



December 20, 2011

Indiana University Foundation  
P.O. Box 500  
Bloomington, IN 47402  
Attention: Mr. John Wilhite

RE: Phase I Environmental Assessment  
30.31 Acre Property  
NW Corner of Old Indiana 57 & Hwy 57  
Evansville, IN 47725  
Aegis Project No.: 11-016

Dear Mr. Wilhite:

In accordance with your request, Aegis Environmental, Inc. (Aegis) performed a Phase I Environmental Site Assessment (ESA) on the above-referenced site. It is our pleasure to transmit our findings.

This ESA was performed in general conformance with the scope and limitations of the American Society for Testing and Materials (ASTM) *Standard Practice for Environmental Site Assessments: Phase I Environmental Process*, designation E 1527-05 which includes the Environmental Protection Agency (EPA) All Appropriate Inquiry (AAI) rule. The purpose of this Phase I ESA was to identify, to the extent feasible and required, recognized environmental conditions (REC's) in connection with the site.

We appreciate the opportunity to work with you on this project. If you have any questions or comments regarding this report, or if we can be of further service to you, please do not hesitate to contact us. Thank you.

Sincerely,  
**Aegis Environmental, Inc.**



Phillip G. Ball  
Project Manager



Bruce E. Bultman, LPG  
Principal Geologist



**PHASE I ENVIRONMENTAL ASSESSMENT  
30.31 ACRE PROPERTY  
NW CORNER OF OLD INDIANA 57 & HIGHWAY 57  
EVANSVILLE, IN 47725  
PROJECT NO.: 11-016**

**PREPARED FOR:**

**INDIANA UNIVERSITY FOUNDATION  
BLOOMINGTON, INDIANA**

**DECEMBER 20, 2011**

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## **1.0 EXECUTIVE SUMMARY**

This report presents the methodology and findings of a Phase I Environmental Site Assessment (ESA) conducted for Indiana University Foundation (“Client”) by Aegis Environmental, Inc. (Aegis) on November 23, 2011. This Phase I ESA was performed in general conformance with the scope and limitations of the American Society for Testing and Materials (ASTM) “Standard Practices for Environmental Site Assessments: Phase I Environmental Process,” designation E 1527-05 Environmental Protection Agency (EPA) All Appropriate Inquiry (AAI) rule. The purpose of the Phase I ESA was to identify, to the extent possible, Recognized Environmental Conditions (RECs) in connection with the Site. The Phase I ESA included a Site reconnaissance, interviews, and a review of reasonably ascertainable regulatory and historical documentation and records. Any exceptions to, or deletions from this practice are described in Section 11.0 of this report.

The Site is located in a mixed residential and agricultural area in Evansville, Indiana. Specifically, the “Site” is located to the northwest of the intersection of Old Indiana 57 and Highway 57. The Site is approximately 30.31 acres of farmland. The Site is currently owned by Henke Development Group, LLC (Henke).

Based upon the information obtained and evaluated as part of this Phase I ESA, no RECs or Historical Recognized Environmental Conditions (HRECs) were identified in association with the Site.

This Executive Summary provides a summation of the Phase I ESA and is not intended to be all inclusive. The following report describes the inspection activities and provides an expanded discussion of Phase I ESA.

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as described in 312.10 of 40 CFR 312 and we have the specific qualifications based on education, training, and experience to assess a property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

## 2.0 INTRODUCTION

This report presents the methodology and findings of a Phase I ESA conducted for the Client by Aegis on November 23, 2011. Authorization to conduct this project was granted by Mr. John Wilhite of Indiana University Foundation. This Phase I has been performed in general accordance with the scope and limitations of the ASTM “Standard Practices for Environmental Site Assessments: Phase I Environmental Process,” designation E 1527-05.

### **2.1 Purpose and Scope of Work**

The purpose of this Phase I ESA was to identify any environmental conditions and potential areas of environmental concern, as they exist at the time of the inspection. Such conditions include RECs, HRECs, de minimis conditions, and business environmental risks.

RECs are defined as: “The presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include *de minimis* conditions that generally do not present a material risk or harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of the appropriate governmental agencies.”

HRECs are defined as: “An environmental condition which in the past would have been considered a REC, but may or may not be considered a REC currently.”

Business environmental risk is defined as: “A risk which can have a material environmental or environmentally driven impact on the business associated with current or planned use of a parcel of commercial real estate, not necessarily limited to those environmental issues required to be investigated in this practice.”

The Phase I ESA consisted of a review of records, a visual survey of the Site and surrounding area, interviews with persons familiar with the Site and with local government representatives.

### **2.2 Limitations and Exceptions of Assessment**

This Phase I ESA was prepared in general compliance with the ASTM Standard Practice, E 1527-05, which sets forth guidelines for Phase I Environmental Site Assessments. Aegis procedures meet the ASTM E 1527-05 requirements. Aegis’s professional opinions are based on reasonably obtainable, publicly available information; a Site inspection by Aegis; and any information provided to Aegis by the owner/operator of the Site and their representatives. No other warranty is given or implied by this report. A more extensive investigation beyond the scope of this Phase I ESA could provide additional information concerning Site specific conditions. Aegis has reviewed the available information for this Site and will not be responsible for conditions arising from concealed or incorrect information. In addition, areas that were not accessible or would have required demolition

or excavation in order to investigate, such as pavement, walls, or floors were not inspected. No monitoring or chemical analysis of building materials, soils, surface water, drinking water, or groundwater were performed as part of this assessment, except as noted in this report. Aegis services were limited to the scope of work as described in the aforementioned sections.

No Phase I ESA can wholly eliminate uncertainty regarding the potential for RECs in connection with the Site. Performance of a Phase I ESA within the scope of limitations of the ASTM E 1527-05 standard is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with the Site, subject to reasonable limits of time and cost.

### **2.3 User Reliance**

This report has been prepared for the exclusive use of the Client and persons or organizations that the Client wishes to make this report available. This report and the findings and conclusions contained herein shall not, in whole or in part, be relied upon by any party other than the Client, without the prior written consent of Aegis. In accordance with the ASTM “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process” E1527-05, the information in this report, in its entirety, can be relied upon for 180 days. After 180 days, and prior to using the information contained herein, this report should be updated in accordance with ASTM and federal standards.

## **3.0 SITE DESCRIPTION**

### **3.1 Site Location**

Site Address:           NW Corner of Old Indiana 57 and Hwy 57  
                              Evansville, IN 47225  
                              Vanderburgh County

The Site is located to the northwest of the intersection of Old Indiana 57 and Highway 57 in Evansville, Indiana. The Site may be located (as shown on Figure 1) using the Elberfeld, Indiana topographic quadrangle map.

### **3.2 Site Vicinity Description**

The land use in the vicinity of the Site is used for residential and agricultural purposes.

### **3.3 Current Property Use**

The Site is currently utilized as farmland.

### **3.4 Site Description**

Photographs of the Site showing pertinent features are included in Appendix A. The Site is approximately 30.31 acres of farmland (Photograph 1). The day of the Site walk the crops had been recently harvested and consisted primarily of bare soil and remnants of soybeans. A dirt/gravel access road runs east and west through the central portion of the Site (Photograph 2). The structural remnants of a small building with a basement, approximately 8 feet by 10 feet in size are located on the east central edge of the Site (Photograph 3).

### **3.5 Current Adjoining Property Uses**

The Site is bordered to the north by farmland (Photograph 4) and to the northwest by residences (Photograph 5). The Site is bordered to the east by Highway 57 and farmland. Old Indiana 57 borders the Site to the south and to the west. Further to the south and west is farmland (Photograph 6).



## **4.0 USER PROVIDED DOCUMENTS/INFORMATION**

The purpose of this section is to describe tasks to be performed by the Client that will help identify the possibility of RECs in connection with the property. A questionnaire was provided to the Client in order to gather information that may be material to identifying RECs. A copy of the completed questionnaire is included in Appendix B.

### **4.1 Title Records**

The Client provided a copy of the title work performed by First American Title Insurance Company. The title work performed did not identify any environmental liens or activity and use limitations recorded against the property deed. However, the title work only identified the current owner and did not provide ownership records back to 1940 or the properties first developed use. A copy of the title search performed for the Client is included in Appendix C.

### **4.2 Environmental Liens**

As indicated on the completed questionnaire, the Client is not aware of any known environmental liens or activity and use limitations (AUL's) potentially affecting the Site.

### **4.3 Specialized Knowledge**

As indicated on the questionnaire, the Client does not have specialized knowledge of the Site.

### **4.4 Commonly Known Information**

As indicated on the completed questionnaire, the Client does not know or have any information about the property which would help to identify conditions indicative of releases or threatened releases.

### **4.5 Valuation Reduction for Environmental Issues**

As indicated on the completed questionnaire, the Client indicated that the price being asked for the property reasonably reflects the fair market value and does not reflect a reduction based upon environmental issues.

### **4.6 Owner and Occupant Information**

Other than information already contained in this report, the Client does not know or have any owner and occupant information about the property which would help identify conditions indicative of releases or threatened releases.

### **4.7 Reason for Performing Phase I Environmental Site Assessment**

This Phase I ESA has been performed in agreement with the Client to determine if there are any RECs as defined in ASTM E 1527-05 in connection with the Site as of the date of the Site reconnaissance and this report.

## **5.0 RECORDS REVIEW**

### **5.1 Physical Setting Sources**

Current topographic map and soil survey information were reviewed. The purpose of reviewing the topographic setting is to examine the development and use of the Site and surrounding areas. The purpose of reviewing the soil survey is to determine the surficial geology and establish contaminate transport pathways.

#### **5.1.1 Current Topographic Map**

The Elberfeld, Indiana, quadrangle topographic map was reviewed to examine the topography, drainage features, and land use of the Site and surrounding area. The topographic map (Figure 1) was published by the U.S. Geological Survey (USGS) in 1988.

The nearest body of surface water is an unnamed lake approximately 900 feet to the east of the Site. The topography of the Site is mostly flat, with a ground surface elevation of 446 feet above mean sea level. Topographic slope in the area of the Site is generally towards the east. Local patterns of groundwater flow in shallow unconsolidated deposits are controlled primarily by topography and proximity to local surface water features, such as lakes and creeks. It is presumed that local groundwater flow in the vicinity of the Site is generally towards the unnamed body of water to the east.

#### **5.1.2 Soil Survey Map**

An aerial photograph illustrating the United States Department of Agriculture (USDA) Soil Survey Map was viewed on the USDA website. According to the USDA Soil Survey, the Site is underlain by Hosmer silt loam (2 to 6 percent slopes) (HoB2), Hosmer silt loam 2 to 6 percent slopes, severely eroded) (HoB3), Hosmer silt loam (6 to 12 percent slopes, severely eroded) (HoC3), and Stendal silt loam (St).

No historical environmental concerns, such as fill areas, were identified from review of the USDA Soil Survey map for the Site or adjacent properties.

### **5.2 Historical Use Information on Site and Adjoining Properties**

The purpose of reviewing past and current ownership records is to obtain information regarding possible past uses of the property, which in turn, may have had an impact on the property. Records providing ownership information typically include land title records, past city directories, and Sanborn Fire Insurance Maps. The following briefly describe the findings of our search.

### **5.2.1 Land Title Records**

The Client provided a copy of the title work performed by First American Title Insurance Company. Title and deed information is provided in Appendix C. The title work did not identify any environmental liens or activity and use limitations recorded against the property deed. However, the title work only identified the current owner and did not provide ownership records back to 1940 or the properties first developed use.

According to the title work, the Site is owned by [REDACTED] and was acquired from [REDACTED] on August 13, 1999. Prior to [REDACTED] the Site was owned by [REDACTED].

According to the title work oil and gas leases and underground coal leases had previously been recorded at the Site (Appendix C). A review of the Department of Natural Resources Oil and Gas records and the Indiana Coal Mine Information System do not indicate that any oil or gas wells, mine entries, surface mines, underground mines, or mine subsidence are present at the Site.

### **5.2.2 Historical Topographic Maps**

Historical topographic maps were reviewed to depict past activities on the Site and surrounding areas. In addition to showing the shape and elevation of terrain, these maps also show residential, commercial, and industrial development. Historical topographic maps for the Site and vicinity were provided by Environmental Data Resources, Inc (EDR) for the years 1902, 1961, 1980, and 1988. Copies of the historical topographic maps are provided in Appendix D. Information obtained from the historical topographic maps is summarized in Table 1.

<b>Table 1: Historical Topographic Map Review</b>		
<b>Date</b>	<b>Site</b>	<b>Surroundings</b>
1902	The Site is shown as undeveloped.	The area surrounding the Site is primarily undeveloped; however, some structures, presumably residences are shown in the vicinity.
1961	Similar to 1902 map.	Similar to 1902 map.
1980	Similar to 1961 map.	Similar to 1961 map.
1988	Similar to 1980 map.	Similar to 1980 map.

No historical environmental concerns were identified for the Site based on review of the topographic maps.

### **5.2.3 Sanborn Fire Insurance Maps**

Sanborn Fire Insurance Maps were reviewed to gain information on the use of the Site and its vicinity and to identify the presence of equipment and structures of possible environmental interest. Fire insurance maps are also used for cross-referencing purposes to confirm the use of the Site and surrounding area. Sanborn Maps were requested through EDR but coverage was not available for the area. A copy of the EDR No Coverage page is included in Appendix E.

### **5.2.4 Historical Aerial Photographs**

Aerial photographs were reviewed for cross-referencing purposes and inspected for evidence of environmental conditions. Aerial photographs for the Site and vicinity were provided by EDR for the years 1958, 1977, 1984, 1987, 1992, 1998, 2005, 2006, 2007, and 2008. Copies of the aerial photographs provided by EDR are included in Appendix F. Information obtained from review of the aerial photographs is summarized in Table 2.

<b>Date</b>	<b>Site</b>	<b>Surroundings</b>
1958	Due to a lack of recognizable features the exact location of the Site could not be determined.	The area surrounding the Site appears to be farmland with some structures (farm).
1977	The Site is undeveloped farmland.	Similar to 1958 photograph.
1984	Similar to 1977 photograph.	Similar to 1977 photograph.
1987	Similar to 1984 photograph.	Similar to 1984 photograph.
1992	Similar to 1987 photograph.	Similar to 1987 photograph; however, residences are shown along the northwest border to the Site and Highway 57 has been expanded.
1998	Similar to 1992 photograph.	Similar to 1992 photograph.
2005	Similar as it was the day of the Site walk.	Similar as it was the day of the Site walk.
2006	Similar as it was the day of the Site walk.	Similar as it was the day of the Site walk.
2007	Similar as it was the day of the Site walk.	Similar as it was the day of the Site walk.
2008	Similar as it was the day of the Site walk.	Similar as it was the day of the Site walk.

No historical environmental concerns were identified from the aerial photograph review for the Site or adjacent properties.

### **5.3 Standard Environmental Records Sources**

The purpose of the regulatory file review is to obtain and review records that will assist in identifying REC in connection with the Site. The records reviewed pertain to the Site and surrounding properties. This expanded review helps assess the likelihood that migrating hazardous substances or petroleum products have impacted the Site. A copy of the EDR report which contains a facility location map is presented in Appendix G.

### **5.3.1 Environmental Database Listings**

EDR was contracted to conduct a search of regulator files and list the facilities as required by ASTM E 1527-05. The EDR file review also included information for Indian Reservation tribal records, Manufactured Gas Plants, and Historical Auto Stations and Cleaners. These databases are historical listings and do not necessarily reflect any regulatory enforcement action or release of regulated materials. The EDR radius map with GeoCheck is provided in Appendix G.

### **5.3.2 Regulatory Findings**

No facilities were identified in the regulatory file review as subject to regulatory action by Federal, State or local environmental agencies.

According to the EDR report, 12 orphan sites were not mapped in the EDR report due to poor or inadequate address information. During the windshield survey of the Site and surrounding area, none of the orphan sites were observed.

## **5.4 Additional Environmental Record Sources**

### **5.4.1 City Directories**

City Directories are utilized to determine businesses that occupied the property and those in its vicinity. City Directories were searched by EDR. A copy of the City Directory report provided by EDR is provided in Appendix H. As the Site has no physical address, for reference purposes the address 17869 Highway 57 was utilized. No historical environmental concerns were identified from the City Directories for the Site.

No additional records sources were reviewed as part of the Phase I ESA.

## **6.0 SITE RECONISSANCE**

On November 23, 2011, an inspection of the Site was conducted to evaluate its condition and to identify potential sources of environmental concern at the Site. The inspection was conducted by Mr. Phillip Ball. A Site Map (Figure 2) and photographs of relevant Site features are included in Appendix A.

The person who performed the Site reconnaissance and prepared this report, to the best of our professional knowledge and belief, meets the definition of “Environmental Professional” as defined in Section 312.10 of 40 CFR 312. The individuals who prepared this report have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. The Phase I ESA was developed and performed in accordance with the standards and practices set forth in ASTM E 1527-05. Personnel qualifications are provided in Appendix I.

### **6.1 Methodology and Limiting Conditions**

Mr. Ball conducted field activities on November 23, 2011. These activities included a grounds reconnaissance to observe Site conditions to identify RECs, if any, at the Site and adjoining properties. The approach was to initially inspect the perimeter of the Site. A windshield survey of the surrounding area was then conducted. The weather was overcast and approximately 46 degrees Fahrenheit.

### **6.2 General Site Settings**

The Site is approximately 30.31 acres of farmland. The day of the Site walk the crops had been recently harvested and consisted primarily of bare soil and remnants of soybeans. A dirt/gravel access road runs east and west through the central portion of the Site. The structural remnants of a small building with a basement, approximately 8 feet by 10 feet in size are located on the east central edge of the Site.

The Site is bordered to the north by farmland and to the northwest by residences. The Site is bordered to the east by Highway 57 and farmland. Old Indiana 57 borders the Site to the south and to the west. Further to the south is farmland and further to the west is farmland.

### **6.3 Exterior Observations**

#### **6.3.1 Pits, Ponds, Lagoons**

No pits, ponds, or lagoons were observed at the Site.

#### **6.3.2 Stained Soil or Pavement**

No stained soil or pavement was observed at the Site.

### **6.3.3 Stressed Vegetation**

No stressed vegetation was observed at the Site.

### **6.3.4 Solid Waste**

No solid waste was observed at the Site.

### **6.3.5 Waste Water**

No waste water is generated at the Site.

### **6.3.6 Wells**

No wells were observed at the Site.

### **6.3.7 Septic Systems**

No septic systems were observed at the Site.

## **6.4 Interior Observations**

No structures exist at the Site. However, as described previously the remnants of a former structure are located along the east central edge of the Site (Photographs 7 and 8).

### **6.4.1 Heating/Cooling**

N/A

### **6.4.2 Stains or Corrosion**

No stains or corrosion were observed at the Site.

### **6.4.3 Drains and Sumps**

N/A

## **6.5 General Property Observations**

### **6.5.1 Hazardous Substances and Petroleum Products in Containers**

No hazardous substances or petroleum products were observed at the Site.

### **6.5.2 Storage Tanks**

No storage tanks were observed at the Site.

### **6.5.3 Odors**

No unusual or pungent odors were observed at the Site.

### **6.5.4 Pools of Liquids**

No pools of liquid were observed at the Site.

### **6.5.5 Drums**

No drums were observed at the Site.

### **6.5.6 Polychlorinated Biphenyls (PCBs)**

Typical sources of PCBs include electrical transformers, capacitors, and florescent light ballast. Three pole mounted transformers were observed on the west side of the Site, along Old Indiana 57. The transformers did not have stickers indicating that the transformers contain no PCBs. The transformers appeared to be in good condition with no visual evidence of leaking. In the event of a transformer incident, the oils and affected soils should be treated as PCB contaminated until lab testing confirms otherwise.



## 7.0 INTERVIEWS

### 7.1 Interview with Owner

The Site is currently owned by [REDACTED]. [REDACTED] indicated that during his ownership the Site had only been used as farmland. [REDACTED] indicated that to the best of his knowledge, no environmental conditions were present at the Site. [REDACTED] was unable to provide any additional information not already discussed in this report.

### 7.2 Interview with Local Government Officials

Local agencies were contacted by telephone and/or fax to obtain information relating to the Site and surrounding area and to inquire about complaints, violations, and/or enforcement actions. The agency representatives and their responses are shown in Table 3.

<b>Table 3: Local Agency Information</b>			
<b>Agency</b>	<b>Contact Date</b>	<b>Agency Representative</b>	<b>Information Available</b>
Evansville Fire Department	12/01/2011 12/08/2011 12/15/2011	No response	No response
Vanderburgh County Health Department	12/01/2011 12/08/2011 12/15/2011	No response	No response

At the time of this report a response has not been received from the Evansville Fire Department or the Vanderburgh County Health Department.

### 7.3 Interview with Others

No additional interviews were conducted as part of this Phase I ESA.

## **8.0 FINDINGS**

Aegis performed this Phase I ESA in conformance with the scope and limitations of ASTM Practice E 1527-05 for the Site. Any exceptions to, or deletions from this practice are described in Section 11.0 of this report.

The Site historically and currently is used for agricultural purposes. Based upon the information obtained and evaluated as part of this Phase I ESA, no RECs or HRECs were identified in association with the Site.

## **9.0 OPINIONS**

Based on our review of available records and the Site visit, no RECs or HRECs were identified in association with the Site. It is our opinion that no additional investigations are warranted.

## **10.0 CONCLUSIONS**

Based upon the information obtained and evaluated as part of this Phase I ESA, no RECs or HRECs were identified in connection with the property.

In our professional opinion, an appropriate level of inquiry has been made into the previous ownership and uses of the property consistent with good commercial and customary practice in an effort to minimize liability. Within the scope of an investigation such as this Phase I ESA, the potential for unintentional omission of data may exist.

## 11.0 DEVIATIONS

The following data gaps were identified during the Site visit and records review:

- At the time of this report, Aegis was unable to interview the Evansville Fire Department or the Vanderburgh County Health Department.
- The title work conducted did not provide ownership records back to 1940 or the properties first developed use.

The identified data gaps are not expected to have an impact on our opinion regarding the environmental condition of the Site.

## **12.0 ADDITIONAL SERVICES**

No additional services were performed with this Phase I ESA.

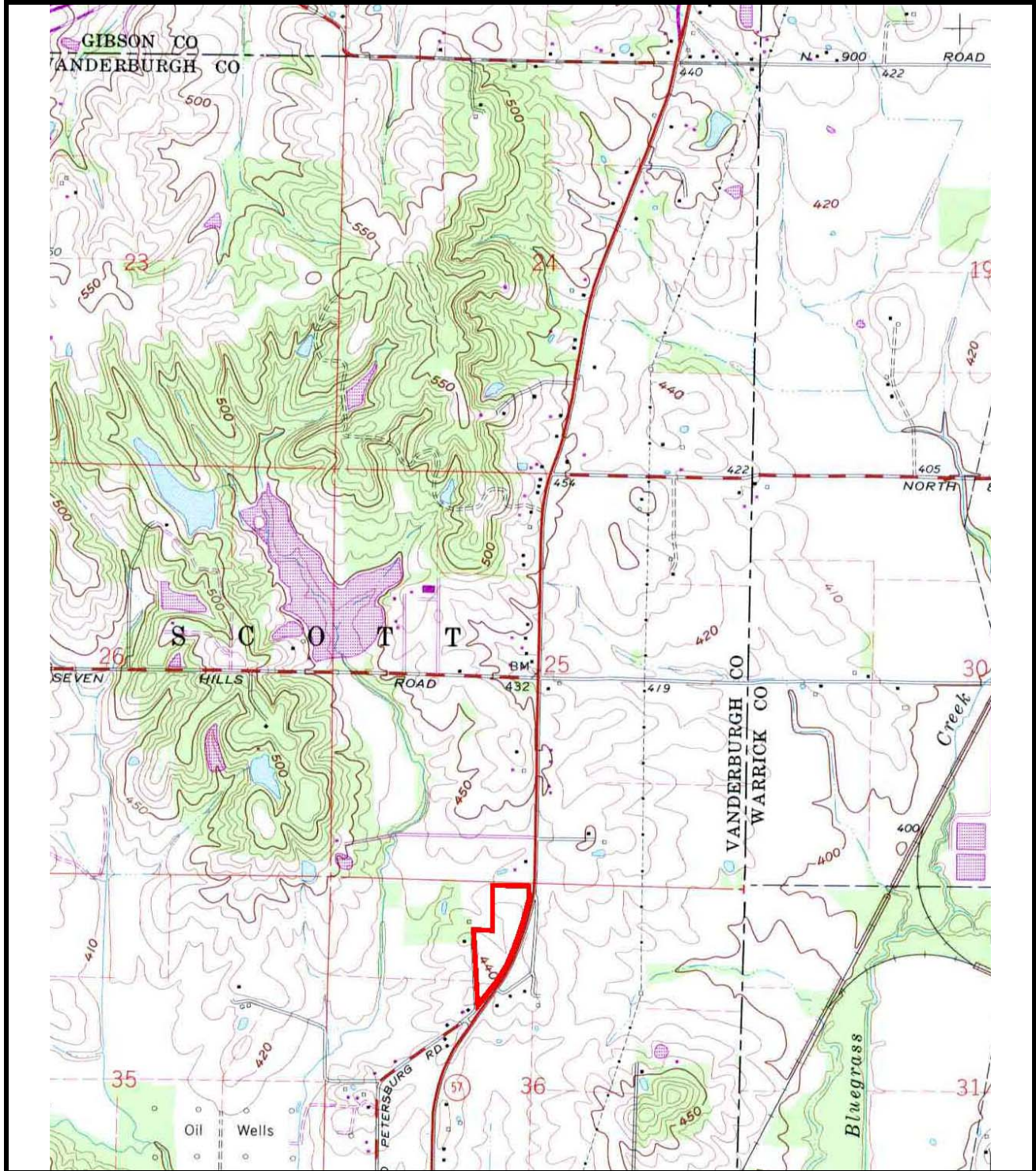
### 13.0 REFERENCES

- American Society for Testing and Materials, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, Designation: E1527-05.
- Environmental Data Resources, Inc (November 22, 2011); the EDR Historical Topographic Map Report; State Road 57, Evansville, IN 47225.
- Environmental Data Resources, Inc (November 22, 2011); the Sanborn Map Report; State Road 57, Evansville, IN 47225.
- Environmental Data Resources, Inc (December 1, 2011); the EDR Aerial Photo Decade Package; State Road 57, Evansville, IN 47225.
- Environmental Data Resources, Inc (November 22, 2011); the EDR Radius Map with Geocheck; State Road 57, Evansville, IN 47225.
- Environmental Data Resources, Inc (November 29, 2011); the EDR City Directory Abstract; State Road 57, Evansville, IN 47225.
- U.S. Department of Interior Geological Survey, Elberfeld, Indiana, 7 ½ minute Topographical Map, 1988.

#### **Other Sources**

- Soil Survey Map; USDA Natural Resources Conservation Service, Web Soil Survey
- Virtual File Cabinet; Indiana Department of Environmental Management
- Coal Mine Map; Indiana Coal Mine Information System
- Oil and Gas Well Map; Department of Natural Resources Oil and Gas Well Records

**Figure 1. Site Location Map**



**Prepared For:**  
Indiana University Foundation  
P.O. Box 500  
Bloomington, IN 47402

**Aegis Environmental, Inc**



**Site:**  
30.31 Acre Property  
NW Corner of Old Indiana 57 & Hwy 57  
Evansville, IN 47725

**Scale:** 1" = 2000 Feet

**Aegis File:** 11-016

**--- Site Location**





PROJECT NO.:11-016

CLIENT:

INDIANA UNIVERSITY FOUNDATION  
P.O. BOX 500  
BLOOMINGTON, INDIANA 47402

1013 NORTH BLUFF ROAD  
GREENWOOD, IN 46142  
Tel: 317-833-9000  
Fax: 317-833-9001

SITE:

30.31 ACRE PROPERTY  
NW CORNER OF OLD INDIANA 57 & HWY 57  
EVANSVILLE, IN 47725

FIGURE 2: SITE PLAN

## **Appendix A**

Site Photographs



Photograph 1: Looking north across the Site.



Photograph 2: Looking west across Site along access road.



Photograph 3: Remnants of building.



Photograph 4: Looking north towards adjacent property.



Photograph 5: Looking west towards residential properties.



Photograph 6: Looking south across Highway 57.



Photograph 7: Concrete block and stone debris from building.



Photograph 8: View into basement of building remnants.

## **Appendix B**

### User Questionnaire

**ASTM E 1527-05 Questionnaire**

In order to qualify for one of the Landowner Liability Protections offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the Brownfields Amendments), the user must provide the following information (if available) to the environmental professional. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete.

**1. Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25)**

Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state, or local law?

HAVE NO KNOWLEDGE OF

**2. Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26)**

Are you aware of any activity and land use limitations, such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded under federal, tribal, state, or local law?

HAVE NO KNOWLEDGE OF

**3. Specialized knowledge or experience of the person seeking to qualify for the Landowner Liability Protections (40 CFR 312.28)**

As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

HAVE NO KNOWLEDGE OF

**4. Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29)**

Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower price is because contamination is known or believed to be present at the property?

YES



**5. Commonly known or reasonably ascertainable information about the property (40 CFR 312.30)**

Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example, as the user,

(a) Do you know of the past uses of the property? *No*

(b) Do you know of specific chemicals that are present or once were present at the property?  
*No*

(c) Do you know of spills or other chemical releases that have taken place at the property?  
*No*

(d) Do you know of any environmental cleanups that have taken place at the property?  
*No*

**6. The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31)**

As the user of this ESA, based on your knowledge and experience related to the property are there any obvious indicators that point to the presence of likely presence of contamination at the property?

*HAVE NO KNOWLEDGE OF IT*

*[Handwritten Name]*  
Name: \_\_\_\_\_ Affiliation: \_\_\_\_\_

Title: *[Handwritten Title]*

Signature: *[Handwritten Signature]* Date: *7/24/11*

## **Appendix C**

### Title Search



**First American Title Insurance Company**  
251 East Ohio Street, Suite 200, Indianapolis, IN 46204  
Phone (317)684-7556 Fax (317)684-6293

**ALTA Commitment  
Schedule A**

Commitment No.: NCS-516719-INDY

Revision Info:

1. Commitment Date: 11/18/2011 at 8:00 AM
2. Policy or Policies to be issued:
  - a. ALTA Owner's Policy Policy Amount: \$300,000.00  
Proposed Insured: Indiana University Foundation
  - b. ALTA Loan Policy Policy Amount: None  
Proposed Insured: None
3. *Fee Simple as to Parcel 1 and Easement as to Parcel 2* interest in the land described in this Commitment is owned, at the Commitment Date, by
4. The land referred to in this Commitment, situated in the County of Vanderburgh, State of Indiana, is described in Schedule C.

Note: For informational purposes only, the land is known as:  
S.R. 57, Evansville, IN

THIS COMMITMENT OR FORECLOSURE GUARANTY COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

**End of Schedule A**

## SCHEDULE B - SECTION I REQUIREMENTS

Commitment No.: NCS-516719-INDY

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.
5. You must file a Disclosure of Sales Information form prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
6. This Commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy Amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
7. Vendor's (sale) or Mortgagor's (refinance) Affidavit to be executed at the closing.
8. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmation statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law ." See Indiana Code 36-2-11-15.
9. By virtue of IC 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with closings occurring on or after July 1, 2006.
10. **Note:** Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form of irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker. Personal checks may be accepted, provided the amount does not exceed \$500.
11. The company should be furnished a copy of the proposed easement for review. This commitment is subject to such further exceptions, if any, as may then be deemed necessary.

**End of Schedule B-I**

**First American Title Insurance Company**

**SCHEDULE B - SECTION II  
EXCEPTIONS**

Commitment No.: NCS-516719-INDY

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. Any facts, rights, interest or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances or claims thereof, which are not shown by the public records.
4. Any lien, or right to lien for services, labor or material imposed by law and not shown by the public records.
5. Real estate taxes assessed for the year 2010 are a lien and are due in two installments payable May 10 and November 10 , 2011 :  
  
Assessed in the name of: [REDACTED]  
Parcel No.: 82-02-25-009-023.013-030 (affects parcel 1 and other property)  
Taxing Unit and Code: Scott Township  
Land: \$29,500.00  
Improvements: \$0.00  
Exemptions: \$0.00  
First installment of : \$217.37 Paid  
Second installment of : \$217.37 Paid
6. Real estate taxes assessed for the year 2010 are a lien and are due in two installments payable May 10 and November 10 , 2011 :  
  
Assessed in the name of: [REDACTED]  
Parcel No.: 82-02-25-009-123.007-030 (affects all of lot 7 - parcel 2)  
Taxing Unit and Code: Scott Township  
Land: \$4,000.00  
Improvements: \$0.00  
Exemptions: \$0.00  
First installment of : \$34.23 Paid  
Second installment of : \$34.23 Paid
7. Real Estate taxes for the year 2011 (payable 2012), 2012 (payable 2013) are a lien but not yet due and payable.

8. Terms, provisions and conditions contained in Lease by and between [REDACTED] and [REDACTED] Lessor, and [REDACTED] Lessee, dated June 12, 1951 as disclosed by a oil and gas lease recorded July 12, 1951 in Book 37 page 202, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
9. Terms, provisions and conditions contained in Lease by and between [REDACTED] and [REDACTED] Lessor, and [REDACTED] Lessee, dated November 14, 1955 as disclosed by a oil and gas lease recorded November 15, 1955 in Book 44 page 143, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
10. Terms, provisions and conditions contained in Lease by and between [REDACTED] and [REDACTED] Lessor, and [REDACTED], Lessee, dated February 23, 1960 as disclosed by a oil and gas lease recorded November 04, 1960 in Book 53 page 254, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
11. Terms, provisions and conditions contained in Lease by and between [REDACTED] Lessor, and [REDACTED], Lessee, dated September 22, 1975 as disclosed by a Underground Coal Lease recorded November 17, 1976 in Book 73 page 177 as document 76-22537, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
12. Deed of Easement in favor of Gas Transport, Incorporated, recorded July 10, 1929 in Deed Record 162 page 286, and the terms and provisions contained therein.
13. Easement for Right of Way in favor of Southern Indiana Gas and Electric Company, recorded December 30, 1952 in Deed Record 343 page 57, and the terms and provisions contained therein.  
  
Supplemental easement for right of way recorded March 12, 1980 as number 80-03953 in Deed Record 692 page 159.
14. Easement for Right of Way in favor of Southern Indiana Gas and Electric Company, recorded June 12, 1987 as document 87-14987 in Deed Record 3 page 8354, and the terms and provisions contained therein.
15. Terms and provisions of Resolution No. 95-12 entitled Declaratory Resolution of the Vanderburgh County Redevelopment Commission concerning the U.S. 41 Corridor Economic Development Area, recorded December 21, 1995 as document 95-29467.
16. Terms and provisions of Resolution No. 2010 - VCRC-2 entitled Resolution of the Vanderburgh County Redevelopment Commission Confirming the Amendment of the Economic Development Plan for the U.S. 41 and Baseline Road Economic Development Area, recorded March 08, 2010 as document 2010R0005006.
17. Covenants, Conditions, Restrictions, Utility and Drainage easements and setback lines and any amendments thereto as disclosed on the plat of Stieler Subdivision recorded in Plat Book J page 48.

We delete any covenant or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC3604(c).

(affects parcel 2)

18. Terms, provisions and conditions relating to the easement described as Parcel 2 contained in the instrument creating such easement and rights of the adjoining owners to the concurrent use of said easement.
19. Permanent extinguishment of all rights and easements of ingress and egress to, from and across the limited access facility known as I-164.
20. Rights of way for drains, tiles, feeders and laterals.
21. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility rights of way.
22. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
23. The acreage stated in the legal description of the land is for description purposes only. The quantity of the land is not insured.

**End of Schedule B-II**  
**First American Title Insurance Company**



## SCHEDULE C

Commitment No.: NCS-516719-INDY

Legal Description: PARCEL 1:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP FOUR (4) SOUTH, RANGE TEN (10) WEST IN VANDERBURGH COUNTY, INDIANA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6, STIELER SUBDIVISION, AN ADDITION RECORDED IN PLAT BOOK J, PAGE 48 IN THE OFFICE OF THE RECORDER OF VANDERBURGH COUNTY, INDIANA; THENCE NORTH 00 DEGREES 18 MINUTES 02 SECONDS EAST (BEARINGS PER WARRANTY DEED RECORDED AS DEED DRAWER 12, CARD 8915) 240.00 FEET TO THE NORTHEAST CORNER OF LOT 5 OF SAID SUBDIVISION; THENCE CONTINUING NORTH 00 DEGREES 18 MINUTES 02 SECONDS EAST 60.00 FEET TO THE SOUTHEAST CORNER OF LOT 4 OF SAID SUBDIVISION; THENCE CONTINUING NORTH 00 DEGREES 18 MINUTES 02 SECONDS EAST 520.00 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID SUBDIVISION; THENCE SOUTH 89 DEGREES 15 MINUTES 04 SECONDS EAST 642.39 FEET TO THE WEST RIGHT OF WAY LINE OF INTERSTATE #164; THENCE SOUTH 00 DEGREES 07 MINUTES 06 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 582.16 FEET; THENCE SOUTH 04 DEGREES 42 MINUTES 00 SECONDS WEST ALONG RIGHT OF WAY LINE 116.51 FEET; THENCE SOUTH 11 DEGREES 17 MINUTES 24 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 123.70 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 04 SECONDS WEST 611.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.045 ACRES MORE OR LESS.

PARCEL 2 ( PROPOSED EASEMENT)

ACCESS EASEMENT CREATED BY \_\_\_\_\_, RECORDED \_\_\_\_\_, \_\_\_\_ AS DOCUMENT \_\_\_\_\_, AND DESCRIBED AS FOLLOWS:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP FOUR (4) SOUTH, RANGE TEN (10) WEST IN VANDERBURGH COUNTY, INDIANA AND A PART OF LOT 7 STIELER SUBDIVISION, AN ADDITION RECORDED IN PLAT BOOK J, PAGE 48 IN THE OFFICE OF THE RECORDER OF VANDERBURGH COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID SUBDIVISION; THENCE SOUTH 89 DEGREES 15 MINUTES 04 SECONDS EAST (BEARINGS PER WARRANTY DEED RECORDED AS DEED DRAWER 12, CARD 8915) 40.00 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 02 SECONDS WEST 40.00 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 04 SECONDS WEST 369.00 FEET TO THE EAST RIGHT OF WAY OF OLD STATE HIGHWAY #57; THENCE NORTH 00 DEGREES 18 MINUTES 02 SECONDS EAST 40.00 FEET ALONG THE WEST LINE OF SAID LOT 7 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 15 MINUTES 04 SECONDS EAST 329.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.339 ACRES MORE OR LESS.



## PRIVACY POLICY

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at [www.firstam.com](http://www.firstam.com).

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

AGREEMENT Made and entered into the 12th day of June, 1951 by and between

hereinafter called lessor (whether one or more), and Evansville, Indiana hereinafter called lessee

WITNESSETH That the said lessor, for and in consideration of One DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessor to be paid, kept and performed, here granted, demised, leased, and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations, and structures thereon to produce, save and take care of said products all that certain tract of land situated in the County of VANDERBURGH State of INDIANA, described as follows, to-wit:

"The South 60 acres of the West Half of Southeast Quarter of Section 35, Township 4 South, Range 10 West"

If the drilling of a well is not commenced on the land herein described on or before 90 days from June 12th, 1951, this lease shall become null and void unless the Lessee pays to lessor or the credit of the Lessor in Northville Branch of the Old National Bank of Evansville, Indiana, an additional consideration of \$5.00 per acre

IT IS AGREED that this lease shall remain in force for a term of One year from this date, and as long thereafter as oil or gas or either of them is produced from said land by lessee. In consideration of the premises the said lessee covenants and agrees:

1st. To pay to the credit of lessor, free of cost into tank cars or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessee one-eighth (1/8) of the gross proceeds each year payable quarterly for the gas from each well which is payable monthly while the same is being produced from the premises, and if used in the manufacture of a product, a eighth of one-eighth (1/8) payable monthly at the prevailing market rate for gas, and lessor to have and control said gas, and all made partly in the mineral dwelling on said land during the same time by said lessee or its own employees with the said gas to be used as it may see fit.

3rd. To pay lessee for gas produced from any oil well and used in the production or in the manufacture of a product or any other product a royalty of one-eighth (1/8) of the proceeds, payable quarterly at the prevailing market rate at the mouth of the well.

If no well is commenced on said land on or before the 12th day of June, 1952, this lease shall terminate as to each parcel. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lease shall have the effect of being such well to completion with reasonable diligence and expense, and if oil or gas or either of them is found in paying quantities, the lease shall continue and be in force with full effect as if such well had been commenced within the term of this lease.

If said lessee owns a less interest in the above described land than the entire and undivided fee simple estate, then the royalty thereon provided for shall be paid the said lessor only in the proportion which his or her interest bears to the whole and undivided fee. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lease operations thereon or for other uses from the well of lessor.

When requested by lessor, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled or over than 200 feet to the base or bottom on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations on said premises on sight.

Lessee shall have the right at any time to remove all machinery and fixtures situated on said premises including the right to erect and remove casing.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease for the production thereof with other land, here or here in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the pooling rules of any lawful authority, or when to do so would, in the judgment of lessee, promote the conservation of the oil and gas in said lands and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage to be pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled acreage, as if it were included in this lease. If production is found on the pooled acreage, all the benefits of production shall be shared from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessee shall receive no production from a unit so pooled only such portion of the royalty hereinafter herein as the amount of his acreage bears to the unit or his royalty interest therein bears to the total acreage included in the particular unit involved.

If the estate of either party hereto is assigned, and the privilege of assignment is provided in whole or in part in a deed or conveyance, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of the same shall be binding on the lessee until after the lessee has received from the landowner a written instrument in a true copy thereof. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the provisions hereof shall be deemed to apply to each separate tract, and all royalties, whether or not pooled, shall be treated as an entire unit, and shall be paid to each separate owner. In the proportion that the acreage owned by each such separate owner bears to the entire leased acreage.

Lessee hereby warrants and agrees to defend the title to the said land herein described, and agrees that the lessor shall have the right at any time to re-lease the premises, or to purchase the premises, or to lease or otherwise dispose of the same, in the event of default of payment by lessee, and to be bound by the terms of the further lease, and the said original lease, for the benefit of their heirs, successors and assigns, hereby, warrant and release, all rights of damage and compensation in the premises hereon in respect to any said right of lease and homestead may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF WE SIGN, the date first above written:  
(SEAL) (SEAL)  
(SEAL) (SEAL)  
(SEAL) (SEAL)

STATE OF INDIANA, County of Vanderburgh, Indiana  
I, Paul Phillips, a Notary Public in and for said County, in the State of Indiana, do hereby certify that personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act of the said party purposes therein set forth, including the release and waiver of the right of homestead.  
Given under my hand and Seal, this 12th day of NOV. 12th, 1953  
Paul Phillips, Notary Public.

Vertical text on the right margin: "for Assignment of use", "117744", "D.H.C.", "12/14/51", "Paul Phillips"



BOOK 44 PAGE 144  
 STATE OF Indiana  
Carroll COUNTY, SS

ILLINOIS ACKNOWLEDGEMENT

I, personally known to me to be the same person, Arthur name A. A. A. subscribed to the foregoing instrument, appeared before me this 17th day of November, 1955, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the purposes and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and seal this 17th day of November, 1955.  
Jeanne Morris  
 Notary Public

BOOK 44 PAGE 144  
 RECEIVED FOR RECORD NOV 29 1955 Paul C. Pappert  
 (This space reserved for filing stamp)  
Wendell Vandenberg County

**ASSIGNMENT OF OIL AND GAS LEASE**  
 288431

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Inland Producers, Inc.

hereinafter called Assignor, for and in consideration of one Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Inland Producers, Inc.

All his interest, right, and title (subject to the reservation hereinafter made) xxxxx in and to the oil and gas lease dated November 14, 1955, from xxxxx

Lease No. xxxxx

located in 44 East 143 Street as said lease covers the following described land in Vanderburgh County, State of Indiana

Part of the Northeast Quarter of the Northeast Quarter of Section 36 containing 28 and 2/5 acres (said acreage being the North 28 and 2/5 acres of the Northeast Quarter Northeast Quarter)

There is hereby excepted from this conveyance and reserved to the Assignor herein, S. H. Stone, his heirs, successors and assigns, an overriding royalty of 1/32nd of 7/8ths of all oil, gas, casinghead gas produced, saved and marketed off said leasehold premises, free and clear of any and all cost and expense of drilling, completing, testing and operating said premises for oil and gas purposes, applicable taxes alone excepted.

of Section 36 Township 4 South Range 10 West and containing 28-2/5 acres, more or less together with the rights incident thereto and the personal property thereon appurtenant thereto or used or to be used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns, that the Assignor to the best of his or her knowledge and belief has good title to the interest herein assigned in and to the said lease, estate, rights and property free and clear from all liens, encumbrances or adverse claims; that said lease is a valid and subsisting lease on the land above described and all taxes and royalties due thereon have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever lawfully claiming or to claim the same, and hereby surrenders and releases all rights of donor and homestead in the premises above described.

WITNESSED this 15th day of November, 1955.

STATE OF INDIANA  
 COUNTY OF Vanderburgh  
 before me, the undersigned, a Notary Public in and for said County, this 15th day of November, 1955 personally appeared xxxxx and acknowledged the execution of the annexed instrument.

Witness my hand and seal this 15th day of November, 1955.  
October 3, 1956  
Vanderburgh County, Indiana

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ASSOCIATED STATES

STATE OF INDIANA

COUNTY OF [REDACTED]

NOTARY PUBLIC

[REDACTED]

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53 287-212  
60-34586 - 12/1/60  
60-34587 - 12/2/60

If no well be commenced on said land... this lease shall terminate... which shall continue as the depository... and cover the privilege of retaining... from said date. All payments... lease to any person... during date.

THE UNIVERSITY OF CHICAGO  
LIBRARY

1950

THE UNIVERSITY OF CHICAGO  
LIBRARY

1950

THE UNIVERSITY OF CHICAGO  
LIBRARY

1950

Plotted  
except Lots  
1, 2, 3, 4, 5, 6

RECEIVED  
Lease Form 104

VOL 73 PAGE 177

NOV 17 9 41 AM '76

76-22537 UNDERGROUND COAL LEASE

CLYDE "BUDDY" COLE, JR.  
RECORDER OF  
VANDERBURGH COUNTY

THIS AGREEMENT, entered into this 22nd day of September, 1975, by and between [REDACTED]

whose address is R R #8, Box 226-B, Evansville, Indiana 47711  
hereinafter called the Lessor, whether one or more, and NYE METALS, INC.,  
whose address is 702 Merchants Bank Building, Indianapolis, Indiana 46204,  
hereinafter called the Lessee, does witness:

1. That for and in consideration of the sum of Ten & no/100  
Dollars (\$10.00) cash in hand paid, as advance royalty for the first  
year of this lease as well as consideration for the execution and delivery  
of this lease, the receipt and sufficiency of which is hereby acknowledged,  
and in consideration of the mutual covenants and agreements hereinafter  
set forth, Lessor does hereby demise, lease and let unto the Lessee all  
of the coal and any substances mixed with coal on, in and underlying the  
following described land (hereinafter called the leased premises), situated  
in the County of VANDERBURGH, State of INDIANA:

The North Half of the Southwest Quarter of Section 35, Town-  
ship 4 South, Range 10 West, containing 80 acres, and lying in  
Vanderburgh County, Indiana.  
Subject to legal highways, easements and rights of way.

Part of the Northeast Quarter of the Northeast Quarter of Section  
36, Township 4 South, Range 10 West, commencing at a stake at the  
Northeast corner of said Quarter Quarter Section, thence South along  
the East line thereof 933 feet, thence West 1325 feet to the West line  
thereof, thence North along said West line 933 feet, thence East  
1328 feet to the place of beginning and containing 28.41 Acres, more  
or less.

ALSO, the South Half of the Southeast Quarter and the South Half  
of the North Half of the Southeast Quarter, all in Section 25, Town-  
ship 4 South, Range 10 West, containing 120 Acres, more or less, ex-  
cept therefrom the following described tracts:

EXCEPT: Lots One (1), Two (2), Three (3), Four (4), Five (5)  
and Six (6), of Stieler's Subdivision as recorded in Plat Record  
"J" page 48 in the Office of the Recorder of Vanderburgh County,  
Indiana.

ALSO, Part of the Northwest Quarter of the Northwest Quarter  
of Section 1, Township 5 South, Range 10 West, Vanderburgh County,  
Indiana, described as follows:

Beginning at the Northeast corner of said Quarter Quarter Sec-  
tion, thence South 0 degrees 00 minutes 02 seconds East along the  
East line thereof 926.87 feet to the center of Petersburgh Road; thence  
South 38 degrees 39 minutes 16 seconds West along said centerline a  
distance of 552.64 feet to a point 40 feet North of the South line  
of said Quarter Quarter Section, thence North 89 degrees 22 minutes  
30 seconds West and parallel with said South line a distance of  
809.47 feet to a point 146.83 feet from the West line thereof, thence  
North 0 degrees 06 minutes 30 seconds East and parallel with the West  
line thereof a distance of 1351.45 feet to the North line thereof,  
thence South 89 degrees 54 minutes 30 seconds East along said North  
line a distance of 1152.05 feet to the place of beginning, containing  
34.20 acres, more or less.

Subject to legal highways, easements and rights of way.



VOL 73 PAGE 178

containing 255.95 acres, more or less. This lease covers and includes all present interest of Lessor in the premises included within the aforesaid description, and also conveys unto the Lessee any reversionary, contingent, or future interest owned by Lessor, together with all of the mining rights and privileges appurtenant to the aforesaid coal and incident

to the ownership thereof, and (by way of enlargement, and not by way of restriction) the following rights and privileges:

a. The exclusive right and privilege to prospect the leased premises for coal by core drill or otherwise, provided however that such prospecting operations shall not include stripping of the surface.

b. The right to enter into, upon, over, across and through said coal and the subsurface overlying and underlying the same, at such points and in such manner as may be necessary or convenient for the purpose of mining all the coal hereby leased by any underground mining method, i.e., any method except the strip or surface mining method.

c. The right to have and use the free and uninterrupted right of way into, over, under, upon and across said leased coal and the subsurfaces overlying and underlying the same, at such points and in such manner as may be necessary or convenient to the mining, removal, processing and marketing of said leased coal.

d. The right to transport over, under, across and through the coal hereby leased and the subsurface overlying or underlying same, any coal now or hereafter owned, leased or otherwise acquired by Lessee and located on adjacent, coterminous or neighboring lands.

Such rights and rights-of-way shall continue after coal mining operations on the leased premises have ceased and so long as Lessee is mining and removing coal and all substances mixed with coal from said adjacent, coterminous or neighboring lands.

TO HAVE AND TO HOLD the leased premises and the aforesaid easements and rights unto said Lessee, and unto its successors and assigns, subject to the provisions hereinafter set out, for a primary term of fifteen years (15 ) from the date hereof, and as long thereafter as mining operations (actual mining and/or removal of coal) are being conducted on or under the leased premises, or in the general mining

Sections 6, 7 & 18-T5S-R9W, Warrick County, Indiana; Sections 25 through 36 area of ~~inclusive-T4S-R10W and all of T5S-R10W, Vanderburgh County, Indiana~~

in accordance with the advance royalty payment provisions hereinafter set out. After the primary or extended term, mining operations shall be considered as having been conducted continuously as long as there is no cessation of such operations, without resumption, for longer than one (1) year.

2. Notwithstanding anything in this lease to the contrary but subject to Lessee's rights of surrender, and to the lesser interest clause of paragraph 11, Lessor shall receive, during the primary term of this lease, a minimum payment amounting to \$10.00 per acre per year, and thereafter during the extended term of this lease, a minimum payment of \$10.00 per acre per year. All such payments shall be payable only to the extent that total minimum payments to that date (whether paid or not) exceed the earned royalty already paid Lessor. Any amount actually paid as a minimum payment shall be considered advance royalty under paragraph 7.

3. Any mining operations conducted by Lessee elsewhere than on the leased premises but within the aforesaid general mining area shall be deemed to have been conducted on adjacent, coterminous or neighboring lands.

4. Lessee shall pay to Lessor, as earned royalty, for all coal actually mined and removed from leased premises, <sup>twenty-five cents</sup> /                      (\$0.25c) per ton or one & 3/4 per cent (.6175%) of the average gross realization for the coal sold F.O.B. preparation plant, whichever is the greater, of 2,000 pounds of merchantable coal. Railroad weights shall be taken as a basis for payment of such earned royalty when coal is loaded and weighed on railroad cars, and, when not so loaded and weighed, then the fair and accurate scale weights shall be taken as the basis. Merchantable coal is defined to mean: Coal which can be mined, prepared and sold at reasonable profit in markets available to Lessee utilizing modern methods, procedures and accounting principals in vogue with other competent operators in the region.

5. Rights and easements granted to Lessee by subparagraphs b and d of paragraph 1 hereof shall survive the surrender or termination of this lease provided that Lessee is then conducting mining operations anywhere within the general mining area for so long as Lessee conducts mining operations anywhere within said general mining area.

6. Subject to the provisions of paragraph 12 hereof regarding surrender or release:

(a) Unless, on or before one (1) year from the date hereof, actual mining operations are commenced on the leased premises, Lessee shall be firmly bound to pay or to tender to Lessor or deposit or tender for deposit to the credit of Lessor in the

Elberfeld State Bank  
Bank at Elberfeld, Indiana 47613

or its successors (which bank and its successors are Lessor's agent and shall continue as the depository for all royalties payable hereunder regardless of any change of ownership of said land or the royalty) as advance royalty the sum of Twenty five hundred fifty-nine & 50/100 Dollars (\$ 2,559.50 ). Unless actual mining operations are commenced on or before the next ensuing and subsequent anniversary dates thereafter accruing during the primary term, Lessee shall be firmly bound to make like payments or tenders of advance royalty payments annually until actual mining operations be commenced. All such annual advance royalty payments shall be due and payable on each anniversary date during the primary term prior to commencement of actual mining operations. Any past due advance royalty obligations shall bear interest at the rate of six per cent (6%) per annum until paid. All such payments of advance royalty shall be considered as tendered when made by check or draft of Lessee or any assignee of Lessee mailed or delivered to Lessor or to the depository bank.

7. All advance royalty payments paid or tendered to Lessor during the primary term or during any extension thereof shall be credited on and deducted from earned royalty as same becomes due and payable.

8. Suspension of actual mining operations by Lessee during the primary or extended term shall be without prejudice to its right to resume operations. Neither suspension nor the cessation of such mining operations shall operate to reinstate the provisions for the payment of advance royalty, nor to terminate, suspend or prejudice any of the rights of the Lessee to continue occupation and use of the leased premises in connection with its mining operations upon any other mining area which is owned, leased, operated or controlled by Lessee.

9. Lessee shall pay Lessor for all damages caused by its operations in prospecting for coal on the leased premises. Lessee further shall compensate Lessor for any losses or damages sustained by Lessor as a result of Lessee's exercise of the surface rights and easements granted to it under this lease, including but not limited to subsidence. In case Lessor and Lessee are unable to agree as to the amount of Lessor's losses or damages, each party shall select an arbitrator and the two arbitrators so selected shall agree on a fair award, and in case they fail to agree they shall select a third arbitrator and the decision of the majority shall be binding on both parties. In the event actual mining operations are conducted ~~under~~ under the leased premises, Lessee agrees to perform said operations in a good and workmanlike manner, and Lessee further agrees to comply fully with and to abide by all valid laws of the State of INDIANA and by valid Federal rules, regulations and orders.

10. Breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease or cause a termination or reversion of the rights hereby created, nor be grounds for cancellation hereof in whole or in part, save as herein expressly provided. In the event that Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the fact relied upon as constituting a breach hereof, and

Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence with the obligations imposed by virtue of this instrument. Neither notice nor attempted compliance shall be evidence that a breach has occurred.

11. In the event Lessor owns less than the entire fee simple estate in and to the coal underlying the leased premises (whether or not such lesser interest is specified herein or not) all payments to Lessor other than the advance royalty payment for the first year provided for herein shall be reduced proportionately. All outstanding royalties shall be deducted from those herein provided.

12. Lessee may at any time surrender or release this lease as to all or as to any portion of the leased premises by delivering or mailing such surrender or release to Lessor, or by filing same for record in the county in which the leased premises are situated. In case of any such surrender or release, then all payments and liabilities thereafter (but not theretofore accruing) under the terms of this lease as to the lands surrendered or released shall terminate and any advance royalties thereafter paid may be reduced proportionately on an acreage basis. After a surrender or release of this lease as to a portion only of the lease, any advance royalties theretofore paid and not theretofore recouped by Lessee shall be apportioned on an acreage basis to the lands surrendered and to the lands not surrendered. Thereafter Lessee shall be entitled to recover, from Lessor's future interest in production royalties, only those sums so allocated to the lands not surrendered or released plus future advance royalties paid with respect thereto.

13. Lessor hereby warrants and agrees to defend title to the leased premises and agrees that Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the leased premises. In the event it exercises such option Lessee shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or advance royalty accruing hereunder.

14. This lease shall be binding upon and shall enure to the benefit of the parties hereto and their heirs, successors and assigns. The estate of either party to this lease may be assigned or transferred in whole or in part, but no change in the ownership of the coal nor of the royalties payable hereunder shall be binding upon Lessee until sixty (60) days after such time as Lessee shall have been furnished with certified copy or copies of instrument or instruments properly evidencing such change. If six or more parties become entitled to royalty or other payments hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

15. Lessor (and each of them) hereby releases and waives all rights of homestead and dower under the Laws of the State of INDIANA insofar as such rights may in any way affect the purpose for which this lease is made, as recited herein.

IN WITNESS WHEREOF, this lease is executed this 22nd day of September, 1975.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF INDIANA )  
 ) SS  
 COUNTY OF Vanderburgh )

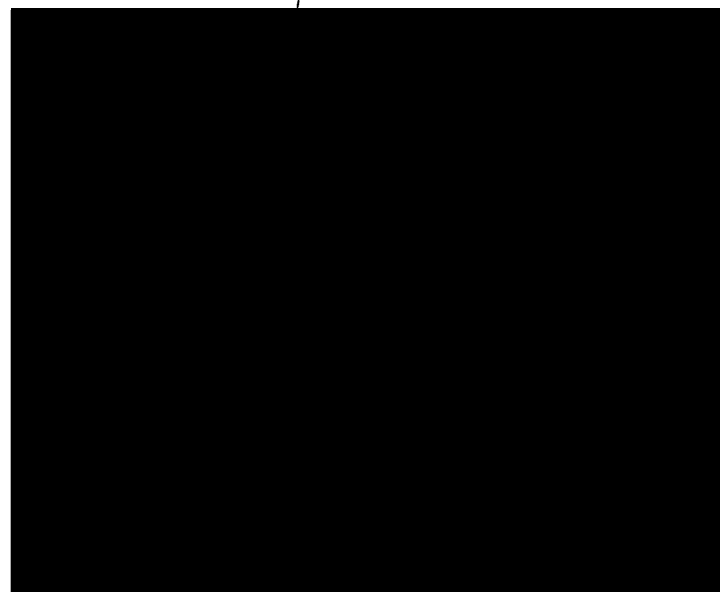
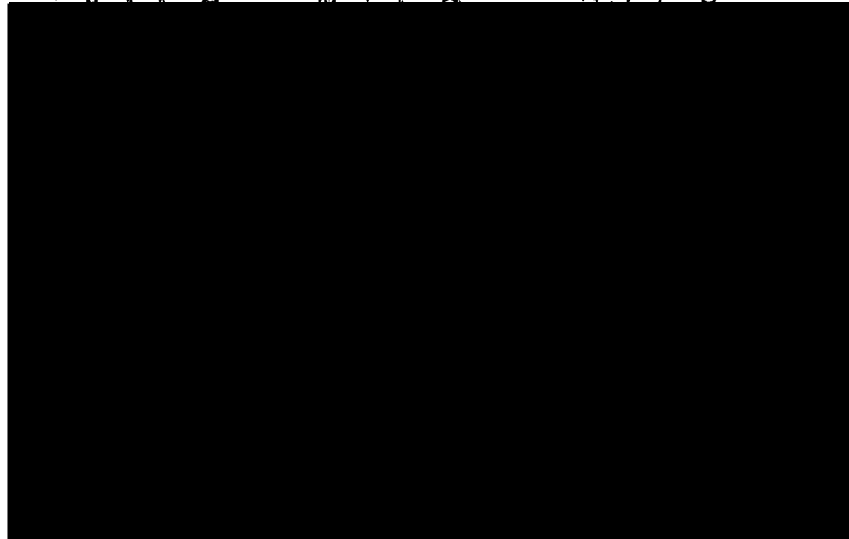
I, the undersigned, a Notary Public, in and for the said County in the State aforesaid, do hereby certify that \_\_\_\_\_ personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23 day of September, 1975.

10-26-78  
 My Commission Expires

Alan J. Besing  
 Notary Public

Se  
for  
TVC



cord  
*[Handwritten signature]*





the grantor situated in the County of Vanderburgh, state of Indiana, to wit:-

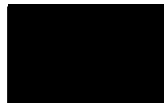
about eighty-five acres within the northern part of the western one-half of the north-east quarter of section south twenty-five, township west four, range ten of said county and State

together with all rights of ingress and egress thereon, and over, necessary to the conduct of the business of the grantee.

The grantee agrees to bury all pipe lines below plow depth, and to pay all damages to drops and fences which may arise from said laying, maintaining, operating and/or removing said pipe or pipe lines, the right being reserved in the grantor to fully use, cultivate and enjoy the said premises except for the purposes herein granted." Grantee to install one inch tap in line to which grantor may make his own connections for use of gas at regular rates"

The said Gas Transport, Incorporated, its successors and assigns, is further granted the right, from time to time, to lay all additional lines of pipe alongside the first afore-described line as herein provided, upon the payment of the price per rod above mentioned, for each such additional line or lines, and all subject to the covenants and conditions herein contained.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Vanderburgh County, State of Indiana, this 29th day of June, 1929



STATE OF INDIANA, Vanderburgh County, ss:

Before me, the undersigned, a notary public in and for said county and state, this 29th day of June, A.D., 19\_\_\_, personally appeared the within named [redacted] grantors in the above conveyance, and acknowledged the same to be our voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My commission expires June 19/1933

(SEAL)

Shelby McDowell

RECORDED.....JULY.....10, 1929

Notary Public

*Alvin R. Dehart R.Y.C.* DR 162-286  
#26397 DEED OF EASEMENT

For and in consideration of the sum of One dollar (\$1.00) to [redacted] and [redacted] in hand paid, the receipt of which is hereby acknowledged, and a further consideration of twenty-five cents per rod for each and every rod of pipe laid on the herein described premises, to be paid before said pipe is so laid, does hereby grant, bargain, sell, convey and deliver unto GAS TRANSPORT, INCORPORATED, a corporation organized and doing business under the laws of the state of Indiana, and having its principal place of business in the City of Evansville, Indiana together with its successors and assigns, a right-of-way of the uniform width of thirty feet for laying, operating, maintaining and removing a pipe line for the transportation of oil, gas and water, and to erect; the grantee

herein to select the route and location of such pipe lines upon, through, over and across the following described lands of the grantor situated in the County of Vanderburgh, State of Indiana, to wit:-

about 120 acres within the southern one-half of the southeast quarter of section south twenty-five, township west four, range ten of said County and State together with all rights of ingress and egress thereon, and over, necessary to the conduct of the business of the grantees.

The grantees agrees to bury all pipe lines below plow depth, and to pay all damages to crops and fences which may arise from said laying, maintaining, operating and/or removing said pipe or pipe lines, the right being reserved in the grantor to fully use, cultivate and enjoy the said premises except for the purposes herein granted. "Grantee to install one inch tap in line to which grantor may make his own connections for use of gas at regular rates."

The said Gas Transport, Incorporated, its successors and assigns, is further granted the right, from time to time, to lay all additional lines of pipe alongside the first afore-described line as herein provided, upon the payment of the price per rod above mentioned, for each such additional line or lines, and all subject to the covenants and conditions herein contained.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Vanderburgh County, State of Indiana, this 29th day of June, 1929



Grantor.

STATE OF INDIANA, Vanderburgh County, ss:

Before me, the undersigned, a notary public in and for said county and state, this 29th day of June, A.D., 19\_\_\_, personally appeared the within named [redacted] grantors in the above conveyance, and acknowledged the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My commission expires June 19/1933

(SEAL)

Shelby McDowell

Notary Public

RECORDED.....JULY.....10, 1929

*Alvin R. Gerhart P.V.C.*

RECEIVED FOR RECORD 174461

VOL 343 PAGE 57  
Z-80 Line - Tracts No. 46 and 46A

1962, at \$500.00  
Paul C. Redgett  
Recorder Vanderburgh County

EASEMENT FOR RIGHT OF WAY

of Vand county, State of Indiana, hereinafter called "Grantor",  
whether one or more, for and in consideration of the sum of Five Hundred  
and Eighty Six and 00/100 Dollars, receipt of One Dollar of which  
is hereby acknowledged and the balance of which is payable by the Company in the  
manner hereinafter set forth, does hereby GRANT and CONVEY unto SOUTHERN INDIAN GAS  
AND ELECTRIC COMPANY, an Indiana corporation, its successors, assigns and lessees  
hereinafter and hereinafter collectively referred to as the "Company", an easement  
with the right, power and privilege to construct, inspect, maintain, operate, enlarge,  
rebuild and repair any number of electric transmission lines upon one (1) line  
of structures consisting of one (1) line of wooden H-frame structures

and all appurtenances thereto, along, upon and across the real estate hereinafter  
described, together with the right of ingress and egress over the lands of Grantor  
to and from said line or lines in the exercise of the rights and privileges herein  
granted, provided, however, that in the exercise of such rights of ingress and egress  
the Company will, whenever practicable to do so, use regularly established highways  
or farm roads.

The real estate of Grantor over and across which said easement and right  
of way shall be laid out and located is situated in Vanderburgh County, State  
of Indiana, and is more particularly described as follows, to-wit:

The lands of the Grantor in the Northeast Quarter of  
the Northeast Quarter of Section Thirty-six (36),  
Township Four (4) South, Range Ten (10) West; and

The South Half of the North Half of the Southeast  
Quarter and the South Half of the Southeast Quarter,  
all in Section Twenty-five (25), Township Four (4)  
South, Range Ten (10) West.

and the approximate location of the center line of said line or of each of said lines  
of structures, as the case may be, where the same shall be laid out and located along,  
upon and across said land and the approximate locations where said structures and  
anchors appurtenant thereto shall be installed and located are shown and designated  
upon the plat which is attached hereto and by reference incorporated herein and made  
a part hereof.

Grantor, for the same consideration, further grants to the Company the right  
to trim or remove any and all trees located within 50 feet of the center  
line of any line of structures and any and all other trees which are of such a height  
that in falling directly to the ground they could come in contact with any of said  
transmission lines, and also the right to remove brush or other obstructions located  
within the same distance of the center line of any line of structures which could  
create a fire hazard to any of said transmission lines. Subject to the right of the  
Company herein set forth, Grantor reserves the right to cultivate the land included  
within said easement and right of way, provided, however, that Grantor shall not  
erect or maintain any improvements or structures, except fences, within the same  
distance of the center line of any line of structures.

The Company further agrees to pay to Grantor any and all damages that may  
be caused by the Company in going upon said land and right of way, including damages  
to crops hereinafter planted on said right of way as hereinabove provided, except  
damages arising from the cutting or trimming of trees in the manner and to the extent  
hereinabove specified and the removal of brush or other obstructions from said right  
of way as hereinabove specified, provided that there shall be no liability upon the  
part of the Company to pay, and the Company shall be fully released and discharged of  
and from, and no action shall be commenced with respect to, any claim on account of

any such damages which is not presented to and filed in writing with the Company, at its office at 20-24 Northwest Fourth Street, in the City of Evansville, Indiana, within ninety (90) days from and after the date upon which such damages shall have been sustained by Grantor.

This indenture is executed and delivered subject to the limitation that the easement and right of way and all rights and privileges hereby granted to the Company shall cease and terminate unless the Company shall within one hundred twenty (120) days from and after the date hereof pay the balance of said sum designated above as the consideration hereof to the Grantor, who is hereby designated as Agent to receive and receipt for the same, which payment may be made by depositing the Company's check in said amount in the United States Mail addressed to said Grantor at \_\_\_\_\_

or by mailing such check to the Eibertold State Bank at Eibertold, Indiana for deposit to the credit of said Grantor. In the event the Company fails to make such payment it shall, upon request, execute and deliver unto the Grantor a reasonable release of the easement and right of way hereby granted.

IN WITNESS WHEREOF, this instrument is executed this 30th day of December, 1952.

\_\_\_\_\_  
(SEAL) (SEAL)  
\_\_\_\_\_  
(SEAL) (SEAL)  
\_\_\_\_\_  
(SEAL) (SEAL)  
\_\_\_\_\_  
(SEAL) (SEAL)

STATE OF INDIANA

COUNTY OF VANDERBURGH, SS:

I, Notary, Before me, the undersigned, a Notary Public within and for said County and State, on this 30th day of December, 1952, at Eibertold, Indiana, within and for said County and State, named \_\_\_\_\_

and acknowledged the execution of the foregoing Easement for Right of Way.

WITNESS my hand and notarial seal.

My commission expires 12-31-54

Notary Public  
Notary Public,  
Evansville, Indiana