DEED OF CONVEYANCE

Project Code

1-65-3(17)120 00005

Parcel

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

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 County in the State of Indiana, to wit:

MARION

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.

Page 1

Paid by Warrant Wo. U-301268

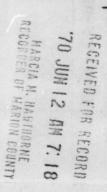
Dared Tripy 4 -1970(CONTINUED ON PAGE 2)

This Instrument Prepared by Henry attoche 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 AFOREDESCRIBED REAL ESTATE WHICH ORDINANCE HAS BEEN DULY PASSED BY THE CITY COUNCIL OF INDIANAPOLIS, INDIANA,
ON AFRIL 5, 1967.

70 24340



Land and improvements \$... Damages \$... Total consideration \$ 41, 948,00

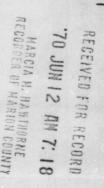
The grantor shall clear and convey free of all leases, licenses, or other interests both legal and equitable, and all encumbrances of any kind or character on, in and under said land as conveyed.

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 they is no one other than above grantor(s) who has (have) had any proprietary right, title or interest in the above described. All 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.

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CITY OF INA	IANA POLIS	Grantor	in the above	e convevance.	and acknowl-
dged the same to be	I have hereunto subs	act and deed, for the u cribed my name and affi	ses and purposes here ixed my official seal.	in mentioned.	lotary Public
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ay of april	, A.	D. 19.68; personally	appeared the within no	amed	
Judson	a F. Haggerty	MEMbER, Bo	and of PAY	K Comm	LISSIONER
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Land and improvements \$, Damages \$		\$ 41,948.00
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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 Whereo	f. the said GRAN	tor by AND	1 through its	BONRE	OF PAR	K
has he eunto set its hand	and seal this	8 + 4	day of AFR			67
Davald M.	12					
Judson J. A.	4					
I John & Bu	Oges A					
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111				Alla	7.0	(Seal)
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City of IN.	dianapolic	(Seat)		0 1/	9	. 0
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STATE OF INDIANA, MA	nhim					10
peture me, the undersigned, a	troum y a trout the miles				************	*********
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*** STATUS REPORT ***

PROJECT NO. 1-65-3 (17)	PARCEL NO.
STATE ROAD NO. 1-65	COUNTY Marion
THIS PARCEL WAS PURCHASED AS FOLLOWS:	DATE 4-13-70
NAME OF OWNER The City Of Indianapolis for Department And Its Board Of ADDRESS 1426 West 29th. St. Indianapoli	f Park Commissioners
THIS IS A: ()-TOTAL TAKE, (X)-PARTIAL 1. LAND AND IMPROVEMENTS 2. DAMAGES	\$ 41,948.00
3. TOTAL CONSIDERATION PAID	
4. SALVAGE VALUE OF RETAINED IMPRO	OVEMENTS\$ None
	IGNS, AND LAND IMPROVEMENTS IN RIGHT-OF-WA
ADDRESS OR LOCATION OF ABOVE LISTED ITEM	MS IN THE RIGHT-OF-WAY:
APPROVED W. Hooten	Signed BR Souder (Negotiator)

Broker

() Other, specify:

Control- La Projectfile
Tend Acquisition Division (2.70)
PROJECT NO
COUNTY MArion PARCEL NO. /
NAME & ADDRESS OF OWNER City of Ondianapolis Park Board
1426W. 29th St. 12ndpls, PHONE #
NAME & ADDRESS OF PERSON CONTACTED
PHONE #
(List other interested parties on reverse side including nature of their interest)
DATE ASSIGNED 4-11-70 DATE OF CONTACT 4/21-70 TIME OF CONTACT 10:30AL
OFFER STORY TYPE OF CONTACT: ()-PERSONAL VISIT, ()-TELEPHONE CALL Write, YES, NO or NA (for Not Applicable), as appropriate, in each numbered blank space:
1 Checked Abstract with owner? 12 Secured driveway right of entry
2. Any affidavits taken? 13. Sent Daily Notice to Relocation
Any mortgage(s)? Section.
Any other liens, judgments, etc.? LEFT FOLLOWING PAPERS WITH OWNERS:
5. Showed plans? Explained take? 14. Written offer? 6. Explained about retentions? 15.
Ketention Letter!
Transfer of Property Letter?
a lax memo (interim period)?
10. Arranged for owner to pay taxes? 19. Receipt of Deed? Copy of Deed?
11. Secured Right of Entry? 20. Private appraisal letter?
21. Brochure, "Relocation & You?"
REMARKS: Compared m, John I. Bulger D. med
11:11
Werefield his signature on Deed,
notarinel same
Status of Parcel: ()-Secured, ()-Condemned, ()-Other (Explain): Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Attorney
() Broker () Other, specify:
(Signature)

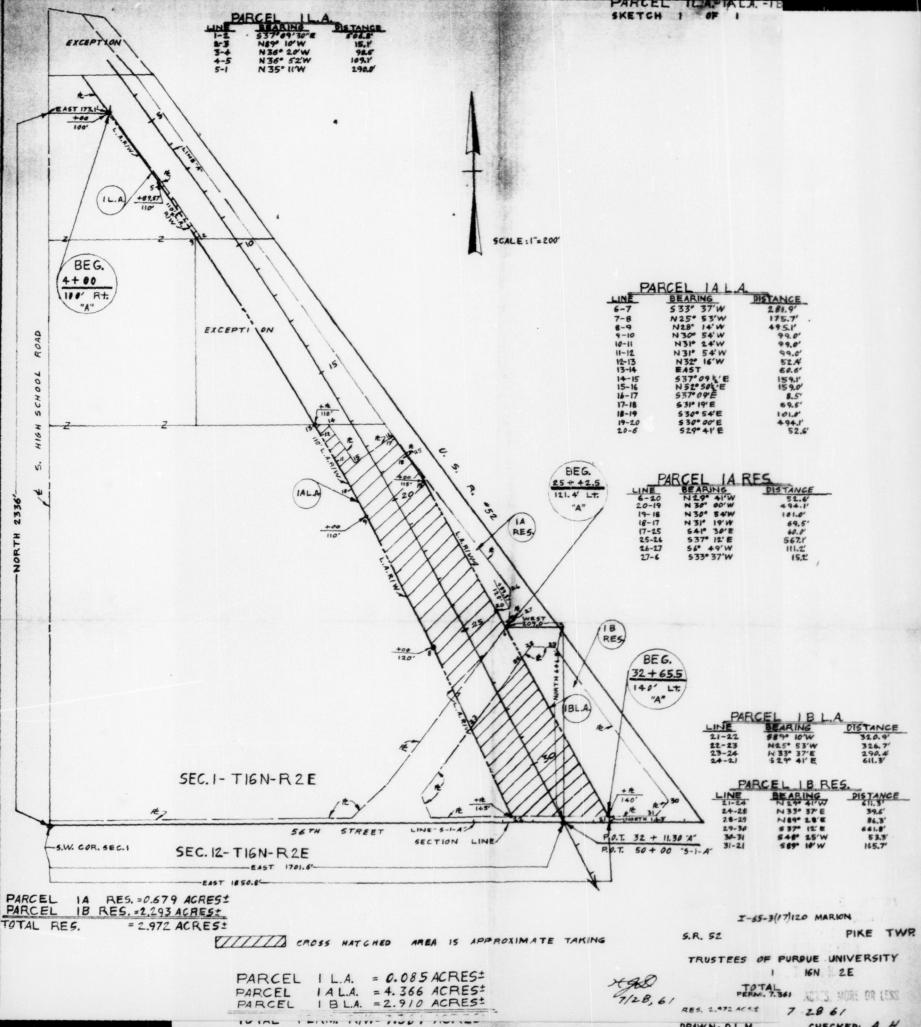
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INDIANA STA GHWAY COMMISSION BUYER'S REPORT	ale se la
Land Acquisition Division (3-70)	NO T=15-3 (17)
the same of the sa	MO. I-65-3 (17)
	NO.
NAME & ADDRESS OF OWNER Indph, Park	Board
Indph. and PHONE #	
NAME & ADDRESS OF PERSON CONTACTED	
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(List other interested parties on reverse side i	
3-3/-70	
DATE ASSIGNED DATE OF CONTACT	TIME OF CONTACT
OFFER \$ TYPE OF CONTACT: ()-P Write, YES, NO or NA (for Not Applicable), as appro	ERSONAL VISIT, ()-TELEPHONE CALL priste, in each numbered blank space:
1Checked Abstract with owner? 12.	Secured driveway right of entry
2. Any affidavits taken? 13.	Sent Daily Notice to Relocation
Any mortgage(s)? Any other liens, judgments, etc.? LEF	T FOILOWING PAPERS WITH OWNERS:
5. Showed plans? Explained take? 14	Written offer?
6. Explained about retentions? 15.	
7. Any major item retained? 16. 8. Any minor items retained? 17.	Transfer of Property Letter?Tax memo (interim period)?
9. Walked over property? 18.	Receipt of Deed?
10. Arranged for owner to pay taxes? 19.	Copy of Deed?
II. Secured Right of Entry? 20.	Private appraisal letter?
21.	Brochure, "Relocation & You?"
REMARKS: Working with mm	O' Connell Prayering
the about parcel.	
ou vous gares.	
V	
Status of Parcel: ()-Secured, ()-Condemned, () Distribution Made	-Other (Explain):
(1) Parcel (1) Weekly Summary	4011
() Owner () Attorney () Broker () Other, specify:	3. 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.

+ 15.2	
PROJECT	RCEL #/
OWNER Ma Brugg PF	ONE # Lahuson Str. me 22 471
(Other interested parties and relationship)	on legel quardien for -
meda wrugg.	
- Atty Johnson address	Lad Bldg Indianapolan
ADDRESS OF OWNER Mot /Trown	
DATE ASSIGNED 5/18/1962	
DATE OF CONTACT 5/2//1962	
TIME OF CONTACT 130 PAN.	
DATE OF PREVIOUS CONTACT	
OFFER \$	
DETAIL CONTACT* Made appt 11	lith ma Johnson for
11:30 Friday 25-26 ma	
appl. Kyst and Mr.	Johnson agrees to
Price and I will	execute grant and
Claim Vouchers after	Correction of legal
ACTION TAKEN** des caption	and Process Jame.
Secured Just	Not Processed
	eder for Mr. Johnson
to sign grant	la Lela Bragg
	7
	SIGNED Jelman Janguan
* 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.



DRAWN: D.L.M. CHECKED: A H

Geo To Whales

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

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.

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-ofway 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.

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. 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.

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

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

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.

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.	PROJECT	COUNTY	PNTIC #
I 65	I 65-3 (17) 120	Marion	67-957-O
Name on Pl	ansCity of India	napolis	
Name of Fee	e Owner The City of Indiana Board of Park Com	polis for the use and benefit of its missioners.	Park Department and its
princi that a (#as	pal Indiana Office in the City of search of the records fromOctober 11, 1969 8:00 A. 67-957-Oexcept:	Meweals no changes as to the real estatement No. 1 dated October 9, 1969.	ium paid, hereby certifies A.M. to and including e described under PNTIC
M		et # Township paid) (unpaid); November \$ now a lien.	Code #(paid) (unpaid)
o D T M	Caxes for 1968 payable 1969 of City of Indpls. Bd of Park (Ouplicate No. 9825480, Code Cownship: Pike, Parcel No. May none Payable; November Caxes for 1969 payable 1970.	e No. 6-00 6004924	c in name

 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

Assistant Secretary

Vice President

aller a. The

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

Authorized Signator Greg S. Quizon **GUARANTY OF TITLE**

Pioneer National Title Insurance Company

Union Title Division

S.R.	PROJECT	COUNTY	PNTIC #
I 65	165-3 (17) 120	Marion	67-957-0
Names on P	lans City of Indianapol	is	

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.

Assistant Secretary

Vice President

aller a. Mc Ken

PIONEER NATIONAL TITLE INSURANCE COMPANY

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 ________ 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.)

ENDORSEMENT

Issued By

PIONEER NATIONAL TITLE INSURANCE COMPANY

Attached to and forming a part of

Guaranty of Title No. 67-957-0

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

- 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.
- 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

Ronald W. Morris

Advisory Title Officer

Pioneer National Title Insurance Company

Union Title Division

Guaranty 1	Number	67-957-0
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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 pay	able 19in name of		
Duplicate #	Parcel #	Township	Code #
May \$	(paid) (unpaid); November \$	(paid) (unpaid)
Taxes for 19pay	vable 19now 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.

Guaranty Number 67-957-0

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, towit:

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.

1-16-2 # 54055 EASEMENT James E. Bragg, unmarried TOWN LOT RECORD page353 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: Right Side of Center Line X XXXXXXXX XXXXX XXXXXX. Line S-4 G 50 feet 290 + 10 to 301 + 68

less

feet

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 granters 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

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 Cossept May 1000 (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.

Indiana.

The above grant is hereby accepted. STATE OF INDIANA,

Chairman, State Highway Commission of Indiana. Ontober 20, 1945

05981 2-60 RECORDED DATE JAN 23 1961

NEGULAR

Pt SWI NW/Y
Pt W/2 SWIY 2-16-2 w. of Rd. 35-17-2 Pt. 5W/4 5W/4 Pt. E/LNW/4 Pt. E1/2 SE1/4 28-17-2 27-17-2 Pt. SW/4 Pt. 1 Engle Creek Hild Rdd.

STATE HIGHWAY DEPAREMENT OF INDIANA FUND. I I STATE HOUSE ANNEX PROJECT FO. 02. 1. 01-1 INDIANAFOLIS S. INDIANA PROJECT FO. 02. 1. 01-1

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Particle 1 (2) 175, 175, 175, 175, 179, 200 E. 10 E. 1

27, 28, 34, 35 12 17 12 2 E Temp. B./ 1, 120 88C 4. DATED 1959

BEC. 1. 2. 2. 7. 10 11 18 2 E Temp. B./ 1, 153, 858 Achts, more on less, acquired proportions as a first second s

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

Measured distances along plan centérline are indicated by Station Number and plux.
Widths of parcels are indicated in feet, measured at a right angle from plan centerline at designated Station Number and plus; however, when Station Number and plus is followed by the letters H.-i. F.L.; F.L.; L., or CALS. (indicating property line, Ferter line, Field Dixision, Let Line and Centerline of Stream respectively) or other identifying notations, if the boundary line follows said identified his from plan centerline to plan right of way line.

LEPT SIDE OF CENTERLINE | RIGHT SIDE OF CENTERLINE

ON CENTERLINE (CAL) T. H. Line "E"

FROM STATION to STATION

.....), which sum shall be paid or held in escrow 110± to 113± feet 112 to 120 The above and foregoing grant is made in consideration of payment of the sum of ... feet feet feet feet feet feet See Sheat 2 of 10 111 to 110 104± to 100 130 to 120 130 to 100 100 135 to 100 100 121± to 130 100 to 135 100 to 110 Dollars (\$... Frolest I-03-3(4)
665+29± L to 664+12±2L
665+80± to 667+80±
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665+80± to 698+31.50 to 713+ 94: L to 664+12+1 to 675+50 to 679+00 to 522+00 00+769 0 to 721+00 to 634+50 to 718+50 685+00 to 696+00 as speched to the order of. 717+42,27 719+45T 552+08+PL 520+00 629+00 686+00 625+50 682+00 00+969 718+50 721+00 584+50 00+29

The right of way hereby conveyed may be used, subject to the discretion of the grantee, for the establishment, construction, to much subject to the discretion of the grantee, 1816, A. 234 page 1113 and is subject to such regulations as therein provided and to such subscripture regulations or use as may be made adopted or provided notes to the grantee of the grantee of the provided notes to the subject of the grantee of the such subject of the such in the construction of the right of the right of the such construction and agreed that this consequent makes the right of rig The underlighted being that he abe (is) or they (are) the solo owner(s) of the above described property, and said granters further represent that there are no escendences, leaves of solo princes of solo kind or chandres on sold lands as conveyed on solose, and that they make this representation for the purpose of inducing the State Highway Department of Granter further agrees to assume for the property described above all baxes payable for current and prior years and any taxes for the property.

register fit to be and become effective and binding from and after its approval by the Chairman of the State Highway variances of Indiana. (Grantor) (Granton) THET'S TATHER IN

TA NOTET WATER

(Grantor)

PROJECT N. 03-2 1-1 Descriptions are of stricts (that this between the plan centerline and the plan residence and the plan replacement of the plan centerline and the plan replacement of the plan sentence and the plan replacement of the plan centerline are formed as a right angle from plan centerline at designated Station Number and plan is changed by the effects PL.; F.L.; F.L.; L.L., or C.L.S. (inhesting property in real Pricision Let Line and Centerline of Stream respectively); or other identifying notational relations and identified line from plan centerline to plan right of way line. feet | SEPT SIDE OF CENTERLINE | RIGHT SIDE OF CENTERLINE DATED 110 to 106± 10%± to 100 100 to 115 120 to 100 65 to 44 feet 45 to 60. The above and foregoing grant is made in consideration of payment of the sum of ... 115 100 100 65 09 SEC. 44 feet FROJ. NO. to 11+20+P.R."S-S-S-E" CL PR "E" CL P.R. "E" 5981-7:89 ON CENTERLINE (CA.) P.R. Line "E" FROM STATION to STATION to 718+89+PL to 696+11,16 to 8+24.65 8+24,65 to 673+00 to 695+00 to 717+50 719+42±FL to 720+00 to 693+00 to 727+00 to 10+00 to 4+00 to 2+00 to 2+50 to 5+00 PLANS ON SR. NO ... 714+83.07 "N-RAMP" "E-RAILP" 676+00 717+50 678+00 693+00 695+00 720+00 00+0 1+50 2+00 4+00 2+00 2+50 1+50 00+0

), which sum shall be paid or held in ocerow See Sheet 3 of 10 (Give address of Payee) Dollars (\$... ed to the order of. as specif

The right of way hereby conveyed may be used, are sourced to the grantes, for the farabilishment, construction, could maintenance of a bindical access facility as defined in the set of 1916, feet 1915, page 1113) and is solved to said regulations as therein provided and to such absolute the said may be major, about a solved of the second of the secon It is also mutually agreed by grantor and grantee that blis is a permanent easement unless otherwise specified for Highway purposes and shall be binding until specifically wacated by resolution by the State Highway Department of Indiana. Are bin

The undersigned when the she (is) or they (are) the sold owner(s) of the above described property and sold greaters farther represent that there are no escumbances, leaves, Mens or collins of any kind or classifier on said hands as conveyed, several as former below, and that they washe that represent the property of the property of the property of the property of the conveyed of inducing the State Mighesty Department of Chandra to pay them the amount begin adjusted.

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This grant is to be and become effective and finding from and after its appayed by the Chairman of the State Highway arthream of Indiana.

(Grantor)

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PLANS ON ER. NO. PROJ. NO.	81.C 1/// 18.9.60	Descriptions are of Angelia of Land lying between the plan centerline and the plan right of way line on the above doulg- nated project.
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FROM ST	FROM STATION to STATION	LEFT SIDE OF CENTERLINE		RIGHT SIDE OF CENTERLINE	U.INE
ON CENT	ON CENTERLINE (C/L)				
Centerline	to. "4-BA (P"		feet		feet
00+0	4+00		feet	49	feet
00+4	to 7+00			49 to 70	fee
2+00	to 7+87.65		feet	70 to 135.09	fee
00+0	to 8+72+P.R."S-5-E"	-E" CL P.R. "E"	feet	A DESCRIPTION OF THE PROPERTY	fee
"J-RAMP"	φ,		feet	THE RESERVE OF THE PROPERTY OF	fee
1+50	to 7+00		feet	45 to 65	feet
2+00	to 8+00		foot		fee
8+00	to 10+33.74		feet	44	fee
1+50	to 10+33,74	CL P.R. "E"	feet		100
Centerline	to "P.R.S.5-E"		fret		fee
0+89+PL	to 1+50	55	feet		fee
1+50	to 1+76,22	55 to 107,90	feet		foe
1+26.22	to 2+56+ E-Ramp	to 2+56# E-Ramp 107,90 to 118#	feet	THE CONTRACT OF THE PARTY OF TH	fee
77-58+D	to 2+90,93		feet	85+ to 159.86	fee
2+90,93	to 5+06.74 +PR"E"		fret	159.86 to 0	foe
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7+18.50	3+50	161 96 +0 80			

The above and foregoing grant is made in consideration of payment of the sum of ... Dollars (\$.

Sified to the order of

See Sheet 4 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 1915 Acts 1916, Acts 1915, Acts 1918 and is an block to such regulations as therein provided and a general.

The governing and facilities of highways in general, general, and the state of control and restricted under our lights, on said state facilities of highways in general. By the second of the such control and maintain and the such external principles of externed in the facilities of the such control and maintaining said highway and does not convey any rights to any minerals of the such control and maintaining and highway and does not convey any rights to any minerals of the such control and maintaining and highway and does not convey any rights to any minerals or other substances undermetable the entries.

Any and all timber, shallbery, ferral, building and all client physical improvements on the above granted right of very, it is medically reserved by special provision in stated above, and like the such any for such principles as shall be directed, the such a provision in any for such principles as all the such such any such any for such a principle and all such any such any such any such any such any such and such any such and such any such an

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Note: The great is to be and become affective and binding from and after its approval by the Chairman of the State Highway Department of Indiana.

(Grantor)

...), which sum shall be paid or held in exerow

(Give address of Payee)

State of Indiana, County of	PROJECT-NG 03-3 01-1	SECTION 11 29
State of Indiana, County of state of Indiana, County of their onth stated the	STATE HOUSE ANNEX	598/- A FIGHT OF WAY GRANT
ward, upon their onth stated the	LOSILI EL ALCESS	Fortal 456 598/-

This indicature witnesseth that the undestriend, as greators and sole owners of thad in. Start On the post of the figure of children with the state of finding the inprove, hereby great, bargain, warrant and convey to the State of finding, for Right of Way, lands as described below and located by surveys and shown on file in the office of the State illighted ment of indicated by a surveys and shown of the in the office of the State Highway Department of Indicate, the description from said plane of said right of way hereby granted is as follows:

FEG. 100 SH. NO. SEC. 190 PROJ. No. SEC. 100 PROJ.

Second Control No. 11+00 Second Control	FROM STATION to STATION		LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERED
#550 to 11+00	ON CENTERLINE (C/L)-			
oxisions do not apply to thee following described indefere described as limited access right of way. 80 to 50 feet 70 to 50 Feet 70 to 50	GMAG_D4			85± to 70
The limited agcess provisions do not apply to the of limited feet right of way wat hereinbefore described as limited access right of way feet 11400 to 15450 to 19400 80 to 50 feet 70 to 50 feet 11400 to 13450 to 13450 feet 70 to 50 feet 11400 to 13450 to 13450 feet 11400 to 13450 feet 11400 to 13450 feet 11400 feet 11400 to 13441±7. N.S. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5.	9+00		1997	70 fee
11400 15450 80 to 50 feet 12400 12450 12450 80 to 50 feet 70 to 50 feet 12450 12450 12450 12450 12450 feet 12550 feet	The limited ascess Dr	ovisions	do not apply to three	following described fee
to 12+20 to 19+00 to 19+01.0 to 19+11-2.R.S-5-E 63.61 to 63.4 to 19+23-21 to 20+30 100 to PL(21) feet PL to 100 The to 100 Th	right of way not here	thbefore	described as limited	BCCCSS FIGUR OF FLACTICE
to 13+50 to 15+00 to 19+00 to 19+112.R.S-5-E to 19+11.0 to 19+11.2 to 19+21.0 to 19+21.0 to 19+22.2 to 100 to PL 20 PL to 20+30 to 20+30 100 to PL(21) to 20+30 100 to PL(21) to 20+30 100 to PL(21)			to 50	
to 15+00 to 19+00 to 19+00 to 19+11-5-R.S-5-E to 19+11-6-R.S-5-E to 19+11-6-R.S-5-E				70
to 19+00 to "5=6=E" PL to 63.61 to 19+11-5.R.S-5=E 63.51 to 63.29 to 19+21.0 to 19+21.0 to 19+22.4 to 19+22.4 to 20+30 100 to PL(21) feet RL to 100 110 to PL(21) feet RL to 100	to	0	Tee	70 to 50
to 18+91.0 to 19+41±5.R.S-5-E 63.61 to 63± feet to 19+41±5.R.S-5-E 63.61 to 63± feet to 19+21±9.0 to 20+30 to 20+30 100 to PL(21) feet RL to 100 100 to PL(21) feet RL to 100 100 to PL(21) feet RL to 100	to	0	lee .	. 50
18+91.0 to 19+91.0 PL to 63.61 feet for 18+91.0 to 19+91.2 R. S-5-E 63.61 to 63.4 feet for 19+91.0 to 19+91.0 to 20+30 (61.29 to PL feet Fl. 19+91.0 to 19+23.2 R. 19+52.4 feet Fl. to 100 to PL(21) feet Fl. to 20+30 (100 to PL(21)) feet Fl. to 100 to PL(21) feet Fl. to 100 to Fl. for Fl. to 20+30 (1.5ht of way for Channe for Following talescribed right of way for Channe	to			**
18+91.0 to 19+412: R.S-5-E 63.61 to 632 feet 19+412: R.S-5-E 63.61 to 63.29 feet 19+412: R.S-5-E 63.61 to 63.29 feet 19+91.0 to 20+30 (61.29 to FL feet 18+50 to 19+232FL to 20+30 (100 to FL(21)) feet 19+582FL to 20+30 (100 to FL(21)) feet 19+582FL to 20+30 (100 to FL(21)) feet 1010wing figure Change	to			
19+41-PR S-5-16, 19+91.0 63- to 61.29 feet feet 19+91.0 to 20+30 61.29 to PL feet PL to 100 feet 18+50 to 19+23-PL feet PL to 100 to PL(21) feet PL to 20+30 100 to PL(21) feet The following ideasoribed right of way is temporarseright of way for Channe		1-2.R.S-	5-E 63.61 to 63* ree	1
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	m of	hall be paid or h		······
	The above and foregoing grant is made in consideration of payment of the sum of	, which sum shall be paid or held in eserow		
*	consideration of p			See Sheet 5 of 10
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The right of way britty conveyed may be used, subject to the distribution of the grantee, for the citabilibution, construction control and maintainnees of white states and the distribution of the states. The right of way britty conveyed may be used, subject to the distribution of the states of the subject of provided under of by law governing used facilities of the subject of provided under of by law governing used facilities of highway on said lands and to use any material so that an advantage of the subject of provided under of bildhays on said lands and to use any materials of the right to make construct and maintain guid highway on said lands and to use any material bying within the above described limits galaxie for use in conveying a said highway on said lands and to use any materials of the subject of the surface of the subject of the subject of the surface of the subject of the surface of the surface of the surface of provided and subject of the surface of the surface of provided the subject of the surface of the surf

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White didy worm, says that he, she (is) or they (are) the safe general; of the above described property and end granters for the worm, says worm, says that he, she are no encurbrances, leaves, done are obtained by his or character on said hands as conversed, except as above before, and that they make that representation for the purpose of inducing the Gutes Highway Department of Granter to pay them the succur kerein stipulated.

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Granter to pay them the succur kerein stipulated.

Some a lien on said property.

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Notice general to be said become effective and binding from and after its approval by the Chairman of the State Highway Department of Indiana.

(Grantor)

PROJECT No 03-3 21-1. SECTION 11 29 State of Indiana, County of RIGHT OF WAY GRANT Shoet 5 of 10 STATE HOUSE ANNEX INDIANAPOLIS 8, INDIANA 5-1865 LIMITE ACCESS 100

tic highway which it is pro-ate of Indiana, for Right of the State Highway Departin a public highway with This indenture witnesseth that the understance, as granted as covered of covering of Self in County, indenture and other covering of Self in the Self in the Self of Indiana, more definitely described below, though, hence in upon which will prove a self indiana to improve the self-arm of the Self of Indiana to indicate the self indiana to the self-arm and invested the self-arm of the in the office of the mans of Indiana. The description from sold plans of all higher way hereby granted is a follower:

SQ. FT. ACRES, MORE OR LESS, ACQUIRED DATED. SEC. PROJ. No. SEC. PLANS ON SR. NO.

Descriptions are of fuzzels of land lying between the plan centerline and the plan right of way line on the above designated professional profession

FROM STATION to STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE	TINE
ON CENTERLINE (CAL)			
relocation on 1541d project and will revert to the drantor upon the	will revert to theet	rantor upon the	feet
completion of waid project.	feet		feet
Centerline to "P.R. S-5-E"	feet		feet
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	feet	feet 190 to 150	feet
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Channel & Levak construction on said project and swell revert to the Graden	n said project andread	11 revert to the G	r. reten
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Centerline to "P.R. Line E"	feet		feet
666+62+PL to 672+00	PL	The state of the s	feet
665+29±PL to 665+00	feet	125	feet
665+00 to 665+50	feet	125 to 300	feet
655+50 to 670+00	feet	300	feet
670+00 to 670+50	feet	300 to 120	feet
The following wiescribed right of May is temporaryer, ght of May for the feet	of May is temporaryeer	Ight of way for the	ig. feet
removal of buildings from the permanent right of reet hereinbefore described	permanent right of rea	y hereinbefore des	colina
on said project and will revert to the Grantor used the completion of said	t to the Grantor uses	the completion of	pyws.
building removal.	-		-

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

See Shert 6 of 10 as specified to the order of

(Give address of Payee)

The right of way heavy conveyed may be used, analysed to give addressed in the set of 1915, the 25th pass suits of the central and maintenance of a limited access facilities or design as defined in the set of 1915, the 1915, the 25th pass suits and be analysed as a facilities or children as therein provided and to such academic regulations or use as may be made, adopted to provided under each pass such as the facilities or childrens are general.

In a farther understood and agreed that this conveyance transfers only the right to make, construct and maintain such high its and to use any material bying within the above described interests the cross soft of the conveyance transfers of the results of the curs in convenients and the set of convey any reflects to such a soft such as the conveyance transfers of the set of the conveyance that the soft of the conveyance transfers of the conveyance of the set of the conveyance of the conveyance

The undersigned.

When glys seem, as that be, the (is) or they (are) the role owner(s) of the above described property, and said granders further represent that there are no encountratees, leases, Eins or opinions of any kind or character on said hads as conveyed, sacrets as above below, and that they make their representation for the purpose of inducing the State Highway Department of Grander forther age agrees to assume for the property described above all taxes payable for current and grifer years and any taxes now a lieu so said property.

Now as lieu so said property.

The great is to be and become effective and binding from and after its approval by the Chairman of the State Highway Department of Indiana.

PROJECT No. 03-3 01-1 State of Indiana, County of ... pasted project.

Meanty-deficiency control of the centerline are indicated by Station Number and plantage or way, not the above congressing project.

Meanty-deficiency charge control of the centerline are indicated by Station Number and plants at designated Station Number and plant is followed by the letters FLL; FLL; FLL; FLL; LL, or C.L.S. (indicating any property line, force-carried projects and Centerline of Stratem respectively or educate Mentaling notations, if shall mean that the boundary line follows and denificating of strategies and denification of the plantage of the strain Number and the force plantage of the form plant centerline to plant right of way line. The right of way hereby conveyed may be used, subject to the discretion of the grantee, for the feliabilithment, construction to each recording as a therein Period and the subject to the discretion of the grantee, for the feliabilithment, construction by the recording as a therein Period and to each subject regulations or use as may be made, adopted on provided under or the highway or the respect to the randers of the fight to tarke, construct an architecture of the respect of the fight to tarke, construct an architecture and the respect of the fight to tarke, construct an architecture and the respect of the fight to the constructing and as it as a provided to the subject of the subject of the respect of the subject This inforture withwards that the underlined, as provious and sole cursor of land in Mark 10 in Court of land in the court of the sole of The limited agrees provisions apply to the following described right offeet feot. The understigned.

Being day seems, and that there are no controllers to the spic controller than above described property, and said greaters for the spice of the above described property, and that have are no controllers or the spice of t feet. feet Descriptions and of special of land lying between the plan centerline and the plan right of way line on the above dealgfeet ...), which sum shall be paid or held in eserow 11 - LEFT SIDE OF CENTERLINE | RIGHT SIDE OF CENTERLINE SO, FT.
ACRES, MORE OR LESS, ACQUIRED Personally appeared before me. SECTION 14 DATED. If in horeby agreed as part of the total consideratifying the homesite that possession of the buildings and the land constitutions the homesite that possessite the buildings and the land constitutions the homesite contracts above described will be surrendered within days contract to agree to green it is received; and & the first covered is received; and & the first covered to the first covered to the contract of the contract of the first covered to the contract of the first covered to the contract of the contract of the covered to the cover the real effects will be given upon receipt of the first payment in the to 727+00 on "P R. Line "E" End Project I-03-3(4) Temporary Right of May on Prolect I-03-3(4) = 3,005 agres-Permanent Right of May on Project I-03-3(4) = 40 (465 acrest The above and foregoing grant is made in consideration of payment of the sum of. feet 58 feet 58 SEC. feet feet feet feet feet RIGHT OF WAY CRANT STATE HOUSE ANNEX INDIANAPOLIS 9, INDIANA See Sheet 7 of 10 PROJ. No. Sheet 6 of 10 727+00 to 734+67,5+PL CL P.R. "E" 235+19,4+PL to 741+73+ CL P.R. "E" reement, and being duly sworn, upon their oath stated the 33: 178 Dollars (\$... snount indecated herein. way on Project, I-03-3(11) Off SEC. 5781-6 FROM STATION to STATION Begin Project J-03-3(11) to 677+90 to 673+86 to 685+08 to "5-P" ON CENTERLINE (C/L)_ as specified to the order of... Bathel 444 PLANS ON SR. NO. Centerline Station 678+20 40+489

ally appeared before me ... tion of the above agreement, and being duly aworn, upon their eath stated the

State of Indiana, County of. CTION 4 11 PROJECT NO 05-3 5981 - 7 RIGHT OF WAY GRANT STATE HOUSE ANNEX INDIANAPOLIS 9, INDIANA Sheet 7 of 10 Lanning ALCESS 0

This indenture witnesseth that the unbegigned, as grantors and acts corners of land in public highers which it is proposed by the State of Indiana, the processing the State of Indiana, to improve, hereby want, the state of Indiana, to improve, hereby want, the state of the State of Indiana, for links of Way, hards as described before and located by surveys in high sort opportunity of the state of the State is the state that the ment of Indiana. The description from said plans of said in State way hereby granted is as follows:

SQ. FT. ACKES, MORE OR LESS, ACQUIRED SEC. DATED. PROJ. No. (1 8EC. PLANS ON SR. NO. BEC.

Descriptions are of refresh of fand bring between the plan centerline and the plan right of way line on the above design measured displaces pong plan centerline are indicated by Station Number and plus.

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mated project.

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FROM STA	FROM STATION to STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE	STINE
ON CENTE	ON CENTERLINE (C/L)			
241+73±	to 747+51.81	PL	58	feet
Centerline	to "6-P"	100		feet
222+00	to 735+62,6+PL	58	CL P.R.*E"	feet
735+17.0+PL	to 742+16±	58	CL P.R. Es	feet
Centerline	to "1-P"	5-3		feet
658+74+PL	to 675+53,40	58	PL	feet
509+30.70	to 658+26+PL	58	OF .T.	feet
Centerline	to "4-P"	3		foot
609+72.58	to 639+50	CL"L"	58	-
639+50	to 641+00	CL"L"	58 to 90	foot
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The above and foregoing grant is made in consideration of payment of the sum of.

..), which sum shall be paid or held in escrow Dollars (\$. specified to the order of.

See Sheet 8 of 10

The right of way hereby conveyed may be used, subtlet to the distraction of the grantee, for the establishment, contraction control and maintenance of a limited access facility as defined in the set of 1954 (Acts 1955 ch. 245) page 1119 and is rabbed to such subsections as the control of th (Give address of Payee)

The undersigned.

Solution was that he she (is) or they (are) the bale owner(s) of the above described property, and said greaters further very season that there are no stand hands as covered accepts as shown below, and that they make the foreign these, they or options or stands or of such date of the stands as covered fuding to pay them the amount herrin stillarles dis representation (or the purpose of indexing the state likely may beparence to form the amount herrin stillarles dis representation of the purpose of the stands of the stands of the stands of the stands of the property.

This great is to be and become effective and binding from and after he approved by the Chairman of the State Highway Department of Indigon.

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PROJECT No. 03-3. 01-1 SECTION 11 RIGHT OF WAY CRANT STATE HOUSE ANNEX INDIANA Sheet 8 of 10 5-1865 Series a triff in the grant

This industries witnesseth that the undersigned, as grantour and sole owners of half in higher 19th the property of higher profile highers which it is proposed by the State of Indians, to improve hearthy great, hearthy, warrants and convey to the State of Indians, for Highs of War, loads as described before and beared by surveys and shown on file in the office of the State Highers prost of Indians. The described before and beared by surveys and shown on plans on file in the office of the State Highersy Department of Indians. The description from said plans of said right of way hereby greated is as follows:

SO IT. ACRES, MORE OR LESS, ACQUIRED DATED. SEC. PROJ. No. SEC. FLANS ON SR. NO ...

Kind lying between the plan centerline and the plan right of way line on the above desig-Meaning of the plant plant centerline are indicated by Station Number and plus.

Within of cold first believed in fest, measured at a right angle from plant centerline at designated Stations.

And plusy-belover, when Station and station are apply the letters P.L.; F.L.; L. or C.L.S. (inc. proceeds that the boundary line followed by the letters P.L.; F.L.; F.L.; L. or C.L.S. (inc. plus) mean that the boundary line follows said dentified him from plan centerline to plan right of way line.

FROM STATIC	FROM STATION to STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
ON CENTERLINE (C/L)	ME (C/L)		
791+00	to 800+00	feet	180 to 100
800+00	to 798+88+PL	100	100
	to 798+38+PL	PL feet	
800+02,3*PL	to 800+51.3+PL	PL	PL
	to 809+904PL	PL	100
£12+48+PL to 818+31,28	to 818+31,28	PL	100
The limited ac	The limited ageess provisions	do not apoly to t	ollowing described
right of May ?	right of way not hereinbefore	described as	limited, access right of way.
Centerline	to "6-P"	feet	# Part Part
	to 642+16±	PL	
Centerline	*O * O *	100	
800+72	to 801+41,49	3	214 to 261.34
801+41,49	to 793+92,1+pr	000	261.34 to 223#
The following	The following described right	of way is temporaryeer ght of way for Field	ight of way for Field
Tile on said	Tile on said aroject and wil	revert to the Grantarupon the completion	upon the completion
of said proleaf.	15 a	feet	
Centerline	to. "T,"	feet	
609+30.70	\$ 609+72.58		150

feet feet feet feet

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...), which sum shall be paid or held in egrow The above and foregoing grant is made in consideration of payment of the sum of ... See Sheet 9 of 10 Dollars (\$. apecified to the order of.

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 (Act 1915, ch. 25), page 1113) and is subject to when the properties and the state of a limited access facility as defined in the act of 1915 (Act 1915, ch. 25), page 1113) and is subject to be used to be activated and the state of the right to make, contract a man maintain and maintain and maintain and act of the state of the state of the contract and maintain and an additional and to be any material lying within the above described limits solvable for use in constructing as as it may be used at largest and observed by the right to or other subjections undernead the surface, except as it may be used for the contracted or maintenance of such improved improved maintains the surface, except as it may be used for the contracted or maintenance of such improved improved maintains the surface, except as it may be used for the subject of maintains the surface and the surface of the surface of maintains and all others the subject of the surface of maintains and all decreases and all there are the fact as an entire of maintains and all others are subject to the surface of maintains and all others are subject to the subject of maintains and all others are subject to the subject of maintains and all others are subject to the subject of maintains and an all the subject of t

The undersigned.

He is a start of the start of the start of the start of the above described property, and said grantons further represent that there are no escumbances, leaves, and one of one are not seen to start of the start of the purpose of the start of the s This grant is to be and become effective and founding from and after by approved by the Chairman of the State Mighway Department of Indiana.

PROJECT NO 03-3 01-1 State of Indiana, County of SECTION 11 I the above agreement, and being duly sworn, upon their oath stated the STATE HOUSE ANNEX INDIANA RIGHT OF WAY GRANT Sheet 9 of 10 ENGLISH PACKESS

This indenture witnesseth that the undereligned, as grantors and sole owners of bank in profile the profile of the control of the profile of the control of the profile of the control of

Descriptions are of factors of lad lying between the plan centerline and the plan right of easy ins on the above designated produced disperse a neutral plan centerline are indicated by Station Number and plan.

Within act praces are indicated in feet, measured at a right angle from plan centerline at designated Sallon Number and plan.

Within act praces are indicated in feet, measured at a right angle from plan centerline at designated Sallon Number and plans. Plans the letters Plans Flat Sallon Number in followed by the letters Plans Flat Sallon Carlos (indicating population) and plans in followed by Stream respectively or other identifying notations. It properly line, Force Line, Field Dyshon, Let Line and Carretine of Stream respectively or day line. MORE OR LESS, ACQUIRED DATED. SO. FT. PRO5-No. PLANS ON SR. NO.

FROM STATION to STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
ON CENTERLINE (C/L)		
Permanent Right of May on Project I-03-3(11) = 124.044 agres.	oject I-03-3(11) = 184.	O44 acres
Temporary Right of May on Project I-03-3(11) = 16873 89. ft.	olect I-03-3(11) = 15-37	3 sq. ft.
The limited access provisions apply to the following described right	s apply to the following	of described right foot
of way on Project I-01-1(29)	100]	1991
Besin Project of -01-1(29)	1001	feet
Centerline to "L"	feet	Int.
	100	feet
605+65+PL to 608+00	feet	100
608+00	jes)	100 to 110 feet
609+00	feet	feet 110 to 105,77 feet
The limited access provisions do not apply to theefollowing described for	s do not apply to the	following described for
right of way not hereinbefore described as limited access right of way, we	e described as limited	uccess right of way too
Centerline to "S-7-L"	100	(ee
5+00	PL to 100 feet	Loci
14+00	100	feet
15+00 \$ 23+00	100 to PL feet	feet
The following odescribed right of May is temporary with of May for Pielder	t of way is temporarsed	right of way for Pieldo
Tile on said project and will nevent to the Granton upon the completions.	nevent to the Granton	mon the completion.

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

See sheet 10 of 10

Lto the order of.

as specific

The right of way hereby conveyed may be used, subject to the discretion of the grantes, for the establishment, construction could and maintenance of a limited access facility as defined in the act of 1945 (Acts 1945, choicity, page 1113) and is subject to such regulations as therein provided and to such subsequent regulations or use as may be tapid, adopted or provided under the big bay on said table and to such abbequent regulations or use as may be tapid, adopted or provided under the big bay on said table and be subject that this conveyance transfers only the right to easily adopted or provided under a big bay on said table and be subject to the construct and maintain as all and to use of the construction or relative and in proved the bayes.

Any and all turber, sharberry, fence, buildings and all other physical improvements on the above granted fight of way. Which by provided provisions that all and all the provided provisions as a stand all other physical improvements on the above and all the said and the provision as a stand above, and provided a provision as a stand above, and present and a provision as a stand above, and present and a solver a standing on a standard or an adstruction to facility construction are provided to present ince or place as a standard and above, and present and a solver a standard to present large or the standard or the

When he proceed not understood by gradient and grades, that such provided it only for auch provided as an account of the control of gradient and grades, that such provides a constitution of grades are constituted as a constitution of the provided and account of the constitution of the provided and account of the provided and account of the provided as a grade and account of the provided as a provided and and the binding until appendically vacated by greater as grades are always the State Highway Department of Indiana.

he underligated.

Being did ye aron, ages that he, the (is) or they (are) the dole carbe(s) of the above described property sof raid grathers further represent that there are no encumbrances, lenses, liens or others of any kind or character on and hade as consoned except as above below, and that they make are property did not be purpose of including the State Highway Department of Grander further species to assume for the property described above all taxing-payable for current and prior years and any taxes for a lien on said property.

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

and plact however, when Stagins 1. and plus is followed by the determine at designated Stagins Number and plus from the property line, Fond 1. P. P. L. a. or CALS.

The line is a staging the said designed of Stream respectively) or other identifying necessarily the from the form the said designed line from plan centerline to plan right of way line. LEFT SIDE OF CENTERLINE | RIGHT SIDE OF CENTERLINE feet feet feet feet foet foot feet feet APPROVED trector Personent Bloat of Way on Project 1-01-1(29) = 3k461 acres Fearmary right of May on Project I-01-1(29) = 00313 acres Station to 609+30.20 Line "L" End Project Isol-1(29) feet feet feet feet feet Projected-03-3(11) Herein-before describeded Division of Bight of Way by 5 Thriedy 0001 7 700 Podou 505+38.8 to 609+30.70 Date FROM STATION to STATION ON CENTERLINE (C/L)_ Centerline to "L" of sald project. 2

The above and foregoing grant is made in consideration of payment of the sum of .. FOME. hundred ...inety eacht. thousand three hundred and twelvely 212,00....), which sum shall be paid or held in escrow The Trustees of Purdue University West Lafayette, Indiana as specified to the order of.

(Give address of Payee)

The right of way horeby conveyed may be used, subject to the discretion of the grantee, for the establishment, construction, to such regulations as therein provided may be used, subject to the discretion of the grant plants, the 245 page 1113) and is subject to such regulations as therein provided such cases and such subject as any be made, adopted or provided under or it is further understood and agreed that this conversance transfers only the right to make, construct and maintain such maintaining said indivary and does not convey any rights to askove described limits suitable for use in constructing and an it may be used for the construction or maintained such maintaining said highway and does not convey any rights to any mineral so other substances underneath the surface, except. Any and all timber, shrubber, fences, buildings and all other physical improvements on the above granted right of way. Whinh, by special provisions as taked above, any trees and/or shrubs right of such property of the State of Indiana. Whinh, by special provisions as framed above, any trees and/or shrubs right of such provided and standard and any or said right of way. When the special provisions as taked above, any trees and/or shrubs are to be left standing on said right of way, which the special provisions and standard provisions and that no verbal special provisions and any or said right of way and of the substances of the standard or shrubs are to be left assumed and the excepted trees and/or full may be the formation of the standard or said right or such standards of the substances of the standard or said right and the substances of the standards and the substances of the standard or said right and the substances of the standards and stan

The undersigned Crantors

The undersigned Crantors

The undersigned (is) or they (are) the sole owner(s) of the above described property and said grantors for the theoretic state of the sole of the above described property and said grantors for the theoretic state of the sole of th

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Establish B. C. C. C. C. S. C. C. C.	(Grantor)
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Granter) Secretary Granter) Automotive Connection of the Connectio	1
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Part /	Course of Course
Dated	Les Che o hell his (Grantos)
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FROM STATION to STATION	to STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
ON CENTERLINE (C/L)	(L/2)		
of said project.		i de la companya de l	1 3
Centerline to "L"	"1"	3	500
505438.8 to	to 609+30.70	2	
Permanent Ricket	of War on Pr	Permanent Rickt of War on Project I-01-1(29) = 3.161 acres	
Temporary right.	of May on Pr	Temporary richt of May on Project I-01-1(29) = 00013 seres	
Station to	609+30.70 Li	to 609+30.70 Line "L" End Project I+01-1(29)	
Pegin Projected	-03-3(11) Ler	Perin Projected -03-3(11) derein-before describedret	
	The state of the s	feet	feet
to		feet	feet
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to.		1997	100000000000000000000000000000000000000
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t 0		100	100

The Trustees of Purdue University West Lafayette, Indiana as specified to the order of ...

The right of way hereby conveyed may be used, subject to the direction of the grantee for the catabilihment, construction to purch requisitions of a limited access facility as defined in the act of 1945 (Acts 1945, ch. 245, page 110) and it suppressed by the greatering such facilities on blockary as defined in the act of 1945 (Acts 1945, ch. 245, page 110) and it such as the provided and to such subsection to the state of 1945 (Acts 1945, ch. 245, page 110) and it such as the contract of a state of the acts of the right to make construct and indicates and lates and to use as my material by ping within the above described limits satished for use in contraction such maintaining and highway and does not convey any rights to any nineerable construction that assurines, easier, easier, and maintaining and highway and does not convey any rights to any nineerable construction that assurines, easier, and a state of the state of the State of Indiana. When by special provision stated above, any trees and/or shrubs are to be left standing on and right of way. When by a pecial provision as affected above, any trees and/or shrubs are to be left standing on main right of way. When by a pecial provision as affected and understood by recently provided and stated above, any trees and/or shrubs are to be left standing on and right of way. When by a pecial provision as affected and constitute an obstruction of future or hand to have been apprehentable of the understood and agreed that all provisions of this grant are stated above and that no verifice as shall be defermed by the provisions of this grant are stated above and that no verifice as shall be defined by the purposes and shall be bridge until specifically vasked by resolution by the State Highway peparturent of Indiana, or Provision and also be provided and agreed by resolutions of the state above and that no verifice and also and the specifically vasked by resolution by the State Highway Departurent of Indiana.

The undersigned CPGRILO. S

Being day score, asks that he, she (is) or they (are) the sole owner(s) of the shore described property and said promoss accept as that he, she he has been been to meanthermore, heave, line or epidons of any kind or character on said should ask conveyed. Bedian to pay them the amount beet; a stipulated.

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(Grantor)	1
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RECORDED DATE JAN 26 1951

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BESTAND OF VAT CEASE ASS	A Typical No. (13) Sec.	Distance in fact is from center line as shown on the above designed ylans to the new limit of Way University grants.	200 to 50	the state of the s
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\$3,500 of this constitution to be held in ecrow by the State Highway Condision until buildings are removed from righted from the property of the State of Indians, see

proposal highmay improvement, and point being one thousand one hundred fourteen (1,14.0) foot, Not of the Southerst corner of Section (no. [1], ansaure South thirty two (32) degrees, filty two (52) almutes West along said centerline forty five (5) feet to the place of filty two (52) almutes West along said centerline forty five (5) feet to the place of and reverse direction measure North thirty two (2) degrees, fifty two (5 and street, same lying on the right and adjacent to the last described centerline of way of 56th Street, same lying on the right and adjacent to the last described centerline of land Marth of 56th Street and varying uniformally from one hundred (100) feet, a percel of land Marth of 56th Street and varying uniformally from one hundred (100) feet, of same lying on the loft and adjacent to the last two (2) described centerlines there continuing along said centerline and in said direction twenty (20) feet, a parcel of land varying uniformally from one hundred (100) feet, a described centerlines; thence continuing along said centerline and in said direction three (3) deacribed centerlines in width lying on the right and adjacent to the last described centerlines thence continuing along said centerline and in said direction fifty (50) feet in width lying on the right and adjacent to the last two (2) feet, a parcel of land fifty (50) feet in width lying on the right and adjacent to the last two (2) feet, a parcel of land fifty (50) feet in width lying on the right and adjacent to the last two (2) feet, a parcel of land surjuing along said centerline and in said direction fifty (50) feet, a parcel of land surjuing along said centerline and in said direction fifty and centerline and in said direction fifty (50) feet, in width lying on the right and adjacent to the last two (2) feet, a parcel of land direction fifty (50) feet, a parcel of land surjuing uniformally from file last three (3) described centerline and in said direction fifty (50) feet to the last described centerline and in said direction were particularly described as follows, to-wit: From the intersection of the Section One (1) and the centerline of the A purcel of land located in the South Half of the Southwest Quarter of Section Une (1), Township Statems (16) North, Range Two (2) East, in Marien County, Indiana, and being

emiterlines. The above described parcel of land being right of way necessary for the proposed highway improvement and containing two and one tenths (2.1) acres, more or less.

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A factor of land located in the first be that of the Sutteres Courty, Indiens, and being more formed by Sixtees (16) Borty, Prox. (16) Bor
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He to their understined and agreed that this companies of Pajece) is possible to make construct and activities and so that this companies that the solutions of the passible for an interaction and an analysis of the solutions and their and their and their and their and their and their and containing and behavior and containing a set of their and containing and behavior and containing a set of their and their an insulations of such angious displaying.

Not taken by the other remarked from said particle displaying an expectability of the said that the containing their and), which sum shall be paid to the 11 The above and foregoing grant is made in consideration of payment of the sum of . Envis. Thousand First Four and no/100 = - - - Dollars (\$ 7,004.60.)

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The underlyined (Brititle): As the teles or they (are) the sole ownerest of the alone described property, and said grandens further represent that there are netermbranes, leaves, liens or options of any limit is character on said lands as conversed as shown below, and that they make this representation for the purpose of indicating the State Highway Commission of Inc.

at Platica County in 174 Sa effective and hinding from and after its (Grader) hopory to be supported (Go S LO APROVO PI CA to the day of This great is to be and but Ash 1'1 1'2 ' Chipman Sign Halbary Commence of Albaria. 57.61. (Grantor) The above grant is hereby accepted. October 20, 1945 STATE OF INDIANA, /

PURDUE UNIVERSIT LAFAYETTE, INDIANA RECEIVED FOR DECORD Linita-a Amara July 23, 1964 JUL 2 1 1964 14 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. 1-8 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 DULY ENTERED FOR TAXATION FUE 9 1964 Som T. 8 39279 -2-July 23, 1964 Mr. John M. Smith 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 Real Estate Manager EG/mm cc: Mr. L. J. Freehafer Mr. Robert Goodrich Minn Mar I. I ther

DOARD 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

DULY ENTERED of Marion County and the Metropolitan Thoroughfare Authority of Marion County that a right of entry over and Signat.

NOW, THEREFORE, BE IT RESOLVED THAT:

64 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-

64 39279

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

Adopted and executed on this 5 day of

(Inguit, 1964.

Mich. Jonich

W.Exfamplice

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 neross 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,
 DULAGING 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

Salar

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 22^{HI} day of July, 1964.

THE TRUSTEFS OF PURDUE UNIVERSITY

By
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

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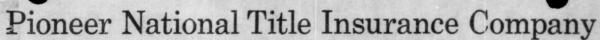
INTERIM CERTIFICATE OF TITLE

Pioneer National Title Insurance Company

Union Title Division

S.R.	PROJECT	COUNTY	PNTIC #	
165	I65-3 (17) 120	Marion	67-958-O	
ame on	Plans City of Indianapolis			
	Board of Commission	NSURANCE COMPANY, a Califor	nia corporation with its	
tha #_	October 11, 1969, 8:00 A.M.	Indianapolis, in consideration of prem January 30, 1967, 8:00 A.M. reveals no changes as to the real estate		
1.	Taxes for 19payable 19in			
	Duplicate #Parcel	1 CONTROL OF COURSE OF CONTROL OF COURSE OF CO	Code #	
	May \$	nid) (unpaid); November \$	(paid) (unpaid)	
1,		W of Rd SW 1/4 1-16-2 51-385 ac m No. 6-00 5004924	c in name of	
2.	Paragraphs 1 and 2 of NOTE appearing after Item 8 of Schedule B are amended to read as follows:			
	City of Indianapol fixing the terms of	tion by Board of Park Commission is, directing sale of the real esta of such sale, and authorizing exec Authenticated copy of the resolu	ate herein, cution and	
	 Deed by Board of I executed by its Pr seal affixed. 	Park Commissioners of the City resident and attested by its Secre	of Indianapolis, tary with its	
3.	County for Metropolitan Thorou	d May 16, 1966 by Board of Commightare Authority of Marion Counge 141 recorded February 13, 1967	ty as shown in	
	sed its corporate name and seal to	EER NATIONAL TITLE INSUR be hereto affixed by its duly authoriz PIONEER NATIONAL TITLE IN	zed officers.	
Du	ux. Gelsor	Walker a.		
Ass	sistant Secretary	Vice Presid	ent	
	Countersigned and validated as of the	ne28_day ofOctober	, 19 69.	
			porized Signatory	
			g S. Quizon	

GUARANTY OF TITLE



Union Title Division

S.R.	PROJECT	COUNTY	PNTIC #
165	165-3 (17) 120	Marion	67-958-0

Names on Plans City of Indianapolis

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

aller a. He,

Assistant Secretary

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

Authorited 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.)

ENDORSEMENT

Issued By

PIONEER NATIONAL TITLE INSURANCE COMPANY

Attached to and forming a part of

Guaranty of Title No. 67-958-0

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

- 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.
- 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

Ronald W. Morris

Advisory Title Officer

Guaranty Number 67-958-0

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 pay	able 19in name of		
Duplicate #	Parcel #	Township	Code #
May \$	(paid) (unpaid); November \$	(paid) (unpaid)
Taxes for 19pa	yable 19now 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

 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.

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, towit:

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 60 minutes East 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.

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EASEMENT

. James E. Drugg, unmarmied

TOWN LOT RECORD page353 Inst. #1065

Recorded, 100

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:

hereby granted. Left Side of Center Line

From Station to Station

Line S-4 G 290 + 10 to 301 + 68 XXXXXX. XXXXXXXX X

Right Side of Center Line XXXXXX

XXXXX

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

feet

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)

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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 Company sell or destroy such timber.

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 Indians.

Indiana.

The above grant is hereby accepted. STATE OF INDIANA,

Chairman, State Highway Commission of Indiana. Satate 80, 1945

Park above 815,0

THIS AGREEMENT, made and entered into this 2/2t day of

, 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 Foundationare 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 - 2 -

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

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 Town-ship 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°, 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 thecenterline 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 31 acre tract in the northeast quarter of the southeast quarter of Section 32; a one acre tra ct in the northwest quarter of the northeast quarter of Section 32 being sald 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 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 3.37 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. 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. -9-

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; -10-

(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 rightsof-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 -11University 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 Commissioners.

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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 President

Attest:

Mary Elizabeth Minuer

Approved:

Treasyrer

By - manie Lottorde (Seal) Attest: BOARD OF FLOOD CONTROL COM-MISSIONERS OF THE CITY OF INDIANAPOLIS, INDIANA Members BOARD OF PARK COMMISSIONERS OF THE CITY OF INDIANAPOLIS, INDIANA Members

PURDUE RESEARCH FOUNDATION

APPROVED BY:

Examined and approved by me as to form:

Attorney General of the State of Indiana

