EM, 17EN, 17EO, 17EP, 17EQ, 17ER, 17ES, 17ET, 17EU, 17EV, 17EW, 17EX, 17EY, 17EZ, 17FA, 17FB, 17FC, 17FD, 17FE, 17FF, 17FG, 17FH, 17FI, 17FJ, 17FK, 17FL, 17FM, 17FN, 17FO, 17FP, 17FQ, 17FR, 17FS, 17FT, 17FU, 17FV, 17FW, 17FX, 17FY, 17FZ, 17GA, 17GB, 17GC, 17GD, 17GE, 17GF, 17GG, 17GH, 17GI, 17GJ, 17GK, 17GL, 17GM, 17GN, 17GO, 17GP, 17GQ, 17GR, 17GS, 17GT, 17GU, 17GV, 17GW, 17GX, 17GY, 17GZ, 17HA, 17HB, 17HC, 17HD, 17HE, 17HF, 17HG, 17HH, 17HI, 17HJ, 17HK, 17HL, 17HM, 17HN, 17HO, 17HP, 17HQ, 17HR, 17HS, 17HT, 17HU, 17HV, 17HW, 17HX, 17HY, 17HZ, 17IA, 17IB, 17IC, 17ID, 17IE, 17IF, 17IG, 17IH, 17IJ, 17IK, 17IL, 17IM, 17IN, 17IO, 17IP, 17IQ, 17IR, 17IS, 17IT, 17IU, 17IV, 17IW, 17IX, 17IY, 17IZ, 17JA, 17JB, 17JC, 17JD, 17JE, 17JF, 17JG, 17JH, 17JI, 17JJ, 17JK, 17JL, 17JM, 17JN, 17JO, 17JP, 17JQ, 17JR, 17JS, 17JT, 17JU, 17JV, 17JW, 17JX, 17JY, 17JZ, 17KA, 17KB, 17KC, 17KD, 17KE, 17KF, 17KG, 17KH, 17KI, 17KJ, 17KL, 17KM, 17KN, 17KO, 17KP, 17KQ, 17KR, 17KS, 17KT, 17KU, 17KV, 17KW, 17KX, 17KY, 17KZ, 17LA, 17LB, 17LC, 17LD, 17LE, 17LF, 17LG, 17LH, 17LI, 17LJ, 17LK, 17LL, 17LM, 17LN, 17LO, 17LP, 17LQ, 17LR, 17LS, 17LT, 17LU, 17LV, 17LW, 17LX, 17LY, 17LZ, 17MA, 17MB, 17MC, 17MD, 17ME, 17MF, 17MG, 17MH, 17MI, 17MJ, 17MK, 17ML, 17MN, 17MO, 17MP, 17MQ, 17MR, 17MS, 17MT, 17MU, 17MV, 17MW, 17MX, 17MY, 17MZ, 17NA, 17NB, 17NC, 17ND, 17NE, 17NF, 17NG, 17NH, 17NI, 17NJ, 17NK, 17NL, 17NM, 17NO, 17NP, 17NQ, 17NR, 17NS, 17NT, 17NU, 17NV, 17NW, 17NX, 17NY, 17NZ, 17OA, 17OB, 17OC, 17OD, 17OE, 17OF, 17OG, 17OH, 17OI, 17OJ, 17OK, 17OL, 17OM, 17ON, 17OO, 17OP, 17OQ, 17OR, 17OS, 17OT, 17OU, 17OV, 17OW, 17OX, 17OY, 17OZ, 17PA, 17PB, 17PC, 17PD, 17PE, 17PF, 17PG, 17PH, 17PI, 17PJ, 17PK, 17PL, 17PM, 17PN, 17PO, 17PP, 17PQ, 17PR, 17PS, 17PT, 17PU, 17PV, 17PW, 17PX, 17PY, 17PZ, 17QA, 17QB, 17QC, 17QD, 17QE, 17QF, 17QG, 17QH, 17QI, 17QJ, 17QK, 17QL, 17QM, 17QN, 17QO, 17QP, 17QQ, 17QR, 17QS, 17QT, 17QU, 17QV, 17QW, 17QX, 17QY, 17QZ, 17RA, 17RB, 17RC, 17RD, 17RE, 17RF, 17RG, 17RH, 17RI, 17RJ, 17RK, 17RL, 17RM, 17RN, 17RO, 17RP, 17RQ, 17RS, 17RT, 17RU, 17RV, 17RW, 17RX, 17RY, 17RZ, 17SA, 17SB, 17SC, 17SD, 17SE, 17SF, 17SG, 17SH, 17SI, 17SJ, 17SK, 17SL, 17SM, 17SN, 17SO, 17SP, 17SQ, 17SR, 17SS, 17ST, 17SU, 17SV, 17SW, 17SX, 17SY, 17SZ, 17TA, 17TB, 17TC, 17TD, 17TE, 17TF, 17TG, 17TH, 17TI, 17TJ, 17TK, 17TL, 17TM, 17TN, 17TO, 17TP, 17TQ, 17TR, 17TS, 17TT, 17TU, 17TV, 17TW, 17TX, 17TY, 17TZ, 17UA, 17UB, 17UC, 17UD, 17UE, 17UF, 17UG, 17UH, 17UI, 17UJ, 17UK, 17UL, 17UM, 17UN, 17UO, 17UP, 17UQ, 17UR, 17US, 17UT, 17UU, 17UV, 17UW, 17UX, 17UY, 17UZ, 17VA, 17VB, 17VC, 17VD, 17VE, 17VF, 17VG, 17VH, 17VI, 17VJ, 17VK, 17VL, 17VM, 17VN, 17VO, 17VP, 17VQ, 17VR, 17VS, 17VT, 17VU, 17VV, 17VW, 17VX, 17VY, 17VZ, 17WA, 17WB, 17WC, 17WD, 17WE, 17WF, 17WG, 17WH, 17WI, 17WJ, 17WK, 17WL, 17WM, 17WN, 17WO, 17WP, 17WQ, 17WR, 17WS, 17WT, 17WU, 17WV, 17WW, 17WX, 17WY, 17WZ, 17XA, 17XB, 17XC, 17XD, 17XE, 17XF, 17XG, 17XH, 17XI, 17XJ, 17XK, 17XL, 17XM, 17XN, 17XO, 17XP, 17XQ, 17XR, 17XS, 17XT, 17XU, 17XV, 17XW, 17XX, 17XY, 17XZ, 17YA, 17YB, 17YC, 17YD, 17YE, 17YF, 17YG, 17YH, 17YI, 17YJ, 17YK, 17YL, 17YM, 17YN, 17YO, 17YP, 17YQ, 17YR, 17YS, 17YT, 17YU, 17YV, 17YW, 17YX, 17YY, 17YZ, 17ZA, 17ZB, 17ZC, 17ZD, 17ZE, 17ZF, 17ZG, 17ZH, 17ZI, 17ZJ, 17ZK, 17ZL, 17ZM, 17ZN, 17ZO, 17ZP, 17ZQ, 17ZR, 17ZS, 17ZT, 17ZU, 17ZV, 17ZW, 17ZX, 17ZY, 17ZZ

FROM STATION TO STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
Centerline to 672+00	feet	120 to 100
672+00 to 693+00	feet	100
693+00 to 695+00	feet	100 to 115
695+00 to 696+11.15	feet	115
696+11.15 to 714+83.07	feet	110
714+83.07 to 717+50	feet	110 to 100+
717+50 to 718+89+PL	feet	104+ to 100
718+89+PL to 720+00	feet	100
720+00 to 727+00	feet	
"N-RAMP" to 4+00	feet	
4+00 to 5+00	feet	65
5+00 to 8+24.65	feet	65 to 44
8+24.65 to 1+50	feet	44
1+50 to 2+00	feet	
2+00 to 2+50	feet	45
2+50 to 10+00	feet	45 to 60
10+00 to 11+20+P.R. "S-E"	feet	60

FROM STATION TO STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
Centerline to 4+00	feet	feet
4+00 to 7+00	feet	49
7+00 to 7+87.65	feet	49 to 70
7+87.65 to 8+72+P.R. "S-E"	feet	70 to 135.09
8+72+P.R. "S-E" to 1+50	feet	
1+50 to 7+00	feet	45 to 65
7+00 to 8+00	feet	65 to 44
8+00 to 10+33.74	feet	44
10+33.74 to 1+50	feet	
Centerline to "P.R. S-E"	feet	
0+89+PL to 1+50	feet	
1+50 to 1+76.22	feet	
1+76.22 to 2+56+P.R. "S-E"	feet	
2+56+P.R. "S-E" to 2+90.93	feet	
2+90.93 to 5+06.74+P.R. "S-E"	feet	
5+06.74+P.R. "S-E" to 7+13.50	feet	
7+13.50 to 8+50	feet	

The above and foregoing grant is made in consideration of payment of the sum of _____ Dollars (\$ _____), which sum shall be paid or held in escrow as specified to the order of _____ See Sheet 3 of 10

(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 1915 (Acts 1915, ch. 215, 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 the grantee. It is understood and agreed that all conveyance transfers only the right to take, construct and maintain such highway on said lands 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 mutually agreed and understood by grantor and grantee, shall become the property of the State of Indiana, and the grantee shall not constitute an obstruction to future construction or future 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, being duly sworn, says that he, she (its) or they (are) the sole owner(s) of the above described property and said grantee further represent that there are no encumbrances, leases, liens or claims 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 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.

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 above and foregoing grant is made in consideration of payment of the sum of _____ Dollars (\$ _____), which sum shall be paid or held in escrow as specified to the order of _____ See Sheet 4 of 10

(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 1915 (Acts 1915, ch. 215, 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 the grantee. It is understood and agreed that all conveyance transfers only the right to take, construct and maintain such highway on said lands 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 mutually agreed and understood by grantor and grantee, shall become the property of the State of Indiana, and the grantee shall not constitute an obstruction to future construction or future 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, being duly sworn, says that he, she (its) or they (are) the sole owner(s) of the above described property and said grantee further represent that there are no encumbrances, leases, liens or claims 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 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.

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.

_____ (Grantor)

_____ (Grantor)

_____ (Grantor)

_____ (Grantor)

PLANS ON SR. NO. SEC. PROJ. No. DATED.
 SO. FT. 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.

FROM STATION TO STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
ON CENTERLINE (C/L)		
8+50 to 11+00	80 feet	85+ to 70 feet
7+55+4-RAMP to 9+00	feet	70 feet
9+00 to 11+00	feet	feet
The limited access provisions do not apply to three following described feet		
Right of way not hereinbefore described as limited access right of way, feet		
11+00 to 15+50	80 feet	
15+50 to 19+00	80 to 50 feet	
11+00 to 13+50	feet	
13+50 to 15+00	feet	
15+00 to 19+00	feet	
Centerline to "S-5-E"	feet	
18+50 to 18+91.0	PL to 63.61 feet	
18+91.0 to 19+41+R.S-5-E	63.61 to 63+ feet	
19+41+R.S-5-E to 19+91+0	63+ to 61.29 feet	
19+91.0 to 20+30	61.29 to PL feet	
18+50 to 19+23+PL	feet	
19+58+PL to 20+30	100 to PL(21) feet	

The following described right of way is temporary right of way for Channel building removal.

The above and foregoing grant is made in consideration of payment of the sum of Dollars (\$), which sum shall be paid or held in escrow as specified to the order of See Sheet 5 of 10

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. 240, page 1111) 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.

PLANS ON SR. NO. SEC. PROJ. No. DATED.
 SO. FT. 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.

FROM STATION TO STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
ON CENTERLINE (C/L)		
Relocation on said project and will revert to the grantor upon the		
completion of said project.	feet	feet
Centerline to "P.R. S-5-E"	feet	feet
8+44.37 to 9+00	feet	164.10 to 190 feet
9+00 to 12+50	feet	190 to 150 feet
The following described right of way is temporary right of way for Bridge, Channel & Levee construction on said project and will revert to the grantor upon the completion of said project.		
Centerline to "P.R. Lane E"	feet	feet
666+62+PL to 672+00	feet	feet
665+29+PL to 665+00	feet	175 feet
665+00 to 665+50	feet	feet
665+50 to 670+00	feet	175 to 300 feet
670+00 to 670+50	feet	300 to 120 feet

The following described right of way is temporary right of way for the removal of buildings from the permanent right of way hereinbefore described on said project and will revert to the grantor upon the completion of said building removal.

The above and foregoing grant is made in consideration of payment of the sum of Dollars (\$), which sum shall be paid or held in escrow as specified to the order of See Sheet 6 of 10

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. 240, page 1111) 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.

STATE OF INDIANA
 COUNTY OF MARION
 STATE HOUSE ANNEX
 INDIANAPOLIS 9, INDIANA
 PROJECT No. 03-3-01-1
 SECTION 4 11 29
 RIGHT OF WAY GRANT
 Sheet 6 of 10

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Marion County, Indiana, have definitely described below, through, over and upon which will pass a public highway which is proposed by the State of Indiana, to be known as the State Highway Department, for the purpose 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. SEC. PROJ. No. DATED.
 SEC. 11 ACRES, MORE OR LESS, ACQUIRED
 Descriptions of parcels of land lying between the plan centerline and the plan right of way line on the above designated project.

FROM STATION TO STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
ON CENTERLINE (C/L)		
677+30 to 677+90	145 feet	feet
679+20 to 679+86	178 feet	feet
689+04 to 689+08	PL	feet
It is hereby agreed as part of the total consideration herein shown below that possession of the buildings and the land constituting the homestead on the real estate above described will be surrendered within days from the date first payment is received, and possession of the homestead will be given upon receipt of the first payment in the amount indicated herein.		
Permanent Right of Way on Project I-03-3(4) = 40.465 acres		
Temporary Right of Way on Project I-03-3(4) = 3.095 acres		
Station to 727+00 on "P.R. Line" E" End Project I-03-3(4)		
The limited access provisions apply to the following described right of way:		
Way on Project I-03-3(11)		
Begin Project I-03-3(11)		
Centerline to 5-P"		feet
727+00 to 734+67.5 PL	CL P.R. "E"	53 feet
735+19.4 PL to 741+73 PL	CL P.R. "E"	58 feet

The above and foregoing grant is made in consideration of payment of the sum of Dollars (\$), which sum shall be paid or held in escrow as specified to the order of.

See Sheet 7 of 10

(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 1915 (Acts 1915, 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 that the grantee shall not convey any right to any minerals or other substances underlying or overlying said highway and does not convey any right to any minerals or other substances underlying or overlying the surface, except as it may be used for the construction or maintenance of such improved highways.
 Any and all for the construction or maintenance of such improved highways.
 When, by special provisions as stated above, any trees and/or shrubs on the property of the State of Indiana, are mutually agreed and understood by grantor and grantee, that such special provision is only for such period as the excelled trees shall not constitute an obstruction to future construction or toward 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 printed 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 being duly sworn, says that he, she (it) or they (are) the sole owner(s) of the above described property and said grantor further represent that there are no encumbrances, leases, liens or options of any kind or character on said property, except as shown below, and that they make this representation for the purpose of inducing the State Highway Department of Indiana to issue the amount herein stipulated.
 Grantor 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.
 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.

STATE OF INDIANA
 COUNTY OF MARION
 STATE HOUSE ANNEX
 INDIANAPOLIS 9, INDIANA
 PROJECT No. 03-3-01-1
 SECTION 4 11 29
 RIGHT OF WAY GRANT
 Sheet 7 of 10

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Marion County, Indiana, have definitely described below, through, over and upon which will pass a public highway which is proposed by the State of Indiana, to be known as the State Highway Department, for the purpose 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. SEC. PROJ. No. DATED.
 SEC. 11 ACRES, MORE OR LESS, ACQUIRED
 Descriptions of parcels of land lying between the plan centerline and the plan right of way line on the above designated project.

FROM STATION TO STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
ON CENTERLINE (C/L)		
741+73 PL to 747+51 PL	PL	58 feet
Centerline to 6-P"	58	feet
727+00 to 735+62.6 PL	58	feet
734+17.0 PL to 742+16 PL	58	feet
Centerline to 1-P"	58	feet
658+74 PL to 675+59.40	58	feet
609+30.70 to 657+26 PL	58	feet
Centerline to 4-P"	58	feet
609+72.58 to 639+50	CL P.L"	58 feet
632+50 to 641+00	CL P.L"	58 to 90 feet
Centerline to 1-L"		feet
609+30.70 to 609+72.58		105.77 to 100 feet
Centerline to 1-M"		feet
642+08 PL to 648+09 PL	CL P.L"	feet
642+08 PL to 644+40 PL		208 to 340 feet
644+49 PL to 648+09 PL		340 to 396 feet
Centerline to 0"		feet
788+50 to 791+00		225 to 180 feet

The above and foregoing grant is made in consideration of payment of the sum of Dollars (\$), which sum shall be paid or held in escrow as specified to the order of.

See Sheet 8 of 10

(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 1915 (Acts 1915, 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 that the grantee shall not convey any right to any minerals or other substances underlying or overlying said highway and does not convey any right to any minerals or other substances underlying or overlying the surface, except as it may be used for the construction or maintenance of such improved highways.
 Any and all for the construction or maintenance of such improved highways.
 When, by special provisions as stated above, any trees and/or shrubs on the property of the State of Indiana, are mutually agreed and understood by grantor and grantee, that such special provision is only for such period as the excelled trees shall not constitute an obstruction to future construction or toward 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 printed 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 being duly sworn, says that he, she (it) or they (are) the sole owner(s) of the above described property and said grantor further represent that there are no encumbrances, leases, liens or options of any kind or character on said property, except as shown below, and that they make this representation for the purpose of inducing the State Highway Department of Indiana to issue the amount herein stipulated.
 Grantor 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.
 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.

This indenture witnesses 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 the 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. SEC. PROJ. No. DATED.
SO. FT. ACRES, MORE OR LESS, ACQUIRED

Descriptions 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.

Property lines, when Station Number and plus is followed by the letters P.L., F.L., P.L. or C.L.S. (the latter being Property line, Fence Line, Field Division, Lot Line and Centerline of Stream respectively) or other identifying notations, shall mean that the boundary line follows said identified line from plan centerline to plan right of way line.

FROM STATION TO STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
721+00 to 800+00	feet	180 to 100
800+00 to 793+88± PL	feet	100
783+50 to 793+38± PL	feet	PL
800+02.3± PL to 800+51.3± PL	feet	PL
803+17.4± PL to 803+90± PL	feet	PL
817+48± PL to 818+31.28	feet	100
The limited access provisions do not apply to the following described right of way not hereinbefore described as limited access right of way.		
Centerline to 6± PL	feet	feet
736+17.0± PL to 642+16±	feet	feet
Centerline to 0±	feet	feet
800+77 to 801+41.49	feet	214 to 261.34
801+41.49 to 793+02.1± PL	feet	261.34 to 223±
The following described right of way is temporary right of way for Fieldset		
Title on said project and will revert to the Grantor upon the completion of said project.	feet	feet
Centerline to 1±	feet	feet
609+30.70 to 609+72.58	feet	150

The above and foregoing grant is made in consideration of payment of the sum of _____ Dollars (\$ _____), which sum shall be paid or held in escrow as specified to the order of _____

See Sheet 9 of 10

(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. 205, 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 agreed that the grantee shall be responsible for the maintenance, repair and improvement of the highway on said highway and shall be responsible for the maintenance, repair and improvement of the highway, except as it may be used for the construction or maintenance of such improved highways.

Any and all timber, shrubbery, trees, buildings and all other physical improvements on the above granted right of way, when by special provision stated above, shall become the property of the State of Indiana.

When by special provision stated above, that such special provision is only for such period as is so specified, the grantor and grantee shall be bound to execute and record a deed conveying the same to the State of Indiana, Department of Indiana through its authorized representatives.

It is understood and agreed that all provisions of this grant are subject to 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, being duly sworn, says that he, she (it) or they (are) the owner(s) of the above described property, and said grantor(s) further represent that there are no encumbrances, leases, liens or claims 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.

Department of Indiana.

This indenture witnesses 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 the 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. SEC. PROJ. No. DATED.
SO. FT. ACRES, MORE OR LESS, ACQUIRED

Descriptions 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.

Property lines, when Station Number and plus is followed by the letters P.L., F.L., P.L. or C.L.S. (the latter being Property line, Fence Line, Field Division, Lot Line and Centerline of Stream respectively) or other identifying notations, shall mean that the boundary line follows said identified line from plan centerline to plan right of way line.

FROM STATION TO STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
609+00 to 609+30.70	feet	100
605+65± PL to 608+00	feet	feet
608+00 to 609+00	feet	feet
609+00 to 609+30.70	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.		
Centerline to 5-7± L	feet	feet
5+00 to 12+00	feet	PL to 100
14+00 to 15+00	feet	100
15+00 to 23+00	feet	100 to PL
The following described right of way is temporary right of way for Fieldset		
Title on said project and will revert to the Grantor upon the completion of said project.	feet	feet

The above and foregoing grant is made in consideration of payment of the sum of _____ Dollars (\$ _____), which sum shall be paid or held in escrow as specified to the order of _____

See sheet 10 of 10

(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. 205, 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 agreed that the grantee shall be responsible for the maintenance, repair and improvement of the highway on said highway and shall be responsible for the maintenance, repair and improvement of the highway, except as it may be used for the construction or maintenance of such improved highways.

Any and all timber, shrubbery, trees, buildings and all other physical improvements on the above granted right of way, when by special provision stated above, shall become the property of the State of Indiana.

When by special provision stated above, that such special provision is only for such period as is so specified, the grantor and grantee shall be bound to execute and record a deed conveying the same to the State of Indiana, Department of Indiana through its authorized representatives.

It is understood and agreed that all provisions of this grant are subject to 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, being duly sworn, says that he, she (it) or they (are) the owner(s) of the above described property, and said grantor(s) further represent that there are no encumbrances, leases, liens or claims 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.

Department of Indiana.

REGULAR

NO. 5230

72 RECORD 1404 P

INSR DATE 7-14-45

RECORDED DATE

JAN 26 1951

6-7

64-39279-56

PURDUE UNIVERSITY
OFFICE OF THE VICE-PRESIDENT AND TREASURER
LAFAYETTE, INDIANA

High School Rd
to
SP 52
MS

RECEIVED FOR RECORD
JUL 23 1964

RECEIVED H. J.

JUL 24 1964

MARION CO. COMMISSIONERS

Mr. John M. Smith
Marion County Board of Commissioners
822 City--County Building
Indianapolis, Indiana 46204

Dear Mr. Smith:

Enclosed herewith are four copies of a "Right of Entry" signed by Dr. F. L. Hovde, President of Purdue University, concerning land along 56th Street in Pike Township of Marion County. We use the identification as contained in an earlier letter written by you, describing the area from Kessler Boulevard to State Highway No. 52. I believe you will find that this is east of the tract in which you are interested, but we went ahead and used your description.

We do not have an extra copy of the plan which we refer to as Exhibit A. This exhibit is the plat which you sent to us last week showing the location of the right of way along west 56th Street which you wish to obtain from Purdue University. We would like to keep the one copy that you sent to us, if you can obtain another copy from the County Highway Department for your files.

I would like to call your attention to Paragraph No. 3 on Page I of the Right of Entry which states that the Board of Commissioners of Marion County will relocate and reconstruct the fence and improve the drainage along the right of way which you are requesting.

Would you please obtain the approval of the Board of Park Commissioners of the City of Indianapolis, and then have the appropriate official of the Board of Commissioners of Marion County sign in the spaces provided on all copies, and return one completed copy of the Right of Entry to this office for our files. You should keep the original copy for your files, and give one copy to the

L-8

DULY ENTERED
FOR TAXATION

AUG 6 1964

John T. Sutton
COUNTY AUDITOR

Robert G. Smith
Edward Gabbard

64-39279

Mr. John M. Smith

-2-

July 23, 1964

Board of Park Commissioners. This should then allow you to proceed with your work on 56th Street until a final grant is made by all parties concerned. It is my understanding that the right of way grant will be completed by the Marion County Board of Commissioners and forwarded to this office for signature. If you should have any questions concerning this right of entry, please let me know.

Sincerely yours,

Edward Gabbard
Edward Gabbard
Real Estate Manager

EG/mm
cc: Mr. L. J. Freehafer
Mr. Robert Goodrich
Miss Mary E. ...

BOARD OF COMMISSIONERS' RESOLUTION

FOR

METROPOLITAN THOROUGHFARE AUTHORITY OF MARION COUNTY

A resolution of the Board of Commissioners of Marion County granting a right of entry on and along certain right-of-way on 56th Street in Marion County.

WHEREAS, The Metropolitan Thoroughfare Authority of Marion County has heretofore duly resolved to reconstruct, broaden and improve a section of a thoroughfare in Marion County, Indiana, designated as 56th Street, and

WHEREAS, The Board of Commissioners of Marion County has heretofore obtained by negotiation or purchase all of the right-of-way necessary for the proposed reconstruction, and there is no further real estate required for the purpose to improve said portion and section of 56th Street in Marion County, and

WHEREAS, The hereinafter described real estate has been obtained by the Board of Commissioners of Marion County for the purpose of improving, broadening and reconstructing said 56th Street, and

WHEREAS, An urgent need and demand is present and it is desired and deemed necessary both by the Board of Commissioners of Marion County and the Metropolitan Thoroughfare Authority of Marion County that a right of entry over and upon the lands held by the County be granted to the Authority.

DULY ENTERED
FOR TAXATION

AUG 6 1954

John T. Swain
COUNTY AUDITOR

NOW, THEREFORE, BE IT RESOLVED THAT:

61 39279

SECTION 1. The Board of Commissioners of Marion County having heretofore obtained the right-of-way to the following described real estate in Marion County, Indiana, to wit:

Beginning at Sta 12 + 23 on Line "B", the approximate Section line and center line of West 56th St. in Marion County, Indiana, a point approximately 10' west of the center line of High School Road, and including right-of-way to the north of the center line of West 56th St. a distance of 45 feet in Sec 1-T16N-R2E in Pike Twp., Marion County to Sta 32 + 47, thence extending in a northeasterly direction to the intersection with the Indiana State Highway property line, a distance of 70 feet north of the center line of West 56th St.; and including right-of-way to the south of the center line of West 56th St. a distance of 70 feet at Sta 12 + 43, the east property line of High School Road, extending in a northeasterly direction to Sta 12 + 73 at a distance of 45 feet south of the center line of West 56th St., thence east to Sta 33 + 40 including all right-of-way a distance of 45 feet south of the center line of West 56th St. in Sec 12-T16N-R2E in Pike Twp., Marion County, thence in a southeasterly direction to the intersection with the Indiana State Highway property line, a distance of 65 feet south of the center line of West 56th St.; all right-of-way to the end of the Project Sta 33 + 71 of Line "B".

a right of entry be and the same is hereby granted to the Metropolitan Thoroughfare Authority on the above described land for the purpose of reconstructing and widening West 56th Street in Marion County, Indiana, in accordance with the Authority's plans and specifications for Project MTA-CP64-2A, prepared by Fraps & Associates, Inc., Registered Engineers.

SECTION 2. That upon completion of said roadway construction and approval of same by the County Engineer or Surveyor, the right-of-way and all rights pertaining to the roadway shall immediately revert to Marion County, Indiana, all pursuant to the provisions of the Metropolitan Thorough-

61 39279

fare Authority Act, the same being Chapter 386 of the Acts of 1963.

Adopted and executed on this 5 day of August, 1964.

Wm. M. Smith
W. E. Thompson
Paul R. Perry
BOARD OF COMMISSIONERS OF MARION COUNTY

RIGHT OF ENTRY

WHEREAS, the BOARD OF COMMISSIONERS OF MARION COUNTY, INDIANA, desires to widen and resurface West 56th Street in Pike Township, Marion County, Indiana, from Kessler Boulevard to State Highway No. 52, which construction work will require acquisition of right of way across certain lands of the undersigned in Marion County, Indiana,

AND WHEREAS, it is desirable that such construction be commenced as rapidly as possible, and not delayed until such time as the acquisition of such right of way can be completed.

NOW, THEREFORE, IN CONSIDERATION OF the agreements herein contained, it is agreed:

1. That the undersigned does hereby grant a right of entry on and across its lands affected by the above project which are more particularly described and set forth on the plans attached hereto, marked Exhibit A, and by reference incorporated herein and made a part hereof.
2. That this right of entry shall permit the Board of Commissioners of Marion County, Indiana, by and through its employees, agents and contractors to proceed with the said construction work and to do such acts thereon as would be permitted if the right of way had actually been obtained.
3. That the Board of Commissioners of Marion County, Indiana,

Does agree as a part of said construction work to (1) relocate and reconstruct the existing fence of undersigned on and along the new right of way line of

AUG 6 1964

Paul R. Perry
COUNTY CLERK

6-1 39279

said project and (2) to improve the drainage on said new right of way so that surface water will no longer accumulate and stand on the property of undersigned abutting said right of way, at its sole expense and without cost to the undersigned.

4. That the undersigned does not waive any right to make claim for any damages for any acts which are outside the right of way limits and which would normally be the basis for an action for damages.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this 22nd day of July, 1964.

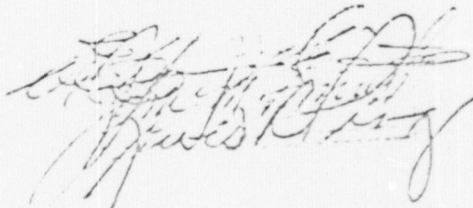
THE TRUSTEES OF PURDUE UNIVERSITY

By F. L. Hovde
F. L. Hovde, President of the University

Accepted and Approved:

THE BOARD OF COMMISSIONERS
OF MARION COUNTY, INDIANA

By _____



The Foregoing Approved and Consented to:

THE BOARD OF PARK COMMISSIONERS
OF THE CITY OF INDIANAPOLIS, INDIANA

By Robert H. ... V. Pres.

INTERIM CERTIFICATE OF TITLE

Pioneer National Title Insurance Company

Union Title Division

S.R. I65	PROJECT I65-3 (17) 120	COUNTY Marion	PNTIC # 67-958-O
-------------	---------------------------	------------------	---------------------

Name on Plans City of Indianapolis

Name of Fee Owner The City of Indianapolis for the use and benefit of its Park Department and its Board of Commissioners.

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation with its principal Indiana Office in the City of Indianapolis, in consideration of premium paid, hereby certifies that a search of the records from January 30, 1967, 8:00 A.M. to and including October 11, 1969, 8:00 A.M. reveals no changes as to the real estate described under PNTIC # 67-958-O except:

~~1. Taxes for 19___ payable 19___ in name of ___
Duplicate # ___ Parcel # ___ Township ___ Code # ___
May \$ ___ (paid) (unpaid); November \$ ___ (paid) (unpaid)
Taxes for 19___ payable 19___ now a lien.~~

1. Taxes for 1968 payable 1969 on W of Rd SW 1/4 1-16-2 51-385 ac in name of Indpls, City of Bd of Park Comm
Duplicate No. 9825480, Code No. 6-00
Township: Pike, Parcel No. 6004924
May none Payable; November none Payable
Taxes for 1969 now a lien.

2. Paragraphs 1 and 2 of NOTE appearing after Item 8 of Schedule B are amended to read as follows:

1. Adoption of resolution by Board of Park Commissioners of the City of Indianapolis, directing sale of the real estate herein, fixing the terms of such sale, and authorizing execution and delivery of deed. Authenticated copy of the resolution should be recorded.

2. Deed by Board of Park Commissioners of the City of Indianapolis, executed by its President and attested by its Secretary with its seal affixed.

3. Right of Entry Resolution dated May 16, 1966 by Board of Commissioners of Marion County for Metropolitan Thoroughfare Authority of Marion County as shown in Commissioner's Record 88 page 141 recorded February 13, 1967.

IN WITNESS WHEREOF, PIONEER NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereto affixed by its duly authorized officers.

ATTEST:

PIONEER NATIONAL TITLE INSURANCE COMPANY

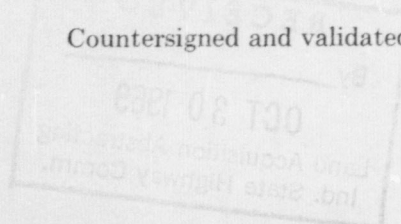
Bruce A. Nelson

Assistant Secretary

Walter A. McLean

Vice President

Countersigned and validated as of the 28 day of October, 19 69.



Greg S. Quizon

Authorized Signatory
Greg S. Quizon

GUARANTY OF TITLE

Pioneer National Title Insurance Company

Union Title Division

S.R.	PROJECT	COUNTY	PNTIC #
I65	I65-3 (17) 120	Marion	67-958-0

Names on Plans City of Indianapolis

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation with its principal Indiana Office in the City of Indianapolis, in consideration of premium paid, hereby guarantees that as of the 30 day of January, 19 67, 8 A.M.

(The City of Indianapolis for the use and benefit of its Park Department and its Board of Park Commissioners.)

Address: None Given

are the Record Owner or Owners of the property described in Schedule "A" as disclosed by a search of the Public Record for a twenty-year period immediately prior to the effective date of this Guaranty, and that said search disclosed no defects or liens or encumbrances in the title to said property except those shown in or referred to in Schedule "B".

This Guaranty is issued for the use and benefit of the State of Indiana.

The maximum liability of the undersigned under this Guaranty is limited to the sum of \$5,000.00.

IN WITNESS WHEREOF, PIONEER NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereto affixed by its duly authorized officers.

ATTEST:

PIONEER NATIONAL TITLE INSURANCE COMPANY

Russell Nelson
Assistant Secretary

Walter A. McLean
Vice President

Countersigned and validated as of the 21 day of Feb., 19 67.

Phillip B. Chew
Authorized Signatory
Phillip B. Chew
Attorney

SCHEDULE "A"

The property covered by this Guaranty is situated in the County of Marion in the State of Indiana and is described as follows:

Description Attached

The Record Owner or Owners disclosed above acquired title by

Deed from the State of Indiana dated January 28, 1966 recorded February 16, 1966, as Instrument #66-8053. (No U.S.R.)

No. 1

ENDORSEMENT

Issued By

PIONEER NATIONAL TITLE INSURANCE COMPANY

Attached to and forming a part of

Guaranty of Title No. 67-958-O

Paragraphs 1 and 2 of NOTE appearing after Item 8 of Schedule B are amended to read as follows:

1. Adoption of resolution by Board of Park Commissioners of the City of Indianapolis, directing sale of the real estate herein, fixing the terms of such sale, and authorizing execution and delivery of deed. Authenticated copy of the resolution should be recorded.
2. Deed by Board of Park Commissioners of the City of Indianapolis, executed by its President and attested by its Secretary with its seal affixed.

This endorsement is made a part of said Guaranty of Title and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Nothing herein contained shall be construed as extending or changing the effective date of said Guaranty of Title, unless otherwise expressly stated.

IN WITNESS WHEREOF, the Company has caused this endorsement to be executed by its duly authorized officer.

Dated October 9, 1969

Pioneer National Title Insurance Company

by Ronald W. Morris
Ronald W. Morris
Advisory Title Officer

mg

SCHEDULE "B"

This certificate is a guarantee of Record Ownership only and as such does not purport to cover nor disclose:

1. the rights of parties in possession
2. matters that might be disclosed by an accurate survey
3. statutory liens for labor or materials unless filed of record
4. ordinances, laws or regulations enacted by governmental authority

The search of the record of the property described in Schedule "A" discloses the following liens, encumbrances or defects in the title of the Record Owner or Owners.

~~5. Taxes for 19____ payable 19____ in name of _____
Duplicate # _____ Parcel # _____ Township _____ Code # _____
May \$ _____ (paid) (unpaid); November \$ _____ (paid) (unpaid)
Taxes for 19____ payable 19____ now a lien.~~

5. Taxes for 1965 payable 1966 on W of Rd SW 1/4 S1 T16 R2 51.385 ac in name of Purdue University, Trs.
Duplicate #6004917, Parcel #6004924, Township Pike, Code #6-00
May None Payable November None Payable
Above Parcel listed as Non-Taxable
Taxes for 1966 payable 1967 now a lien.

6. Right of Way grants to State of Indiana, as follows to-wit:

Recorded	Deed Record	Instrument #
September 13, 1946	1232	54055
January 23, 1961	1845	5981
January 26, 1951	1404	5230

(Exact location cannot be determined from the record).
(Copies attached.)

7. Right of Way Grant to State of Indiana dated November 8, 1961, recorded November 16, 1961, in Deed Record 1895, Instrument #98470.
(Copy attached)

8. Right of Entry easement from Purdue University to The Board of Commissioners of Marion County, Indiana dated July 22, 1964, recorded July 24, 1964, as Instrument #64-39279.
(Copy attached)

Note: Conveyance from titleholder shown herein may be made pursuant to the following procedure:

1. Preparation by the Board of Park Commissioners of an Ordinance authorizing sale of subject real estate, and submission of said Ordinance to the City Council.
Then passage of said ordinance by the City Council by a vote of not less than two-thirds.
2. Deed by City of Indianapolis by the Mayor, attested by the City Clerk with the seal of the City affixed thereon.

REAL ESTATE DESCRIPTION

Part of the Southwest Quarter of Section 1, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, to-wit:

Commencing at the southwest corner of said quarter section; thence Easterly 1,701.6 feet along the south line of said quarter section; thence North 646.8 feet; thence West 209 feet to the point of beginning of this description, said point of beginning being on a northwestern line of a certain easement conveyed July 17, 1945 to the State of Indiana and as evidenced in Deed Record 1404, page 406, in the Office of the Recorder of Marion County, Indiana; thence South 33 degrees 37 minutes West 281.9 feet along the Northwestern line of said easement; thence North 25 degrees 53 minutes West 175.7 feet; thence North 28 degrees 14 minutes West 495.1 feet; thence North 30 degrees 54 minutes West 99 feet; thence North 31 degrees 24 minutes West 99 feet; thence North 31 degrees 54 minutes West 99 feet; thence North 32 degrees 16 minutes West 52.4 feet to a north line of the owner's lands; thence Easterly 60.6 feet along said north line to a southwestern boundary of Interstate 65; thence South 37 degrees 09 minutes 30 seconds East 159.1 feet along the southwestern boundary of Interstate 65 to a southeastern boundary of Interstate 65; thence North 52 degrees 50 minutes 30 seconds East 159 feet along said southeastern boundary to a southwestern boundary of U.S.R. 52; thence South 37 degrees 09 minutes East 8.5 feet along the southwestern boundary of U.S.R. 52; thence South 31 degrees 19 minutes East 69.5 feet along the southwestern boundary of U.S.R. 52; thence South 30 degrees 54 minutes East 101 feet along the southwestern boundary of U.S.R. 52; thence South 30 degrees 00 minutes East 494.1 feet; thence South 29 degrees 41 minutes East 52.6 feet to the point of beginning and containing 4.366 acres, more or less.

Also, a part of the Southwest Quarter of Section 1, Township 16 North, Range 2 East, Marion County, Indiana, described as follows: Beginning on the north boundary of 56th Street Easterly 1,850.8 feet (along the south line of said quarter section) and Northerly 16.3 feet (at right angles to said south line) from the southwest corner of said quarter section; thence Westerly 320.9 feet along said north boundary; thence North 25 degrees 53 minutes West 326.7 feet to a southeastern line of a certain easement conveyed July 17, 1945 to the State of Indiana and as evidenced in Deed Record 1404, page 406 in the Office of the Recorder of Marion County, Indiana; thence North 33 degrees 37 minutes East 290.4 feet along the southeastern line of said easement; thence South 29 degrees 41 minutes East 611.3 feet to the point of beginning and containing 2.910 acres, more or less.

44955

EASEMENT

1-16-2

TOWN LOT RECORD
page 353

James E. Bragg, unincorporated

Inst. #1245

Recorded, 1916

to
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. - ~~Intersecting~~ 619 Sec. B. Tr. No. --
Distance in feet is from center line as shown on the above designed plans to the new Right of Way line hereby granted.

From Station to Station	Left Side of Center Line	Center Line	Right Side of Center Line
Line S-4 G	XXXXX	X	XXXXX
290 + 10 to 301 + 68	-----	feet	50 feet

The above and foregoing grant is made in consideration of payment of the sum of \$241.20, which sum shall be paid to the order of ~~James E. Bragg~~ James E. Bragg, R R 1 New Augusta

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.

(over)

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. Wherever 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 successors or if he or they object, may sell or destroy such timber.

The undersigned ~~Josephine D. DeGorbo~~ Grantor 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.

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

The above grant is hereby accepted.

STATE OF INDIANA,

by John H. Lauer

Chairman, State Highway Commission of Indiana.

October 20, 1945

Flood Agreement
Park above 815.0

THIS AGREEMENT, made and entered into this 21st day of June, 1962, by and between The Trustees of Purdue University, a body corporate, created by Chapter 6 of the Acts of the General Assembly of Indiana of 1869 (herein referred to as the "University"); Purdue Research Foundation, an Indiana corporation (herein referred to as the "Foundation"); the Board of Flood Control Commissioners, in control of the Department of Flood Control, an executive department of the City of Indianapolis, Indiana, created by Chapter 43 of the Acts of the General Assembly of Indiana of 1937, as amended (herein referred to as "Flood Commissioners"); and the Board of Park Commissioners, in control of the Department of Public Parks, an executive department of the City of Indianapolis, Indiana, created by Chapter 144 of the Acts of the General Assembly of Indiana of 1919, as amended (herein referred to as "Park Commissioners");

WITNESSETH:

WHEREAS, the University, by gift of J. K. Lilly of Indianapolis, Indiana, now owns certain land and expects to receive hereafter certain additional land, also by gift from J. K. Lilly, which land lies on either side of Eagle Creek in Pike Township, Marion County, Indiana, and is hereinafter more particularly described and sometimes referred to as the "Lilly Land"; and

WHEREAS, the Foundation has acquired certain parcels of property

in the area of the Lilly Land hereinafter more particularly described and sometimes referred to as the "Foundation Land"; and

WHEREAS, Eagle Creek has in the past flooded many areas of Marion County, Indiana, causing extensive destruction of property; and

WHEREAS, the Flood Commissioners are now proceeding with a project of flood control on Eagle Creek which involves the construction of a dam downstream on Eagle Creek from the Lilly Land, which dam, when completed, will flood portions of the Lilly Land and the Foundation Land and at times will cause flowage on the Lilly Land and the Foundation Land above the normal water level of the reservoir created by said dam; and

WHEREAS, the University and the Foundation are willing, in the public interest, to cooperate with the Flood Commissioners in such project and to expedite the acquisition of the Lilly Land and the Foundation Land necessary for said reservoir and flowage; and

WHEREAS, the body of water created by the Eagle Creek project of the Flood Commissioners will provide excellent recreational facilities which should be enjoyed by all of the public on equal terms and unless controlled and policed could create serious problems affecting the public health, safety and morals, which control and policing will be possible only if the offshore land adjoining the reservoir is owned and controlled by a public body; and

WHEREAS, the remaining Lilly Land and the Foundation Land not within the flood or flowage plain of the reservoir to be created by the aforesaid project, because of its location near to residents of the City of Indianapolis and Marion County, with excellent highways adjacent to said land, and because its rolling wooded terrain would provide excellent needed park facilities for the growing population of the city and county; and

WHEREAS, the University has no plans for and can make no use of the Lilly Land for the educational purposes of the University, and, therefore, deems it in the best interests of the University, and consistent with the intent of the donor, to sell such land and make use of the funds derived for University purposes; and

WHEREAS, the University and the Foundation are now willing to sell and the Flood Commissioners and Park Commissioners are willing to buy the Lilly Land and the Foundation Land upon the conditions hereinafter stated; now therefore,

In consideration of the mutual covenants herein contained,
IT IS AGREED as follows:

1. Subject to the conditions herein stated, the University agrees to sell, and the Flood Commissioners agree to buy, all of the following described real estate which lies below the 815 foot contour established by the U. S. Geodetic Survey, as shown on Exhibit A attached, being the

areas marked in blue and green, containing one thousand (1,000) acres, more or less, and lying within Marion County, Indiana, namely:

All that property in Sections 2, 3 and 4 in Township 16 North, Range 2 East, also in Sections 32, 33, 34, 35, 27, 28 and 29 in Township 17 North, Range 2 East, in Marion County, Indiana, and being bounded and described as follows:

Tract No. 1

Beginning at a point in the southwest corner of Section 4 at the intersection of West 56th Street and the County Line Road; thence, northwardly along the west line of said Section 4 and said County Line Road to a point in the north line of said Section 4 at the centerline of West 62nd Street; thence eastwardly along said north line of Section 4 and said centerline of West 62nd Street to a point in the centerline of Fishback Road; thence, northwardly into Section 32 upon and along said centerline of Fishback Road to a point where said Fishback Road deflects 90^o, more or less, to the right, said point being in Section 29; thence, eastwardly following said centerline of Fishback Road for a distance of 757.2 feet to a point in the west line of a 22.801 acre tract lying at the southwest corner of the intersection of said Fishback Road and Wilson Road; thence, northwardly along said west line of said 22.801 acre tract to a point in the north line of said tract and the centerline extended of Wilson Road; thence, eastwardly along said north line of said 22.801 acre tract and said centerline extended of Wilson Road to a point in the centerline intersection of said Wilson and said Fishback Roads; thence, eastwardly along said centerline of Wilson Road through Section 29 and into Section 28 to the centerline intersection of said Wilson Road with Dandy Trail; thence, northeastwardly along said Wilson Road centerline to the westerly right of way line of Interstate Route 65; thence, southeastwardly along said westerly line of Interstate Route 65 through Sections 28, 27, 34 and 2 to a point in the south line of said Section 2 and the centerline of West 56th Street; thence, westwardly along said south line of Section 2 and said centerline of West 56th Street to a point in the southwest corner of Section 2 at the centerline intersection of said West 56th

Street with Reed Road; thence, westwardly along said centerline of West 56th Street and the south line of Section 3 to the point where said centerline of said West 56th Street leaves said south line of Section 3; thence, continuing westwardly along the south line of said Section 3 to the southwest corner of said Section; thence, westwardly along the south line of Section 4 to the place of beginning of this description, excepting therefrom the following described tracts:

DeLong's 20.20 acre tract in the southwest quarter of the southwest quarter of Section 4; R. B. and J. D. Rhoads' 22 acre tract in the southeast quarter of the southwest quarter of said Section 4; P. R. and M. C. Noe's 6 acre tract in the southeast quarter of the southwest quarter of said Section 4; L. W. Fisher and P. H. Weer's 5 acre tract in the northwest quarter of the southeast quarter of said Section 4; the cemetery property in the southwest quarter of the southeast quarter of said Section 4; M. and M. Grant's 3 1/4 acre tract in the northeast quarter of the southeast quarter of Section 32; a one acre tract in the northwest quarter of the northeast quarter of Section 32 being sold by the University to Texas Eastern Transmission Corporation; E. A. Block's 50.6 acre tract in the west half of the southwest quarter of Section 28; C. & O. Caldwell's 8.82 acre tract in the northwest quarter of the southwest quarter of Section 28; J. A. and T. A. Stonehouse's 10.3 acre tract in the northeast quarter of the southwest quarter of Section 28; F. A. and A. S. Bruner's 1.054 acre tract in the northwest quarter of the southeast quarter of Section 28; F. N. and D. E. Wade's 8.32 acre tract in the southwest quarter of the southeast quarter of said Section 28; J. E. Ward's 0.07 of an acre residue from said Ward's original 2.017 acre tract which was severed from said 2.017 acre tract by Interstate Route 65, said residue being a part of the northeast quarter of the southeast quarter of said Section 28; J. C. Jameson's 9.37 acre tract and G. K. Welliver's 7.5 acre tract both in the northwest quarter of the southwest quarter of Section 33; N. A. Perry's 38.88 acre tract in the south half of the southeast quarter of Section 33; G. H. Norman's 10.0 acre tract in the northeast quarter of the northwest quarter of Section 2; J. F. Malone's 4.21 acre tract and H. Wilson's 2 acre tract, both in the northeast quarter of the northeast quarter of Section 3; J. G. and V. Wilson's 9.24 acre tract, C. L. and E. Potter's 0.97 acre of an acre tract and W. and R. Banks' 1.0 acre tract, all three in the northeast quarter of said Section 3; Mt. Pleasant Baptist Church's 2 acre tract, J. & L. Henard's 2.5 acre tract, Hines' 7.0 acre tract, and

E. B. Embry's 3.0 acre tract, all four in the east half of the southeast quarter of said Section 3; W. F. Lee's 6.39 acre tract in the southwest quarter of the northeast quarter of said Section 3, also in the northwest quarter of the southeast quarter of said Section 3, and also in the northeast quarter of the southwest quarter of said Section 3; Longview Realty Corporation's 73.37 acre tract in the north half of said Section 3; G. B. and V. G. Jarvis' 1.80 acre tract in the northeast quarter of the southwest quarter of said Section 3; W. E. and M. C. Beyer's 1.14 acre tract in the east half of the southwest quarter of said Section 3; and finally Alphabet Realty Corporation's 7.0 acre tract in the south half of the southwest quarter of said Section 3.

Tract No. 2

Being an 118.86 acre tract in the northwest quarter of Section 11, Township 16 North, Range 2, East, in Marion County, Indiana.

Tract No. 3

Being that part of the east half of the east half of Section 2, Township 16 North, Range 2 East and that part of the west half of the west half of Section 1, Township 16 North, Range 2 East, in Marion County, Indiana, and being more particularly described as follows:

Beginning in the south line of said Section 1, also being the centerline of West 56th Street at its intersection with the centerline of U. S. Route 52 (Lafayette Road) as the same is located and established; thence, westwardly along said south line of Section 1 and said centerline of West 56th Street to a point in the southwest corner of said Section 1, said point also being at the point of intersection of the centerlines of said West 56th Street and High School Road; thence, westwardly along said centerline of West 56th Street and the south line of Section 2 to the easterly right of way line of Interstate Route 65; thence, northwardly along said easterly right of way line of said Route 65 to the centerline of U. S.

Route 52 (Lafayette Road) as the same is located and established; thence, southeastwardly along said centerline to a point in the east line of Section 2 at the centerline of High School Road; thence, continuing southeastwardly along said centerline of U. S. Route 52 into Section 1 to the place of beginning, except therefrom the following described tract.

N
Lela Bragg's three acre, more or less, residue located on the west side of Interstate Route 65, said residue being in the west half of the west half of Section one.

for a price equal to the value of such real estate as determined by three (3) disinterested appraisers to be appointed as required by law.

2. Subject to the conditions hereinstated, the University agrees to sell, and the Park Commissioners agree to buy, all of the real estate described in Paragraph 1 which lies above the 815 foot contour established by the U. S. Geodetic Survey, as shown on Exhibit A attached, being the area marked by diagonal lines as Purdue University property, containing two thousand five hundred (2,500) acres, more or less, and lying within Marion County, Indiana, for a price equal to the value of such real estate as determined by three (3) disinterested appraisers appointed as required by law.

3. Subject to the conditions herein stated:

(a) the Foundation agrees to sell, and the Flood Commissioners agree to buy, for a price equal to the value of such real estate determined by three (3) disinterested appraisers appointed as required by law, such of the following described real estate which may lie below the 815 foot contour established by the U. S. Geodetic Survey; and

(b) the Foundation agrees to sell, and the Park Com-

missioners agree to buy, such of the following described real estate which may lie above the 815 foot contour established by the U. S. Geodetic Survey, namely:

Tract No. 1

Part of the East One-Half of the Southeast One-Quarter of Section 3, Township 16 North, Range 2 East, in Marion County, Indiana, described as follows:

Beginning at a point in the east line of said East One-Half Quarter Section 308 feet south of the northeast corner thereof and running thence south along and with said east line 220 feet; thence west parallel to the north line of said Quarter Section 990 feet; thence north parallel to the said east line 220 feet; thence east 990 feet to the place of beginning, containing 5.0 acres more or less.

Tract No. 2

Part of the Northeast One-Quarter of Section 3, Township 16 North, Range 2 East, Marion County, Indiana, described as follows, to-wit: Beginning at a point on the east line of said Quarter Section 16.50 feet south of the northeast corner thereof running thence West parallel with the north line of said Quarter Section 1381.33 feet to a point; thence south parallel with the east line of said Quarter Section 197.50 feet to a point; thence eastwardly 1381.33 feet to a point in the east line of said Quarter Section 210.97 feet south of the northeast corner thereof; thence north along said east line 194.47 feet to the place of beginning.

acres?

Excepting however, the following described part: Beginning at a point 16.5 feet south of the north line and 939.08 feet west of the east line of said Quarter Section; running thence west parallel with the aforesaid north line, 442.25 feet to a point; thence south parallel with the east line of said Quarter Section 197.5 feet to a point; thence east 442.25 feet to a point which is 196.53 feet south of the place of beginning; thence north to the place of beginning, containing two acres be the same more or less.

EXCEPTION ONLY

4. The obligation of the University and the Foundation to perform is subject to:

(a) The payment on the closing date of the price determined as stated in 1, 2, and 3 above in cash, or by certified check;

(b) Closing by the Flood Commissioners and the Park Commissioners with the Foundation contemporaneously with the closing with the University;

(c) Closing with the Flood Commissioners contemporaneously with closing with the Park Commissioners;

(d) The acquisition prior to closing, by gift from J. K. Lilly, of any land described in 1 and 2 above not now owned by the University subject, however, to the option of the Flood Commissioners and Park Commissioners to proceed with closing on all of the described land owned at the time of closing by the University, at a price in each case reduced in proportion to the reduced number of acres to be conveyed;

(e) Appraisal as required by law;

(f) Approval of the sale by the Governor of Indiana;

(g) Written statement of the Attorney General of Indiana that all of the conditions necessary to the legal and valid sale, conveyance and disposition of such property have been fully complied with.

5. The obligation of the Flood Commissioners is subject to:

(a) Financing of the purchase price by issuance of its taxing district bonds;

(b) Delivery of abstracts showing marketable title to the lands to be acquired hereunder at least sixty (60) days prior to closing date;

(c) Delivery of a warranty deed or deeds conveying title in fee simple, free of all liens and encumbrances, to the City of Indianapolis for the use and benefit of its Department of Flood Control and Board of Flood Control Commissioners of the lands acquired hereunder; subject, however, to all existing rights-of-way, highways and existing easements and restrictions of record, and rights of tenants in possession.

6. The obligation of the Park Commissioners is subject to:

(a) Financing of the purchase price by issuance of its taxing district bonds;

(b) Appraisal of such property as required by law, at a value equal to or greater than the purchase price;

(c) The prior or contemporaneous closing by the Flood Commissioners;

(d) Delivery of abstracts showing marketable title to the lands to be acquired hereunder, at least sixty (60) days prior to closing date;

(e) Delivery of a warranty deed conveying title in fee simple, free of all liens and encumbrances, to the City of Indianapolis for the use and benefit of its Department of Public Parks and Board of Park Commissioners of the lands acquired hereunder; subject, however, to all existing rights-of-way, highways and existing easements and restrictions of record, and rights of tenants in possession.

7. All parties hereto shall proceed to take, as promptly as possible, all of the necessary legal steps to complete the performance of the acts to be done hereunder. The closing date hereunder shall be the date fixed by notice in writing by the Flood Commissioners and Park Commissioners to the University and the Foundation at least ninety (90) days prior to closing, which notice shall be given by posting in the United States mail, first class postage prepaid, addressed to "Purdue University, Lafayette, Indiana," and "Purdue Research Foundation, Lafayette, Indiana," or such date as may be agreed upon between the Flood Commissioners and Park Commissioners respectively and the

University and the Foundation.

8. In the event the appraisal by the three appraisers appointed as required by law, of the entire real estate described in Section 1 lying both below and above the 815 foot contour is less than Four Million Five Hundred Thousand Dollars (\$4,500,000), this agreement may be terminated by the University at its option within thirty (30) days thereafter upon written notice to the Flood Commissioners and the Park Commissioners. In the event the University exercises such option to terminate this agreement, this agreement shall be terminated as to the Foundation as well. In the event such appraisal exceeds Five Million Dollars (\$5,000,000), this agreement may be terminated by either the Flood Commissioners or the Park Commissioners at their option within thirty (30) days thereafter upon written notice to the University and the Foundation. Upon the exercise of such option by either the Flood Commissioners or Park Commissioners, this agreement shall be null and void in its entirety as to all parties hereto.

9. If no land is conveyed under this agreement prior to December 31, 1964, the University may, at its option, terminate this agreement at anytime thereafter upon thirty (30) days written notice to the other parties hereto and upon such termination this agreement shall be null and void as to all parties. In the event part but not all of the land covered by this agreement is acquired by the Flood Commissioners and the Park Commis-

sioners as provided in section 4 (d), any of such land not conveyed and thereafter acquired by the University by gift from J. K. Lilly may be acquired by the Flood Commissioners and Park Commissioners at anytime within one year from its acquisition by the University upon the terms and conditions other than section 4 (b) of this agreement.

Executed in quadruplicate as of the day and year above given.

THE TRUSTEES OF PURDUE UNIVERSITY

(Seal)

By

Wm. A. Hanley
President

Attest:

Mary Elizabeth Skinner
Secretary

Approved:

H. H. Hatcher
Treasurer

PURDUE RESEARCH FOUNDATION

(Seal)

By *Daniel L. Horde*
President

Attest:

James P. Low
Secretary

BOARD OF FLOOD CONTROL COM-
MISSIONERS OF THE CITY OF
INDIANAPOLIS, INDIANA

By *James O. Blythe*
Daniel C. Hatton
Hazel B. Miller
Stephen W. Burres
Members

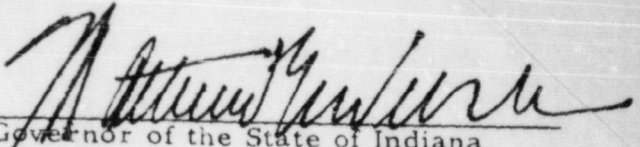
BOARD OF PARK COMMISSIONERS
OF THE CITY OF INDIANAPOLIS,
INDIANA

By *Russell Stonehouse*
Robert Blackburn
Edith ...
Members

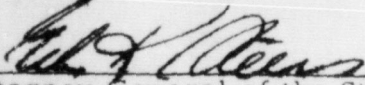
APPROVED BY:

Charles H. Boswell
Mayor, City of Indianapolis, Indiana

The foregoing agreement has been examined and approved by me
in my official capacity as Governor of the State of Indiana, this 13
day of June, 1962.


Governor of the State of Indiana

Examined and approved by me
as to form:


Attorney General of the State of
Indiana

PORDUE UNIVERSITY LILLY PROPERTY MAP.

