

STATE OF INDIANA X
COUNTY OF MARION X

SS:

A F F I D A V I T

I-70-3(52) Parcel 159
Re-written

3/25/71
unsigned

Frances C. Sherman, being first duly sworn upon oath says that she is now and has been a life long resident of Marion County, Indiana, and has been the President of C. P. Carburetor Products Company, Inc., having its place of business at 2101 Montcalm Street, Indianapolis, Indiana. Said corporation now occupies said building as a result of moving from the prior location of said business at 1022 South Meridian Street, Indianapolis, which was condemned by the State of Indiana, in connection with the need for such property for the Interstate Highway.

Affiant further says that she has heretofore presented to the State of Indiana various Exhibits in support of her claim for monies expended which was necessitated by moving her said business as aforementioned.

That the representatives of the State of Indiana have heretofore examined the evidence presented by the affiant herein and has requested additional information or evidence to support the amount claimed for such moving expenses; that in connection therewith, the representatives of the State of Indiana have prepared a document and submitted the same to the affiant, which document is a recapitulation or summarization of the additional information that is requested; that because of the long period of time that has been involved in the moving of the machinery and equipment of said corporation and the affiant's request for the immediate settlement of her claim by reason of the necessity for said corporation to be reimbursed for said moving expenses and by reason of the further fact that it is impossible to determine how much additional time will be needed to obtain receipted bills to support the checks that affiant had written in connection with said move, she is requesting that the State of Indiana accept this, her verified affidavit that the amounts expended by her as reflected in the summary prepared by the State of Indiana

25% DUTY ON FUEL OIL

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are true and correct which, by her affidavit, she hereby affirms and verifies.

Affiant further says that the aforementioned summarization or recapitulation is by reference thereto, hereby made a part of this affidavit and marked "Exhibit A" and the affiant now further certifies that the following amounts claimed as an expense for moving, as hereinabove set forth and as reflected in said summarization and identified as No. 1, captioned Temporary Rents and Rentals, the checks shown therein having been issued to Sid Iszak were in truth and fact paid to him covering the cost of temporary storage of equipment, parts and materials necessitated by moving; that all other expenditures scheduled in No. 1, with the exception of Acme Iron, were expenses incurred in renting various tools and necessary items to be used in connection with disconnecting equipment, moving equipment and reinstalling the same; that expenditure made in connection with Acme Iron resulted from affiant's decision to buy one Fork Truck needed in connection with said move rather than rent the same, affiant having determined that it would be less expensive to buy than it would be to rent for the period of time required. In this connection, in view of the fact that the affiant is still in possession of said Fork Truck, she believes that credit should be given for the difference between the amount of the rental that she would have been compelled to pay and the actual cost of the Fork Truck which was \$1,195.00 and notwithstanding the fact that affiant believes that the rental would have been \$700.00, she is only claiming \$500.00 in this regard.

With reference to No. 2, being Dismantling & Crating Expense, the affiant says: that the two Hydraulic Skid Trucks were purchased for the total sum of \$150.00, the same having been purchased as used equipment; the purchase was necessary by reason of the fact that they could not have been rented and after moving, said Skid Trucks were of no further use or value to said corporation.

With reference to Miami Metals Products Co., the expenditure of

\$183.40 represents the cost of 254 used metal tote pans. These pans were necessary for the moving of parts and materials; affiant believes that although she would not have had any need for the tote pans had she not moved, nevertheless, some credit should be given for the pans that remain and although a substantial number of them disintegrated resulting from the move, she believes that an allowance of \$25.00 should be made, thus reducing her claim from \$183.40 to \$158.40.

That the checks issued to John Hightower shown on schedule No. 2 represented payments made to him for his services in connection with moving expense prior to the time that he was added to the regular employees payroll.

That with reference to the various payments made to Billy Chadwell, such checks represent payment made for services in connection with dismantling of equipment, and driving a truck, together with such other labor that he performed in connection with the move; that at the time of the move, said Billy Chadwell was a temporary employee originally employed for the assistance needed in the move but thereafter, he became a regular employee.

Affiant further says that the check for \$27.18 to Dunham Rubber & Belting Co. represents an expense for the replacement of airhose. In disconnecting and reconnecting machinery items, it was determined that when machinery has been in place for some time, it is less expensive to cut the old hose and replace with new hose than it would be to disconnect and reconnect the existing lines.

That one Roy Esters received checks in the sums of \$53.84 and \$10.13; that at the time of payment to Mr. Esters, he was a temporary employee and assisted in the moving. This employee worked for the corporation on and off but at the particular time that said checks were issued to him, he was a temporary employee.

Affiant further says that expenditures shown as cash expenditures hereinabove shown in No. 2 for various items, were made from petty cash fund and were entirely for miscellaneous small items necessary in the disconnecting, dismantling, transporting and re-

connecting of various items of equipment and machinery in the move. Petty cash slips are furnished as documentation for said expenses.

#3
With reference to No. 3, being Transporting & Unloading, the affiant says: that check number 7892, cannot be located and for that reason, affiant waives her claim for \$62.50 shown in entry of 2-19-69.

That the check issued to Bewley's Gulf in the sum of \$16.43 represents gasoline purchases used in connection with the move from South Meridian to Montcalm Street.

That the check issued to Grover Martin in the sum of \$94.50 represents payments for temporary labor in connection with moving expenses; that said Grover Martin became a permanent employee at a later date.

Affiant further says that the William Chadwell and Billy Chadwell referred to in the recapitulation sheet No. 3, Transporting & Unloading, are one and the same person; that checks issued to Mr. Chadwell were during the time that he was a temporary and not a permanent employee and represents payments made to him in connection with moving expense.

That the item of \$13.50 under entry dated 3-4-69 is in error and should have been \$8.50; accordingly, credit should be allowed in the sum of \$5.00.

In view of the fact that the \$25.00 expense claimed under entry 3-9-69 is now allowable, credit for that amount is given.

Affiant further says that notwithstanding the expenditure of \$25.25 which is supported by a pay-out memorandum, she cannot ascertain at this time what the specific payment was for and for that reason, she is waiving her claim for that amount. ^{\$31.50}

Norman Warren was a spot laborer hired through the Indiana State Employment Agency; the amount paid him in the sum of \$38.94 represented moving expenses.

John Hightower covering the entry 4-16-69, received a check in the sum of \$26.25 for services rendered in connection with moving expenses. This payment was made at a time when Mr. Hightower was a

temporary and not a permanent employee.

Affiant further says that expenditures shown as cash expenditures hereinabove shown in No. 3 for various items, were made from petty cash fund and were entirely for miscellaneous small items necessary in the disconnecting, dismantling, transporting and re-connecting of various items of equipment and machinery in the move. Petty cash slips are furnished as documentation for said expenses.

With reference to No. 5, being Fringe Benefits, upon discussion with representatives of the State Highway Commission with reference to payments made under this heading, the affiant is willing to accept the statement of the representatives to the effect that such benefits cannot be recovered as part of moving expenses, therefore, No. 5 in its entirety in the sum of \$438.06 is being waived.

#6 With reference to No. 6, being Reinstallation Cost-Outside Help, the affiant says: Mr. Dean Coleman was on the regular payroll and was paid as such with the exception of \$20.48 which was shown on the outside expense columns due to the fact that Mr. Coleman resigned and had the additional \$20.48 due over normal payroll time and was paid from petty cash.

Entry dated 12-19-69 for Grover Martin - at that time he was considered temporary help to assist in the moving. Thereafter, he became a permanent employee.

With reference to the entry 11-5-68 identified as check number 6434 in the sum of \$950.00, the affiant says: the charge represents the cost of a central hydraulic pumping unit which was necessary in order to operate certain equipment removed from the old to the new location. This central pumping unit was purchased used for \$950.00, whereas a new unit would have cost in excess of \$5,000.00 and to attempt to move the old hydraulic pumping unit and reinstall in working order would have cost in excess of \$3,000.00. Thus, the affiant knows that this expenditure represents the absolute minimum cost for the purpose aforementioned.

Entry 11-5-68 shows payment of \$1,921.20 to Norman Levy; inadvertently charges are included in this total which are not allowable

in the sum of \$821.20. Accordingly, this expense should have been \$1,100.00 and represents a charge for work benches and shelving that were affixed to the walls of the old building and could not have prudently been removed, disassembled and reassembled. To have attempted to remove the old benches and shelving which had been affixed to the building and yet was the property of C. P. Carburetor Products Company, Inc., which would have resulted in a higher charge than was actually claimed.

Tom Carrico is a plumber by trade and worked for us during his off hours at a reduced rate. Under No. 6 of the recapitulation sheet, he was referred to in five separate entries. His services consisted of reinstalling pipe lines, air line and hydraulic lines.

Entry 2-25-69 in the sum of \$115.00 paid to Liquidators of Indiana - this charge was to replace shelving which could not have been removed from the old location for the same reason above referred to in the case of Norman Levy.

Entry 2-25-69 shows payment of \$325.00 to Kennedy Tank Co. This represents the cost of a return water tank that is necessary for the functional operation of machines. The old tank at 1022 South Meridian Street was constructed piece by piece in the basement of the old building and could not have been removed without disassembling the same piece by piece and having the same reinstalled in the new building. The cost of removing would have been far in excess of the cost of purchasing a new tank and making it operational in the new location.

Entry 2-25-69 check in the sum of \$72.00 payable to John Hightower. At that time Mr. Hightower was a temporary employee and was assisting in the moving and reinstallation of equipment.

Under No. 6 of the recapitulation sheet there are eleven separate references to Wright-Bachman which is a lumber and supply company located in Indianapolis. The total amount paid to Wright-Bachman is \$3,001.13 and partially represents the cost of materials to replace office partitions, bins, shelf bottoms, skid tops, shutes, cabinet sides and other materials. It is the affiant's belief that

the cost of removing and disconnecting, crating and reinstalling the items for which Wright-Bachman purchases were made, would have been equal to or in excess of the actual cost of the materials so purchased. However, as a result of the discussion with representatives of the State Highway Commission concerning these charges, affiant is willing to reduce the amount she actually expended in an effort to arrive at a figure that would be equitable to all concerned and accordingly, she is willing to reduce the sum actually expended in this connection by \$1,001.13, making a total claim for Wright-Bachman materials of \$2,000.00.

Entry 2-25-69 payment to George Meyers in the sum of \$250.00. This payment represents charges for hydraulic fittings.

Entry 2-25-69 Kelly Plumbing Co. for \$56.80. This is a charge for copper pipe for water return system on necessary installation to make machines operable. Installing new copper piping is much less expensive than attempting to remove and replace the old piping and it is to be noted that it is questionable whether old copper piping could be removed and reused in our particular case.

Entry 2-25-69 Sears-Roebuck Co. check for \$76.72, as well as entry 3-24-69 for \$10.87. These expenditures represent purchases of hardware and electrical materials in connection with reinstalling of equipment.

Entry 2-25-69 Bill's Paint Store, check for \$47.02. Affiant waives this claim.

Entry 3-10-69 American Hardware check for \$13.96 covering cost for refitting and installation of machines.

Entry 3-26-69 payment to Ezra Brown in the sum of \$42.31. This employee worked periodically, either as a temporary or regular employee. At this particular time, he was a temporary employee and assisted in the moving.

All references to Grover Martin shown in five separate entries under recapitulation sheet No. 6, represent payment for services in the reinstallation of machinery and equipment. This employee was

both temporary and permanent and is carried on the books of the corporation as a regular employee for certain periods of time and is also shown on the Exhibit attached to this affidavit but affiant states that there is no claim made for duplication of the services rendered by this employee.

Three entries are made under No. 6 beginning 4-10-69 to Sam Klain & Son. This company deals in plumbing supplies and these purchases made from that company as herein set forth covers the reinstallation of piping necessary to make the machinery and equipment operational.

Four entries to Central Hardware beginning 4-10-69. This company deals with hardware and plumbing supplies and the purchases represent materials used in the reinstallation of machinery and equipment to make the same operational.

Entry 4-10-69 W.W. Grainger. Upon explanation by representatives of the State, affiant waives her claim for the following payments to Grainger: 4-10-69 \$35.49; 5-9-69 \$27.94; 7-10-69 \$38.40, totaling \$101.83.

Entry 4-10-69 and 5-9-69 payment to Kenneth J. Galm Co. in the sums of \$18.91 and \$9.84 respectively, represent the cost of a bit for a drill that was used to reinstall piping leading to machines in the new location.

4-10-69 Industrial Sand Blasting check in the sum of \$242.05. For the reason heretofore explained, the cost of disassembling, crating, moving and reinstalling old shelving would have been equal to or more than the cost of buying new and used shelving. The used shelving purchased from various sources at a cost far less than new shelving had to be reconditioned and painted for use. The amount claimed for this item represents the cost of repairing used shelving for use in the new location.

4-10-69 Deybread Engineering Co. Affiant states that after explanation by the State, she waives this claim.

Entry 4-10-69 Central Electric Supply Co. check for \$88.20.

This expenditure covered steel angle braces used in connection with installation of shelving. Explanation heretofore given concerning this expense.

Entry 4-10-69 J.B. Dee and Co. check for \$60.30. Affiant says that any move involving scales in connection with this business must be checked and readjusted after delivery to new location.

Entry 4-10-69 Economy Electric Supply \$1,148.77; 5-9-69 \$313.03; 5-9-69 \$378.26; 7-10-69 \$91.16; 8-1-69 \$117.03; 9-10-69 \$340.38; 10-10-69 \$34.87 (inadvertently referred to as Economy Plumbing Co. in the recapitulation); 10-10-69 \$103.86; 10-10-69 \$148.74. These items cover expenditures for electrical fittings, all of which were used for reinstallation of equipment and machinery and not for the alteration of the building. The invoice dated 5-9-69 for \$378.26 includes charges for florescent fixtures and bulbs which amount to \$188.49. While the affiant believes that this is a proper charge in connection with the move from the old to the new location, based upon professional advice that difficulty could be encountered in reinstalling the florescent fixtures previously used, nevertheless, upon discussion of this matter with the State Highway Commission, she waives and deletes the said sum of \$188.49 from said statement of \$378.26, reducing the statement to \$189.77; the same explanation is offered in connection with entry dated 9-10-69 and affiant is waiving \$272.78 on the statement of \$340.38, making the net amount of such statement \$67.60. In entry 9-10-69, reference is made to LP Gas Tank. Actually this is for expendable gas used in connection with sweating copper fittings to reinstall water lines to machines.

Maurice Perks Metal Products beginning 4-10-69 for the sum of \$488.60; 5-9-69 \$715.45; 7-10-69 \$1,627.94; and 8-1-69 \$550.03. Affiant says that the aforementioned purchases made from Perk represents the cost of bins and shelving to replace those that were in the old location and could not have been economically disassembled, moved and reassembled for the reason hereinabove expressed.

Peerless Electric Supply Corp. entry 4-10-69 \$80.70; 5-9-69

\$69.20; and 12-19-69 \$62.68. These expenditures represent cost of electrical supplies used in reinstalling some machines and equipment to make them operational.

Reel Pipe & Valve Co., Inc. entry 4-10-69 \$27.80; 5-9-69 \$76.91; 8-1-69 \$20.05; 9-10-69 \$41.32; 10-10-69 \$68.42 and 10-10-69 \$36.00. + 1-10-70 \$4.12
These expenditures represent the cost of pipe valves and fittings necessary to run water, air and gas lines to machinery to make same operational.

Entry 4-10-69 Stewart-Carey Co. for \$479.85. Affiant says that this expenditure represents the cost of materials to paint the used bins that were purchased to replace these formerly used which could not economically be removed from the old building, stacked or arranged for moving, actually moved and reinstalled in the new building. The used bins purchased were covered with rust and for that reason they were bought at a very nominal price but could not be used for our particular business unless they were painted in order to keep dust and dirt out of the carburetor parts stored therein. These bins also had to be sand blasted prior to painting. Sand Blasting was done by Industrial Sand Blasting as previously noted. New bins even if available, would have been extremely expensive to purchase.

Service Supply Co. entry 4-10-69 for \$80.16 and 8-1-69 for \$37.96. These expenditures represent materials purchased for the purpose of reconnecting and reinstalling machines and equipment. Entry of 7-10-69 for \$21.10 was inadvertently included as an item of expense but this should be omitted and credit given.

Entry 4-10-69 Vonnegut Hardware Products for \$65.90. Upon explanation by the State Highway Commission, this item is waived and deleted.

Entry 4-10-69 Levin & Plott check for \$23.00. Affiant says that these supplies were necessary for the reinstallation of the machines and equipment.

Entry 4-10-69 Southside Hardware Co. check for \$29.32. This expenditure represents supplies purchased to make machines

operational after installation.

Entry 4-10-69 Bewley's Gulf for \$26.81 represents gasoline purchases used in connection with the move from South Meridian to Montcalm Street. Perhaps this charge should have been scheduled under No. 3 of the documentation.

Entry 4-10-69 Indianapolis Manufacturing Corp. check for \$49.00. Additional hose purchased for compressed air hook-up lines to the machines.

Entry 4-10-69 Contract Hardware Co. check for \$28.48. The list originally furnished to the State of Indiana inadvertently showed the payee to be Central Hardware. This expense covered the purchase of hardware for reinstallation of machines.

Entry 4-25-69 C.A. Roberts check for \$11.00. Affiant says that this expense represents the purchase of an additional hydraulic lift to reinstall equipment.

Entry 5-9-69 Farrell-Argast Electric check for \$43.85; 5-9-69 \$17.84; 8-1-69 \$31.67; and 10-10-69 \$58.65. These charges represent purchases made for wiring devices for electrical hook-up necessary to make machines and equipment operable.

Entry 5-9-69 Schuchman Metals, Inc. check for \$218.40. Affiant says that upon explanation by the State representatives, the charge for carts included in this item should be waived in the sum of \$78.00, thus reducing this item to \$140.40. The remaining item purchased under this invoice was for additional shelving. It should be pointed out that the several shelving purchases made were the result of not being able to find one source having sufficient used shelving to replace what was formerly used which could not have been economically feasibly removed from the previous location. Affiant further says that it should be noted that the shelving replaced in the new building is less than the amount of shelving and bins that existed at the old location.

Entry 5-9-69 Harding Bros., Inc. check for \$26.94. Upon explanation by the State representatives, this item is being waived and deleted.

Leslie Minor entry 6-26-69 \$200.00; 6-26-69 \$415.75; 7-28-69 \$255.00; 7-28-69 \$230.25; 7-28-69 \$306.25; 7-28-69 \$364.88; 8-14-69 \$339.00; 9-4-69 \$181.50; 9-12-69 \$565.00; and 9-12-69 \$335.00.

Affiant for purposes of explanation states that while the bookkeeping entries for these charges as is true of the other payees who received more than one check, the actual date of the checks are different.

Leslie Minor performed electrical plumbing and carpenter services, all of which was in relation to the reinstallation of the facilities in the new building that existed at the old building.

Entry 7-10-69 Loy Instrument Co. check for \$328.60. This expense represents the cost of a new furnace plain pot which is the same as a premelt pot having attachments known as valve and thermocouple. This pot is kept under high heat at all times and of necessity, by reason of the move, the fire was extinguished. While it can be argued that the change in the temperature under the pot could have caused its cracking, nevertheless, from discussion with the agents of the Highway Department, this claim is being waived and deleted.

Entry 7-10-69 Miller Fluid Power, Inc. check for \$173.77. This item is waived and deleted.

Entry 7-28-69 Ronald Chadwell check for \$130.00. This check represents expense in connection with cutting through the roof of the new building for the installation and venting of the machinery.

Entry 8-1-69 Electro Products, Inc. check for \$120.05. This charge represents the cost of replacing valves that had to be cut in order to remove machinery from the old location and once cut, could not be reused.

Entry 8-1-69 Loy Instrument Co., Inc. check for \$59.54. This expense is waived and deleted.

Entry 8-1-69 - Spickelmier Industries, Inc. check for \$36.58. Affiant says that after discussion with the representatives of the State, this item is waived and deleted.

Entry 8-14-69 Pittsburgh Plate Glass check for \$268.79. Affiant says that upon explanation, this item is waived and deleted.

James Mattingly entry 8-22-69 check for \$206.25; and 8-29-69 \$110.63. Affiant says that the payee rendered services as an

electrical carpenter and plumber to perform necessary labor to reinstall facilities in the new building.

Entry 3-10-70 Century Auto Parts check for \$675.00. After discussion with representatives of the State, affiant is willing to delete this charge.

With reference to No. 7 being Miscellaneous Items, the affiant says: entry 2-25-69 check for \$36.50 to Levin & Plott. These pans were placed inside moving boxes and were necessary to move carburetor parts from the old to the new location without losing or misplacing them.

Entry 2-25-69 Central Supply Co. check for \$26.98. Affiant says that the following expenditures were all made in connection with the move from the old to the new location and for the installation of various machines and facilities to make them operational but other than the check that was issued for each of such items, she is without further evidence, other than the affidavit she is making herewith; that an employee by the name of Celia Baker, who was employed by C. P. Carburetor Products Company, Inc. for a period of twenty-one (21) years and who was with the company at the time of its move, is now ill and is in the Community Hospital, Indianapolis, she having sustained a stroke which has paralysed her and consequently, she can no longer work and because of the fact that her speech has been affected, it is difficult to talk to her with reference to where the records are with reference to the expenditures. However, affiant says that if such records are available, they are known only to said Celia Baker and for that reason, as aforementioned, affiant makes this affidavit in support of said payments. Entry 3-4-69 Sears-Roebuck check for \$99.59; 3-24-69 Central Hardware checks for \$16.03 and \$43.40 respectively; 3-24-69 Roger Popp, Inc. check for \$33.41; 3-24-69 G. C. Murphy check in the respective sums of \$76.36 and \$14.37; 3-24-69 South Side Hardware checks in the respective amounts of \$24.52 and \$2.15; and 3-24-69 Govco West checks for \$25.12 and \$62.99 respectively.

Entry 3-4-69 Blind Products check for \$17.34. Affiant waives

this item.

Entry 3-24-69 James Hayes check for \$9.63. Entry shows James Hayes instead of James Hopson and the latter name is correct. The check was for his work as a spot laborer.

Entry 3-24-69 Thermogas, Inc. checks for \$5.60 and \$8.40 respectively. These expenditures were for protane gas for Fork Lift Truck for installation of machinery.

Entry 3-24-69 Levin & Plott check for \$80.15. This expenditure was made for the following: gate valves were used in reinstallation of machines; boxes and pans were used to transport carburetor parts from the old to the new location; and the valves were used for reinstallation of machines.

Entry 3-24-69 Stewart-Carey checks for \$44.19; \$14.31; \$23.78; and \$95.99 respectively. Affiant says that these purchases were necessary as aforementioned to cover the rust on the used pans and bins that were purchases. Also for sealing the walls of the building to protect the many minute carburetor parts used in the assembling of carburetor kits. Included in the check for \$95.99 is a \$29.40 charge for an extension ladder. This charge is being waived.

Entries 3-24-69 Industrial Haulaway checks for \$40.00 and \$10.00 respectively. Industrial Haulaway is a monthly charge for hauling trash, however, during certain periods of the move, it was necessary to use an extra truck to haul away materials which had to be moved which were not valuable at the new location; therefore, only the charge for the extra truck is submitted.

Entry 3-24-69 Standard Oil check for \$74.61. This item is waived.

Entry 3-24-69 Enterprise Machine Co. check for \$19.60. Z-Bars were used for the purpose of securing the controls on the machines which were installed.

Entry 3-24-69 M. Goldstein & Co. check for \$8.90. This item is waived.

Entry 3-24-69 Time Clock Service check for \$17.50. Affiant says that when a time clock is moved it must be disconnected and then reconnected and reset in its new location.

Entry 3-24-69 Schuchman Metals, Inc. check for \$3.30. This item is waived.

Affiant further says that expenditures shown as cash expenditures hereinabove shown in No. 7 for various items, were made from petty cash fund and were entirely for miscellaneous small items necessary in the disconnecting, dismantling, transporting and re-connecting of various items of equipment, facilities and machinery in the move. Petty cash slips are furnished as documentation for said expenses. Such cash items are covered by entries dated 2-25-69 in the sum of \$15.05; 3-4-69 check for \$100.00, however from this charge \$18.00 is being waived; 3-24-69 check for \$150.00, however from this charge \$15.43 is being waived; 3-24-69 check for \$100.00, however evidence has been submitted covering \$75.00 of that amount. The \$25.00 expenditure represents the supplies as shown, all of which were necessary to reinstall the machinery; 3-24-69 check for \$100.00, however from this charge \$14.20 is being waived.

With reference to No. 8 being Security Insurance Protection, the affiant says: Entry 1-10-69 - the nature of this business is such that certain dies and other materials are extremely expensive and readily adaptable to theft and for this reason it was necessary for insurance protection, however security charges are only made for periods of time that the dies were being moved and adaptable to theft.

#9
With reference to No. 9 being Overhead and Other Charges, the affiant says: entry 2-25-69 Dallas-Pierce check for \$100.00. Upon explanation, this item is being waived.

Entry 3-25-69 Citizens Gas & Coke Utility check for \$82.62 is being waived.

Entry 3-25-69 Indianapolis Water Co. check for \$43.93 is being waived.

Entries 3-25-69 and 3-4-69 covering Jackson Oil Co. for \$139.66

and \$69.68 respectively represent charges for maintaining the heat at the old location during the move from the old to the new location. While the new building was being heated during the time of the move, no claim is being made for the heating bill there but it was necessary to maintain heat in the old building during the process of moving.

Entries 3-4-69 Indianapolis Power & Light Co. in the sum of \$158.80 and \$119.54 respectively. These charges cover substantially the same period of time and represent an expense for light service in both locations. However, had it not been for the dislocation of the business which necessitated the move, only one of these bills would have occurred. Therefore, affiant is waiving the statement for \$158.80 and claiming \$119.54 as an expense.

Entries 3-4-69 Citizens Gas & Coke Utility in the respective amount of \$72.49 and \$15.95 are both waived.

Entry 3-4-69 Indianapolis Water Co. check for \$29.49 is being waived.

Entries 3-4-69 M.P. Brown Co. checks for \$33.74 and \$63.56 respectively are being waived.

Entry 3-4-69 Indianapolis Power & Light Co. check for \$27.50. This charge represents utility service for the old location pending the move. No duplication charge is being made for light service in the new location during this period.

Entry 3-4-69 Crystal Flash Petroleum Corp. check for \$417.37 is being waived.

Entry 3-4-69 Indiana Automatic Sprinkler Co. check for \$102.10 is being waived.

Entry 3-4-69 F. C. Tucker Co. check for \$200.00 is being waived.

Affiant further says that expenditures shown as cash expenditures hereinabove shown in No. 9 for various items, were made from petty cash fund and were entirely for miscellaneous small items necessary in the disconnecting, dismantling, transporting and re-connecting of various items of equipment, facilities and machinery in the move. Petty cash slips are furnished as documentation for said expenses.

With reference to No. 10 being Payroll Documentation, the affiant says: that she is the President and sole stockholder of C. P. Carburetor Products Company, Inc. That her salary ranges from \$26,000.00 to \$35,000.00 per year and that such salary has never been disallowed by the Internal Revenue Service; that as such President, she is in actual charge of the affairs of the corporation and either makes or contributes to any and all material decisions affecting said business and the operation thereof; that affiant, as the President of said corporation, does not have what could be termed as a normal work week but devotes as many hours to such business, per week, as she deems necessary for the prudent and efficient operation of said business. By reason of the fact that her working hours are not constant in nature, she cannot set forth a specific number of hours that she works but, for the purpose of making her claims for the time devoted to moving her business, she has estimated that a rate of pay of \$25.00 per hour based upon her income is reasonable and while such rate could in reality exceed that amount, nevertheless, she is predicating her claim upon the amount stated. In connection with the service that affiant devoted in relocating her business, she states that the following facts are true; that when it became apparent that her business had to be relocated as the result of the condemnation action filed by the State of Indiana, she devoted many hours to the investigation of other locations which might be acceptable to her and her business and in that connection, spoke with the leading realtors of Indianapolis in an effort to enlist their aid in finding a new location. After purchasing the property at 2101 Montcalm Street, Indianapolis, Indiana, it then became necessary for her to confer with the executive employees of the corporation concerning the matter of moving said business. Decisions had to be made by the affiant and her executive employees concerning the most prudent and efficient means available for such move and as a result thereof, contacted commercial movers who held conferences with the affiant and then submitted bids. Affiant states that because of the nature of her business, the movers who were equipped to do this job were few in

number and after that phase of the problem had been investigated, it then became necessary to enlist the services of professional craftsmen whose services of necessity would be needed to dismantle, crate, move and reinstall the machinery, equipment and facilities existing at the old to the new location; that in the instances where the affiant did not personally make the contacts with said craftsmen or negotiate directly with them, someone of her executive employees' did so but in each instance, the contact by each employee was discussed with the affiant herein.

Affiant further says that all the hours reflected in the breakdown submitted to the State of Indiana were the hours worked by the affiant in connection with the dislocation and move and while it is true that the affiant devoted more hours than is shown, only the portion of time spent in connection with the foregoing statement were the hours actually devoted to the action and the hours that she worked in matters unrelated thereto are not being charged. In this connection, the affiant states that the reason her company undertook a self-move is attributable to the fact that it was apparent from the substantial number of craftsmen who would have been involved in this move that the matter of having them coordinate their services would have been most difficult. In other words, the movers and all those that would have been involved depended entirely upon some estimation of the time required to complete their respective functions in order that each of the craftsman could schedule their respective work but do to the fact that such dates could not be determined with any degree of accuracy, the affiant determined that the self-move, under the circumstances, would be more prudent.

Affiant further says that the new location of the business was chosen as the one most desirable from what was shown to her as being available and because of the difference between the old and the new building, much time had to be devoted to the location of the various machines and while the move and reinstallation of machinery was a slow process and took a considerable period of time, the fact is that

there are approximately eighteen (18) additional machines that are in the new building that are not in operation which must be reinstalled and reconnected; all such machines were in operation in the old location and since the affiant is in need of funds by reason of the substantial expenditures that she has heretofore made in connection with the move which have not been reimbursed, she will wait to install the remainder of the machines but in the meantime, she has secured a bid representing the cost of such reinstallation, which bid has been furnished to the State of Indiana.

Affiant further states that the appraisal process began in the latter part of 1966 and from that time to the present date, she has been concerned with relocation and dislocation problems and is not yet completely operational. This period of time spans some four years and the affiant has claimed only 951 hours as recompensable under relocation expense and believes that this claim is minimal and more than fair. The sales volume of her business has suffered as the result of the problems involved in the moving and relocation but she has been informed that she cannot recover on that account and makes no claim therefor.

With reference to No. 12, being Documenting Expense, the affiant says: that Jerry Dorman, an executive employee, submitted a total of 153 hours that he devoted in assisting with the documentation of moving and relocation expenses, all as requested and required by the State of Indiana; this additional documentation was prepared in addition to and after the first documents of expense were submitted.

Affiant says that the total charge of \$55.53 was expended for xerox copy paper and services of Marbough Engineering Supply Company for making duplicate copies of documentation exhibits.

With reference to Nos. 13, 14 and 15, the affiant says: that the same are being waived upon the basis that such losses are not compensable.

Affiant further says that the above and foregoing affidavit is

in all respects accurate and true, based upon her belief and that the claims heretofore made that are being waived herein are being waived upon the basis that the same are not compensable as discussed with the representatives of the State of Indiana and for that reason, she is willing to delete such claims, upon condition however, that her claim is otherwise allowed and expediently disposed of; further, that by reason of the time that has elapsed since the company has expended moving expenses without reimbursement, she is desirous of closing this matter at the earliest possible time, as aforementioned, otherwise, the company reserves right to exert whatever claims it has waived herein.

And further affiant sayeth not.

Frances C. Sherman

SUBSCRIBED and SWORN to before me, a Notary Public, in and for said County and State, this _____ day of _____, 1971.

Notary Public

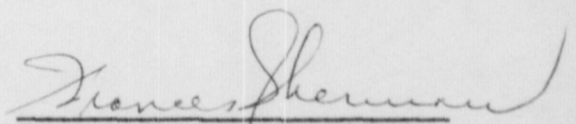
My Commission Expires:

EAGLE-A
TYPE-ERASE
100% COTTON FIBER USA

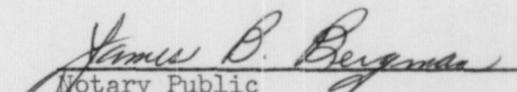
A F F I D A V I T

STATE OF INDIANA
COUNTY OF MARION

I, Frances Sherman, being first duly sworn upon my oath says that the property shown in the accompanying inventory is entirely personal property; all owned by The C. P. Carburetor Products Co., Inc.; and further, that all of said property was located at 1022 South Meridian Street, Indianapolis, Indiana and was moved to 2101 Montcalm Street, Indianapolis, Indiana as a direct result of the former address, 1022 South Meridian Street, Indianapolis, Indiana, being acquired by the Indiana State Highway Commission under eminent domain proceedings.
Further Affiant Sayeth Not.


Frances Sherman, President
C. P. Carburetor Products, Co., Inc.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 25th day of MARCH, 1971.


Notary Public
James B. BERGMAN

My Commission Expires
JAMES B. BERGMAN
Notary Public, Marshall County, Ind.
My Commission Expires Nov. 29, 1973

A F F I D A V I T

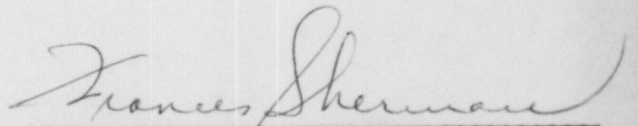
STATE OF INDIANA
COUNTY OF MARION

I, Frances Sherman, being first duly sworn upon my oath, says that she is the President of C. P. Carburetor Products Co., Inc., and Indiana Corporation, 2101 Montcalm Street, Indianapolis, Indiana, having moved from 1022 South Meridian Street, in said city as a result of that property having been appropriated by the State of Indiana, under Condemnation proceedings in the Superior Court of Marion County, Indiana.

Affiant further says that the accompanying evidence of the cost of moving from their previous location to their new location, as submitted to the State of Indiana, includes the necessary costs of dismantling, disconnecting, crating, loading, insuring, transporting, unloading, re-installing of Personal Property.

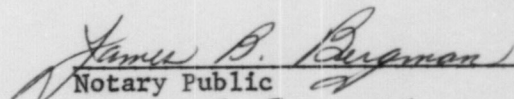
Affiant further says that the accompanying evidence of costs submitted for Moving Costs does not include any additions, improvements, alterations or other physical changes in or to the property located at 2101 Montcalm Street, Indianapolis, Indiana, but is limited to costs and expenditures that were necessary to replace the operation that existed at 1022 South Meridian Street.

Further Affiant Sayeth Not.



Frances Sherman, President
C. P. Carburetor Products Co., Inc.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 25TH day of MARCH, 1971.



Notary Public
JAMES B. BERGMAN

My Commission Expires:

JAMES B. BERGMAN
Notary Public, Marshal County, Ind.
My Commission Expires Nov. 29, 1973

This Instrument prepared by James B. Bergman

EAGLE-A
TYPE-ERASE

Affiant further says that the aforementioned summarization or recapitulation is by reference thereto, hereby made a part of this affidavit and marked "Exhibit A" and the affiant now further certifies that the following amounts claimed as an expense for moving, as hereinabove set forth and as reflected in said summarization and identified as No. 1, captioned Temporary Rents and Rentals, the checks shown therein having been issued to Sid Iszak were in truth and fact paid to him covering the cost of temporary storage of equipment, parts and materials necessitated by moving; that all other expenditures scheduled in No. 1, with the exception of Acme Iron, were expenses incurred in renting various tools and necessary items to be used in connection with disconnecting equipment, moving equipment and reinstalling the same; that expenditure made in connection with Acme Iron resulted from affiant's decision to buy one Fork Truck needed in connection with said move rather than rent the same, affiant having determined that it would be less expensive to buy than it would be to rent for the period of time required. In this connection, in view of the fact that the affiant is still in possession of said Fork Truck, she believes that credit should be given for the difference between the amount of the rental that she would have been compelled to pay and the actual cost of the Fork Truck which was \$1,195.00 and notwithstanding the fact that affiant believes that the rental would have been \$700.00, she is only claiming \$500.00 in this regard.

With reference to No. 2, being Dismantling & Crating Expense, the affiant says: that the two Hydraulic Skid Trucks were purchased for the total sum of \$150.00, the same having been purchased as used equipment; the purchase was necessary by reason of the fact that they could not have been rented and after moving, said Skid Trucks were of no further use or value to said corporation.

With reference to Miami Metals Products Co., the expenditure of

temporary and not a permanent employee.

Affiant further says that expenditures shown as cash expenditures hereinabove shown in No. 3 for various items, were made from petty cash fund and were entirely for miscellaneous small items necessary in the disconnecting, dismantling, transporting and re-connecting of various items of equipment and machinery in the move. Petty cash slips are furnished as documentation for said expenses.

With reference to No. 5, being Fringe Benefits, upon discussion with representatives of the State Highway Commission with reference to payments made under this heading, the affiant is willing to accept the statement of the representatives to the effect that such benefits cannot be recovered as part of moving expenses, therefore, No. 5 in its entirety in the sum of \$438.06 is being waived.

With reference to No. 6, being Reinstallation Cost-Outside Help, the affiant says: Mr. Dean Coleman was on the regular payroll and was paid as such with the exception of \$20.48 which was shown on the outside expense columns due to the fact that Mr. Coleman resigned and had the additional \$20.48 due over normal payroll time and was paid from petty cash.

Entry dated 12-19-69 for Grover Martin - at that time he was considered temporary help to assist in the moving. Thereafter, he became a permanent employee.

With reference to the entry 11-5-68 identified as check number 6434 in the sum of \$950.00, the affiant says: the charge represents the cost of a central hydraulic pumping unit which was necessary in order to operate certain equipment removed from the old to the new location. This central pumping unit was purchased used for \$950.00, whereas a new unit would have cost in excess of \$5,000.00 and to attempt to move the old hydraulic pumping unit and reinstall in working order would have cost in excess of \$3,000.00. Thus, the affiant knows that this expenditure represents the absolute minimum cost for the purpose aforementioned.

Entry 11-5-68 shows payment of \$1,921.20 to Norman Levy; inadvertently charges are included in this total which are not allowable

in the sum of \$821.20. Accordingly, this expense should have been \$1,100.00 and represents a charge for work benches and shelving that were affixed to the walls of the old building and could not have prudently been removed, disassembled and reassembled. To have attempted to remove the old benches and shelving which had been affixed to the building and yet was the property of C. P. Carburetor Products Company, Inc., which would have resulted in a higher charge than was actually claimed.

Tom Carrico is a plumber by trade and worked for us during his off hours at a reduced rate. Under No. 6 of the recapitulation sheet, he was referred to in five separate entries. His services consisted of reinstalling pipe lines, air line and hydraulic lines.

Entry 2-25-69 in the sum of \$115.00 paid to Liquidators of Indiana - this charge was to replace shelving which could not have been removed from the old location for the same reason above referred to in the case of Norman Levy.

Entry 2-25-69 shows payment of \$325.00 to Kennedy Tank Co. This represents the cost of a return water tank that is necessary for the functional operation of machines. The old tank at 1022 South Meridian Street was constructed piece by piece in the basement of the old building and could not have been removed without disassembling the same piece by piece and having the same reinstalled in the new building. The cost of removing would have been far in excess of the cost of purchasing a new tank and making it operational in the new location.

Entry 2-25-69 check in the sum of \$72.00 payable to John Hightower. At that time Mr. Hightower was a temporary employee and was assisting in the moving and reinstallation of equipment.

Under No. 6 of the recapitulation sheet there are eleven separate references to Wright-Bachman which is a lumber and supply company located in Indianapolis. The total amount paid to Wright-Bachman is \$3,001.13 and partially represents the cost of materials to replace office partitions, bins, shelf bottoms, skid tops, shutes, cabinet sides and other materials. It is the affiant's belief that

\$183.40 represents the cost of 254 used metal tote pans. These pans were necessary for the moving of parts and materials; affiant believes that although she would not have had any need for the tote pans had she not moved, nevertheless, some credit should be given for the pans that remain and although a substantial number of them disintegrated resulting from the move, she believes that an allowance of \$25.00 should be made, thus reducing her claim from \$183.40 to \$158.40.

That the checks issued to John Hightower shown on schedule No. 2 represented payments made to him for his services in connection with moving expense prior to the time that he was added to the regular employees payroll.

That with reference to the various payments made to Billy Chadwell, such checks represent payment made for services in connection with dismantling of equipment, and driving a truck, together with such other labor that he performed in connection with the move; that at the time of the move, said Billy Chadwell was a temporary employee originally employed for the assistance needed in the move but thereafter, he became a regular employee.

Affiant further says that the check for \$27.18 to Dunham Rubber & Belting Co. represents an expense for the replacement of airhose. In disconnecting and reconnecting machinery items, it was determined that when machinery has been in place for some time, it is less expensive to cut the old hose and replace with new hose than it would be to disconnect and reconnect the existing lines.

That one Roy Esters received checks in the sums of \$53.84 and \$10.13; that at the time of payment to Mr. Esters, he was a temporary employee and assisted in the moving. This employee worked for the corporation on and off but at the particular time that said checks were issued to him, he was a temporary employee.

Affiant further says that expenditures shown as cash expenditures hereinabove shown in No. 2 for various items, were made from petty cash fund and were entirely for miscellaneous small items necessary in the disconnecting, dismantling, transporting and re-

connecting of various items of equipment and machinery in the move. Petty cash slips are furnished as documentation for said expenses.

With reference to No. 3, being Transporting & Unloading, the affiant says: that check number 7892, cannot be located and for that reason, affiant waives her claim for \$62.50 shown in entry of 2-19-69.

That the check issued to Bewley's Gulf in the sum of \$16.43 represents gasoline purchases used in connection with the move from South Meridian to Montcalm Street.

That the check issued to Grover Martin in the sum of \$94.50 represents payments for temporary labor in connection with moving expenses; that said Grover Martin became a permanent employee at a later date.

Affiant further says that the William Chadwell and Billy Chadwell referred to in the recapitulation sheet No. 3, Transporting & Unloading, are one and the same person; that checks issued to Mr. Chadwell were during the time that he was a temporary and not a permanent employee and represents payments made to him in connection with moving expense.

That the item of \$13.50 under entry dated 3-4-69 is in error and should have been \$8.50; accordingly, credit should be allowed in the sum of \$5.00.

In view of the fact that the \$25.00 expense claimed under entry 3-9-69 is not allowable, credit for that amount is given.

Affiant further says that notwithstanding the expenditure of \$37.50 which is supported by a pay-out memorandum, she cannot ascertain at this time what the specific payment was for and for that reason, she is waiving her claim for that amount.

Norman Warren was a spot laborer hired through the Indiana State Employment Agency; the amount paid him in the sum of \$38.94 represented moving expenses.

John Hightower covering the entry 4-16-69, received a check in the sum of \$26.25 for services rendered in connection with moving expenses. This payment was made at a time when Mr. Hightower was a

the cost of removing and disconnecting, crating and reinstalling the items for which Wright-Bachman purchases were made, would have been equal to or in excess of the actual cost of the materials so purchased. However, as a result of the discussion with representatives of the State Highway Commission concerning these charges, affiant is willing to reduce the amount she actually expended in an effort to arrive at a figure that would be equitable to all concerned and accordingly, she is willing to reduce the sum actually expended in this connection by \$1,001.13, making a total claim for Wright-Bachman materials of \$2,000.00.

Entry 2-25-69 payment to George Meyers in the sum of \$250.00. This payment represents charges for hydraulic fittings.

Entry 2-25-69 Kelly Plumbing Co. for \$56.80. This is a charge for copper pipe for water return system on necessary installation to make machines operable. Installing new copper piping is much less expensive than attempting to remove and replace the old piping and it is to be noted that it is questionable whether old copper piping could be removed and reused in our particular case.

Entry 2-25-69 Sears-Roebuck Co. check for \$76.72, as well as entry 3-24-69 for \$10.87. These expenditures represent purchases of hardware and electrical materials in connection with reinstalling of equipment.

Entry 2-25-69 Bill's Paint Store, check for \$47.02. Affiant waives this claim.

Entry 3-10-69 American Hardware check for \$13.96 covering cost for refitting and installation of machines.

Entry 3-26-69 payment to Ezra Brown in the sum of \$42.31. This employee worked periodically, either as a temporary or regular employee. At this particular time, he was a temporary employee and assisted in the moving.

All references to Grover Martin shown in five separate entries under recapitulation sheet No. 6, represent payment for services in the reinstallation of machinery and equipment. This employee was

both temporary and permanent and is carried on the books of the corporation as a regular employee for certain periods of time and is also shown on the Exhibit attached to this affidavit but affiant states that there is no claim made for duplication of the services rendered by this employee.

Three entries are made under No. 6 beginning 4-10-69 to Sam Klain & Son. This company deals in plumbing supplies and these purchases made from that company as herein set forth covers the reinstallation of piping necessary to make the machinery and equipment operational.

Four entries to Central Hardware beginning 4-10-69. This company deals with hardware and plumbing supplies and the purchases represent materials used in the reinstallation of machinery and equipment to make the same operational.

Entry 4-10-69 W.W. Grainger. Upon explanation by representatives of the State, affiant waives her claim for the following payments to Grainger: 4-10-69 \$35.49; 5-9-69 \$27.94; 7-10-69 \$38.40, totaling \$101.83.

Entry 4-10-69 and 5-9-69 payment to Kenneth J. Galm Co. in the sums of \$18.91 and \$9.84 respectively, represent the cost of a bit for a drill that was used to reinstall piping leading to machines in the new location.

4-10-69 Industrial Sand Blasting check in the sum of \$242.05. For the reason heretofore explained, the cost of disassembling, crating, moving and reinstalling old shelving would have been equal to or more than the cost of buying new and used shelving. The used shelving purchased from various sources at a cost far less than new shelving had to be reconditioned and painted for use. The amount claimed for this item represents the cost of repairing used shelving for use in the new location.

4-10-69 Deybread Engineering Co. Affiant states that after explanation by the State, she waives this claim.

Entry 4-10-69 Central Electric Supply Co. check for \$88.20.

This expenditure covered steel angle braces used in connection with installation of shelving. Explanation heretofore given concerning this expense.

Entry 4-10-69 J.B. Dee and Co. check for \$60.30. Affiant says that any move involving scales in connection with this business must be checked and readjusted after delivery to new location.

Entry 4-10-69 Economy Electric Supply \$1,148.77; 5-9-69 \$313.03; 5-9-69 \$378.26; 7-10-69 \$91.16; 8-1-69 \$117.03; 9-10-69 \$340.38; 10-10-69 \$34.87 (inadvertently referred to as Economy Plumbing Co. in the recapitulation); 10-10-69 \$103.86; 10-10-69 \$148.74. These items cover expenditures for electrical fittings, all of which were used for reinstallation of equipment and machinery and not for the alteration of the building. The invoice dated 5-9-69 for \$378.26 includes charges for florescent fixtures and bulbs which amount to \$188.49. While the affiant believes that this is a proper charge in connection with the move from the old to the new location, based upon professional advice that difficulty could be encountered in reinstalling the florescent fixtures previously used, nevertheless, upon discussion of this matter with the State Highway Commission, she waives and deletes the said sum of \$188.49 from said statement of \$378.26, reducing the statement to \$189.77; the same explanation is offered in connection with entry dated 9-10-69 and affiant is waiving \$272.78 on the statement of \$340.38, making the net amount of such statement \$67.60. In entry 9-10-69, reference is made to LP Gas Tank. Actually this is for expendable gas used in connection with sweating copper fittings to reinstall water lines to machines.

Maurice Perks Metal Products beginning 4-10-69 for the sum of \$488.60; 5-9-69 \$715.45; 7-10-69 \$1,627.94; and 8-1-69 \$550.03. Affiant says that the aforementioned purchases made from Perk represents the cost of bins and shelving to replace those that were in the old location and could not have been economically disassembled, moved and reassembled for the reason hereinabove expressed.

Peerless Electric Supply Corp. entry 4-10-69 \$80.70; 5-9-69

\$69.20; and 12-19-69 \$62.68. These expenditures represent cost of electrical supplies used in reinstalling some machines and equipment to make them operational.

Reel Pipe & Valve Co., Inc. entry 4-10-69 \$27.80; 5-9-69 \$76.91; 8-1-69 \$20.05; 9-10-69 \$41.32; 10-10-69 \$68.42 and 10-10-69 \$36.00. These expenditures represent the cost of pipe valves and fittings necessary to run water, air and gas lines to machinery to make same operational.

Entry 4-10-69 Stewart-Carey Co. for \$479.85. Affiant says that this expenditure represents the cost of materials to paint the used bins that were purchased to replace these formerly used which could not economically be removed from the old building, stacked or arranged for moving, actually moved and reinstalled in the new building. The used bins purchased were covered with rust and for that reason they were bought at a very nominal price but could not be used for our particular business unless they were painted in order to keep dust and dirt out of the carburetor parts stored therein. These bins also had to be sand blasted prior to painting. Sand Blasting was done by Industrial Sand Blasting as previously noted. New bins even if available, would have been extremely expensive to purchase.

Service Supply Co. entry 4-10-69 for \$80.16 and 8-1-69 for \$37.96. These expenditures represent materials purchased for the purpose of reconnecting and reinstalling machines and equipment. Entry of 7-10-69 for \$21.10 was inadvertently included as an item of expense but this should be omitted and credit given.

Entry 4-10-69 Vonnegut Hardware Products for \$65.90. Upon explanation by the State Highway Commission, this item is waived and deleted.

Entry 4-10-69 Levin & Plott check for \$23.00. Affiant says that these supplies were necessary for the reinstallation of the machines and equipment.

Entry 4-10-69 Southside Hardware Co. check for \$29.32. This expenditure represents supplies purchased to make machines

operational after installation.

Entry 4-10-69 Bewley's Gulf for \$26.81 represents gasoline purchases used in connection with the move from South Meridian to Montcalm Street. Perhaps this charge should have been scheduled under No. 3 of the documentation.

Entry 4-10-69 Indianapolis Manufacturing Corp. check for \$49.00. Additional hose purchased for compressed air hook-up lines to the machines.

Entry 4-10-69 Contract Hardware Co. check for \$28.48. The list originally furnished to the State of Indiana inadvertently showed the payee to be Central Hardware. This expense covered the purchase of hardware for reinstallation of machines.

Entry 4-25-69 C.A. Roberts check for \$11.00. Affiant says that this expense represents the purchase of an additional hydraulic lift to reinstall equipment.

Entry 5-9-69 Farrell-Argast Electric check for \$43.85; 5-9-69 \$17.84; 8-1-69 \$31.67; and 10-10-69 \$58.65. These charges represent purchases made for wiring devises for electrical hook-up necessary to make machines and equipment operable.

Entry 5-9-69 Schuchman Metals, Inc. check for \$218.40. Affiant says that upon explanation by the State representatives, the charge for carts included in this item should be waived in the sum of \$78.00, thus reducing this item to \$140.40. The remaining item purchased under this invoice was for additional shelving. It should be pointed out that the several shelving purchases made were the result of not being able to find one source having sufficient used shelving to replace what was formerly used which could not have been economically feasibly removed from the previous location. Affiant further says that it should be noted that the shelving replaced in the new building is less than the amount of shelving and bins that existed at the old location.

Entry 5-9-69 Harding Bros., Inc. check for \$26.94. Upon explanation by the State representatives, this item is being waived and deleted.

Leslie Minor entry 6-26-69 \$200.00; 6-26-69 \$415.75; 7-28-69 \$255.00; 7-28-69 \$230.25; 7-28-69 \$306.25; 7-28-69 \$364.88; 8-14-69 \$339.00; 9-4-69 \$181.50; 9-12-69 \$565.00; and 9-12-69 \$335.00.

Affiant for purposes of explanation states that while the bookkeeping entries for these charges as is true of the other payees who received more than one check, the actual date of the checks are different.

Leslie Minor performed electrical plumbing and carpenter services, all of which was in relation to the reinstallation of the facilities in the new building that existed at the old building.

Entry 7-10-69 Loy Instrument Co. check for \$328.60. This expense represents the cost of a new furnace plain pot which is the same as a premelt pot having attachments known as valve and thermocouple. This pot is kept under high heat at all times and of necessity, by reason of the move, the fire was extinguished. While it can be argued that the change in the temperature under the pot could have caused its cracking, nevertheless, from discussion with the agents of the Highway Department, this claim is being waived and deleted.

Entry 7-10-69 Miller Fluid Power, Inc. check for \$173.77. This item is waived and deleted.

Entry 7-28-69 Ronald Chadwell check for \$130.00. This check represents expense in connection with cutting through the roof of the new building for the installation and venting of the machinery.

Entry 8-1-69 Electro Products, Inc. check for \$120.05. This charge represents the cost of replacing valves that had to be cut in order to remove machinery from the old location and once cut, could not be reused.

Entry 8-1-69 Loy Instrument Co., Inc. check for \$59.54. This expense is waived and deleted.

Entry 8-1-69 - Spickelmier Industries, Inc. check for \$36.58. Affiant says that after discussion with the representatives of the State, this item is waived and deleted.

Entry 8-14-69 Pittsburgh Plate Glass check for \$268.79. Affiant says that upon explanation, this item is waived and deleted.

James Mattingly entry 8-22-69 check for \$206.25; and 8-29-69 \$110.63. Affiant says that the payee rendered services as an

electrical carpenter and plumber to perform necessary labor to reinstall facilities in the new building.

Entry 3-10-70 Century Auto Parts check for \$675.00. After discussion with representatives of the State, affiant is willing to delete this charge.

With reference to No. 7 being Miscellaneous Items, the affiant says: entry 2-25-69 check for \$36.50 to Levin & Plott. These pans were placed inside moving boxes and were necessary to move carburetor parts from the old to the new location without losing or misplacing them.

Entry 2-25-69 Central Supply Co. check for \$26.98. Affiant says that the following expenditures were all made in connection with the move from the old to the new location and for the installation of various machines and facilities to make them operational but other than the check that was issued for each of such items, she is without further evidence, other than the affidavit she is making herewith; that an employee by the name of Celia Baker, who was employed by C. P. Carburetor Products Company, Inc. for a period of twenty-one (21) years and who was with the company at the time of its move, is now ill and is in the Community Hospital, Indianapolis, she having sustained a stroke which has paralysed her and consequently, she can no longer work and because of the fact that her speech has been affected, it is difficult to talk to her with reference to where the records are with reference to the expenditures. However, affiant says that if such records are available, they are known only to said Celia Baker and for that reason, as aforementioned, affiant makes this affidavit in support of said payments. Entry 3-4-69 Sears-Roebuck check for \$99.59; 3-24-69 Central Hardware checks for \$16.03 and \$43.40 respectively; 3-24-69 Roger Popp, Inc. check for \$33.41; 3-24-69 G. C. Murphy check in the respective sums of \$76.36 and \$14.37; 3-24-69 South Side Hardware checks in the respective amounts of \$24.52 and \$2.15; and 3-24-69 Govco West checks for \$25.12 and \$62.99 respectively.

Entry 3-4-69 Blind Products check for \$17.34. Affiant waives

this item.

Entry 3-24-69 James Hayes check for \$9.63. Entry shows James Hayes instead of James Hopson and the latter name is correct. The check was for his work as a spot laborer.

Entry 3-24-69 Thermogas, Inc. checks for \$5.60 and \$8.40 respectively. These expenditures were for protane gas for Fork Lift Truck for installation of machinery.

Entry 3-24-69 Levin & Plott check for \$80.15. This expenditure was made for the following: gate valves were used in reinstallation of machines; boxes and pans were used to transport carburetor parts from the old to the new location; and the valves were used for reinstallation of machines.

Entry 3-24-69 Stewart-Carey checks for \$44.19; \$14.31; \$23.78; and \$95.99 respectively. Affiant says that these purchases were necessary as aforementioned to cover the rust on the used pans and bins that were purchases. Also for sealing the walls of the building to protect the many minute carburetor parts used in the assembling of carburetor kits. Included in the check for \$95.99 is a \$29.40 charge for an extension ladder. This charge is being waived.

Entries 3-24-69 Industrial Haulaway checks for \$40.00 and \$10.00 respectively. Industrial Haulaway is a monthly charge for hauling trash, however, during certain periods of the move, it was necessary to use an extra truck to haul away materials which had to be moved which were not valuable at the new location; therefore, only the charge for the extra truck is submitted.

Entry 3-24-69 Standard Oil check for \$74.61. This item is waived.

Entry 3-24-69 Enterprise Machine Co. check for \$19.60. Z-Bars were used for the purpose of securing the controls on the machines which were installed.

Entry 3-24-69 M. Goldstein & Co. check for \$8.90. This item is waived.

Entry 3-24-69 Time Clock Service check for \$17.50. Affiant says that when a time clock is moved it must be disconnected and then reconnected and reset in its new location.

Entry 3-24-69 Schuchman Metals, Inc. check for \$3.30. This item is waived.

Affiant further says that expenditures shown as cash expenditures hereinabove shown in No. 7 for various items, were made from petty cash fund and were entirely for miscellaneous small items necessary in the disconnecting, dismantling, transporting and re-connecting of various items of equipment, facilities and machinery in the move. Petty cash slips are furnished as documentation for said expenses. Such cash items are covered by entries dated 2-25-69 in the sum of \$15.05; 3-4-69 check for \$100.00, however from this charge \$18.00 is being waived; 3-24-69 check for \$150.00, however from this charge \$15.43 is being waived; 3-24-69 check for \$100.00, however evidence has been submitted covering \$75.00 of that amount. The \$25.00 expenditure represents the supplies as shown, all of which were necessary to reinstall the machinery; 3-24-69 check for \$100.00, however from this charge \$14.20 is being waived.

With reference to No. 8 being Security Insurance Protection, the affiant says: Entry 1-10-69 - the nature of this business is such that certain dies and other materials are extremely expensive and readily adaptable to theft and for this reason it was necessary for insurance protection, however security charges are only made for periods of time that the dies were being moved and adaptable to theft.

With reference to No. 9 being Overhead and Other Charges, the affiant says: entry 2-25-69 Dallas-Pierce check for \$100.00. Upon explanation, this item is being waived.

Entry 3-25-69 Citizens Gas & Coke Utility check for \$82.62 is being waived.

Entry 3-25-69 Indianapolis Water Co. check for \$43.93 is being waived.

Entries 3-25-69 and 3-4-69 covering Jackson Oil Co. for \$139.66

and \$69.68 respectively represent charges for maintaining the heat at the old location during the move from the old to the new location. While the new building was being heated during the time of the move, no claim is being made for the heating bill there but it was necessary to maintain heat in the old building during the process of moving.

Entries 3-4-69 Indianapolis Power & Light Co. in the sum of \$158.80 and \$119.54 respectively. These charges cover substantially the same period of time and represent an expense for light service in both locations. However, had it not been for the dislocation of the business which necessitated the move, only one of these bills would have occurred. Therefore, affiant is waiving the statement for \$158.80 and claiming \$119.54 as an expense.

Entries 3-4-69 Citizens Gas & Coke Utility in the respective amount of \$72.49 and \$15.95 are both waived.

Entry 3-4-69 Indianapolis Water Co. check for \$29.49 is being waived.

Entries 3-4-69 M.P. Brown Co. checks for \$33.74 and \$63.56 respectively are being waived.

Entry 3-4-69 Indianapolis Power & Light Co. check for \$27.50. This charge represents utility service for the old location pending the move. No duplication charge is being made for light service in the new location during this period.

Entry 3-4-69 Crystal Flash Petroleum Corp. check for \$417.37 is being waived.

Entry 3-4-69 Indiana Automatic Sprinkler Co. check for \$102.10 is being waived.

Entry 3-4-69 F. C. Tucker Co. check for \$200.00 is being waived.

Affiant further says that expenditures shown as cash expenditures hereinabove shown in No. 9 for various items, were made from petty cash fund and were entirely for miscellaneous small items necessary in the disconnecting, dismantling, transporting and re-connecting of various items of equipment, facilities and machinery in the move. Petty cash slips are furnished as documentation for said expenses.

With reference to No. 10 being Payroll Documentation, the affiant says: that she is the President and sole stockholder of C. P. Carburetor Products Company, Inc. That her salary ranges from \$26,000.00 to \$35,000.00 per year and that such salary has never been disallowed by the Internal Revenue Service; that as such President, she is in actual charge of the affairs of the corporation and either makes or contributes to any and all material decisions affecting said business and the operation thereof; that affiant, as the President of said corporation, does not have what could be termed as a normal work week but devotes as many hours to such business, per week, as she deems necessary for the prudent and efficient operation of said business. By reason of the fact that her working hours are not constant in nature, she cannot set forth a specific number of hours that she works but, for the purpose of making her claims for the time devoted to moving her business, she has estimated that a rate of pay of \$25.00 per hour based upon her income is reasonable and while such rate could in reality exceed that amount, nevertheless, she is predicating her claim upon the amount stated. In connection with the service that affiant devoted in relocating her business, she states that the following facts are true; that when it became apparent that her business had to be relocated as the result of the condemnation action filed by the State of Indiana, she devoted many hours to the investigation of other locations which might be acceptable to her and her business and in that connection, spoke with the leading realtors of Indianapolis in an effort to enlist their aid in finding a new location. After purchasing the property at 2101 Montcalm Street, Indianapolis, Indiana, it then became necessary for her to confer with the executive employees of the corporation concerning the matter of moving said business. Decisions had to be made by the affiant and her executive employees concerning the most prudent and efficient means available for such move and as a result thereof, contacted commercial movers who held conferences with the affiant and then submitted bids. Affiant states that because of the nature of her business, the movers who were equipped to do this job were few in

number and after that phase of the problem had been investigated, it then became necessary to enlist the services of professional craftsmen whose services of necessity would be needed to dismantle, crate, move and reinstall the machinery, equipment and facilities existing at the old to the new location; that in the instances where the affiant did not personally make the contacts with said craftsmen or negotiate directly with them, someone of her executive employees' did so but in each instance, the contact by each employee was discussed with the affiant herein.

Affiant further says that all the hours reflected in the breakdown submitted to the State of Indiana were the hours worked by the affiant in connection with the dislocation and move and while it is true that the affiant devoted more hours than is shown, only the portion of time spent in connection with the foregoing statement were the hours actually devoted to the action and the hours that she worked in matters unrelated thereto are not being charged. In this connection, the affiant states that the reason her company undertook a self-move is attributable to the fact that it was apparent from the substantial number of craftsmen who would have been involved in this move that the matter of having them coordinate their services would have been most difficult. In other words, the movers and all those that would have been involved depended entirely upon some estimation of the time required to complete their respective functions in order that each of the craftsman could schedule their respective work but do to the fact that such dates could not be determined with any degree of accuracy, the affiant determined that the self-move, under the circumstances, would be more prudent.

Affiant further says that the new location of the business was chosen as the one most desirable from what was shown to her as being available and because of the difference between the old and the new building, much time had to be devoted to the location of the various machines and while the move and reinstallation of machinery was a slow process and took a considerable period of time, the fact is that

TYPE-ERASE

there are approximately eighteen (18) additional machines that are in the new building that are not in operation which must be reinstalled and reconnected; all such machines were in operation in the old location and since the affiant is in need of funds by reason of the substantial expenditures that she has heretofore made in connection with the move which have not been reimbursed, she will wait to install the remainder of the machines but in the meantime, she has secured a bid representing the cost of such reinstallation, which bid has been furnished to the State of Indiana.

Affiant further states that the appraisal process began in the latter part of 1966 and from that time to the present date, she has been concerned with relocation and dislocation problems and is not yet completely operational. This period of time spans some four years and the affiant has claimed only 951 hours as recompensable under relocation expense and believes that this claim is minimal and more than fair. The sales volume of her business has suffered as the result of the problems involved in the moving and relocation but she has been informed that she cannot recover on that account and makes no claim therefor.

With reference to No. 12, being Documenting Expense, the affiant says: that Jerry Dorman, an executive employee, submitted a total of 153 hours that he devoted in assisting with the documentation of moving and relocation expenses, all as requested and required by the State of Indiana; this additional documentation was prepared in addition to and after the first documents of expense were submitted.

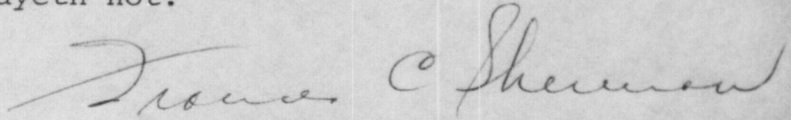
Affiant says that the total charge of \$55.53 was expended for xerox copy paper and services of Marbough Engineering Supply Company for making duplicate copies of documentation exhibits.

With reference to Nos. 13, 14 and 15, the affiant says: that the same are being waived upon the basis that such losses are not compensable.

Affiant further says that the above and foregoing affidavit is


in all respects accurate and true, based upon her belief and that the claims heretofore made that are being waived herein are being waived upon the basis that the same are not compensable as discussed with the representatives of the State of Indiana and for that reason, she is willing to delete such claims, upon condition however, that her claim is otherwise allowed and expediently disposed of; further, that by reason of the time that has elapsed since the company has expended moving expenses without reimbursement, she is desirous of closing this matter at the earliest possible time, as aforementioned, otherwise, the company reserves right to exert whatever claims it has waived herein.

And further affiant sayeth not.



Frances C. Sherman

SUBSCRIBED and SWORN to before me, a Notary Public, in and for said County and State, this 25th day of March, 1971.



Notary Public

My Commission Expires:

3-17-1975

After preparation and examination of the foregoing Affidavit, it was discovered that certain corrections were necessary and accordingly, the following is to be considered a part of and an addendum thereto.

#2 DISMANTLING & CRATING EXPENSE

The following statements have reference to the documentation and summarization prepared by the State of Indiana:

1. Entry dated 11-15-68, Mason Box Co. The total cost of the boxes purchased used in connection with the dismantling and crating amounted to the sum of \$512.00 for which a check was issued. However, all of such boxes were not used, and therefore, a credit of \$112.00 should be made for the boxes not used, making a total expenditure on account of this item \$400.00.

2. Entry dated 2-19-69 for \$150.00 is waived with the exception of \$38.70 which amount represents affiant's claim on this account.

3. Entry dated 2-28-69, M. Goldstein & Son, \$13.10. This charge is waived.

4. Entry dated 2-28-69, Southside Hardware. \$63.22 is waived.

5. Entry dated 2-28-69, Stewart-Carey. \$8.90 is waived.

6. Entry dated 2-28-69, Vonnegut Industrial Products. \$22.17 is waived.

#6 OUTSIDE EXPENSE - REINSTALLING

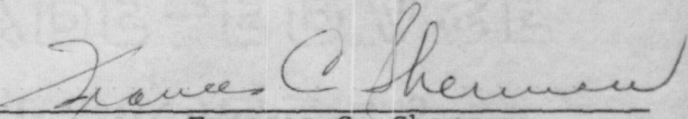
1. Entry 8-1-69, W. W. Grainger, Inc. \$82.74 waived.

2. Entry 8-1-69, Vonnegut Industrial Products. \$16.47 waived.

3. Entry 9-10-69, Vonnegut Industrial Products. \$60.44 waived.

4. Two entries both dated 12-24-69. Payment to Dayton Gardner for the respective amounts of \$23.63 and \$95.91. Dayton Gardner was employed to assist in the reinstallation of equipment.

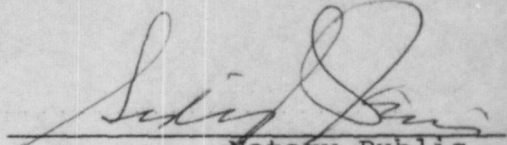
5. Entry dated 1-10-70 Reel Pipe & Valve Co. \$4.72 is
waived.



Frances C. Sherman

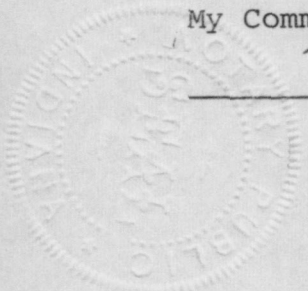
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me, a Notary Public in the
and for the said County and State this 25th day of March,
1971.



Notary Public

My Commission Expires:
3-17-1975



INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition
ROOM 1105 — 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA 46209

February 9, 1972 19

To C.P. Carburetor Products Co., Inc.
Frances Sherman, President
2101 N. Montcalm Street
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. 141122 2/4/72 19
in settlement of the following vouchers: 72-501

Description	Amount
For <u>Special Business Move</u> on State Road No. <u>49</u> in <u>Marion</u> County, Project <u>I-70-3 (52)</u> Parcel No. <u>159</u> as per Grant/Warranty Deed, Dated <u>1/21/72</u>	\$127,161.69

PLEASE RECEIPT AND RETURN (Do not detach)

Recorded

Payment Received: By C.P. Carburetor Products Co, Inc
Delivered to Mrs. Sherman
Sidney Sherman, atty.
 Date Feb 16 1972
Clem Banting

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition
 ROOM 1105 — 100 NORTH SENATE AVENUE
 INDIANAPOLIS, INDIANA 46209

0534

February 24, 1972 19

To Cardinal Industrial Contractors, Inc.
 3401 W. Kelly St.
 Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. 151034 1/31/72 19
 in settlement of the following vouchers:

72-427

Description	Amount
C.P. Carburetor For <u>Est. for Moving Costs</u> on State Road No. <u>49</u> in <u>Marion</u> County, Project <u>I-70-3 (52)</u> Parcel No. <u>159</u> as per Grant/Warranty Deed, Dated <u>1/24/72</u>	1,125. 00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Cardinal Ind. Contractors
C. W. Holmes
 Date 2/28/72 Rescinded
J. H. [Signature]

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition
 ROOM 1105 — 100 NORTH SENATE AVENUE
 INDIANAPOLIS, INDIANA 46209

0536

April 15, 1971

19

To Cardinal Industrial Contractors, Inc.
 P.O. Box 1742
 Indianapolis, Indiana 46206

GENTLEMEN:

We enclose State Warrant No. A349218 3/31/71 19
 in settlement of the following vouchers: 71-651

Description	Amount
For <u>Est. for C.P. Carburetor on State Road</u> <u>No. 49</u> in <u>Marion</u> <u>County, Project I-70-3 (52)</u> <u>Parcel No. 159</u> as per Grant/Warranty <u>Deed, Dated 3/11/71</u>	\$225. 00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received:

By

*Cardinal Industrial**4-16-71*

Date

*4-16-71**Recorded**J. M. Sheehey*

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition
 ROOM 1105 — 100 NORTH SENATE AVENUE
 INDIANAPOLIS, INDIANA 46209

October 9, 1967 19

To
Beasies S. Murphy
402 E. Orangen~~ST~~
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-174527 10-219 67
 in settlement of the following vouchers: 68-132

Description	Amount
For <u>Relocation Expense</u> on State Road No. <u>49</u> in <u>Marion</u> County, Project <u>I-70-3(52)</u> Parcel No. <u>235</u> as per Grant/Warranty Deed, Dated <u>9-6-67</u>	
	\$229 00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Beasies S. Murphy
 Date Oct. 16-1967.

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 — 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46209

November 9, 1967 19

To Beadie S. Murphy
402 E. Orange
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-179055 11-02 19 67
in settlement of the following vouchers:

Transmittal #68-255

Description	Amount
For <u>Purchase</u> on State Road No. <u>I-70</u> in <u>Marion</u> County, Project <u>I-70-3 (52)</u> Parcel No. <u>235</u> as per Grant/Warranty Deed, Dated <u>9-01-67</u> <i>235</i>	\$7909.72

Mary Thanks:

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Beadie S. Murphy,
Date Nov. 14, 1967

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 — 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46209

November 9, 1967

19

To Marion County Treasurer
City County Building
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-179056 11-02 19 67
in settlement of the following vouchers:

Transmittal #68-225

Description	Amount
Beadie S. Murphy 1101-13 Union Indianapolis, Indiana Dup. #7172871 Parcel #1006326	\$90.28
For <u>Taxes</u> on State Road No. <u>I-70</u> in <u>Marion</u> County, Project <u>I-70-3 (52)</u> Parcel No. <u>235</u> as per Grant, Warranty Deed, Dated <u>9-01-67</u>	

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By

Marion County Treasurer, V.L. O'Connell

Date

11-22-67

INDIANA STATE HIGHWAY COMMISSION—RIGHT OF WAY—CLAIM VOUCHER

Form A-12 R/W
(Highway Comm.)
Approved by State
Board of Accounts
February 1964

PAYEE'S NAME AND ADDRESS

CLERK OF MARION SUPERIOR COURT
CITY COUNTY BUILDING
INDIANAPOLIS, INDIANA

STATE AGENCY FILL IN. This form may be used
only for claims chargeable to Purchase of Right of Way.

Account Number: 400-861.611-
State Agency: State Highway Commission 800
Appr. Name: Construction
State Share: \$ 87,341.00
Federal Share: \$ 80406.70
Total Amt. of Check: \$ 87,341.00

DISTRIBUTION

DATE	1	2	1	6	6	8	Project Number	I	7	0	3	5	2
LOCATION CODE	5 0 0						Participating or Non-Participating	Cost Account	Dr. or Cr.	Amount			
FUNCTION CODE	3 5						Appraisers Award	4750		87,841.00			
OBJECT CODE	0 1 1						Appraisers Fee	4860		1500.00			
PARCEL NO.	159,239, & 270						State vs. Richard L. Popp, et. al.						
COUNTY NAME & NO.	Marion 4 9						Cause No.	S668-1160		Total 87,341.00			

CLAIMANTS

Pursuant to the provisions and penalties of Chapter 155 Acts of 1953, as amended:

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid. I also authorize payment to be made as indicated above.

X B. Allen Hunter
(If a firm or corporation, give name)

X By _____ Title _____
Personal Signature

X _____ Signature if individual

X _____ Signature if individual

X _____ Signature if individual

X _____ Signature if individual

Recommend Approval:
Michael Kavanaugh 1-14-69
Originator Date

LIENHOLDERS

I hereby sign this claim voucher as a lienholder and only certify to the extent of my interest therein and authorize payment to be made as indicated above.

X _____ (If a firm or corporation, give name)

X By _____ Title _____
Personal Signature

Conveyance Instrument Approved as to Form and Parcel Abstract Checked, Excepting Real Estate Description.

Deputy Attorney General _____ Date _____

Payment Approved as to Account No. and Funds Available.
Quentin Calphor JAN 17 1969
Controller Date

Approved _____ Date _____
Member, Indiana State Highway Commission

Vice Chairman, Indiana State Highway Commission _____ Date _____

I certify to the foregoing indebtedness as indicated and recommend payment thereof. I also certify that to the best of my knowledge and belief the above data are correct; that the right-of-way necessary for the hereinabove described Federal-aid highway project has been acquired in the name of the State of Indiana and at the price as stated based on bona fide appraisals by appraisers duly qualified as required by the right-of-way procedures of the Bureau of Public Roads and other written justification now contained in the State's files, in accordance with procedures as submitted to and accepted by the Federal Highway Administrator.

I further state that this certification is made in my official capacity as Chief of the Division of Land Acquisition pursuant to section 1.31 of Title 23 of the Code of Federal Regulations and section 121 of Title 23, United States Code, for the purpose of securing, pursuant thereto, by the State of Indiana, Federal-aid funds in connection with the above-designated Federal-aid highway projects, and that neither I nor, to the best of my knowledge, any other officer, agent or employee of the State authorized in an official capacity to perform services in connection with the appraisal or acquisition of any of such right-of-way has any interest or contemplates any benefit from any transaction which involves the acquisition of property for right-of-way for such project, other than as herein disclosed.

Approved: James W. Townsend JAN 15 1969
Chief, Division of Land Acquisition Date

Approved: _____ Date _____
Chairman, Indiana State Hwy. Comm.

PAYEE'S NAME AND ADDRESS

**Clerk of Marion Superior Court
City-County Building
Indianapolis, Indiana**

STATE AGENCY FILL IN. This form may be used only for claims chargeable to Purchase of Right of Way.

Account Number: 400-861.611-
State Agency: State Highway Commission 800
Appr. Name: Construction
State Share: \$ _____
Federal Share: \$ _____
Total Amt. of Check: \$ _____

Warrant No. 1575264

DISTRIBUTION

DATE	1 0 1 7 5 Month Day Year	Project Number	1 7 0 3 5 2 Prefix Road Section Paren.			
LOCATION CODE	5 0 0	Federal Code 1 or 2	Cost Account	Dr. Cr.	Amount	
FUNCTION CODE	3 5					
OBJECT CODE						
PARCEL NO.	1 5 9					
COUNTY NAME & NO.	MARION 4 9				Total \$2,159.00	

Purpose of This Payment:

Additional amount to Satisfy Finding and Judgment

State vs. Richard L. Popp, et ux.

Cause No. S 668-1160

Check Delivery Instructions: Yes (See reverse side) Send when ready

CLAIMANTS

Pursuant to the provisions and penalties of Chapter 155 Acts of 1953, as amended:

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid. I also authorize payment to be made as indicated above.

Clerk of Marion County Circuit Ct.
(If a firm or corporation, give name)
X By: *Hugh M. Zull, Deputy*
Personal Signature Title
X _____
Signature if individual
X **INTERNAL REVIEW, L.A. DIV.**
DATE: **OCT 15 1975**
INITIALS: *[Signature]*
Signature if individual

Recommend Approval:
Harvey M. Kagan Oct. 14, 1975
Originator Date

Approved:
William H. Belky
Chief, Division of Land Acquisition

OCT 15 1975
Date

LIENHOLDERS

I hereby sign this claim voucher as a lienholder and only certify to the extent of my interest therein and authorize payment to be made as indicated above.

X _____
(If a firm or corporation, give name)
X By: _____
Personal Signature Title
Grant Approved as to Form and Parcel Abstract Checked, Excepting Real Estate Description.

Deputy Attorney General Date
Payment Approved as to Account No. and Funds Available.

Controller Date
Approved:

Member, Indiana State Highway Commission Date

Vice Chairman, Indiana State Highway Commission Date

Approved

Chairman, Indiana State Hwy. Comm.

BJW
Date

INDIANA STATE HIGHWAY COMMISSION—RIGHT OF WAY—CLAIM VOUCHER

Form A-12 R/W
(Highway Comm.)
Approved by State
Board of Accounts
February 1964

PAYEE'S NAME AND ADDRESS

C + P CARBERATOR PRODUCTS COMPANY
INC

STATE AGENCY FILL IN. This form may be used only for claims chargeable to Purchase of Right of Way.

Account Number: 400-861.611-
State Agency: State Highway Commission 800
Appr. Name: Construction
State Share: \$ _____
Federal Share: \$ _____
Total Amt. of Check: \$ _____

Warrant No.

DISTRIBUTION

DATE	Month	Day	Year	Project Number	Prefix	Road	Section	Parcn.	
			68		I	70	3	52	
LOCATION CODE	5 0 0			Participating or Non-Participating	Cost Account	Dr. or Cr.	Amount		
FUNCTION CODE	3 5								
OBJECT CODE									
PARCEL NO.	239								
COUNTY NAME & NO.	MARION 49								
								Total	4700.00

CLAIMANTS

Pursuant to the provisions and penalties of Chapter 155 Acts of 1953, as amended:

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid. I also authorize payment to be made as indicated above.

X _____
(If a firm or corporation, give name)

X By _____
Personal Signature Title

X _____
Signature if individual

X _____
Signature if individual

X _____
Signature if individual

X _____
Signature if individual

Recommend Approval:

Originator Date

LIENHOLDERS

I hereby sign this claim voucher as a lienholder and only certify to the extent of my interest therein and authorize payment to be made as indicated above.

X _____
(If a firm or corporation, give name)

X By _____
Personal Signature Title

Conveyance Instrument Approved as to Form and Parcel Abstract Checked, Excepting Real Estate Description.

Deputy Attorney General Date

Payment Approved as to Account No. and Funds Available.

Controller Date

Approved

Member, Indiana State Highway Commission Date

Vice Chairman, Indiana State Highway Commission Date

I certify to the foregoing indebtedness as indicated and recommend payment thereof. I also certify that to the best of my knowledge and belief the above data are correct; that the right-of-way necessary for the hereinabove described Federal-aid highway project has been acquired in the name of the State of Indiana and at the price as stated based on bona fide appraisals by appraisers duly qualified as required by the right-of-way procedures of the Bureau of Public Roads and other written justification now contained in the State's files, in accordance with procedures as submitted to and accepted by the Federal Highway Administrator.

I further state that this certification is made in my official capacity as Chief of the Division of Land Acquisition pursuant to section 1.31 of Title 23 of the Code of Federal Regulations and section 121 of Title 23, United States Code, for the purpose of securing, pursuant thereto, by the State of Indiana, Federal-aid funds in connection with the above-designated Federal-aid highway projects, and that neither I nor, to the best of my knowledge, any other officer, agent or employee of the State authorized in an official capacity to perform services in connection with the appraisal or acquisition of any of such right-of-way has any interest or contemplates any benefit from any transaction which involves the acquisition of property for right-of-way for such project, other than as herein disclosed.

Approved:

Approved:

Chief, Division of Land Acquisition

Date

Chairman, Indiana State Hwy. Comm.

Date

Control

APPRAISAL REVIEW FORM

Division of Land Acquisition
Indiana State Highway Commission

Project I-70 3(52)
Parcel No. 270
Road I-70
County Marion
Owner Janice H. Popp, Judy L. Shuman
Address 7925 N. Illinois
Address of Appraised Property: 1030 S. Meridian

Contact →

I have reviewed this parcel and appraisal report for the following items:

- 1. I have personally checked all comparables and concur in the determinations made. Yes
- 2. Planning and Detail Maps were supplied appraisers. Adv. Acq.
- 3. The three approaches required (Income, Market Data, and Cost Replacement) were considered. Yes
- 4. Necessary photos are enclosed. Yes
- 5. The appraisal is fully documented and supported as required by the State Highway Commission and the requirements of P.P.M. 21-4.1 of the Federal Bureau of Roads. Yes
- 6. Plats drawn by the appraisers are attached. Yes
- 7. I have personally inspected the Plans. Yes
- 8. I have personally inspected the site and familiarized myself with the parcel on... 5-19-67
- 9. The computations of this parcel have been checked and reviewed. Yes
- 10. The appraiser has complied with the Indiana State Highway Commission instructional outline and/or good appraisal practices. Yes

I have made a determined effort to consider all competent information that I have secured and that is documented by the appraisers, including any comments by the property owner, along with any recent awards by condemnation juries that have been brought to my attention, that is relevant to this matter.

This is to certify that I have no present or contemplated future interest in this property, nor have I entered into collusion with the property owner or an agent of the property owner.

It is my opinion as of May 19, 1967 (Date):

Estimate of Appraisers:

- (a) The fair market value of the entire property before the taking is:
- (b) The fair market value of the property after the taking, assuming the completion of the improvement is:
- The Total Value of Taking Is: (a minus b) TOTAL
- (1) Land and/or improvements
- (2) Damages
- (3) Less non-compensable items
- (4) Estimated Total Compensation

By:	By:	Approved By Reviewer
<u>Taylor</u>		
\$ <u>4,000</u>	\$	\$ <u>4,000</u>
\$ <u>-0-</u>	\$	\$ <u>-0-</u>
\$ <u>4,000</u>	\$	\$ <u>4,000</u>
\$ <u>4,000</u>	\$	\$ <u>4,000</u>
\$ <u>-0-</u>	\$	\$ <u>-0-</u>
\$ <u>-0-</u>	\$	\$ <u>-0-</u>
\$ <u>4,000</u>	\$	\$ <u>4,000</u>

Approved	Date	Signed
Rev. Appr.	<u>5-19-67</u>	<u>Phillip G. York</u>
Asst. or Chief Appr.	<u>6/1/67</u>	<u>Jud. Welby</u>

(All comments and additional information will be shown on the reverse side of this page and/or by use of supplemental sheets.)

Status of books 3/10/68

STATE OF INDIANA)
COUNTY OF MARION)

IN THE SUPERIOR COURT 6
OF MARION COUNTY, INDIANA

SS:

FILED

S6 JAN 9 1969 S6

Edna Hunt
CLERK

CAUSE NO. S668-1160

STATE OF INDIANA,)
Plaintiff)

-vs-

RICHARD L. POPP and)
JANIS S. POPP (H&W);)
JUDITH I. SHERMAN (unmarried)
adult female);)
C.P. CARBURETOR PRODUCTS)
COMPANY INC.)

REPORT OF APPRAISERS

The undersigned appraisers in the above-entitled proceedings, appointed by the Hon. Rufus C. Kuykendall, Judge of the Marion Superior Court on the 16th day of December, 1968 after being duly sworn by the Clerk of the Marion Superior Court to honestly and impartially assess the damages and the benefits, if any, that may be sustained by or result to said defendants by reason of the appropriation of the real estate described in the complaint in said proceeding, met at the office of the Marion Superior Court, at 11:00'clock A.M., on the 16th day of December, 1968, and after being duly sworn and instructed by the Court as to their duties as appraisers, proceeded in a body to view said real estate that will be affected by said appropriation and to assess and appraise the damages and the benefits sustained and resulting to each of said defendants by reason of the appropriation thereof, and said appraisers now report the damages and benefits to said defendants to be as follows:

The value of the land sought to be appropriated as described in the Court's order and warrant hereto attached, the appraisers find to be the sum of Twenty Seven Thousand One Hundred Seventy Four Dollars (\$ 27,174.00).

The value of improvements, if any, on the portion of said realty sought to be appropriated, we find to be the sum of Sixty Thousand Six Hundred Sixty Seven Dollars (\$ 60,667.00).

The damages, if any, to the residue of the real estate of such defendant owners caused by taking out the part sought to be appropriated as above described, we find to be the sum of \$ None.

Such other damages, if any, as will result to the defendants from the construction of the improvement described in the complaint, in the manner proposed by plaintiff, we find to be \$ None.

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

The total damages we find to be the sum of \$ 87,841.00.

Dated: January 9, 1969

Harold E. Blauje.
Walter G. Souks
Ross M. Mehan

STATE OF INDIANA)
COUNTY OF MARION) SS: IN THE SUPERIOR COURT
OF MARION COUNTY, INDIANA

STATE OF INDIANA,
Plaintiff

-vs-

RICHARD L. POPP & JANIS S. POPP (H&W), JUDITY I. SHERMAN (unmarried adult female), C. P. CARBURETOR PRODUCTS CO., INC.

FILED

S668 1160

DEC 2 1968

CAUSE NO. _____

[Handwritten Signature]
Defendants)

COMPLAINT FOR APPROPRIATION OF REAL ESTATE

NUMBER 1

The plaintiff, State of Indiana, complains of the above-named defendants, and says: That the plaintiff, acting through its legally organized and constituted Commission, known and designated as the Indiana State Highway Commission, is now engaged in the improvement of a certain public highway in Marion County, Indiana, said highway being known as Road No. I-70 Project I-70-3(52)77, said highway being one of and a part of the State Highway System of the State of Indiana and the same is to be improved and maintained by said Highway Commission as a part of said State Highway System. That, under the plans of said Commission, now on file in its office, said highway is to be constructed, used and maintained by plaintiff, through said Commission, as a limited access facility as defined and authorized under the Act of the General Assembly of Indiana of 1945, Chapter 245, and subject to such regulations as therein provided as to access or use or to such subsequent regulations or use as may be made, adopted or provided by law governing such highways or highways in general.

That the defendants Richard L. Popp & Janis S. Popp (H&W),
Judith I. Sherman, C. P. Carburetor Products Co., Inc.

are the owners of certain real estate in said county in which
is included the real estate hereby sought to be
appropriated and condemned. Defendants' said real estate is
described as follows:

Lots 9 and 10 in McCarty's Subdivision of the East part of Out
Lot 120 of the Donation Lands in the City of Indianapolis, as per
plat thereof, recorded in Plat Book 2, page 86 in the Office of the
Recorder of Marion County, Indiana.

Also, North 27 feet of Lot 11 in McCarty's Subdivision of the East
part of Out Lot 120 of the Donation Lands in the City of Indianapolis,
as per plat thereof recorded in Plat Book 2, Page 86, in the Office
of the Recorder of Marion County, Indiana.

Also, Twenty-three (23) feet off the South side of Lot 13 in McCarty's
Subdivision of the East part of Out Lot 120, as per plat thereof,
recorded in Plat Book 2, page 86, in the Office of the Recorder of
Marion County, Indiana.

Plaintiff is informed and verily believes that the defendant
C. P. Carburetor Products Co., Inc. claims and asserts an interest
in and to the real estate described in Paragraph 2.

Plaintiff alleges that ownership of the fee in and to the
real estate is set forth in Rhetorical Paragraph 2 and said
defendant last above mentioned is made a party hereto, to answer
as to any right, title or interest it may have in and to the real
estate set forth in said Rhetorical Paragraph 2.

NUMBER 4

That for the purpose of improving said highway, it is necessary and proper that plaintiff take and appropriate under the powers vested in it by the General Assembly of the State of Indiana, the fee simple title to all of said tract of real estate described in Paragraph 2 herein. The part so sought to be appropriated and condemned is described as follows:

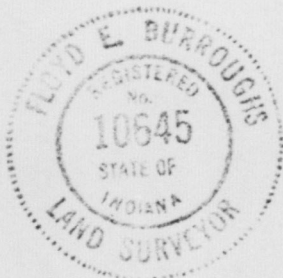
A blue-print sketch plat of the above described real estate sought to be appropriated and identified by means of cross-hatched lines is attached hereto and made a part hereof and designated as Exhibit "A".

Project I-70-3(52)77

Parcel 159

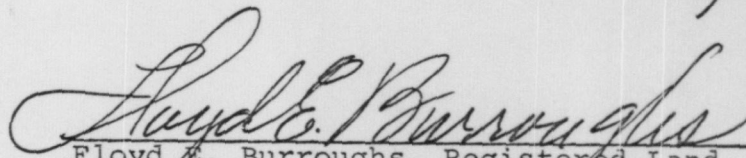
IN FEE - LIMITED ACCESS

Lots 9 and 10 in McCarty's Subdivision of the East part of Out Lot 120 of the Donation Lands in the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 86, in the Office of the Recorder of Marion County, Indiana.



Given under my hand and seal

Aug. 27, 1968


Floyd E. Burroughs, Registered Land
Surveyor No. 10645, State of Indiana

Project I-70-3(52)77

Parcel 270

IN FEE - LIMITED ACCESS

Twenty-three (23) feet off the South side of Lot 13 in Mc Carty's Subdivision of the East part of Out Lot 120, as per plat thereof, recorded in Plat Book 2, page 86, in the Office of the Recorder of Marion County, Indiana.

Given under my hand and seal

Aug 27, 1968

Floyd E. Burroughs

Floyd E. Burroughs, Registered Land
Surveyor No. 10645, State of Indiana

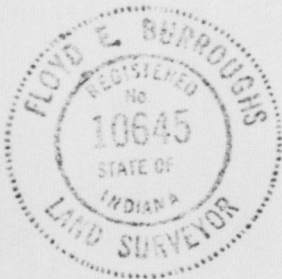


Project I-70-3(52)77

Parcel 239

IN FEE - LIMITED ACCESS

North 27 feet of Lot 11 in McCarty's Subdivision of the East part of Out Lot 120 of the Donation Lands in the City of Indianapolis, as per plat thereof recorded in Plat Book 2, Page 86, in the Office of the Recorder of Marion County, Indiana.



Given under my hand and seal:

Aug. 27, 1968

Floyd E. Burroughs

Floyd E. Burroughs, Registered Land Surveyor No. 10645, State of Indiana

NUMBER _____

That the said highway so to be improved extends from the Indiana-Illinois boundary west of Terre Haute in a Northeasterly and Easterly direction through Indianapolis to the Indiana-Ohio boundary east of Richmond in Wayne County. THAT THE COURSE OF THE PARTICULAR PROJECT INVOLVED IS AS FOLLOWS: Beginning at a point approximately 900 feet North of the South line and approximately 1620 feet East of the West line of Section 11, T 15 N, R 3 E, and extending in the Easterly direction for a distance of 5,354.03 feet to a point approximately 550 feet North of the South Line and approximately 2,700 feet West of the East line of Section 12, T 15 N, R 3 E, all in the City of Indianapolis, Marion County.

NUMBER 5

That prior to the bringing of this action, the plaintiff, through the said Indiana State Highway Commission, made an effort to purchase said _____ real estate _____ described in Paragraph 4 from the above-named owners, but that the plaintiff and said owners have been unable to agree as to the purchase price thereof, or as to the amount of damages, if any, sustained by said defendants by reason of the appropriation of said _____ real estate _____ for the use hereinbefore stated.

NUMBER 6

That prior to the bringing of this action, the said Indiana State Highway Commission adopted a resolution setting forth the description of said _____ real estate _____ sought to be acquired by it, as above set forth, which said resolution alleged and set forth that said _____ real estate _____ herein sought to be condemned was necessary for the carrying out of said highway improvement project and directed that condemnation proceedings therefore be instituted by the Attorney General in the name of the State of Indiana.

NUMBER 7

That said highway so to be improved extends from the Indiana-Illinois boundary west of Terre Haute in a Northeasterly and Easterly direction through Indianapolis to the Indiana-Ohio boundary east of Richmond in Wayne County. THAT THE COURSE OF THE PARTICULAR PROJECT INVOLVED IS AS FOLLOWS: Beginning at a point approximately 900 feet North of the South line and approximately 1620 feet East of the West line of Section 11, T 15 N, R 3 E, and extending in the Easterly direction for a distance of 5,354.03 feet to a point approximately 550 feet North of the South Line and approximately 2,700 feet West of the East line of Section 12, T 15 N, R 3 E, all in the City of Indianapolis, Marion County.

in _____ Marion _____ County, State of Indiana, and said right of way is to be 400 feet wide, excepting where additional width may be required for construction purposes.

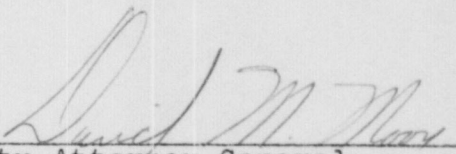
NUMBER 8

That the plaintiff, through said Indiana State Highway Commission, intends to use the real estate herein sought to be condemned for the purpose of the improvement of said highway and the widening thereof, and said real estate as herein described is necessary and proper for the carrying out of said work, and said real estate when obtained will be used for such purpose.

NUMBER 9

WHEREFORE, the plaintiff prays that three disinterested freeholders of said county be appointed to appraise the value of the real estate sought to be condemned, and to fix the amount of benefits and damages, if any, and that such appraisers be ordered to report their appraisal, as by law provided, and that all other steps be taken and all proceedings had necessary for the Indiana State Highway Commission to acquire, by the right of eminent domain, the real estate so sought to be condemned for the purpose aforesaid.

Respectfully submitted,

JOHN J. DILLON
Attorney General of Indiana
Deputy Attorney General

Attorneys for Plaintiff

Room 219
State House
Indianapolis, Indiana
633-5512

RESOLUTION

WHEREAS, the carrying out of the construction and improvement by the Indiana State Highway Commission of Project No. I-70-3(52)77 in Marion County, Indiana requires construction, reconstruction, relocation or maintenance and repair of a public highway in said County, locally known as the I-70 Road, which highway forms a part of a State Highway designated in the records and files of the Indiana State Highway Commission as Road No. I-70 which extends from the Indiana-Illinois boundary west of Terre Haute in a Northeasterly and Easterly direction through Indianapolis to the Indiana-Ohio boundary east of Richmond in Wayne County.

the general width of the right of way for said project is 400 feet, which proposed construction project necessitates acquisition of right of way as provided in the plans of said project on file in the offices of the Indiana State Highway Commission at Indianapolis, Indiana, and which highway is to be constructed and improved as a "limited access facility", subject to regulations as proved in Chapter 245 of the Acts of the General Assembly of 1945, the general route, location and termini thereof being as follows:

Beginning at a point approximately 900 feet North of the South line and approximately 1620 feet East of the West line of Section 11, T 15 N, R 3 E, and extending in the Easterly direction for a distance of 5,354.03 feet to a point approximately 550 feet North of the South line and approximately 2,700 feet West of the East line of Section 12, T 15 N, R 3 E, all in the City of Indianapolis, Marion County.

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

Richard L. Popp & Janis S. Popp (H&W)

Judith L. Sherman (unmarried adult female)

C. P. Carburetor Products Co., Inc.

, and,

WHEREAS, that the fee to the said land hereinafter described, is to be taken for the reason that the public interest will be best served and economy effected, and,

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

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

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

Project I-70-3(52)77

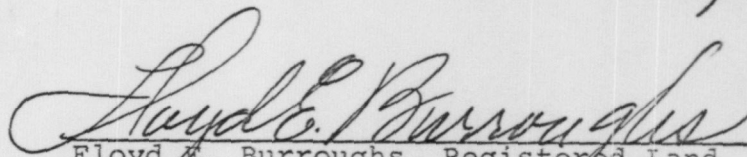
Parcel 159

IN FEE - LIMITED ACCESS

Lots 9 and 10 in McCarty's Subdivision of the East part of Out Lot 120 of the Donation Lands in the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 86, in the Office of the Recorder of Marion County, Indiana.



Given under my hand and seal

Aug. 27, 1968

Floyd E. Burroughs, Registered Land
Surveyor No. 10645, State of Indiana

Project I-70-3(52)77

Parcel 270

IN FEE - LIMITED ACCESS

Twenty-three (23) feet off the South side of Lot 13 in Mc Carty's Subdivision of the East part of Out Lot 120, as per plat thereof, recorded in Plat Book 2, page 86, in the Office of the Recorder of Marion County, Indiana.

Given under my hand and seal

Aug 27, 1968

Floyd E. Burroughs

Floyd E. Burroughs, Registered Land
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Project I-70-3(52)77

Parcel 239

IN FEE - LIMITED ACCESS

North 27 feet of Lot 11 in McCarty's Subdivision of the East part of Out Lot 120 of the Donation Lands in the City of Indianapolis, as per plat thereof recorded in Plat Book 2, Page 86, in the Office of the Recorder of Marion County, Indiana.



Given under my hand and seal: Aug. 27, 1968

Floyd E. Burroughs
Floyd E. Burroughs, Registered Land
Surveyor No. 10645, State of Indiana

AG-12
Rev. 6-68

Resolution (cont.)

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

WHEREAS this matter was considered and adopted by voice vote by a quorum of members of the Indiana State Highway Commission present at a regular meeting held in the office of the Indiana State Highway Commission in Indianapolis, Indiana on the 27th day of June, 1968.

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

INDIANA STATE HIGHWAY COMMISSION

AG-13
Rev. 6-68

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

This is to certify that the attached and foregoing
is a full, true and complete copy of a Resolution with
Right of Way map attached affecting the lands of _____

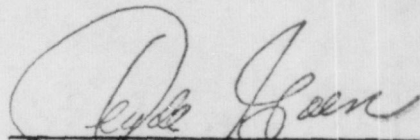
Richard L. Popp & Janis S. Popp
2013 Suffolk Lane, Indianapolis, Indiana

Judith I. Sherman (unmarried adult Female)
7295 N. Illinois, Indianapolis, Indiana

C. P. Carburetor Products Co., Inc.
1030 S. Meridian Street Indianapolis, Indiana

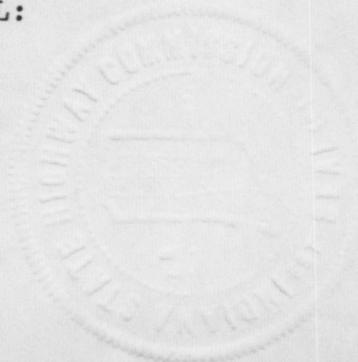
In Marion County, Indiana, as the same appears
on records in the files of said Commission in the State
Office Building in the City of Indianapolis, Indiana.

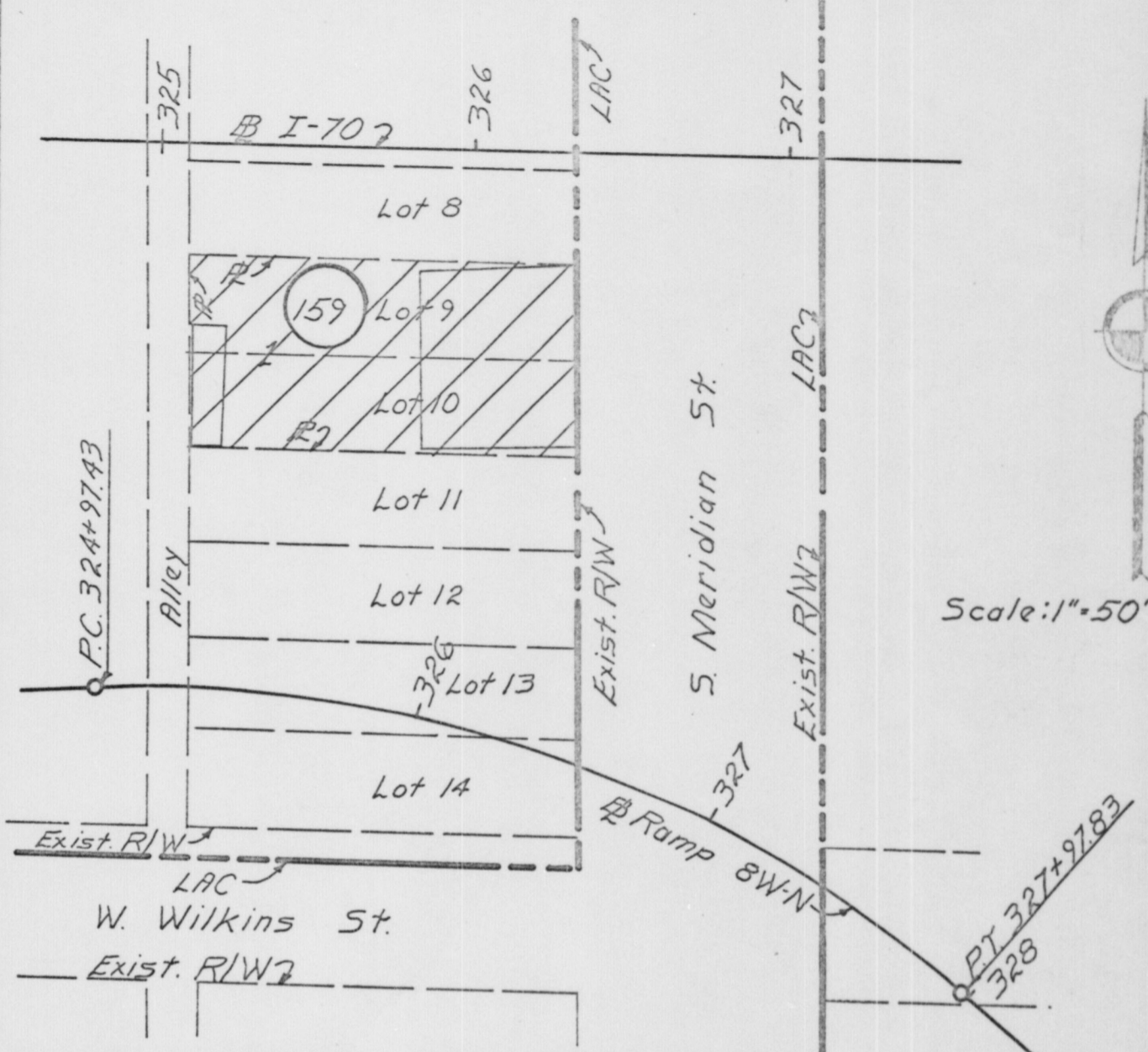
IN WITNESS WHEREOF, I, Clyde Goen, Secretary of the
Indiana State Highway Commission of Indiana, hereto place
my hand and seal of said Commission on this 27th day
of June, 1968.



Secretary

SEAL:

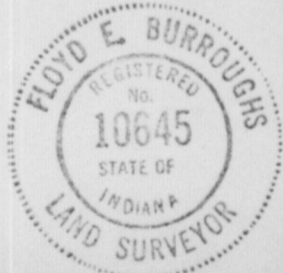




PARCEL 159
 IN FEE - LIMITED ACCESS

LOTS 9 AND 10 IN MC CARTY'S SUBDIVISION OF THE EAST PART OF OUT LOT 120 OF THE DONATION LANDS OF THE CITY OF INDIANAPOLIS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 86, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

AREA: 7,410 S.F., MORE OR LESS



LEGEND

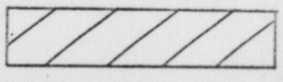
= LIMITED ACCESS RIGHT OF WAY AND ACCESS CONTROL LINE (IN FEE)

Aug. 27, 1968
Floyd E. Burroughs

INDIANA STATE HIGHWAY COMMISSION

PROJECT: I-70-3(52)77
 ROAD: I-70
 Marion COUNTY
 RIGHT OF WAY PLAT SHOWING LAND REQUIRED FROM

HATCHED AREA IS APPROXIMATE TAKING



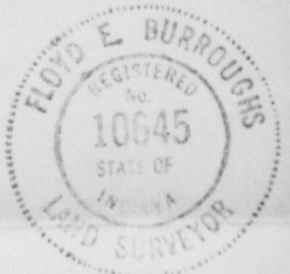
Popp, Janis et al.
 SEC. 12 T. 15N. R. 3E.
 CONTAINING 7,410 S.F., MORE OR LESS
 DRAWN BY J. Burroughs CHECKED BY J. Bridges DATE 8-26-68



PARCEL 239
 IN FEE - LIMITED ACCESS

NORTH 27 FEET OF LOT 11 IN MC CARTY'S SUBDIVISION OF THE EAST PART OF OUT LOT 120 OF THE DONATION LANDS IN THE CITY OF INDIANAPOLIS, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 86, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

AREA: 3,334 S. F., MORE OR LESS



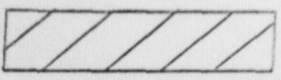
LEGEND

= LIMITED ACCESS RIGHT OF WAY AND ACCESS CONTROL LINE (IN FEE)

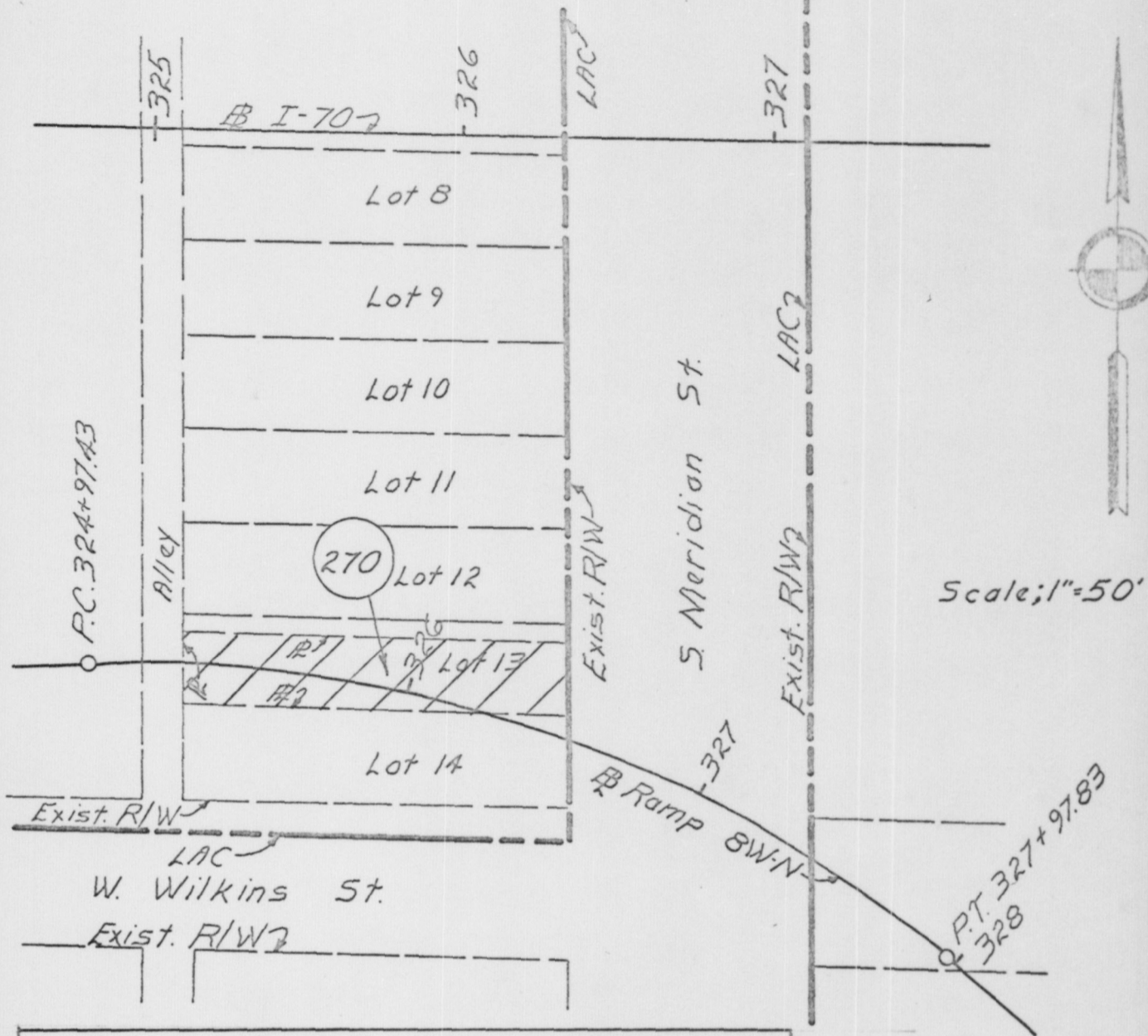
Aug. 27, 1968
Floyd E. Burroughs

INDIANA STATE HIGHWAY COMMISSION
 PROJECT: I-70-3(52)77
 ROAD: I-70
 Marion COUNTY
 RIGHT OF WAY PLAT SHOWING LAND REQUIRED FROM

HATCHED AREA IS APPROXIMATE TAKING



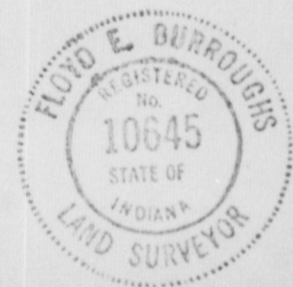
C.P. Carburetor Products
 SEC. 12 T. 15N. R. 3E.
 CONTAINING 3,334 S.F., MORE OR LESS
 DRAWN BY J. Burroughs CHECKED BY J. Bridges DATE 8-26-68



PARCEL 270
 IN FEE - LIMITED ACCESS

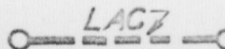
TWENTY-THREE (23) FEET OFF THE SOUTH SIDE OF LOT 13 IN MC CARTY'S SUBDIVISION OF THE EAST PART OF OUT LOT 120, AS PER PLAT THEREOF, RECORDED IN PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 86, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

AREA: 2,843 S.F., MORE OR LESS



Aug. 27, 1968

Floyd E. Burroughs

LEGEND
 = LIMITED ACCESS RIGHT OF WAY AND ACCESS CONTROL LINE (IN FEE)

HATCHED AREA IS APPROXIMATE TAKING



INDIANA STATE HIGHWAY COMMISSION

PROJECT: I-70-3(52)77
 ROAD: I-70

RIGHT OF WAY PLAT SHOWING LAND REQUIRED FROM

Marion COUNTY

Popp, Janis et al.

SEC. 12 T. 15N. R. 3E.

CONTAINING 2,843 S.F., MORE OR LESS

DRAWN BY J. Burroughs CHECKED BY J. Bridges DATE 8-26-68

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3(52)

BUYER'S REPORT NUMBER: _____ COUNTY Marion PARCEL NO. 159

NAME & ADDRESS OF OWNER Janis Papp et al

1022 - 28 So Meridian PHONE # 632-8485

NAME & ADDRESS OF PERSON CONTACTED Sidney Stein

Hitcher Trust Bldg PHONE # 632-6315

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

DATE ASSIGNED 10-8-67 DATE OF CONTACT July 23 1968

OFFER \$ 54000⁰⁰ TIME OF CONTACT 3³⁶ PM

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. NA Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: I am returning the parcel to condemnation. Was unable to negotiate with attorney without compromise. He said he had talked to the Atty General office about additional moving money and they suggested the parcel be returned

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? _____

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify

William G. Kanner
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (S2)

BUYER'S REPORT NUMBER: _____ COUNTY Marion PARCEL NO? 154-239-270

NAME & ADDRESS OF OWNER Janis Poppo and C + P Lasherton Co

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Sidney Stem Atty

11th Floor Fletcher Inuit Bldg

PHONE # 632 6315

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

DATE ASSIGNED 10-8-68 DATE OF CONTACT 6-24-68

OFFER \$ 4000⁰⁰ 4700⁰⁰ 54,000⁰⁰ TIME OF CONTACT 2:30 PM

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. NA Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Talked to Mr Sidney Stem atty about above parcels
Mr Stem says the Fee Holders were ready to negotiate
Told Mr Stem the parcels were in condemnation but I
would recall same

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? _____

Distribution Made

- (1) Parcel (1) Weekly Summary
- () Owner () Other, Specify

William G Krane
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3(57)

BUYER'S REPORT NUMBER: _____ COUNTY Marion PARCEL NO. 159-239-270

NAME & ADDRESS OF OWNER Janis Bopp Judy E Sherman C+P Caricator Products
Company Inc PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Mr Sidney Stein
PHONE # _____

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

DATE ASSIGNED 10-8-67 DATE OF CONTACT July 8 1968

OFFER \$ 4000⁰⁰ 4700⁰⁰ 54,000⁰⁰ TIME OF CONTACT 3:00 PM

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Talked to Mr Stein about above parcels. Mr Stein wanted
dimensions of lots on Parcel 239 and 270. Told Mr Stein I
would check and call. Mr Stein was still considering selling
the parking lots

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? _____

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify

W. Schaeffer
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3(52)

BUYER'S REPORT NUMBER: _____ COUNTY Marion PARCEL NO. 159-239-270

NAME & ADDRESS OF OWNER Janis S Popp, Judith Sherman C + P Construction Products
PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Mr Sidney Steen
PHONE # _____

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

DATE ASSIGNED 10-9-68 DATE OF CONTACT 6-9-68

OFFER \$ 4000⁰⁰ 4700⁰⁰ 54,000⁰⁰ TIME OF CONTACT 10:00 AM

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. NA Checked abstract with owner? 2. _____ Any affidavits taken?
- 3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
- 5. _____ Showed plans, explained take, made offer, etc.?
- 6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
- 8. _____ Walked over property with owner? (or with whom? _____)
- 9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
- 12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Gave measurement of lots to Mr Steen. Assured that the negotiations of Parcel 239 and 270 would have no connections with the condemnation of 159

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? _____

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify

William G. Keenan
(Signature)

Dup

I 100-3(5-2)

PROJECT NO. 159-239-270

BUYER'S REPORT NUMBER: _____ COUNTY Mason PARCEL NO. _____

NAME & ADDRESS OF OWNER Janis Papp + C + P Carburator Products Comp Inc.
1022-1028-1030 and 1038 La Mendian PHONE # 632-8485

NAME & ADDRESS OF PERSON CONTACTED Sidney Stein
Fletcher Inst Bldg PHONE # 632-6315
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 10-8-67 DATE OF CONTACT July 23 1968

OFFER \$ 4000⁰⁰ 4700⁰⁰ 54,000⁰⁰ TIME OF CONTACT 3:30 AM

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. NA Checked abstract with owner? 2. _____ Any affidavits taken?
- 3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
- 5. _____ Showed plans, explained take, made offer, etc.?
- 6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
- 8. _____ Walked over property with owner? (or with whom? _____)
- 9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
- 12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: I am returning parcels to condemnation. Was unable to negotiate with attorney without compromise. He said he had talked to the Atty General's office about additional moving money and they suggested the parcels be returned

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? _____

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify

William G. Kramer
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I70-3(52)

BUYER'S REPORT NUMBER: _____ COUNTY Maine PARCEL NO. 159-239 and 270

NAME & ADDRESS OF OWNER Judith Sherman Pres C + P Carbuator
1025 So Meridian St PHONE # 632-8485

NAME & ADDRESS OF PERSON CONTACTED Same PHONE # _____

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

DATE ASSIGNED 10-9-67 DATE OF CONTACT 4-16-68

OFFER \$4000⁰⁰ 4700⁰⁰ \$4,000⁰⁰ TIME OF CONTACT 3³⁰ PM

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. NA Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Talked to Mrs Sherman about her parcels. She said Mr Waldron had promised to have parcels reviewed and would notify her. I told Mrs Sherman the offers were the same and would remain the same. I told her the State thought we had fair offers and that they were firm. Mrs Sherman said they were about \$4 high enough. She told me to see her attorney Mr Sidney Stein. Will call Mr Stein for an appointment.

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? _____

Distribution Made

- (1) Parcel (1) Weekly Summary
- () Owner () Other, Specify

William G. Kramer
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3(52)

BUYER'S REPORT NUMBER: _____ COUNTY MARION PARCEL NO. 154-239-270

NAME & ADDRESS OF OWNER Janis Pappas & Judith Sherman, C. Planchator Co
10229 1028-1030-1038 So Meridian PHONE # 632-8485

NAME & ADDRESS OF PERSON CONTACTED Sidney Stein Atty for Company
Fletcher Trust Bldg 11th Ave PHONE # 632-6315

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

DATE ASSIGNED 10-9-67 DATE OF CONTACT April 30 1968

OFFER \$ 54,000⁰⁰ TIME OF CONTACT 3³⁰ PM

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. NA Checked abstract with owner? 2. _____ Any affidavits taken?
- 3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
- 5. _____ Showed plans, explained take, made offer, etc.?
- 6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
- 8. _____ Walked over property with owner? (or with whom? _____)
- 9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
- 12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: met with Mr Stein atty on the above parcel.
Mr Stein was familiar with the parcels and said there
was no use of wasting time. That he would have an
appraisal made but that they would go to court. He
stated that Mr Sherman thought the price was OK on
the lots. I suggested that we go ahead with sale of the
lots. Mr Stein said he would talk to his client and let
me know

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? _____

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify

William J. Lewis
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. D-70-3(52)

BUYER'S REPORT NUMBER: 5 COUNTY Marion PARCEL NO. 159239, 270

NAME & ADDRESS OF OWNER Mrs. Sherman Pres of S.B. Cast

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Mrs O'Connell.

PHONE # _____

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

DATE ASSIGNED 8-28-67 DATE OF CONTACT 9-27-67

OFFER \$ _____ TIME OF CONTACT _____

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. Checked abstract with owner? 2. Any affidavits taken?
3. Any mortgage(s)? 4. Any other liens, judgements, etc.?
5. Showed plans, explained take, made offer, etc.?
6. Explained about retention of buildings, etc.? 7. Any being retained?
8. Walked over property with owner? (or with whom? _____)
9. Arranged for owner to pay taxes? (Explain how in remarks)
10. Secured Right of Entry? 11. Secured Driveway Right of Entry?
12. Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. Was 180 Day Notice Letter delivered or mailed to all parties?
14. Waivers, were any secured? 15. Filled out RAAP Form?

REMARKS: met with Mrs O'Connell and he explained that

we would be very sympathetic toward their position
but could not change the moving expense.
But we would honor her appraisal and hope
it checked if she would have it done and draw-
ament by a appraiser.

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned

() Other, awaiting what? Call to Mrs. Sherman.

Distribution Made

- (1) Parcel (1) Weekly Summary
() Owner () Other, Specify

[Signature]
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

142

PROJECT NO. E-70-3(52)

BUYER'S REPORT NUMBER: 4 COUNTY Marion PARCEL NO. 159,239,270

NAME & ADDRESS OF OWNER Mrs. Sherman Pres. of C.B. Carb
1077-28 S. Meridian St. PHONE # 632-8485

NAME & ADDRESS OF PERSON CONTACTED _____
PHONE # _____

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

DATE ASSIGNED 8-28-67 DATE OF CONTACT 9-26-67

OFFER \$ 54,000⁰⁰ TIME OF CONTACT 1:30
4700⁰⁰
4000⁰⁰

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. Checked abstract with owner? 2. Any affidavits taken?
3. Any mortgage(s)? 4. Any other liens, judgements, etc.?
5. Showed plans, explained take, made offer, etc.?
6. Explained about retention of buildings, etc.? 7. Any being retained?
8. Walked over property with owner? (or with whom? _____)
9. Arranged for owner to pay taxes? (Explain how in remarks)
10. Secured Right of Entry? 11. Secured Driveway Right of Entry?
12. Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. Was 180 Day Notice Letter delivered or mailed to all parties?
14. Waivers, were any secured? 15. Filled out RAAP Form?

REMARKS: Called Mrs. Sherman to explain the law a little better concerning her moving expense, I explained that we could not pay over \$5000 she said that she would have to wait until she could discuss the matter with her atty (Mr Spelman) who was in the hospital. She said also that she was hoping for better news concerning the moving expense also if the appraisal would be discussed and played. She explained that there is only three Co's like her in the county also only two of them are independent also that she has had offers to move to other states and larger Co's have offered to

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? _____

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify

(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

2072

PROJECT NO. 5-70-3(52)

BUYER'S REPORT NUMBER: 4 cont. COUNTY Morgan

PARCEL NO. 159,239,270

NAME & ADDRESS OF OWNER _____

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED _____

PHONE # _____

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

DATE ASSIGNED _____ DATE OF CONTACT _____

OFFER \$ _____ TIME OF CONTACT _____

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
- 3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
- 5. _____ Showed plans, explained take, made offer, etc.?
- 6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
- 8. _____ Walked over property with owner? (or with whom? _____)
- 9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
- 12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: form a message with her and she felt that the state should take this into consideration plus the fact she employs about 25 people. I explained that I would ask Mr. O'Connell to look over this parcel and give me some advice and some more information on what could possibly be done if any thing. She explained that she was going to a convention Oct 21st. I told her that I would meet with Mr. O'Connell and call her back before then.

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned

() Other, awaiting what? Meeting with Mr. O'Connell.

Distribution Made
 Parcel Weekly Summary
 Owner Other, Specify _____

Kent Wm. Walker

 (Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-70-3(52)

BUYER'S REPORT NUMBER: 2 COUNTY Marion PARCEL NO. 159, 239, 270

NAME & ADDRESS OF OWNER Janis Popp & Judy F. Sherman & C.P. Carb. Co. Inc.
1022-28-30 & 38 S. Meridian St. PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Mrs. Francis Sherman Pres. of
C.P. Carb. Co. Inc. and Mother of Janis & Judy PHONE # 251-3797
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 8-30-67 DATE OF CONTACT 9-5-67

OFFER \$ None TIME OF CONTACT 1:30

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. NA Checked abstract with owner? 2. _____ Any affidavits taken?
- 3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
- 5. _____ Showed plans, explained take, made offer, etc.?
- 6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
- 8. _____ Walked over property with owner? (or with whom? _____)
- 9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
- 12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Called Janis Popp and she explained to
contact Mrs. Sherman her mother for any dealings.
Called Mrs. Francis Sherman for appointment,
she said that it would be best to stop by at
2:30 Wed. 9-6-67 at 1022 S. Meridian. I thanked
her.

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? Appointment

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify

K. H. Wilson
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-70-3(52)

BUYER'S REPORT NUMBER: 3 COUNTY MARION PARCEL NO. *159, 239 & 270

NAME & ADDRESS OF OWNER Janis S. Papp, Judith J. Sherman and
C. P. Carburetor Products Co. Inc. PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Mrs. Frances Sherman President
of C. P. Carburetor Products Co. Inc. & Mother of Janis & Judith PHONE # 261-3797
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 8-30-67 DATE OF CONTACT 9-6-67

OFFER \$ 54,000.00 TIME OF CONTACT 2:30
4700.00

- Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:
- Yes Checked abstract with owner? 2. Yes Any affidavits taken?
 - No Any mortgage(s)? 4. No Any other liens, judgements, etc.?
 - No Showed plans, explained take, made offer, etc.?
 - Yes Explained about retention of buildings, etc.? 7. No Any being retained?
 - No Walked over property with owner? (or with whom? _____)
 - Yes Arranged for owner to pay taxes? (Explain how in remarks)
 - No Secured Right of Entry? 11. NA Secured Driveway Right of Entry?
 - Yes Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
 - Yes Was 180 Day Notice Letter delivered or mailed to all parties?
 - No Waivers, were any secured? 15. No Filled out RAAP Form?

REMARKS: Met with Mrs. Frances Sherman and Mr. Dorman
Production Superintendent. Checked out all three abstracts,
and explained about relative assistance. They
said that the tentative estimate for moving was
about 30 thousand and the \$5000 from the state would
not be near enough. I explained that I would
go to Mr. O'Connell & Mr. Weber plus Mr. Crawford and
explain the situation and see if the law could
be made an exception provided the offer was equitable.
Explained about retention of buildings none to be
retained. Had the Corporate Authority filled out.

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? _____

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify

(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: _____ COUNTY Marion PARCEL NO. 159, 239, 270

NAME & ADDRESS OF OWNER Janis Bopp and C+P Carburetor Co
1038 Mendian, 1022, 28 Mendian 1030 Mendian PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Mr. Sidney Stein
1100 Fletcher Trust Bldg PHONE # _____
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 10-8-67 DATE OF CONTACT April 22 1968

OFFER \$ 4000 47,000 54,000⁰⁰ TIME OF CONTACT 2:15

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. NA Checked abstract with owner? 2. _____ Any affidavits taken?
- 3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
- 5. _____ Showed plans, explained take, made offer, etc.?
- 6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
- 8. _____ Walked over property with owner? (or with whom? _____)
- 9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
- 12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Met with Mr Stein, atty for C+P Carburetor Co, Janis Bopp and Judy Sherman. Mr Stein states that Mrs Sherman feels the offers for 1038 Mendian and 1030 Mendian are fair offers. But she feels that the offer for the C+P Carburetor Co and the offer for the moving costs are unfair. Mr Stein would like to consider and will contact. Mr Stein would like to give some consideration to the returns of their appraisal

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? _____

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify

637-9640 William G. Kramer
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3(52)

BUYER'S REPORT NUMBER: 3 COUNTY Marion PARCEL NOS 159-239-270

NAME & ADDRESS OF OWNER Janis Pappas and Judith Sherman, C & P Carbonator Co
10-22 1028 - 70-30-1038 to Mendham PHONE # 632-8485

NAME & ADDRESS OF PERSON CONTACTED Sidney Stein
11th Floor Fletcher Inail Bldg PHONE # 632-6315
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 10-9-67 DATE OF CONTACT May 14 1968

OFFER \$ 54,000 TIME OF CONTACT 3:00 PM

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. NA Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Talked to Mr Stein about above parcels. He said their intentions were the same. I asked Mr Stein about selling the lots he said he would let me know in a few days. He said they would definitely go to coal on the Carbonator factory.

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? _____

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify

William G. Keenan
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-70-3(52)

BUYER'S REPORT NUMBER: _____ COUNTY Marion

PARCEL NOs 159-239

NAME & ADDRESS OF OWNER Janis Popp, Judith Sherman of C+P Carburetor

Co. 10-22-28 - 1030 - 1038 So Main St PHONE # 632-8485

NAME & ADDRESS OF PERSON CONTACTED Judith Sherman Pres of C+P Carburetor Co

PHONE # 632-8485

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

DATE ASSIGNED 10-9-68

DATE OF CONTACT April 28 1968

OFFER \$ 54,000⁰⁰ TIME OF CONTACT 2:30 PM

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. NA Checked abstract with owner? 2. _____ Any affidavits taken?
- 3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
- 5. _____ Showed plans, explained take, made offer, etc.?
- 6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
- 8. _____ Walked over property with owner? (or with whom? _____)
- 9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
- 12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: met with Mr Sherman on the 3 parcels I had taken from Mr Lunt Walden. Mrs Sherman said she would rather not discuss parcels and that I should talk to her attorney Mr Sidney Stein

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? _____

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify

William G. Kramer
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 90-3(52)

BUYER'S REPORT NUMBER: _____ COUNTY Marion PARCEL NO. 159-239-2

NAME & ADDRESS OF OWNER Jarvis Popp and C+B Carburetor Corp
to Meridian PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Sidney Stein
11th Floor Fletcher Trust Bldg PHONE # 632 6315
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 10-8-67 DATE OF CONTACT June 25 1968

OFFER \$ 4000⁰⁰, 4700⁰⁰, 54000⁰⁰ TIME OF CONTACT 11:00 AM

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. NA Checked abstract with owner? 2. _____ Any affidavits taken?
- 3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
- 5. _____ Showed plans, explained take, made offer, etc.?
- 6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
- 8. _____ Walked over property with owner? (or with whom? _____)
- 9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
- 12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Talked to Mr Stein about above parcels. Explained that since the parcels were in condemnation, it would take at least 5 days to get parcels back to negotiate. made appointment for future meeting

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? _____

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify

William G. Kramer
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3(52)

BUYER'S REPORT NUMBER: 3 COUNTY Marion PARCEL NOS 159-239-270

NAME & ADDRESS OF OWNER Janis Pappas and Judith Sherman, C + P Corbustor Co
10-22 1028 - 10-30-1038 to Mendham PHONE # 632-8485

NAME & ADDRESS OF PERSON CONTACTED Sidney Stem
1124 Floor Flitcher Trust Bldg PHONE # 632-6315
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 10-9-67 DATE OF CONTACT May 14 1968

OFFER \$ 54,000 TIME OF CONTACT 3:00 PM

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. NA Checked abstract with owner? 2. _____ Any affidavits taken?
- 3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
- 5. _____ Showed plans, explained take, made offer, etc.?
- 6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
- 8. _____ Walked over property with owner? (or with whom? _____)
- 9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
- 12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Talked to Mr Stem about above parcels. He said their intentions were the same. I asked Mr Stem about selling the lots he said he would let me know in a few days. He said they would definitely go to coal on the Corbustor factory.

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? _____

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify

William G. Keener
(Signature)

Pr 150

CHICAGO TITLE INSURANCE COMPANY

INTERIM GUARANTY OF TITLE

S. R. I-70 PROJ. I-70-3(52)77 COUNTY Marion

Names on Plans Rose and Sol Cohn

CTIC # 6500-100 -S

Name of Fee Owner Janis S. Popp and Judith I. Sherman, as tenants in common.

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation authorized to do business in the State of Indiana, in consideration of premium paid, hereby guarantees that a search of the records from April 20, 1966 to and including June 13, 1968 reveals no changes as to the real estate described under

CTIC # 6500-100 except:

1. Taxes for 1967 payable 19 68 in name of Janis S. Popp & Judith I. Sherman
 Duplicate # 8890703 Parcel # 1013633 Township Center Code # 101
 May \$ 115.65 (paid) (~~unpaid~~); November \$ 115.65 (~~paid~~) (unpaid)
 Taxes for 1968 payable 1969 now a lien.

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

CHICAGO TITLE INSURANCE COMPANY



John A. Binsley
President

Robert Kratochvil
Secretary

ATTEST:

Countersigned and validated as of the 1st day of July
19 68.

Ronald R. Evans
Authorized Signatory

#159

CHICAGO TITLE INSURANCE COMPANY

GUARANTY OF TITLE

S. R. I-70 PROJ. I-70-3(52)77 #159 COUNTY Marion

Names on Plans Rose and Sol Cohn
1022-28 S. MERIDIAN

CTIC # 6500-100

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation authorized to do business in the State of Indiana, in consideration of premium paid, hereby guarantees that as of the 20th day of April, 19 66

Janis S. Popp and Judith I. Sherman, as tenants in common

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".

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

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

CHICAGO TITLE INSURANCE COMPANY



John A. Binkley

ATTEST: President

Robert Kratochvil

Secretary

Countersigned and validated as of the 3rd day of May
19 66.

John W. Tapp
Authorized Signatory

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:

Lots 9 and 10 in McCarty's Subdivision of the East part of Out Lot 120 of the Donation Lands in the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 86, in the Office of the Recorder of Marion County, Indiana.

CTIC # 6500-100

The Record Owner or Owners disclosed above acquired title by Warranty Deed dated July 30, 1963, recorded August 1, 1963, in Book 2009, page 626. (\$.55 Federal documentary stamps affixed)

SCHEDULE "B"

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

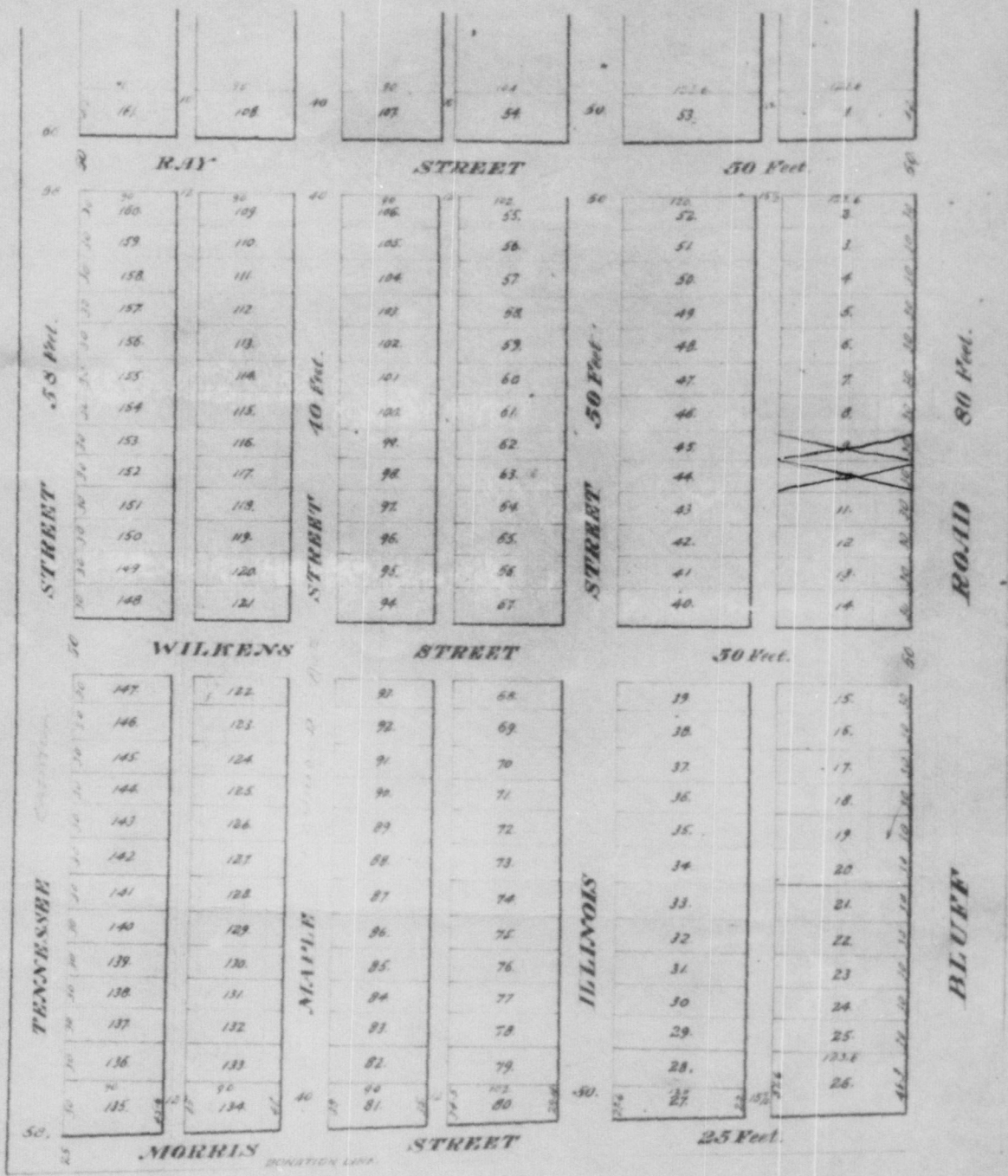
- a. the rights of parties in possession
- b. matters that might be disclosed by an accurate survey
- c. statutory liens for labor or materials unless filed of record
- d. ordinances, laws or regulations enacted by governmental authority

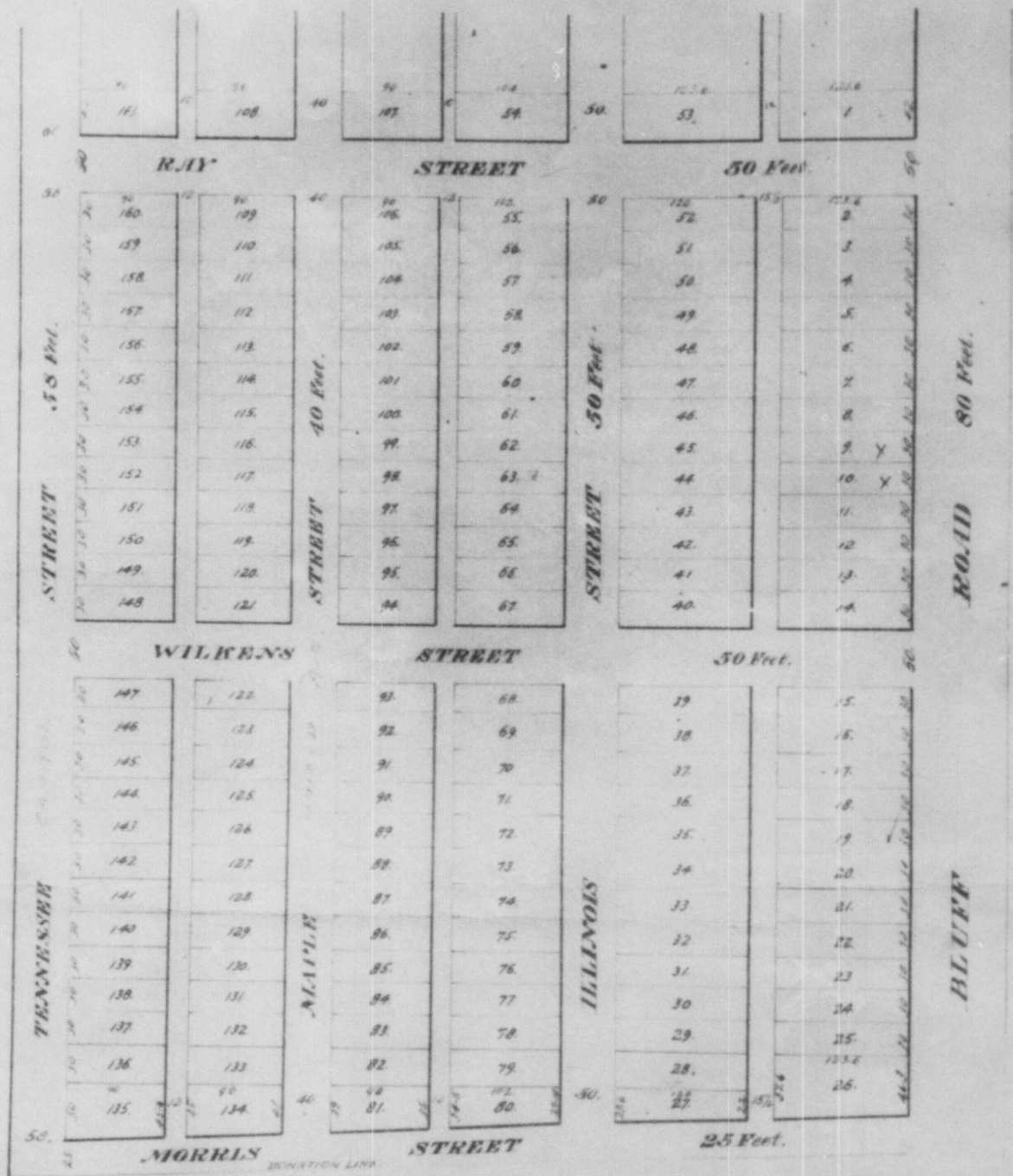
The search of the record of the property described in Schedule "A" discloses the following liens, encumbrances or defects in the title of the Record Owner or Owners.

- e. taxes for the year 1965, each half for \$194.20 on Lot 9 and \$100.44 on Lot 10, assessed in the names of Janis S. Popp and Judith I. Sherman, due and payable in May and November, 1966. (Center Township - Inside, Parcel Nos. 101-101-3632-3, Duplicate Nos. 6072178-9) (Assessed Value Lot 9 - Land \$810; Improvements \$3270; Exemptions None) (Assessed Value Lot 10 - Land \$810; Improvements \$1300; Exemptions None)

Form 3296-15

- f. Taxes for the year 1966, due and payable in 1967.





Re 239

CHICAGO TITLE INSURANCE COMPANY

INTERIM GUARANTY OF TITLE

S. R. I-70 PROJ. I-70-3(52)77 COUNTY Marion

Names on Plans Rachael Goldstein

CTIC # 6500-101 -S

Name of Fee Owner C. P. Carburetor Products Company, Inc., an Indiana Corporation

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation authorized to do business in the State of Indiana, in consideration of premium paid, hereby guarantees that a search of the records from June 10, 1966 to and including June 13, 1968 reveals no changes as to the real estate described under

CTIC # 6500-101 except:

1. Taxes for 19 67 payable 19 68 in name of C. P. Carburetor Products Co. Inc.
 Duplicate # 8732299 Parcel # 1034140 Township Center Code # 101
 May \$ 57.01 (paid) (~~unpaid~~); November \$ 57.01 (~~paid~~) (unpaid)
 Taxes for 19 68 payable 19 69 now a lien.

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

CHICAGO TITLE INSURANCE COMPANY



John A. Binsley
President

Robert Kratochvil
Secretary

ATTEST:

Countersigned and validated as of the 5th day of July 19 68.

John W. Fagg
Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

GUARANTY OF TITLE

S. R. I-70 PROJ. I-70-3(52)77 ²³⁹ COUNTY Marion

Names on Plans Rachael Goldstein

CTIC # 6500-101

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation authorized to do business in the State of Indiana, in consideration of premium paid, hereby guarantees that as of the 10th day of June, 19 66

C. P. Carburetor Products Company, Inc., an Indiana corporation

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".

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

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

CHICAGO TITLE INSURANCE COMPANY



John A. Binkley

ATTEST:

President

Robert Kratochvil

Secretary

Countersigned and validated as of the 23rd day of June
19 66.

John W. Jagge
Authorized Signatory

SCHEDULE "A"

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

North 27 feet of Lot 11 in McCarty's Subdivision of the East part of Out Lot 120 of the Donation Lands in the City of Indianapolis, as per plat thereof recorded in Plat Book 2, page 86, in the Office of the Recorder of Marion County, Indiana.

CTIC # 6500-101

The Record Owner or Owners disclosed above acquired title by Warranty Deed dated November 2, 1962, recorded November 5, 1962, in Deed Record 1961, page 252, from Rachel Pearl Goldstein, an unmarried adult. (\$2.20 Federal Documentary stamps affixed.)

SCHEDULE "B"

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

- a. the rights of parties in possession
- b. matters that might be disclosed by an accurate survey
- c. statutory liens for labor or materials unless filed of record
- d. 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.

- e. taxes for the year 1965, each half for \$49.50, assessed in the name of C. P. Carburetor Products Co., Inc., due and payable in May and November, 1966. (Center Township - Inside, Parcel No. 101-1034140, Duplicate No. 6013228) The May installment has been paid. (Assessed Value - Land \$730; Improvements \$310; Exemptions None)
- f. Taxes for the year 1966, due and payable in 1967.

