

# INDOT

Acquisition  
Document

## 9DSE9

Scan Key	<b>377719</b>
LA Code	3777
Parcel No.	19
Owner	DECKER, STEPHEN M.



# Indiana Department of Transportation

Land Acquisition Division  
100 North Senate Avenue, Room N955  
Indianapolis, Indiana 46204-2219  
FAX: (317)233-3055 - Writer's Direct Phone: [317]232-5049

February 16, 2004

Stephen Mark Decker  
5639 McDaniel Road  
Terre Haute, IN 47802

Project: STP-291-1(002)  
Code: 3779  
Parcel: 19  
Road: U.S.R. 641  
County: Vigo

Dear Mr. Stephen Mark Decker,

In reviewing your file, I note there is a difference of opinion as to the value of your property which we propose to acquire.

Due to the urgency of the highway construction program, an orderly and systematic acquisition of properties must be vigorously pursued. I trust you will understand this need. We have attempted to arrive at a fair market value of your property by the use of highly competent, professional appraisers. We have made full use of all information supplied by our Buying Representative. From all the facts we have gathered we have, in our opinion, arrived at a just and fair market value of the property in the amount of \$171,000.00.

I am again repeating the offer as stated. This offer will remain open ten days from the date of receipt of this letter, at which time it will be considered terminated, and it shall be necessary for us to forward your file to the office of the Attorney General of Indiana in order that he may institute proceedings in eminent domain.

I wish to thank you for the courtesy and consideration you have extended to our various representatives in the past. If you should decide to reconsider your position and accept the offer, please contact me at the above address or telephone 317/232-5049, and I shall be glad to have our representative contact you again.

We regret any inconvenience this project may cause you personally but feel quite sure, after evaluating all the facts, you may wish to join the Indiana Department of Transportation in rendering to the people of Indiana a modern and safe highway system.

Sincerely,

A handwritten signature in cursive script that reads "Rex A. Garing".

Rex A. Garing  
Program Director 1  
Buying Section

xc: Parcel  
Records  
Terre Haute Savings Bank  
Terre Haute First National Bank  
Mr. Darrell Felling, Attorney At Law

PO Box 612



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100 North Senate Avenue, Room N955  
Indianapolis, Indiana 46204-2219

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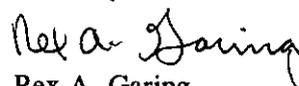
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Sincerely,



Rex A. Garing  
Program Director 1  
Buying Section

xc: Parcel  
Records  
Terre Haute Savings Bank  
Terre Haute First National Bank  
Mr. Darrell Felling, Attorney At Law

**STATE OF INDIANA**  
**INDIANA DEPARTMENT OF TRANSPORTATION**  
**INDIANAPOLIS, INDIANA**

ORDER OF DEPARTMENT OF TRANSPORTATION

FOR: ORDER OF DEPARTMENT OF TRANSPORTATION DETERMINING  
NECESSITY OF ACQUISITION OF REAL ESTATE AND AUTHORITY FOR  
THE STATE TO INSTITUTE CONDEMNATION PROCEEDINGS.

WHEREAS, the carrying out of the construction and improvements by the  
Indiana Department of Transportation of Project No. STP-291-1(002) in Vigo County,  
Indiana, requires construction, reconstruction, relocation or maintenance and repair of a  
public highway in said County, which highway forms a part of a State Highway  
designated in the records and files of the Indiana Department of Transportation as Road  
No. U.S.R. 641 and

WHEREAS, it has been determined by the Department of Transportation  
that it is necessary in making said improvement to acquire interests in real estate owned  
by Stephen Mark Decker; Mortgagee: Terre Haute Savings Bank, Jeff Stewart; Vigo  
County Auditor and Vigo County Treasurer, and

WHEREAS, said interests in real estate are to be taken for the reason  
that public interest will be best served and economy effected, and

WHEREAS, the Indiana Department of Transportation has made an offer  
to said owner(s) for the purchase of said interest, but has been unable to agree with said  
owner(s) upon the amount to be paid said owner(s) by reason of the taking thereof for the  
purpose aforesaid, and

WHEREAS, the failure to obtain said interest in Real Estate for said  
purposes is delaying work of said highway improvement,

BE IT ORDERED,

that condemnation proceedings be instituted by the Attorney General in the name of the State of Indiana in a court of appropriate jurisdiction for the land hereinafter described, the same being in Vigo County, Indiana, and to be used as right-of-way for said transportation improvement, and being necessary for such purposes, which land is shown in a right-of-way plat attached hereto as Exhibit A and is further specifically described in Exhibit B attached hereto.

THEREFORE,

the Indiana Department of Transportation has considered and adopted this order on the 5th day of March, 2004.

BE IT

FURTHER ORDERED,

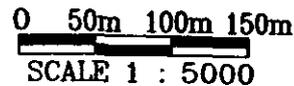
that a copy of this order be referred to the Attorney General of Indiana.

INDIANA DEPARTMENT OF TRANSPORTATION

  
Kevan L. McClure, Chief  
Division of Land Acquisition

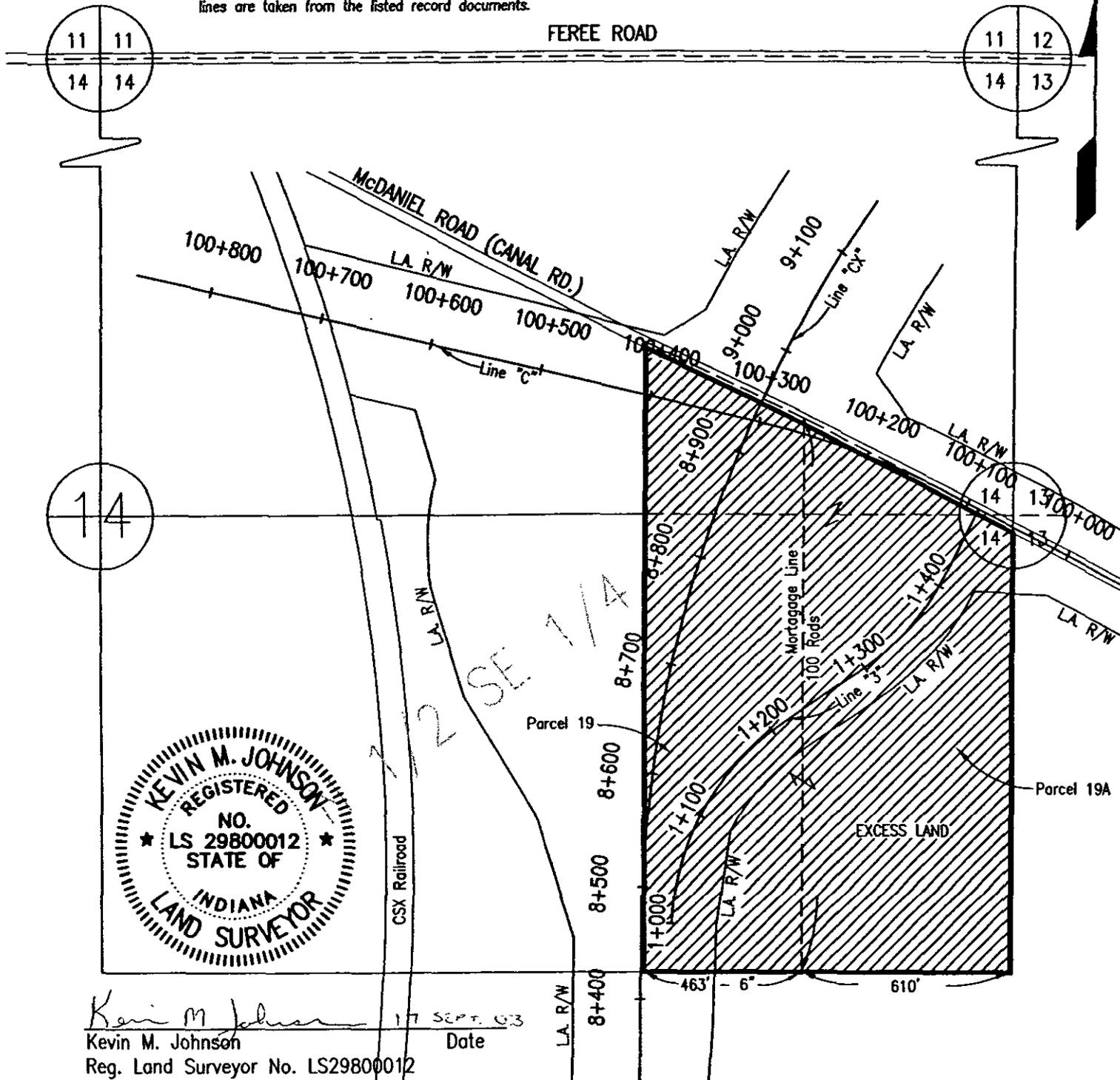
RIGHT-OF-WAY PARCEL PLAT

Prepared for Indiana Department of Transportation  
by Bernardin Lochmueller & Associates, Inc. (Job No. 199-0305-ZES/ZESQ)



This plat was prepared using information obtained from the County records. It does not represent a survey of the owner's property. Dimensions shown along the existing property lines are taken from the listed record documents.

FEREE ROAD



*Kevin M. Johnson*  
Kevin M. Johnson  
Reg. Land Surveyor No. LS29800012  
State of Indiana  
17 SEPT. 03  
Date

Rev. 9/17/2003 Changed Parcel to a total take with Excess Land K.M. Johnson

PARCEL: 19 OWNER: Decker, Stephen M.  
CODE: 3777  
PROJECT: STP-291-1(002)  
ROAD: U.S.R. 641  
COUNTY: Vigo  
SECTION: 14  
TOWNSHIP: 11 N.  
RANGE: 9 W.



HATCHED AREA IS THE APPROXIMATE TAKING

NOTE: PROPERTY LINE DIMENSIONS ARE SHOWN IN ENGLISH

DRAWN BY: K.M. Johnson 6/18/2002  
CHECKED BY: R.F. Lewis 7/9/2002  
DES. NO.: 9138220

DEED RECORD 416 ,PAGE 707 ,DATED 12/16/88  
" " 441 , " 2949 , " 12/22/95

PARCEL 19  
FEE SIMPLE WITH PARTIAL LIMITATION OF ACCESS (EXCESS LAND INCLUDED)

OWNER: STEPHEN MARK DECKER  
CODE: 3777  
PROJECT: STP-291-1(002)

SHEET 1 OF 2

EXHIBIT "B"

Commencing at a point 610 feet West of the Southeast corner of the North half of the Southeast Quarter of Section 14, Township 11 North, Range 9 West, extending thence West 463 feet and 6 inches; thence due North to the center of the highway known as the Canal Road, thence in a Southeasterly direction along said Canal Road to a point due North of the place of beginning, thence South to the place of beginning, containing 18-½ acres, more or less.

Commencing at the South East corner: of the North half of the South East quarter of Section 14, Township 11 North, Range 9 West, extending thence West 610 feet, thence North about 100 rods to center of the Canal Road, thence in a Southeasterly direction along said Canal Road to the junction of said road with the East line of said Section 14, thence South to the place of beginning, containing 21 acres more or less.

PARCEL 19  
PARTIAL LIMITATION OF ACCESS

OWNER: STEPHEN MARK DECKER  
CODE: 3777  
PROJECT: STP-291-1(002)

SHEET 2 OF 2

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the above-described real estate, excepting on any parts of said real estate which is not utilized in the limited access portion of the above-described project.

DESCRIPTION OF THE OWNER'S LAND  
PARCEL 19

OWNER: STEPHEN MARK DECKER  
CODE: 3777  
PROJECT: STP-291-1(002)

SHEET 1 OF 1

Commencing at a point 610 feet West of the Southeast corner of the North half of the Southeast Quarter of Section 14, Township 11 North, Range 9 West, extending thence West 463 feet and 6 inches; thence due North to the center of the highway known as the Canal Road, thence in a Southeasterly direction along said Canal Road to a point due North of the place of beginning, thence South to the place of beginning, containing 18-1/2 acres, more or less.

Commencing at the South East corner: of the North half of the South East quarter of Section 14, Township 11 North, Range 9 West, extending thence West 610 feet, thence North about 100 rods to center of the Canal Road, thence in a Southeasterly direction along said Canal Road to the junction of said road with the East line of said Section 14, thence South to the place of beginning, containing 21 acres more or less.

DESCRIPTION OF PROJECT

COUNTY: VIGO

CODE: 3777

PROJECT: STP-291-1(002)

ROAD: S.R. 641

BEGINNING AT U.S. 41, ENDING AT S.R. 46.

GROSS LENGTH: 4.430 KM

APPROX. AVERAGE R/W WIDTH: 138 M

NEW ROAD CONSTRUCTION BEGINNING AT A POINT 457.842 METERS NORTH AND 643.899 METERS EAST OF THE W. 1/4 CORNER OF SECTION 26, T-11-N, R-9-W AND EXTENDING NE. TO A POINT APPROXIMATELY 327.374 METERS NORTH AND 462.806 METERS EAST OF THE NE. CORNER OF SECTION 14, T-11-N, R-9-W INCLUDING THE INTERCHANGES WITH U.S. 41 AND WITH McDANIEL RD., ALL IN VIGO COUNTY.



# CONDEMNATION

## INDIANA DEPARTMENT OF TRANSPORTATION

Real Estate Section

100 north Senate Avenue Room N642

Indianapolis, Indiana 46204

FAX: (317) 233-3055

Writer's Direct Phone: (317) 232-5002

August 28, 2006

**TO: CASHIER**  
Accounting and Control

**FROM: KATHY J. HEISTAND**  
Real Estate Section  
Services Unit

Attached is the payment covering proceeds from **Court Judgements**

Name of County Court	<u>VIGO</u>	LA Code	<u>3777</u>
Cause Number	<u>84D04-0404-PL-0342</u>	Parcel No.	<u>19</u>
Project Number	<u>29110023</u>	Name	<u>WILKINSON LAW FIRM LLP</u>
Priority	<u>02</u>		

Attached is refund from above referenced court case:

Document ID Number	<u>37770192229</u>	FA Participation	<u>YES</u>
Court Award Date	<u></u>	Court Award Amount	<u>\$</u>
Judgment Date	<u></u>	Judgment Amount	<u>\$</u>
		<b>TOTAL REFUND</b>	<u>\$</u>

STATE, FEDERAL AND INTEREST SPLIT			
STATE FUNDS	Fund	AMOUNTS	
	401	\$	21.25
FEDERAL FUNDS	Fund		
	405	\$	85.00
INTEREST	Fund	\$	
	401		PRIORITY
<b>TOTALS</b>		\$	<b>106.25</b>

cc: Acct Fed Aid  
Records

STATE OF INDIANA )  
 ) SS:  
COUNTY OF VIGO )

IN THE VIGO SUPERIOR COURT  
CAUSE NO. 84D04-0404-PL-3432

STATE OF INDIANA,  
  
Plaintiff,  
  
v.

STEPHEN MARK DECKER,  
TERRE HAUTE SAVINGS BANK,  
and VIGO COUNTY, INDIANA,  
  
Defendants.

STATE OF INDIANA  
COUNTY OF VIGO } SS:

Patricia R. Mansard, Clerk of the Vigo Circuit Court and ex-officio Clerk of the Superior and County Courts of Vigo County, do hereby certify that this document is a full, true and complete copy of  
AMENDED JUDGMENT ON VERDICT  
Cause No. 84D04-0404-PL-3432  
As the same appears of record in the files of the office of which I am legal and lawful custodian  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21<sup>st</sup> day of June 2005

RECEIVED  
Patricia R. Mansard

JUN 15 2005

Clerk of the  
Vigo Circuit Court

*Patricia R. Mansard*  
CLERK OF THE VIGO CIRCUIT COURT AND  
EX-OFFICIO CLERK OF THE SUPERIOR AND  
COUNTY COURTS OF VIGO COUNTY

**AMENDED JUDGMENT ON VERDICT**

The Court, having heard the evidence, examined the record, and being duly advised, now finds:

1. The Plaintiff filed its "Complaint for Appropriation of Real Estate" in this cause on April 22, 2004, and the Defendants named in the complaint were served with notice as provided by statute.
2. The Defendant, Stephen Mark Decker, appeared by counsel with no objection to this cause on May 13, 2004.
3. The Defendant, Vigo County, Indiana, appeared by counsel with no objection to this cause on May 19, 2004. Vigo County later disclaimed its interests in this cause.
4. The Defendant, Terre Haute Savings Bank, did not appear in this cause.
5. On July 1, 2004, the Court condemned the real estate described below, and appointed three disinterested freeholders of Vigo County, Indiana to assess the benefits and damages, if any, resulting from the Plaintiff's appropriation.
6. On September 22, 2004, the appointed freeholders reported to the Court that the Defendants were entitled to receive total just compensation of Two Hundred Thirty Thousand Dollars (\$230,000.00) due to the Plaintiff's appropriation.

7. The Plaintiff and the Defendant, Stephen Mark Decker, filed timely exceptions to the "Report of Appraisers" in this cause.

8. On November 24, 2004, the Plaintiff paid the court appointed freeholders' fees and deposited Two Hundred Thirty Thousand Dollars (\$230,000.00) with the Clerk of the Court.

9. On May 20, 2005, a jury returned a verdict for the Defendant, Stephen Mark Decker, and awarded him damages of Two Hundred Sixty-four Thousand Five Hundred Dollars (\$264,500.00).

10. The Defendant, Stephen Mark Decker, is now entitled to recover Two Hundred Sixty-four Thousand Five Hundred Dollars (\$264,500.00) in this cause, Two Hundred Thirty Thousand Dollars (\$230,000.00) of which has been paid to the Clerk of the Court, for the real estate interests appropriated and for the damages resulting from the appropriation; and the Plaintiff owes the Defendants no other consideration in this cause.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Plaintiff, State of Indiana, now holds fee simple title, including all rights of possession, to the real estates described as:

Beginning at a point 610 feet West of the southeast corner of the North Half of the Southeast Quarter of Section 14, Township 11 North, Range 9 West, Vigo County, Indiana; thence, West 463 feet 6 inches; thence, due North to the center of Canal Road; thence, Southeasterly along the center of Canal Road to a point due North of the point of beginning, thence, South to the point of beginning, containing 18.50 acres, more or less, and

Beginning at the southeast corner of the North Half of the Southeast Quarter of Section 14, Township 11 North, Range 9 West, Vigo County, Indiana; thence, West 610 feet; thence, North approximately 100 rods to the center of Canal Road; thence, Southeasterly along the center of Canal Road to the junction of said road and the east line of Section 14; thence, South to the point of beginning, containing 21 acres, more or less.

Together with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the above-described real

estates, except any parts of said real estates not utilized in the limited access portion of the above-described project.

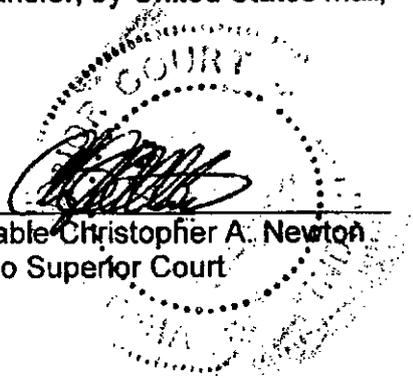
**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Defendant, Terre Haute Savings Bank, is defaulted, that the Defendant, Vigo County, Indiana has disclaimed its interests, and that these two parties shall take nothing from this cause; that the Defendant, Stephen Mark Decker, shall recover damages of Two Hundred Sixty-four Thousand Five Hundred Dollars (\$264,500.00) together with interest of Three Thousand Six Hundred Forty-seven Dollars and Seventy-seven Cents (\$3647.77) and attorney fees of Two Thousand Five Hundred Dollars (\$2,500.00) as total just compensation in this cause, Two Hundred Thirty Thousand Dollars (\$230,000.00) of which has been paid to the Clerk of the Court; that the Plaintiff shall pay the Clerk of the Court Forty Thousand Six Hundred Forty-seven Dollars and Seventy-seven Cents; (\$40,647.77); and that the Clerk of the Court shall, on receipt of said funds, pay the Defendant, Stephen Mark Decker, Two Hundred Seventy Thousand Six Hundred Forty-seven Dollars and Seventy-seven Cents (\$270,647.77) and all the interest earned on the funds on deposit with the Court in full satisfaction of this judgment and all claims in this cause.

**IT IS FURTHER ORDERED** that the Clerk of the Court shall promptly send a certified copy of this "Amended Judgment on Verdict" to the Auditor and Recorder of Vigo County, Indiana; that the Auditor shall remove the above-described real estate from the tax records and rolls of the county and cancel all 2005 and subsequent years' taxes thereon; that the Recorder shall, pursuant to IC 8-23-7-31 and without payment of fee, record the transfer of the above-described real estate to the State of Indiana; and

that the Recorder shall submit evidence of this recorded transfer, by United States mail,  
to the Office of the Attorney General of Indiana.

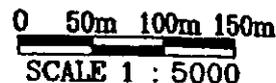
Court Date: June 13, 2005

  
\_\_\_\_\_  
The Honorable Christopher A. Newton  
Judge, Vigo Superior Court

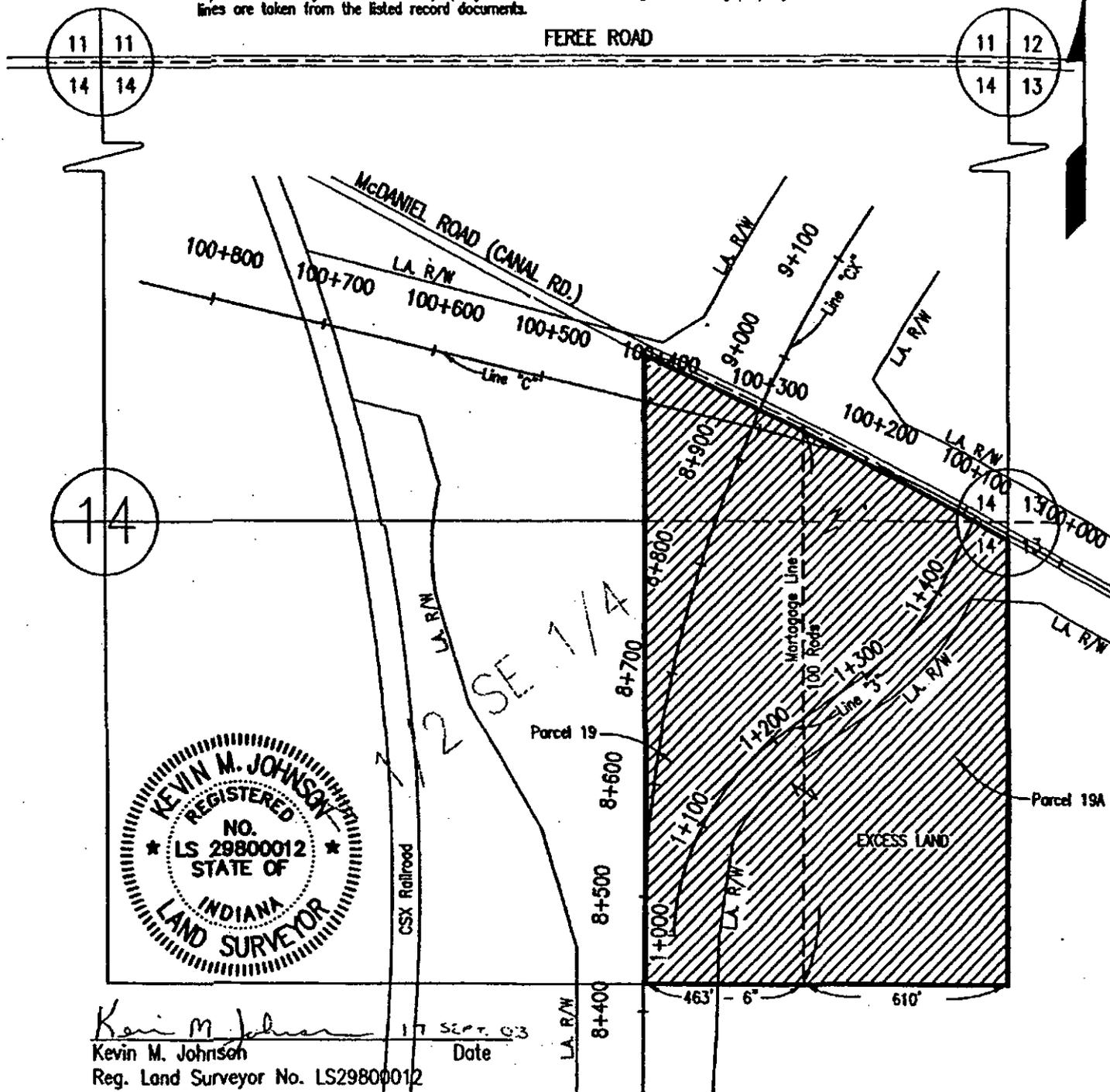


# RIGHT-OF-WAY PARCEL PLAT

Prepared for Indiana Department of Transportation  
by Bernardin Lochmueller & Associates, Inc. (Job No. 199-0305-ZES/ZESQ)



This plat was prepared using information obtained from the County records. It does not represent a survey of the owner's property. Dimensions shown along the existing property lines are taken from the listed record documents.



*Kevin M. Johnson*  
Kevin M. Johnson  
Reg. Land Surveyor No. LS29800012  
State of Indiana  
17 SEPT. 03  
Date

Rev. 9/17/2003 Changed Parcel to a total take with Excess Land K.M. Johnson

PARCEL: 19	OWNER: Decker, Stephen M.	DRAWN BY: K.M. Johnson 6/18/2002
CODE: 3777		CHECKED BY: R.F. Lewis 7/9/2002
PROJECT: STP-291-1(002)		DES. NO.: 9138220
ROAD: U.S.R. 641	HATCHED AREA IS THE APPROXIMATE TAKING	DEED RECORD 416, PAGE 707, DATED 12/16/88 " " 441, " 2949, " 12/22/95
COUNTY: Vigo		
SECTION: 14	NOTE: PROPERTY LINE DIMENSIONS ARE SHOWN IN ENGLISH	
TOWNSHIP: 11 N.		
RANGE: 9 W.		

STATE OF INDIANA ) IN THE FRANKLIN CIRCUIT COURT  
 ) SS:  
 COUNTY OF FRANKLIN ) CAUSE NO. 24C01-0312-PL-419

STATE OF INDIANA, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 ROBERT D. DENNY, )  
 DONNA L. DENNY, )  
 BENEFICIAL INDIANA, INC A DELAWARE )  
 CORPORATION and )  
 FRANKLIN COUNTY, INDIANA, )  
 )  
 Defendants. )

**FILED**

MAY 3 2005

*[Signature]*  
 Judge Franklin Circuit Court

**AGREED FINDING AND JUDGMENT**

Plaintiff State of Indiana (the "State"), by Steve Carter, Attorney General of Indiana, and Richard C. Melfi, Deputy Attorney General; Defendants Robert D. Denny and Donna L. Denny (the "Owners"), by Melvin F. Wilhelm, Esquire, their counsel; and Defendant Franklin County, Indiana (the "County"), by Eugene A. Stewart, Esquire, it's counsel, concur in the findings set forth below and move the Court for judgment in this case.

The Court, having examined the record of this case and being duly advised, now finds:

1. The State filed its Complaint for Appropriation of Real Estate in this eminent domain case (the "Complaint") on December 18, 2003, and all Defendants were served with notice as provided by statute.
2. The Owner appeared by counsel on December 17, 2003..
3. Defendant Franklin County, Indiana appeared by counsel on January 2, 2004.
4. Defendant Beneficial Indiana Inc. appeared by counsel on January 22, 2004, and was subsequently dismissed from this action on November 8, 2004.

5. The State and the Owner agree to the State's appropriation of the real estate described below, and further agree that the Owner shall recover as total just compensation, for the real estate acquired by State, and for any and all damages resulting from that acquisition thereof, the sum of Fifty-One Thousand Dollars (\$51,000.00)

6. Real estate taxes and assessments for the real estate owned by the Owner and described in rhetorical paragraph II of the Complaint are current.

7. The Court hereby finds that the parties hereto have withdrawn their respective exceptions and/or requests for jury trials.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff State of Indiana holds, free, clear and unencumbered by the interests of the named defendants herein, fee simple title, including all rights of possession, to the following described real estate:

**FEE SIMPLE TITLE** to the following real estate, as described below and in rhetorical paragraph IV of the Complaint :

A part of Lots 8 and 9 in Quail Meadows Estates Section 1, an addition to the City of Batesville, Indiana, the plat of which addition is recorded in Plat Record B, pages 14 and 15, in the Office of the Recorder of Franklin County, Indiana, and being Parcel 8, Indiana Department of Transportation L.A. Code 4366, described as follows: Beginning at the north corner of said Lot 9, which point of beginning is on the centerline of S.R. 229; thence South 71 degrees 36 minutes 21 seconds East 12.467 meters (40.90 feet), along the northern line of said Lot 9; thence South 55 degrees 03 minutes 48 seconds West 25.637 meters (84.11 feet) to the western line of said Lot 9; thence South 49 degrees 50 minutes 55 seconds West 22.005 meters (72.19 feet); thence South 31 degrees 12 minutes 55 seconds West 9.804 meters (32.17 feet) to the southwestern line of said Lot 8; thence North 34 degrees 56 minutes 12 seconds West 15.964 meters (52.38 feet), along the southwestern line of said Lot 8, to the west corner of said Lot 8 and the centerline of said S.R. 229; thence North 55 degrees 03 minutes 48 seconds East 49.073 meters (161.00 feet), along the northwestern line of said Lots 8 and 9 and along said centerline, to the point of beginning and containing 585.6 square meters (6,303 square feet), more or less, inclusive of the presently existing right-of-way

which contains 354.4 square meters (3,814 square feet), more or less, for a net additional taking of 231.2 square meters (2,489 square feet), more or less.

The above-described real estate is depicted on the Exhibit A. attached hereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Defendant Franklin County shall take nothing from this award.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Defendant Beneficial Indiana, Inc., by virtue of its dismissal, shall take nothing from this award.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that by executing this Agreed Finding & Judgment, the Owners hereby indemnify and hold harmless the State from any additional claims related to this condemnation proceeding as it concerns the real estate of the Owners that is described in rhetorical paragraph II of the Complaint.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Owner shall recover as total just compensation, for the State's appropriation in this case, the sum of Fifty-One Thousand Dollars (\$51,000.00). The State has previously deposited the sum of Forty-Two Thousand Two-Hundred Dollars (42,200.00), a portion or all of which has been withdrawn by the Owners with the approval of this Court. The State shall, with all deliberate speed, deposit the additional sum of Eight Thousand Eight-Hundred Dollars (\$8,800.00) which, when added to the monies previously deposited, equals the settlement amount herein. Upon receipt of the State's additional deposit, the Clerk shall immediately pay and disburse the entire amount of the funds on deposit,

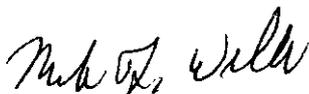
including the State's deposits and any interest earned on the account, to the Owners,  
Robert D. Denny and Donna L. Denny, c/o Melvin F. Wilhelm, Esquire, 424 Court Street,  
P.O. Box B, Brookville, IN 47012.

IT IS FURTHER ORDERED that the Clerk of the Court shall promptly send a certified copy of this Agreed Finding and Judgment to the Auditor of Franklin County, Indiana, and that the Auditor shall remove the above-described real estate that the State acquired in fee simple from the tax records and rolls of the County and cancel all 2003 and subsequent years' taxes thereon.

FINALLY, IT IS ORDERED that the Auditor shall, in turn, promptly send this Agreed Finding and Judgment to the Recorder of Franklin County, Indiana, and that the Recorder shall, pursuant to IC 8-23-7-31 and without payment of fee, record the transfer of the above-described real estate to the State of Indiana; and that the Recorder shall submit evidence of the recorded transfer, by United States mail, to Richard C. Melfi, Deputy Attorney General, Office of the Attorney General of Indiana, Indiana Government Center South, Fifth Floor, 302 West Washington Street, Indianapolis, Indiana 46204-2770.

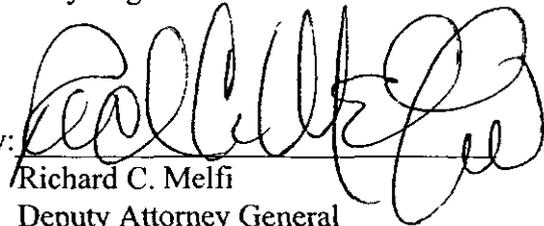
AGREED TO AND APPROVED BY:

STEVE CARTER  
Attorney General of Indiana  
Attorney Reg. No. 4150-64

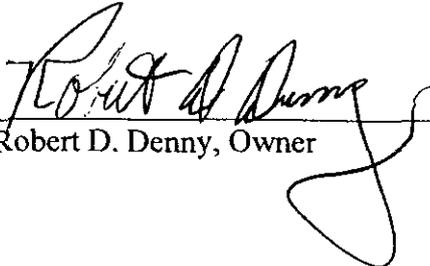


Melvin F. Wilhelm, Esquire, Attorney for  
Robert D. Denny and Donna L. Denny  
Attorney Reg. No. 1239-24

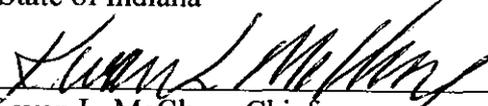
By:

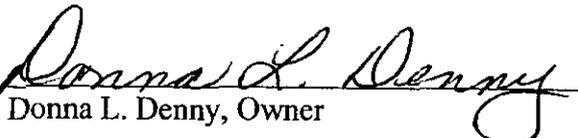


Richard C. Melfi  
Deputy Attorney General  
Attorney Reg. No. 23425-29

  
Robert D. Denny, Owner

The State of Indiana

BY   
Kevan L. McClure, Chief  
Division of Land Acquisition

  
Donna L. Denny, Owner

  
Eugene A. Stewart, Esquire, Attorney for  
Defendant Franklin County, Indiana  
Attorney Reg. No. 475-24

SO ORDERED THIS 3 day of May, 2005.

  
RICHARD D. CULVER, SPECIAL JUDGE  
FRANKLIN CIRCUIT COURT

Distribution:

Richard C. Melfi  
Deputy Attorney General  
Office of the Attorney General  
Indiana Government Center South, Fifth Floor  
402 West Washington Street  
Indianapolis, Indiana 46204-2770

Melvin F. Wilhelm, Esquire  
424 Court Street, P.O. Box B  
Brookville, IN 47012

Eugene A. Stewart, Esquire  
O'CONNER, STEWART & WILHELM-WAGGONER  
601 Main Street  
Brookville, IN 47012

215610

STATE OF INDIANA )  
 ) SS:  
COUNTY OF VIGO )

IN THE VIGO SUPERIOR COURT  
CAUSE NO. 84D04-0404-PL-3432

STATE OF INDIANA, )  
 )  
 ) Plaintiff, )  
 )  
 ) v. )  
 )  
 ) STEPHEN MARK DECKER, )  
 ) TERRE HAUTE SAVINGS BANK, )  
 ) and VIGO COUNTY, INDIANA, )  
 )  
 ) Defendants. )

RECEIVED  
Patricia R. Mansard  
JUN 13 2005  
Clerk of the  
Vigo Circuit Court

**AMENDED JUDGMENT ON VERDICT**

The Court, having heard the evidence, examined the record, and being duly advised, now finds:

1. The Plaintiff filed its "Complaint for Appropriation of Real Estate" in this cause on April 22, 2004, and the Defendants named in the complaint were served with notice as provided by statute.
2. The Defendant, Stephen Mark Decker, appeared by counsel with no objection to this cause on May 13, 2004.
3. The Defendant, Vigo County, Indiana, appeared by counsel with no objection to this cause on May 19, 2004. Vigo County later disclaimed its interests in this cause.
4. The Defendant, Terre Haute Savings Bank, did not appear in this cause.
5. On July 1, 2004, the Court condemned the real estate described below, and appointed three disinterested freeholders of Vigo County, Indiana to assess the benefits and damages, if any, resulting from the Plaintiff's appropriation.
6. On September 22, 2004, the appointed freeholders reported to the Court that the Defendants were entitled to receive total just compensation of Two Hundred Thirty Thousand Dollars (\$230,000.00) due to the Plaintiff's appropriation.

7. The Plaintiff and the Defendant, Stephen Mark Decker, filed timely exceptions to the "Report of Appraisers" in this cause.

8. On November 24, 2004, the Plaintiff paid the court appointed freeholders' fees and deposited Two Hundred Thirty Thousand Dollars (\$230,000.00) with the Clerk of the Court.

9. On May 20, 2005, a jury returned a verdict for the Defendant, Stephen Mark Decker, and awarded him damages of Two Hundred Sixty-four Thousand Five Hundred Dollars (\$264,500.00).

10. The Defendant, Stephen Mark Decker, is now entitled to recover Two Hundred Sixty-four Thousand Five Hundred Dollars (\$264,500.00) in this cause, Two Hundred Thirty Thousand Dollars (\$230,000.00) of which has been paid to the Clerk of the Court, for the real estate interests appropriated and for the damages resulting from the appropriation; and the Plaintiff owes the Defendants no other consideration in this cause.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Plaintiff, State of Indiana, now holds fee simple title, including all rights of possession, to the real estates described as:

Beginning at a point 610 feet West of the southeast corner of the North Half of the Southeast Quarter of Section 14, Township 11 North, Range 9 West, Vigo County, Indiana; thence, West 463 feet 6 inches; thence, due North to the center of Canal Road; thence, Southeasterly along the center of Canal Road to a point due North of the point of beginning, thence, South to the point of beginning, containing 18.50 acres, more or less, and

Beginning at the southeast corner of the North Half of the Southeast Quarter of Section 14, Township 11 North, Range 9 West, Vigo County, Indiana; thence, West 610 feet; thence, North approximately 100 rods to the center of Canal Road; thence, Southeasterly along the center of Canal Road to the junction of said road and the east line of Section 14; thence, South to the point of beginning, containing 21 acres, more or less.

Together with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the above-described real

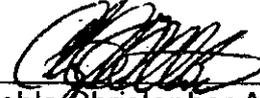
estates, except any parts of said real estates not utilized in the limited access portion of the above-described project.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Defendant, Terre Haute Savings Bank, is defaulted, that the Defendant, Vigo County, Indiana has disclaimed its interests, and that these two parties shall take nothing from this cause; that the Defendant, Stephen Mark Decker, shall recover damages of Two Hundred Sixty-four Thousand Five Hundred Dollars (\$264,500.00) together with interest of Three Thousand Six Hundred Forty-seven Dollars and Seventy-seven Cents (\$3647.77) and attorney fees of Two Thousand Five Hundred Dollars (\$2,500.00) as total just compensation in this cause, Two Hundred Thirty Thousand Dollars (\$230,000.00) of which has been paid to the Clerk of the Court; that the Plaintiff shall pay the Clerk of the Court Forty Thousand Six Hundred Forty-seven Dollars and Seventy-seven Cents; (\$40,647.77); and that the Clerk of the Court shall, on receipt of said funds, pay the Defendant, Stephen Mark Decker, Two Hundred Seventy Thousand Six Hundred Forty-seven Dollars and Seventy-seven Cents (\$270,647.77) and all the interest earned on the funds on deposit with the Court in full satisfaction of this judgment and all claims in this cause.

**IT IS FURTHER ORDERED** that the Clerk of the Court shall promptly send a certified copy of this "Amended Judgment on Verdict" to the Auditor and Recorder of Vigo County, Indiana; that the Auditor shall remove the above-described real estate from the tax records and rolls of the county and cancel all 2005 and subsequent years' taxes thereon; that the Recorder shall, pursuant to IC 8-23-7-31 and without payment of fee, record the transfer of the above-described real estate to the State of Indiana; and

that the Recorder shall submit evidence of this recorded transfer, by United States mail,  
to the Office of the Attorney General of Indiana.

Court Date: June 13, 2005

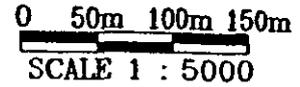


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The Honorable Christopher A. Newton  
Judge, Vigo Superior Court

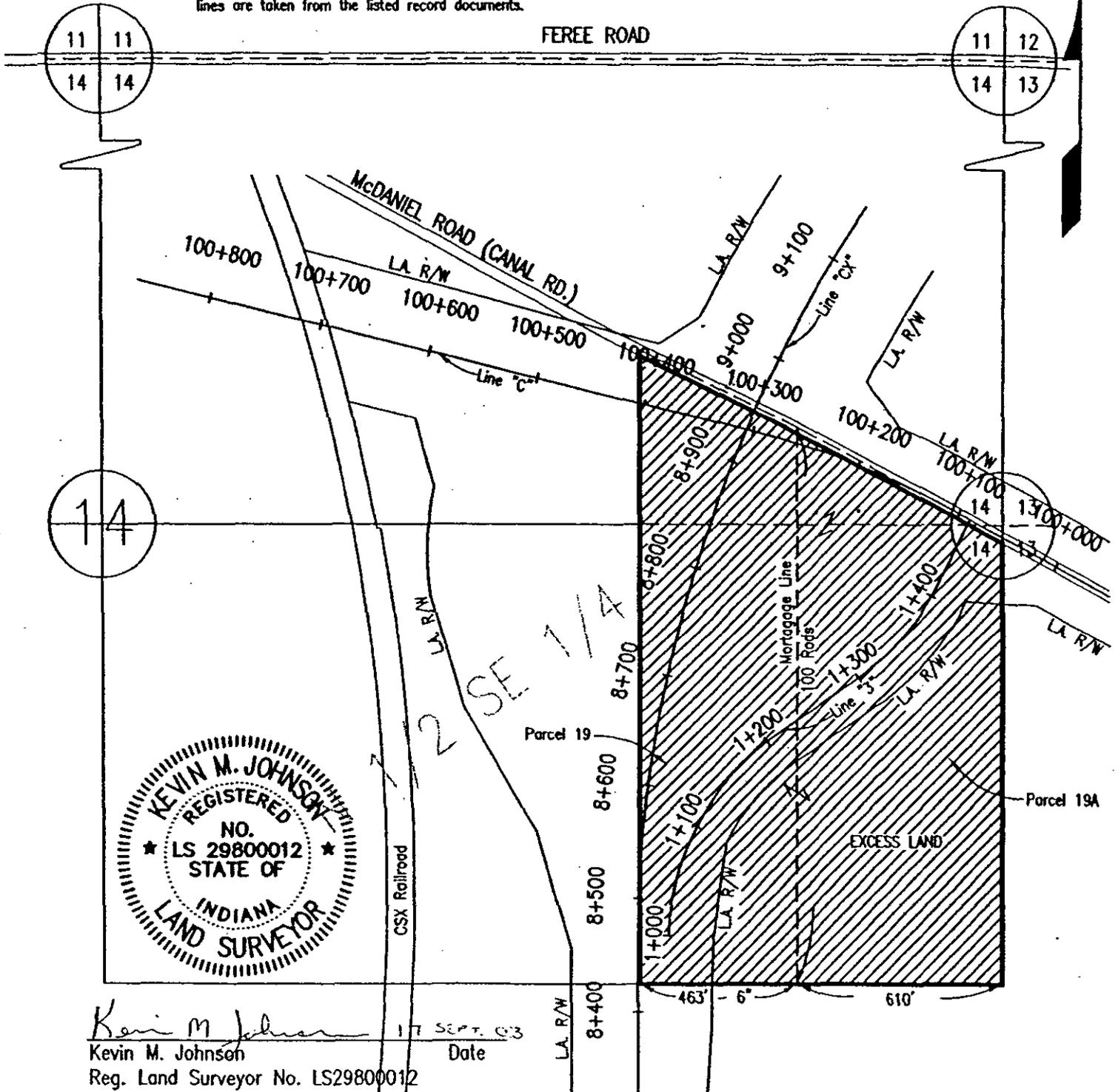
# RIGHT-OF-WAY PARCEL PLAT

Prepared for Indiana Department of Transportation  
by Bernardin Lochmueller & Associates, Inc. (Job No. 199-0305-ZES/ZESq)



This plot was prepared using information obtained from the County records. It does not represent a survey of the owner's property. Dimensions shown along the existing property lines are taken from the listed record documents.

FEREE ROAD



*Kevin M. Johnson*  
Kevin M. Johnson  
Reg. Land Surveyor No. LS29800012  
State of Indiana  
17 SEPT. 03  
Date

Rev. 9/17/2003 Changed Parcel to a total take with Excess Land K.M. Johnson

PARCEL: 19 OWNER: Decker, Stephen M.  
CODE: 3777  
PROJECT: STP-291-1(002)  
ROAD: U.S.R. 641  
COUNTY: Vigo  
SECTION: 14  
TOWNSHIP: 11 N.  
RANGE: 9 W.

HATCHED AREA IS THE APPROXIMATE TAKING

NOTE: PROPERTY LINE DIMENSIONS ARE SHOWN IN ENGLISH

DRAWN BY: K.M. Johnson 6/18/2002  
CHECKED BY: R.F. Lewis 7/9/2002  
DES. NO.: 9138220

DEED RECORD 416, PAGE 707, DATED 12/16/88  
" " 441, " 2949, " 12/22/95

Copies to:

Lawrence R. Miedema,  
Deputy Attorney General  
402 West Washington Street  
Indianapolis, Indiana 46204-2770

William W. Drummy  
Post Office Box 800  
333 Ohio Street  
Terre Haute, Indiana 47808

James O. McDonald  
Post Office Box 8328  
648 Walnut Street  
Terre Haute, Indiana 47808

Timothy E. Fears  
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500 Ohio Street  
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Gus Sacopulos  
676 Ohio Street  
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The Honorable James W. Bramble  
Auditor, Vigo County, Indiana  
1313 Oak Street  
Terre Haute, Indiana 47807

The Honorable *RAY WATTS*  
Recorder, Vigo County, Indiana  
199 Oak Street  
Terre Haute, Indiana 47807

SC: 231178

STATE OF INDIANA )  
 ) SS:  
COUNTY OF VIGO )

IN THE VIGO SUPERIOR COURT  
CAUSE NO. 84D04-0404-PL-3432

STATE OF INDIANA, )  
 )  
Plaintiff, )  
v. )  
 )  
STEPHEN MARK DECKER, )  
TERRE HAUTE SAVINGS BANK, )  
and VIGO COUNTY, INDIANA, )  
 )  
Defendants. )

RECEIVED  
Patricia R. Mansard  
JUN 13 2005  
Clerk of the  
Vigo Circuit Court

**AMENDED JUDGMENT ON VERDICT**

The Court, having heard the evidence, examined the record, and being duly advised, now **finds**:

1. The Plaintiff filed its "Complaint for Appropriation of Real Estate" in this cause on April 22, 2004, and the Defendants named in the complaint were served with notice as provided by statute.

2. The Defendant, Stephen Mark Decker, appeared by counsel with no objection to this cause on May 13, 2004.

3. The Defendant, Vigo County, Indiana, appeared by counsel with no objection to this cause on May 19, 2004. Vigo County later disclaimed its interests in this cause.

4. The Defendant, Terre Haute Savings Bank, did not appear in this cause.

5. On July 1, 2004, the Court condemned the real estate described below, and appointed three disinterested freeholders of Vigo County, Indiana to assess the benefits and damages, if any, resulting from the Plaintiff's appropriation.

6. On September 22, 2004, the appointed freeholders reported to the Court that the Defendants were entitled to receive total just compensation of Two Hundred Thirty Thousand Dollars (\$230,000.00) due to the Plaintiff's appropriation.

7. The Plaintiff and the Defendant, Stephen Mark Decker, filed timely exceptions to the "Report of Appraisers" in this cause.

8. On November 24, 2004, the Plaintiff paid the court appointed freeholders' fees and deposited Two Hundred Thirty Thousand Dollars (\$230,000.00) with the Clerk of the Court.

9. On May 20, 2005, a jury returned a verdict for the Defendant, Stephen Mark Decker, and awarded him damages of Two Hundred Sixty-four Thousand Five Hundred Dollars (\$264,500.00).

10. The Defendant, Stephen Mark Decker, is now entitled to recover Two Hundred Sixty-four Thousand Five Hundred Dollars (\$264,500.00) in this cause, Two Hundred Thirty Thousand Dollars (\$230,000.00) of which has been paid to the Clerk of the Court, for the real estate interests appropriated and for the damages resulting from the appropriation; and the Plaintiff owes the Defendants no other consideration in this cause.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Plaintiff, State of Indiana, now holds fee simple title, including all rights of possession, to the real estates described as:

Beginning at a point 610 feet West of the southeast corner of the North Half of the Southeast Quarter of Section 14, Township 11 North, Range 9 West, Vigo County, Indiana; thence, West 463 feet 6 inches; thence, due North to the center of Canal Road; thence, Southeasterly along the center of Canal Road to a point due North of the point of beginning, thence, South to the point of beginning, containing 18.50 acres, more or less, and

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Together with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the above-described real

estates, except any parts of said real estates not utilized in the limited access portion of the above-described project.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Defendant, Terre Haute Savings Bank, is defaulted, that the Defendant, Vigo County, Indiana has disclaimed its interests, and that these two parties shall take nothing from this cause; that the Defendant, Stephen Mark Decker, shall recover damages of Two Hundred Sixty-four Thousand Five Hundred Dollars (\$264,500.00) together with interest of Three Thousand Six Hundred Forty-seven Dollars and Seventy-seven Cents (\$3647.77) and attorney fees of Two Thousand Five Hundred Dollars (\$2,500.00) as total just compensation in this cause, Two Hundred Thirty Thousand Dollars (\$230,000.00) of which has been paid to the Clerk of the Court; that the Plaintiff shall pay the Clerk of the Court Forty Thousand Six Hundred Forty-seven Dollars and Seventy-seven Cents; (\$40,647.77); and that the Clerk of the Court shall, on receipt of said funds, pay the Defendant, Stephen Mark Decker, Two Hundred Seventy Thousand Six Hundred Forty-seven Dollars and Seventy-seven Cents (\$270,647.77) and all the interest earned on the funds on deposit with the Court in full satisfaction of this judgment and all claims in this cause.

**IT IS FURTHER ORDERED** that the Clerk of the Court shall promptly send a certified copy of this "Amended Judgment on Verdict" to the Auditor and Recorder of Vigo County, Indiana; that the Auditor shall remove the above-described real estate from the tax records and rolls of the county and cancel all 2005 and subsequent years' taxes thereon; that the Recorder shall, pursuant to IC 8-23-7-31 and without payment of fee, record the transfer of the above-described real estate to the State of Indiana; and

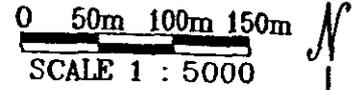
that the Recorder shall submit evidence of this recorded transfer, by United States mail, to the Office of the Attorney General of Indiana.

Court Date: June 13, 2005

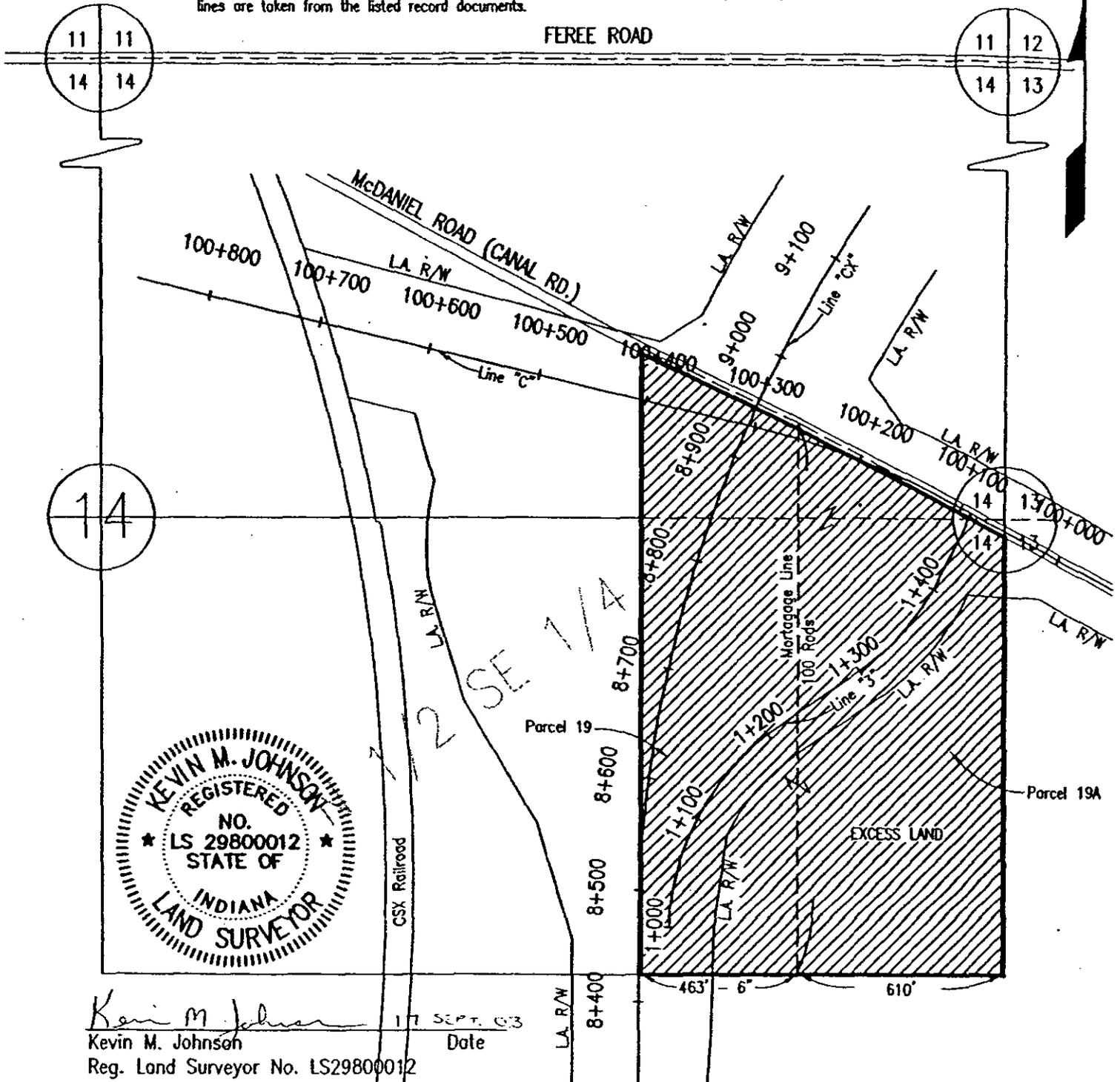
  
\_\_\_\_\_  
The Honorable Christopher A. Newton  
Judge, Vigo Superior Court

# RIGHT-OF-WAY PARCEL PLAT

Prepared for Indiana Department of Transportation  
by Bernardin Lochmueller & Associates, Inc. (Job No. 199-0305-ZES/ZESQ)



This plat was prepared using information obtained from the County records. It does not represent a survey of the owner's property. Dimensions shown along the existing property lines are taken from the listed record documents.



*Kevin M. Johnson*  
Kevin M. Johnson  
Reg. Land Surveyor No. LS29800012  
State of Indiana  
17 SEPT. 03  
Date

Rev. 9/17/2003 Changed Parcel to a total take with Excess Land K.M. Johnson

PARCEL: 19 CODE: 3777 PROJECT: STP-291-1(002) ROAD: U.S.R. 641 COUNTY: Vigo SECTION: 14 TOWNSHIP: 11 N. RANGE: 9 W.	OWNER: Decker, Stephen M.  HATCHED AREA IS THE APPROXIMATE TAKING  NOTE: PROPERTY LINE DIMENSIONS ARE SHOWN IN ENGLISH	DRAWN BY: K.M. Johnson 6/18/2002 CHECKED BY: R.F. Lewis 7/9/2002 DES. NO.: 9138220  DEED RECORD 416, PAGE 707, DATED 12/16/88 " " 441, " 2949, " 12/22/95
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Copies to:

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Deputy Attorney General  
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The Honorable James W. Bramble  
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1313 Oak Street  
Terre Haute, Indiana 47807

The Honorable *RAY WATTS*  
Recorder, Vigo County, Indiana  
199 Oak Street  
Terre Haute, Indiana 47807

SC: 231178

CIVIL NOTICE  
VIGO SUPERIOR COURT, DIV. 4  
VIGO COUNTY COURTHOUSE  
33 SOUTH THIRD STREET  
TERRE HAUTE IN 47807

STATE OF IND V DECKER ET AL

84D04-0404-PL-03432

TO: LAWRENCE RAY MIEDEMA  
IGCS 5TH FLOOR  
302 WEST WASHINGTON STREET  
INDIANAPOLIS IN 46204-0000

ATTORNEYS

PARTIES

14396-49 LAWRENCE MIEDEMA  
4607-84 WILLIAM DRUMMY

PLAINTIFF  
STATE OF INDIANA

9473-84 JAMES MCDONALD

DEFENDANT  
STEPHEN M DECKER  
TERRE HAUTE SAVINGS BANK  
VIGO COUNTY INDIANA

15160-84 TIMOTHY FEARS

MEDIATOR  
GUS SACOPULOS

06/13/2005

AMENDED JUDGMENT ON VERDICT; the plaintiff, State of Indiana, now holds fee simple title, including all rights of possession, to said real estate, Clerk of the Court shall send a certified copy of this "Amended Judgment on Verdict" to the Auditor and Recorder of Vigo County Indiana, see order.  
kb

06/16/2005

Clerks date of entry in the judgment docket 06/16/05. cs

STATE OF INDIANA )  
 ) SS:  
COUNTY OF VIGO )

IN THE VIGO SUPERIOR COURT  
CAUSE NO. 84D04-0404-PL-3432

STATE OF INDIANA, )  
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Plaintiff, )  
v. )  
 )  
STEPHEN MARK DECKER, )  
TERRE HAUTE SAVINGS BANK, )  
and VIGO COUNTY, INDIANA, )  
 )  
Defendants. )

**RECEIVED**  
Patricia R. Mansard  
JUN 13 2005  
Clerk of the  
Vigo Circuit Court

**AMENDED JUDGMENT ON VERDICT**

The Court, having heard the evidence, examined the record, and being duly advised, now **finds**:

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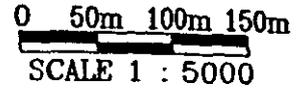
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Court Date: June 13, 2005

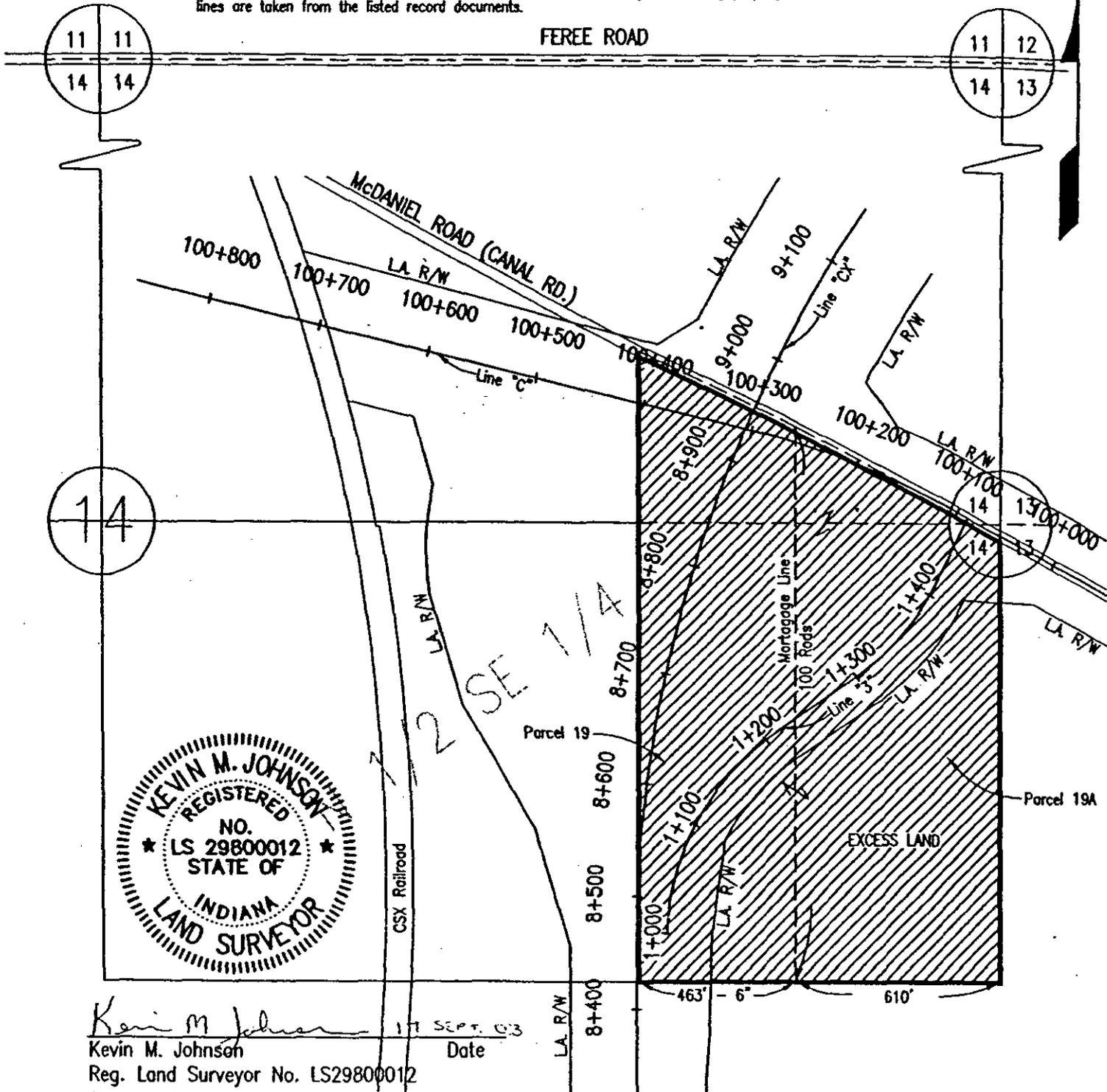
  
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The Honorable Christopher A. Newton  
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# RIGHT-OF-WAY PARCEL PLAT

Prepared for Indiana Department of Transportation  
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*Kevin M. Johnson*  
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Rev. 9/17/2003 Changed Parcel to a total take with Excess Land K.M. Johnson

PARCEL: 19 CODE: 3777 PROJECT: STP-291-1(002) ROAD: U.S.R. 641 COUNTY: Vigo SECTION: 14 TOWNSHIP: 11 N. RANGE: 9 W.	OWNER: Decker, Stephen M.  HATCHED AREA IS THE APPROXIMATE TAKING NOTE: PROPERTY LINE DIMENSIONS ARE SHOWN IN ENGLISH	DRAWN BY: K.M. Johnson 6/18/2002 CHECKED BY: R.F. Lewis 7/9/2002 DES. NO.: 9138220  DEED RECORD 416, PAGE 707, DATED 12/16/88 " " 441, " 2949, " 12/22/95
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1313 Oak Street  
Terre Haute, Indiana 47807

The Honorable *RAY WATTS*  
Recorder, Vigo County, Indiana  
199 Oak Street  
Terre Haute, Indiana 47807

SC: 231178

**Lease between the Indiana Department of Transportation  
and Stephen M. Decker**

This Lease is entered into by and between the State of Indiana acting by and through the Indiana Department of Transportation (hereinafter "Lessor") and Stephen M. Decker of Vigo County, Indiana (hereinafter, "Lessee"). The signatories for the Lessor and Lessee warrant and represent that they have been duly authorized to execute this Lease on behalf of the Lessor and Lessee respectively.

In consideration of the promises and obligations specified in this Lease, Lessor and Lessee agree as follows:

**1. Description of Leased Premises.** Lessee agrees to lease from Lessor and Lessor agrees to lease to Lessee the ground surface of those premises situated in the 5639 McDaniel Road, Terre Haute, IN 47802, County of Vigo, State of Indiana. The Leased Premises are shown on the map or plat attached hereto as Exhibit A, incorporated herein, and more particularly described as:

Code No.: 3777

Parcel No.: 19

Project No.: STP-291-1 (002)

Address: 5639 McDaniel Road  
Terre Haute, IN 47802

Lessee accepts the Leased Premises in AS-IS condition. LESSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES AS TO FITNESS OF THE LEASED PREMISES FOR LESSEE'S INTENDED USE.

**2. Term of Lease.**

A. This Lease shall be effective for a period of not less than thirty (30) days and not more than one (1) year. It shall commence on the 1st day of February, 2005, and end on or before the 30th day of April, 2005.

B. Renewals. Not less than thirty (30) days prior to the expiration of the then-current term, Lessee may notify Lessor in writing of its desire to renew this Lease, and the parties will negotiate in good faith to agree upon rent, length of renewal, and any additional terms and conditions that may be necessary and appropriate. The term of the renewed Lease cannot be longer than the term of the original Lease. Total remuneration under the Lease renewal shall not exceed \$332.00.

**3. Consideration.** The total agreed rent for the entire term of this Lease shall not exceed the sum of \$996.00, payable in equal consecutive monthly installments of \$332.00, which represents an annual square foot amount of \$ N/A.

**4. Method of Payment.**

A. All monthly installments of rent are due and payable without invoice, statement, or additional notification by Lessor, on the first day of each month.

B. All monthly installments of rent shall be made in cash or other good funds payable to **Indiana Department of Transportation, at the office of the Agent Cashier, Accounting and control Division, Room 725N, Indiana Government Center North, 100 N. Senate Avenue, Indianapolis, IN 46204-2249.**

C. If the term of this Lease does not begin on the first day of a calendar month, or if this Lease does not terminate or is not terminated on the last day of a calendar month, then the rent for any period less than a calendar month will be prorated based upon the number of days in the partial month for which the lease is effective.

**5. Permitted Use by Lessee:**

A. Lessee shall not permit wrecked or disabled vehicles to be parked or stored on the Leased Premises, shall not conduct automobile wrecking or salvage operations on the Leased Premises, shall not permit the storage or sale of gasoline or petroleum products on the Leased Premises, and shall not permit alcoholic beverages to be brought onto or used at the Leased Premises.

C. Lessee shall not cause, allow, or permit any Hazardous Material (as that term is defined by any applicable federal, state, or local law, statute, ordinance, rule or regulation) to be brought upon, generated, manufactured, stored, handled, disposed of, or used at, on, about, or beneath the Leased Premises or any portion of the Leased Premises.

D. Lessee shall not cause, allow, or permit any materials, equipment, or motor vehicles on the Leased Premises which Lessor deems, in its sole discretion, may cause an increase in fire or any other hazard, or may impair the use, safety, security or appearance of, any adjoining or adjacent or elevated Interstate Highway or other public highway structure or appurtenances thereto.

**6. Installation of Improvements, Fixtures, Signs.**

A. Lessee is not permitted to make any changes or additions to the premises without the written consent of Lessor.

**7. Maintenance of the Leased Premises.**

A. Lessee shall, at its sole cost and expense, keep and maintain the Leased Premises free of all weeds, debris, trash, snow and ice, and shall keep all landscaping trimmed and in a neat and orderly appearance.

B. Lessee shall take all other steps necessary to maintain the Leased Premises in an orderly, clean, safe and sanitary condition.

**8. Right of Entry; Adjustment of Rent.**

A. Lessor, its employees, agents, contractors, and the Federal Highway Administration, its employees, agents, and contractors, shall have the absolute and unfettered right to enter the Leased Premises throughout the term of this Lease for the purposes of inspection and for making repairs, performing maintenance, enforcing security, or doing any other act deemed necessary in order to repair, improve, support, maintain the premises or secure any adjoining or adjacent or elevated Interstate Highway

or other public highway structure or appurtenances thereto. Lessor, its employees, agents, contractors, and the Federal Highway Administration, its employees, agents, and contractors shall have the right to bring upon the Leased Premises, workmen and materials necessary to undertake such work, and shall have the right to remove from the Leased Premises any materials, equipment, or motor vehicles which are in violation of paragraph 6, above. Such entry may be undertaken with no notice to Lessee in the event of an emergency. Lessee shall, at Lessor's request, remove from the Leased Premises any and all materials, equipment, or motor vehicles necessary to permit such work or inspection. When possible, Lessor will use reasonable efforts to give Lessee thirty (30) days written notice of any entry made under this paragraph.

9. **Liens.** Lessee shall not cause any liens to be filed against the Leased Premises as a result of any work done on its behalf. Should such a lien be filed, Lessee shall discharge such lien within thirty (30) days of receipt of notice of the lien and provide Lessor with proof of such discharge.

10. **Quiet Enjoyment.** Lessor represents and warrants that it owns the Leased Premises free and clear of all liens and encumbrances. Subject to the terms and provisions of this Lease, including but not limited to the Right of Entry set forth in paragraph 10, above, Lessor warrants that Lessee's peaceable and quiet enjoyment, possession and use of the Leased Premises shall not be disturbed.

11. **Insurance; Certificate of Insurance.** At all times during this Lease, Lessee shall, at its sole cost and expense, provide the following insurance coverage:

A. Comprehensive and general public liability insurance against claims for personal injury, death or property damage occurring in connection with Lessee's use and occupancy of the Leased Premises. The limits of such insurance shall not be less than One Million Dollars (\$1,000,000) combined single limit per occurrence, Three Million Dollars (\$3,000,000) aggregate, and shall contain a deductible clause not greater than Twenty-five Thousand Dollars (\$25,000).

B. Lessee shall obtain renter's insurance on personal property. Lessor shall not be responsible for the loss, destruction or damage to personal property

12. **Indemnification.** Lessee agrees to indemnify, defend and hold harmless Lessor, its employees, officials, and agents from all claims and suits, including but not limited to court costs and reasonable attorney's fees, caused by any act or omission of Lessee, its employees, agents, contractors, business invitees or guests arising out of this Lease. Lessee may look to IC 34-13-2 of the Tort Claims Act and IC 34-30-9-2 for allowable protection in this area from Lessor.

13. **Assignment and Subletting.** Lessee shall not assign this Lease, sublet the Leased Premises, or any part thereof, or permit the use or occupancy of any part of the Leased Premises, by anyone other than Lessee, its officers, agents, or employees, without the prior written consent of Lessor, which consent may reasonably or unreasonably be withheld.

**14. Sale or Conveyance of the Leased Premises.** Lessor shall have the right to transfer, sell, or convey the premises or its interest in this Lease at any time during the term of this Lease and the option terms, without the consent or approval of Lessee. At such point Lessor shall exercise its right to terminate this lease with thirty (30) days notice to Lessee.

**15. Abandonment of Premises.** Lessee understands and agrees that if it abandons the Leased Premises during the term of this Lease, Lessee shall not be relieved of its duties and obligations under this Lease. Lessor, however, promises that if Lessee fails to exercise its right to perform under this Lease, Lessor shall use reasonable efforts to re-let the Leased Premises and set off against rents due from Lessee any rent collected from others for their use of the Leased Premises. Nothing in this clause shall prevent Lessor or Lessee from negotiating a termination of this Lease.

**16. Surrender and Holding Over**

A. Upon expiration or termination of this Lease, Lessee shall remove all of its improvements, fixtures and other movable personal property, unless Landlord has agreed in writing that some or all of the improvements, fixtures or moveable personal property may remain, and shall surrender the Leased Premises to Lessor in the same condition as the Leased Premises were at the beginning of this Lease, ordinary wear and tear, and damage by the elements, excepted.

B. In the event Lessee remains in possession of the Leased Premises after this Lease has expired or been terminated, the resulting tenancy shall be construed as a tenancy from month-to-month and monthly rental shall be One Hundred and Ten percent (110%) of the rent being paid at the time the holdover occurs.

**17. Default by Lessee.**

A. If Lessee defaults in the payment of rent, or defaults in the performance of any of the covenants or conditions in this Lease, Lessor shall give Lessee notice of such default. If Lessee does not cure any rent default within five (5) business days, or such other default within ten (10) days, or if Lessee make an arrangement for the benefit of its creditors, or if a trustee or receiver is appointed for Lessee, or if a petition for bankruptcy or insolvency is filed by or against Lessee, or if Lessee is adjudicated a bankrupt or adjudged insolvent, then Lessor may terminate this Lease on not less than ten (10) days, and on the date specified in said notice, this Lease shall terminate and Lessee shall quite and surrender the Leased Premises to Lessor, but Lessee shall remain liable as provided below.

B. Where Lessor has recovered possession of the Leased Premises by reason of Lessee's default, Lessor may cause the Leased Premises to be prepared for re-leasing, and may re-lease the Leased Premises, or any part thereof. Lessee shall remain liable for the cost of the expense of re-leasing and for damages equal to the rent due and owing under this Lease less any rent received as a result of re-leasing. In the event of such termination, Lessor shall have a lien to secure the payment and performance of all obligations by Lessee to be performed under this Lease on all personal property, fixtures and improvements that may be placed by Lessee on the Leased Premises.

**18. Early Termination by Lessor.** Lessor may terminate this Lease without penalty upon thirty (30) days written notice to Lessee if Lessor determines that it needs the Leased Premises for a purpose authorized by statute.

**19. Nondiscrimination.** Pursuant to Indiana Code 22-9-1-10 and the Civil Rights Act of 1964, Lessor and its Sub-Lessors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Lease. Acceptance of this Lease also signifies compliance with applicable federal laws, regulations and Executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability, or status as a veteran.

**20. Conflict of Interest.** As used in this paragraph:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party”, means:

1. The individual executing this Lease;
2. An individual who has an interest of three percent (3%) or more of Lessor, if Lessor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Department” means the Indiana Department of Administration.

“Commission” means the State Ethics Commission.

A. The Department may cancel this Lease without recourse by Lessor if any interested party is an employee of the State of Indiana.

B. The Department will not exercise its right of cancellation under subparagraph B above if Lessor gives the Department an opinion by the Commission indicating that the existence of this Lease and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Lease consistent with an opinion of the Commission obtained under this section.

C. Lessor has an affirmative obligation under this Lease to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this subparagraph extends only to those facts that Lessor knows or reasonably could know.

**21. Entire Agreement; Modification.** This Lease, upon complete execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Lease. This Lease may be modified at any time by a written agreement signed by Lessee and all necessary signatories of the Lessor.

**22. Indiana Law.** This Lease shall be interpreted in accordance with and be governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

**23. Drug-Free Workplace Certification.**

The Lessee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Lessee will give written notice to the Lessor and the Department of Administration within ten (10) days after receiving actual notice that Lessee or an employee of the Lessee has been convicted of a criminal drug violation occurring in the Leased Premises.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of lease payments, termination of this Lease, and/or debarment of leasing opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total lease amount set forth in this Lease is in excess of \$25,000.00, Lessee hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all leases with and grants from the State of Indiana in excess of \$25,000.00. No award of a lease shall be made, and no lease, purchase order, or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Lessee and made a part of this Lease.

The Lessee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Lessee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Lessee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph A above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Lessee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing the Lessor and the Department of Administration within ten (10) days after receiving notice from an employee under subdivision C (2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision C (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of sub-paragraphs A through E above.

**24. Funding Cancellation.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a contract, the contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**25. Ethics Compliance.** The Lessee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Lessee is not familiar with these ethical requirements, the Lessee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Lessee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this agreement immediately upon notice to the Lessee. In addition, the Lessee may be subject to penalties under Indiana Code § 4-2-6-12.

**26. Non-Collusion and Acceptance.** The undersigned attests under penalties of perjury that he/she is the Lessee, or is the representative, agent, member, or officer of the Lessee, that he/she has not, nor has any other member, employee, representative, agent, or officer of the Lessee, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Lease, other than that which appears upon the face of this Lease.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

**MEMO**  
**Division of Area of Fee Taking**

Date: June 18, 2002

TO: Appraisers, Buyers and all working with this Parcel

FROM:

RE: Parcel No.: 19  
Project: STP-291-1(002)  
Code: 3777  
Road: U.S.R. 641

**RER:**

Roadway Area ( <i>area under pavement</i> )	0.105 acres
Pavement edge to Ex. R/W ( <i>area not under pavement</i> )	0.072 acres

<b>Taking Area (excluding Existing R/W)</b>	15.388 acres
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**MEMO**  
**Division of Area of Fee Taking**

Date: June 18, 2002

TO: Appraisers, Buyers and all working with this Parcel

FROM:

RE: Parcel No.: 19A  
Project: STP-291-1(002)  
Code: 3777  
Road: U.S.R. 641

**RER:**

Roadway Area ( <i>area under pavement</i> )	0.141 acres
Pavement edge to Ex. R/W ( <i>area not under pavement</i> )	0.095 acres

<b>Taking Area (excluding Existing R/W)</b>	<b>7.856 acres</b>
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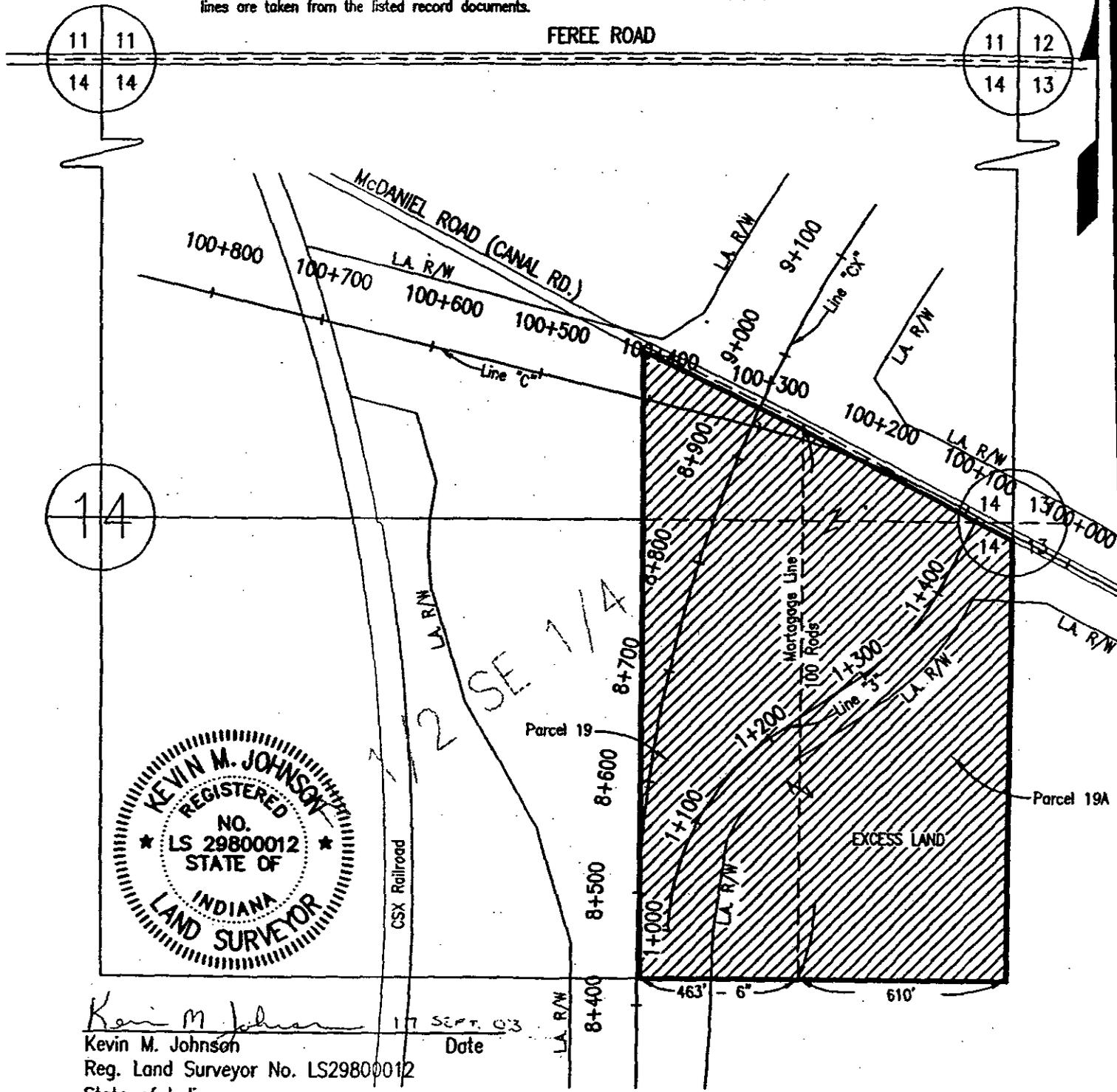
# RIGHT-OF-WAY PARCEL PLAT

SHEET 1 OF

Prepared for Indiana Department of Transportation  
by Bernardin Lochmueller & Associates, Inc. (Job No. 199-0305-ZES/ZESQ)

0 50m 100m 150m  
SCALE 1 : 5000

This plat was prepared using information obtained from the County records. It does not represent a survey of the owner's property. Dimensions shown along the existing property lines are taken from the listed record documents.



*Kevin M. Johnson*  
Kevin M. Johnson  
Reg. Land Surveyor No. LS29800012  
State of Indiana  
Date 17 SEPT. 03

Rev. 9/17/2003 Changed Parcel to a total take with Excess Land K.M. Johnson

PARCEL: 19	OWNER: Decker, Stephen M.	DRAWN BY: K.M. Johnson 6/18/2002
CODE: 3777		CHECKED BY: R.F. Lewis 7/9/2002
PROJECT: STP-291-1(002)		DES. NO.: 9138220
ROAD: U.S.R. 641	 <b>HATCHED AREA IS THE APPROXIMATE TAKING</b>	<b>DEED RECORD 416, PAGE 707, DATED 12/16/88</b> " " 441, " 2949, " 12/22/95
COUNTY: Vigo		
SECTION: 14	NOTE: PROPERTY LINE DIMENSIONS ARE SHOWN IN ENGLISH	
TOWNSHIP: 11 N.		
RANGE: 9 W.		

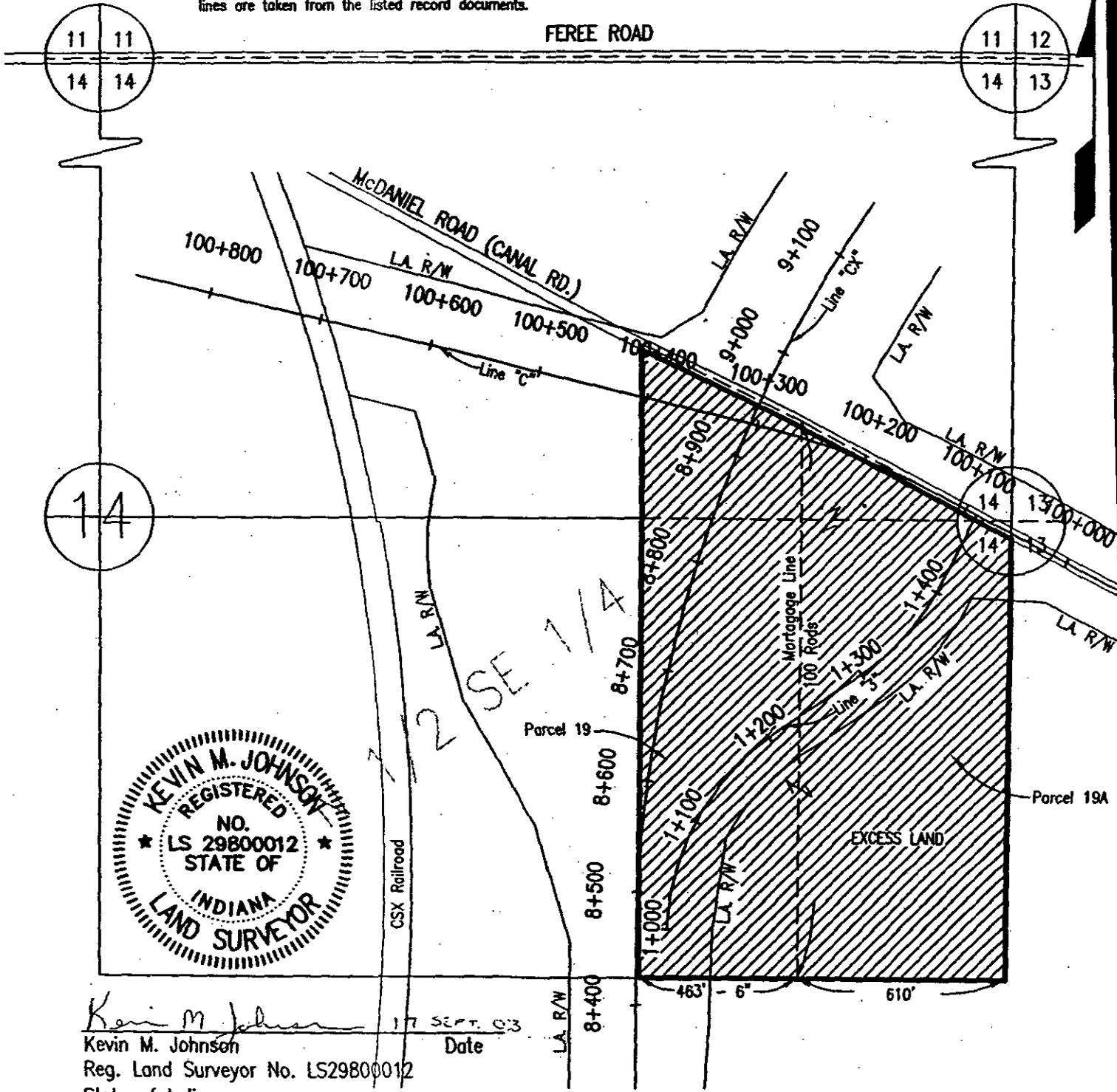
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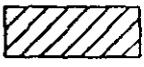
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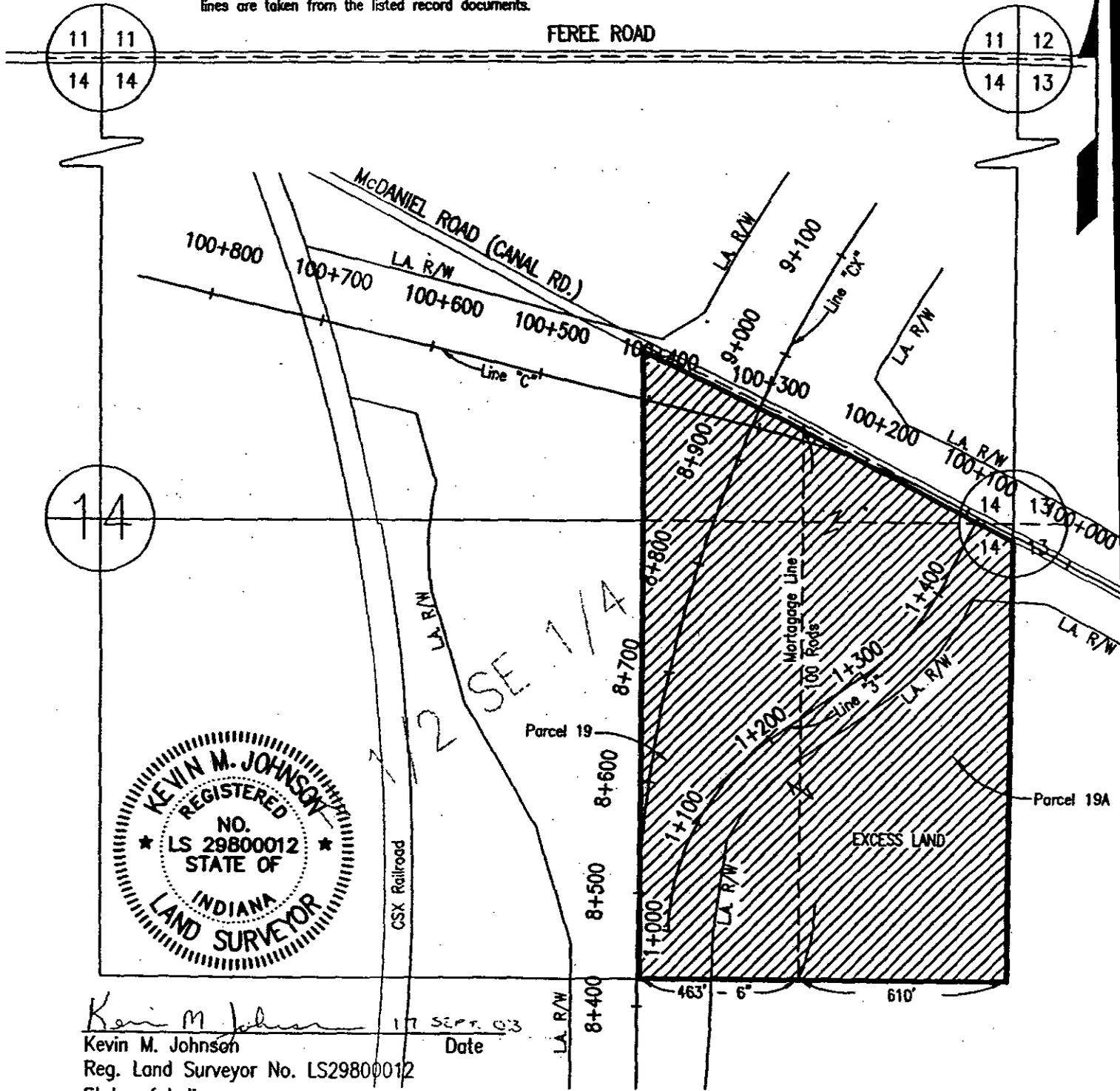
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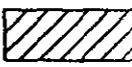
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