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INTRODUCTION

The right-of-way buyer is the principal contact between the Indiana Department of Transportation (INDOT) Land Acquisition Division and the property owner. The initial impression made by him/her is important to the successful acquisition of land, which is the ultimate goal of this Division. Abstracting, engineering, and appraising are preparatory functions of acquiring land. While each of these functions is an important component to the acquisition, each serves to prepare the buyer to meet the goal of this division; the timely acquisition of land from a knowledgeable owner who has been treated fairly. A condemnation suit is an undesirable, time-consuming and expensive means to our goal.

The buyer's responsibilities include:

1. Thorough review of the plans;
2. Review and update of the title information;
3. Review and understanding of the appraisal;
4. Preparation of offer materials;
5. Personal presentation of the offer to the ownership interests with an explanation of the project, plans, and acquisition procedures;
6. Addressing all owners’ concerns and determining whether plan changes or appraisal reviews are justified;
7. A Due Diligence investigation of possible environmental concerns;
8. Preparation of all instruments/documents and obtaining all necessary signatures to provide clear title;
9. Assembly of the parcel for submission;
10. Submitting the completed parcel within the target date;

The buyer must possess a valid Indiana Real Estate license (Broker or Sales + SRWA designation from International R/W Association) and be commissioned a Notary Public for the State of Indiana.

A buyer must be versed in multiple disciplines in order to review and verify correct all the preceding land acquisition preparations. The abstract/title report is prepared for engineering use one to three years prior to an offer being made. The buyer must have a working knowledge of title law and be able to update a title report. This requires the buyer to be familiar with the county land records system and the functions of the various county offices. The buyer must also know how to read right-of-way plans in order to be able to adequately explain the project and the purpose of the acquisition to the owner. He/she will also possess a basic knowledge of the appraisal process, damage theory, and real estate law. Once the buyer is competent in these disciplines, he/she must be able to effectively communicate his knowledge to an owner under difficult circumstances.

The following chapters will review each of these responsibilities in greater detail. This manual will explain the required procedures and use of the forms, however, a basic knowledge of real estate law, title, appraisal methodology and plan reading skills are required of the buyer and are not practicable to be covered in this format. This manual is intended to act as both a training manual to be used in conjunction with an intensive training program and as a technical reference.
guide for the working buyer. It is NOT to be considered an encyclopedia to buying that will provide all the necessary skills simply by reading it. The format is arranged to address issues in the same order in which they occur when working a parcel. If you have an interest in a particular subject you should reference the index to locate the chapter(s) which discusses that subject. Refer to the Appendix in the back of this manual for all cited enclosures.

**Conflict of Interest**
Accountability to the public is focused upon by many people outside the department. The buyer must be constantly alert to the smallest perception that his or her activities could be questioned by the general public. Accountability starts with the individual buyer and how the buyer performs his or her job. When dealing with the public, honest and appropriate business practices are very important. Although the department is not operating for a profit, it is responsible for a very large amount of money. Any time there is money involved, there is the possibility of fraud, waste, abuse, or mismanagement of those funds. The right-of-way buyer must be constantly aware of the penalties of conflict of interest laws and procedures. The policy of the department follows the laws of the State and the regulations of the Federal Highway Administration. Indiana Code (IC) 35-44-1-3 states “A public servant who knowingly or intentionally (1) has pecuniary interest in; or (2) derives profit from; a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D felony.”

Federal Highway Administration Regulations, 23 CFR Sec. 1.33 states “No official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or government instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for an in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section.”

**An Overview of the Process**
INDOT acquires properties under the authority granted in Indiana Code (IC) 8-23-2-6 which provides for the department to "Acquire by purchase, gift, or condemnation." IC 8-23-18-1 also extends INDOT's eminent domain authority to acquire other governmental entities' properties. IC 8-23-7-2 authorizes INDOT to acquire properties for more specific purposes relating to highway construction. IC 8-23-8-3 authorizes INDOT to acquire land and rights for limited access highways. IC 8-23-20-20 provides for the acquisition of junkyards which can not be adequately screened from highways.

**IC 8-23-2-6 Powers of department**
(a) The department, through the commissioner or the commissioner's designee, may do the following:
(1) Acquire by purchase, gift, or condemnation, sell, abandon, own in fee or a lesser interest, hold, or lease property in the name of the state, or otherwise dispose of or encumber property to carry out its responsibilities.

(6) Perform all functions pertaining to the acquisition of property for transportation purposes, including the compromise of any claims for compensation.

The basic steps involved in an eminent domain acquisition include:

1. An appraisal and review of the area to be acquired.
2. A written offer with description of the area to be acquired.
3. The buyer attempts to resolve any valid problems or concerns the owner may have.
4. The owner accepts or rejects the offer within a 30-day period.
5. If accepted, the buyer prepares the necessary instruments, obtains the signatures, clears all liens and submits the parcel for review and approval.
6. Payment is made within 90 days of obtaining clear title; the deed is subsequently recorded and INDOT takes possession.
7. If rejected, the parcel is forwarded to the Office of the Attorney General who files suit in the county of the project. The court will hear objections and issue an order of appropriation which authorizes INDOT to acquire the property through eminent domain. The court appoints appraisers who will return a report of value. INDOT posts the court appraisers award with the county clerk and has rights of possession. The owner or INDOT can file an exception to the court's appraisal and proceed to a jury trial which will establish the final value of the acquisition. The owner must return the amount withdrawn which is in excess of the jury's award (if any).

IC 32-24-1-5 states that a suit can not be filed before 30 days after the offer is made. INDOT will pay up to $25,000 of the owner’s attorney fees if the final award exceeds INDOT's final offer. INDOT pays the court costs which include court appraisal fees.

REAL ESTATE GUIDANCE FOR TRANSPORTATION ENHANCEMENT PROJECTS

Real estate and property management issues must be addressed in many of the proposed Transportation Enhancement activities. Transportation Enhancement activities may involve property acquisition, restoration and rehabilitation of structures, and lease agreements. The purpose and the need for the acquisition shall be clearly documented as part of the project development process.

Acquisition of real property for Transportation Enhancement activities is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 regarding the acquisition procedures and relocation assistance. An agency or qualified organization without the power of eminent domain is subject to the limited requirements set forth in 49 CFR 24.101(b).
23 CFR 710.201(e), provides that “The real property interest acquired for all Federal-aid projects funded pursuant to title 23 of the United States Code shall be adequate for the construction, operation, and maintenance of the resulting facility and for the protection of both the facility and the traveling public.” Consequently, when acquiring property interests for Transportation Enhancement projects, project sponsors should exercise caution and obtain fee title or a permanent easement unless there are compelling reasons in obtaining some other interest.

In those rare or unusual instances, it may be reasonable to acquire less than fee title or a less than permanent easement. In cases where the right-of-way interest is not in perpetuity, there should be a careful evaluation to guarantee control of the property for the expected life of the facility or to ensure, at a minimum, that the facility can be expected to function as intended. Adequate legal instruments could be a license agreement, lease, covenant, or other document to allow the facility to operate or function for a specified period of time based on its typical useful life or other reasonable prescribed time based upon the investment.

There may be some projects, such as shared use paths, where land is owned or controlled by another governmental agency other than the project sponsor. In these cases, an interagency agreement to allow construction, operation, and maintenance of the facility may be acceptable. Another example would be a utility or other entity that would be willing to grant a license to construct a facility, provided the utility would retain the right to use the land if needed for its operations. In those situations, provisions should be included to have the facility reconstructed or relocated to continue serving the same need, or alternatively to repay the federal funds. In some instances, it may be appropriate to provide for the partial recovery of federal funds if the facility does not fulfill its full useful life. An example would be a 20 year preservation agreement that would no longer be functional after 15 years due to unforeseen circumstances. The agreement between INDOT and the project sponsor will provide for the project sponsor to return a pro-rata portion of the federal funds based on the time elapsed; in this case the project sponsor would need to return 25% of the federal funds spent on the project.

Property management issues to consider for Transportation Enhancement projects include:

1. If the LPA will be acquiring less than fee simple title or a permanent easement for a project, the INDOT-LPA contract will state the purpose of the project and outline how the property will be used and maintained in the future. The contract will include any conditions and requirements for the repayment of federal funds. The useful life of the project will be included in the contract.

2. It is important that the applicant discuss how and for what purpose the property will be used following the rehabilitation. When properties are to be leased with the income going to the applicant, a portion of the proceeds should go toward the future maintenance of the structure, and should account for reserve funds for replacements.

3. Where the primary purpose of the project is to enhance a historic transportation facility, coordination with the appropriate historic agencies can help to ensure that protective language is included in any agreement before federal funds are obligated (authorized) for the project.
4. The LPA shall ensure the continuance and maintenance of the public investment over time and should include plans and measures the LPA will use to finance any needed repair, renewal and/or rehabilitation of the public investment. The LPA should include these plans and measure in the project application. Under no circumstance can Federal funds be used for maintenance of the private portion of the facility/project.

5. Generally, for significant federal-aid investments, public interest in and access to the activity should be in perpetuity. However, the extent of real property interest needed for the protection of the public interest in the expenditure of Transportation Enhancement funds is somewhat dependent on the nature and magnitude of the expenditure. For example, if the project were simply to provide a gravel parking lot to be used to enhance a transportation use on lands under State ownership, a limited property use agreement would be sufficient. An expenditure of $5,000 for a gravel parking lot with an agreement that the lot would be retained in that use for 5 to 7 years might be reasonable.

6. The expenditure of $1,000,000 to rehabilitate a historic train station will require a much longer time period to amortize the public investment. The INDOT-LPA contract will require a commitment to preserve the building, maintain the historic integrity, and sustain the planned use for which the Transportation Enhancement award was granted. The LPA shall provide to INDOT plans and measures the LPA will use to finance any needed repair, renewal and/or rehabilitation of the public investment and these plans and measures will be incorporated into the INDOT-LPA contract. The INDOT-LPA contract will also provide for the recapture of the federal investment if the property is converted to another use or purpose. Whenever buildings are involved, they shall be insured and a provision made to reimburse the amount of federal funds from the proceeds if the building is sold or destroyed. (See 23 CFR 710.201(e), 23 CFR 710.511(c) and 49 CFR 18.31(c)).

7. Protection of property rights for the continued use of a facility, or for use over a specified period of time shall be captured in the form of a legal document which must be recorded in the land records. These types of property reservations could be leases or other evidence of a property interest.

8. Reversionary clauses may be appropriate in some instances where the property is originally obtained at no cost from a federal agency through a federal land transfer. These clauses would assure that where the property is no longer needed for the purpose for which it was transferred it would be offered for return to the original owner.

9. Transportation Enhancement projects can involve real property, funds, materials, or services provided by units of local government and private entities. A donation of this type may be eligible for a credit to the matching share. To be eligible for a credit, the real property may not be part of a current transportation facility (23 CFR 710.507(c)). The fair market value of the real property, materials, or services may be credited against the non-federal share of the project.

10. The LPA must include the Title VI provisions of 49 CFR 21 in any leases or agreements.

At the time of application, the LPA shall follow the procedure below if in the unusual and compelling circumstance the LPA desires to obtain less than fee simple title or a permanent easement for a project:
A. The LPA must notify, in writing, INDOT that it is proposing to acquire less than fee simple title or a permanent easement. The LPA shall indicate what interest and how long the LPA will have the interest it is proposing to acquire for the project. The LPA shall document the compelling reason for its proposal and include the anticipated cost savings and time savings.

B. INDOT will evaluate the LPA’s proposal.

C. If INDOT approves the proposal, it will request FHWA concurrence.

D. After INDOT approves and FHWA concurs in writing, the purchase of less than fee simple title or a permanent easement for a project, INDOT will draft a contract (or supplement if an INDOT-LPA contract has already been signed by the parties) which establishes the useful life (asphalt trails—no less than 25 years; concrete trails—no less than 30 years; roof for building—no less than 25 years; others—case-by-case basis) of the project, the plans and measures the LPA will use to finance any needed repair, renewal and/or rehabilitation of the public investment, and pro-rata repayment terms if the public investment ceases to be used for its approved-use.

E. After the LPA and INDOT sign the contract or supplement containing the useful life and repayment terms, the LPA can proceed in accordance with the approved acquisition plan. INDOT will provide the LPA with a copy of the approvals.

F. The INDOT Transportation Enhancement coordinator will keep a list of all projects wherein less than fee simple title or a permanent easement is obtained after the effective date of this policy. The inventory will include the following data:

1) Des. No.
2) Date construction contract was awarded
3) Date construction of project was completed and opened to the public
4) Useful life
5) The amount of federal funds spent on the project
6.) The interest the LPA has acquired and the length of time covered; and
7.) Date and County in which the LPA’s interest was recorded (including Book and Page Numbers)

G. Each May 1st the Transportation Enhancement Coordinator will have the appropriate district determine whether the project is being used for its approved purpose. The results of the survey will be reported to FHWA on or before August 1st each year.

H. In the event a project is no longer being used for its approved purpose and the useful life of the project has not been reached, the Local Program Assistance Office will bill the LPA for a pro-rata portion of the federal funds. INDOT will report to FHWA when the repayment occurred.

Note: INDOT will repay FHWA once the matter is identified. INDOT and the LPA can work out repayment terms at any time, irrespective of reimbursement to FHWA.
CHAPTER ONE

PLAN REVIEW

Upon receipt of a project, the buyer must review the plans to determine the nature of the project, its effects on the subject properties, and the need for the taking. The buyer's ability to interpret the plans, explain the necessity of the taking, and answer the owner's questions will establish the tone of the relationship he/she will have with the owner. If the buyer cannot give a clear explanation of the plans and answer the owner’s questions, he/she will not have confidence in any of the buyer’s further explanations of appraisal methodology, acquisition procedures or INDOT policies.

You should begin plan review by noting the type of project (bridge or road) on the cover sheet. Then familiarize yourself with the format of the parcel index sheet. This sheet will direct you to the appropriate pages for a particular parcel and save considerable time in searching through the entire set of plans.

The typical cross-section sheet will show you what type of road, surface and ditches will be constructed. Review this sheet noting edge-to-edge pavement width, number of lanes and their widths, shoulder width, type and size of side ditch and its side slopes. This sheet may denote the design variations of the road within different sections of the project by station lengths or show county roads (S lines) and Local Service Roads (LSR). The typical cross-section sheet may also show erosion control methods for side ditches and fish pool/sediment traps.

The plat 1 sheet will orient you to the general area of the project and show property lines. The plan and profile sheet will provide you the location of the new and existing improvements and elevations, property lines and drainage grades. Any change or new improvement, which will affect the owner's use and enjoyment of his property, must be noted in your Buyer's Report in order for him/her to make an informed decision on this sale. These changes could include things such as new shoulders, guard rails, side ditches/side slopes, elevations, drive location-surface-widths, drainage patterns, Access Control Lines, fences, and rip-rapped areas. When you have familiarized yourself with the plan and profile, you should then color or highlight the areas of takings in order to assist the owner in recognizing these areas. Use a different color for permanent takings than you will use for temporary and/or perpetual easements. Interstate road plans may contain detail, interchange geometrics and drainage sheets.

Some plans may contain aerial photographs which are useful in determining drainage patterns. The plans must also contain a structure and approach table which delineates the type, location, and size of improvements to be constructed.

Refer to the Plan Reading Checklist for assistance in preparing to review and explain the plans to property owners (enclosure #1).
CHAPTER TWO

OWNERSHIP INTERESTS AND PREPARATION OF THE DEED

Every parcel must include a title report or abstract. It is the buyer's primary responsibility to know the character of the title to be acquired. Failure to properly review the abstract can lead to the acquisition of flawed title.

The buyer should begin with a review of the title history to verify that he agrees with the abstractor's opinion of ownership. If acquired through multiple deeds, does the owner hold 100 percent of fee title under the same name and nature of title? INDOT's policies require no less than a 20 year title search on fee simple acquisitions or parcels with environmental problems. Temporary easement only acquisitions will contain no less than the last deed of record.

Review the caption deed to verify that the owner's name and nature of title is as the report cites it. Verify that the owners' names are spelled the same in the deed as the report cites them. Typographical errors do occur. Also note any subjections or reservations on the owner's caption deed. These subjections may not appear in the report summary because they were not recorded separately. For example, if the owner assumed a mortgage, the deed subjection will likely be the only notice of this lien if no other instruments are recorded separately. Mineral interests may have been conveyed over 20 years prior and will only show up as a reservation in the later deeds. It is, therefore, very important for you to recognize these title flaws which are not noted by the report.

You should then note all other interests in the subject parcel which must be released. These will most commonly include life estates, contract buyers, mortgagees, lessees, easement holders, and mineral interests.

The buyer will update the title report by completing the Supplemental Title and Encumbrance Report form (enclosure #2). Any changes in the title will be detailed in the report. The buyer will verify with the county auditor's transfer record that the property has not been sold in part or whole. If the transfer record indicates a new ownership, you will then check the recorder's deed and mortgage records and obtain copies to bring the title up to date. If the new ownership is only a sell-off of the original tract, you will plat the description of the sell-off to identify whether it is within the area to be acquired. A "Notice of Land Acquisition Name Change" (enclosure #3) will be completed and submitted to the Buying Section clerk, with a copy placed in the parcel. This provides INDOT's database with the accurate ownership information which can be referenced in the future.

The following is a list of the types of ownership, interests of less than fee, and liens which may be encountered and the standard methods used to clear them. These rules apply to any type of conveyance instrument: deeds, temporary easements, rights of entry, etc. The buying process frequently encounters unique circumstances which must be dealt with by means other than standard practices. If you encounter such a situation you should review it with the Buying Manager to determine the best way to resolve the issue.

OWNERSHIPS
All owners will be made party to the offer and sign an acceptance of offer, warranty deed, claim voucher and any necessary supporting documents such as affidavits to convey clear title. The offer will cite the owner exactly as he took title, unless the caption deed contained an error such as a misspelling or an incorrect or confusing recitation such as "tenants in common with rights of survivorship" or "subject to a life estate." Please pay special attention to the notary block because the name, type of ownership, and title of the person (if not signing in individual capacity) must be included there to be valid.

2.1 Tenants in common, Tenants by the entirety (Husband and Wife), Joint tenants with rights of survivorship

These are the most common ownership interests which you will encounter. The offer will be addressed, and presented, to all parties.

If more than one owner is listed on the caption deed, then those owners are tenants in common, unless there is explicit language to the contrary. Tenants in common may hold unequal interests. If the caption deed cites their interests, you should include a recitation of their interests on the deed granting clause. For example, "John Doe, an undivided 1/4 interest." If a tenant in common has died you should verify whether an estate was opened (see Estates, 2.4). Most acquisitions will require an Estate to be opened. Minor acquisitions (under $5,000), where the owner died without a will may not require an Estate. If you have this situation, please consult the Buying Manager for further instruction.

If the property is owned as "tenants by the entirety" or as "husband and wife," the marriage is considered the owner and both husband and wife will be made party to the offer and sign the deed. If one of the parties has died, the surviving spouse becomes the sole owner through their position as the sole partner in the marriage. You must add a surviving spouse paragraph to the deed (and any other conveyance instruments) in this form:

________________ (Name of Surviving Spouse) represents and warrants that (he) (she) is the surviving spouse of ________________, who died in the County of ________________, State of ________________, on ________________, and that they lived together continuously as husband and wife until the date of decedent’s death, that husband and wife held title to the subject real estate as tenants by the entireties, that all funeral expenses, expenses of last illness, and debts of every kind and character were fully paid, that state, federal, or any other taxes which might have been assessed against the decedent’s estate have been paid in full. ________________ (Name of Surviving Spouse) makes these representations for the purpose of inducing the Auditor of said County to remove decedent’s name from the tax records, and to induce the State of Indiana to accept a deed from the Grantor conveying the subject real estate to the State of Indiana.

All joint tenants with rights of survivorship hold equal interests and will be party to the offer. A joint tenancy's rights of survivorship must be specified in the caption deed granting clause in order to be created. If it is not specified, then the parties are tenants in common. If a joint tenant is deceased, you must add a survivorship paragraph to the deed (and any other conveyance instruments) in this form:
Grantor represents and warrants that (he)(she)(they) knew in (his)(her) lifetime a person named __________________ and that person died in the County of __________________, State of __________________, on ______________________ and that Grantor and decedent held title to the subject real estate as tenants with rights of survivorship. Grantor makes these representations for the purpose of inducing the Auditor of said County to remove decedent’s name from the tax records, and to induce the State of Indiana to accept a deed from the Grantor conveying the subject real estate to the State of Indiana.

2.2 Life Estates

A life estate is a reservation/subjection in a deed which grants a right, to either the grantor or a third party, to occupy and earn profits from a property during their lifetime. This interest will expire upon the death of the life estate interest. Life estates are treated the same as a tenant in common ownership except that their limited interest will be noted in the offer and deed granting clause as “John Doe, Life Estate Interest Only.” Preferably, the life estate holder should sign the same Warranty Deed signed by the other owners. If the life estate holder is also signing the deed in another capacity (for example he is the trustee of a trust), make sure the signature blocks clearly state when he is signing for the trust, and when he is signing individually for his life estate. If the holder of the life estate interest has died you must add a death paragraph to the deed (and any other conveyance instruments) in this form:

Grantor represents and warrants that (he)(she)(they) knew in (his)(her) lifetime a person named __________________ and that person died in the County of __________________, State of __________________, on ______________________ and that decedent held a life estate in the subject real estate until (his)(her) death. Grantor makes these representations for the purpose of inducing the Auditor of said County to remove decedent’s name from the tax records, and to induce the State of Indiana to accept a deed from the Grantor conveying the subject real estate to the State of Indiana.

2.3 Contract Buyers

A contract buyer is considered to hold an equitable interest in the title to the extent of his investment. The contract buyer will be made a party to the offer and his interest cited. Contract buyers are treated as an ownership interest except that they are allowed to quit claim their interest if they object to signing a warranty deed (see Chapter 8, Deed Preparation). If they sign a warranty deed their limited interest will be noted in the granting clause (“John Doe, Contract Buyer’s Interest Only”). If a contract buyer dies, you will need to get the documents signed by the Estate.

2.4 Estates

If the owner of record is deceased you should review the estate file in the county clerk's office to determine if the estate is open or closed. An estate must be filed in the county of the subject property even if the owner resided and died elsewhere.

Closed estates
If the estate is closed, you should get a copy of the court's order of final decree, which distributes the assets, to determine the new owner(s). You will make the offer to the new
The new owner(s) must record this court order, an affidavit or an executor's deed in order to be recognized as the owner(s) of record on the auditor's plat. While the court order does grant legal title, if unrecorded the auditor will reject INDOT's deed from the heir for recording because it conflicts with the auditor's transfer book which still reflects the deceased's ownership. A title update showing the recording of the documents and the county’s transfer of ownership to the new owners must be in the parcel, or it will be rejected by legal review. Occasionally, an estate may need to be re-opened because the real estate was not distributed. Please contact the Buying Manager for assistance in this situation.

**Open estates**

If an estate is open, the offer should be made to the estate through the personal representative. You will address the offer to the "Estate of John Doe" and present it to the personal representative. A copy of the order appointing the executor will specify if the estate is unsupervised, thus giving the personal representative authority to sell property. If the order does not specify unsupervised, then the estate is supervised by the court and **the personal representative must petition the court for approval of the sale.** INDOT will pay reasonable attorneys fees, if necessary and as approved by the Buying Manager, for petitioning the court. The personal representative will sign the deed after receiving a court order approving the sale (if a supervised estate). **A copy of the order appointing the personal representative (for either a supervised or unsupervised estate) and the order authorizing the sale (only if a supervised estate) must accompany the signed deed.** Please note that the deed cannot be signed and dated prior to the date of the court order providing authority. Here is an example of the signature block for a personal representative of an Estate (unsupervised):

Estate of John Doe

By: Trevor Doe__
Trevor Doe, Personal Representative under Cause No. 45C01-1009-EU-82

Here is an example of the signature block for a personal representative of an Estate (supervised):

Estate of John Doe

By: Trevor Doe__
Trevor Doe, Personal Representative under Cause No. 45C01-1009-ES-82
Pursuant to Court Order dated: ________________

**No estate opened**

In some rare occasions, it may be appropriate to obtain a deed signed by the owner’s descendants. Advanced written consent of the Buying Manager and the Office of the Attorney General must be obtained to acquire real estate in this manner because some counties will not accept deeds of this type. The real estate would have to be of small value (less than $10,000) and the owner died without leaving a will and having less than $50,000 worth of assets. An intestacy paragraph such as this could be used:
Grantor represents and warrants that (he)(she)(they) knew in (his)(her) lifetime a person named __________________ and that person died in the County of _________________________, State of _________________________, on _______________ and that decedent owned the subject real estate at the time of (his)(her) death. Grantor represents and warrants that said decedent died intestate without a will and left surviving the Grantor, who was the _______________ (state relationship) of decedent, as (his)(her) sole and only heir at law pursuant to [cite Indiana code provision creating that type of heirship], that no administration was had upon the estate of decedent because pursuant to Ind. Code 29-1-8-3, it appears that the decedent’s gross probate estate, less liens and encumbrances, does not exceed the sum of the following: fifty thousand dollars ($50,000), the costs and expenses of administration, and reasonable funeral expenses. Grantor further represents and warrants that all funeral expenses, expenses of last illness, and debts of every kind and character were fully paid, that state, federal, or any other taxes which might have been assessed against the decedent’s estate have been paid in full. Grantor makes these representations for the purpose of inducing the Auditor of said County to remove decedent’s name from the tax records, and to induce the State of Indiana to accept a deed from the Grantor conveying the subject real estate to the State of Indiana.

2.5 Guardian

If an owner is incompetent or a minor he cannot legally convey property. The offer will be addressed to the owner but made to the owner's guardian. If the owner does not have a guardian, INDOT will pay reasonable attorney's fees, as approved by the Buying Manager, to petition the court to appoint a temporary guardian. If the owner currently has a guardian, INDOT will pay the attorney's fees to petition the court for approval of the sale. The guardian will sign the deed after receiving a court order approving the sale. **Copies of the order appointing the guardian, petition to sell and order approving the sale must accompany the deed.** Please note that the deed cannot be signed and dated prior to the date of the court order providing authority. Here is an example of the signature block for a guardian (if the owner is a minor):

John Doe, a minor

By: Casey Doe
Casey Doe, his legal guardian

Here is an example of the signature block for a guardian (if the owner is NOT a minor):

John Doe

By: Monica Doe
Monica Doe, under Cause No. 45C01-1009-GU-82
Pursuant to Court Order dated: ____________________
2.6 Trusts

If a trust owns the property, the offer will be made to the trust through the trustee(s). Proof of the trustees' authority to convey must accompany a signed deed. Proof of authority can be a copy of the trust (for confidentiality, this may be limited to the signature page and the pages which establish the trust, appoint a trustee, and cite his authorities) and/or a trustee authority paragraph. The trust may use a Trustee's Deed to convey, upon review and approval by the Buying Manager. Please note that if the trustee is made payee, rather than the Trust itself, the full name of the Trust should be listed on the business name line of the voucher and he should sign the voucher as trustee. This will avoid any claims by the trust that INDOT invited misappropriation of funds, should the trustee not distribute the sale proceeds as specified in the trust agreement. Here is the trustee authority affidavit that should be included in any conveyance instrument:

The undersigned represents and warrants that (he)(she) is the Trustee of the __________ [full name of trust including dated information], that pursuant to the Trust Agreement (he)(she) has full authority to manage the affairs of said Trust and sign and execute documents on its behalf and that said authority has not been revoked, and that (he)(she) is therefore, fully authorized and empowered to convey to the State of Indiana real estate of this Trust, and that on the date of execution of said conveyance instruments (he)(she) had full authority to so act.

2.7 Power of Attorney

A power of attorney is an authority granted from one party to another to conduct business on the Grantor’s behalf. The power to sell real estate is not usually granted in a standard power of attorney. When an owner has granted a power of attorney, the buyer must verify that it specifically conveys the authority to sell real estate. The document must be recorded in the county of the subject property. A copy of the recorded power of attorney must accompany the deed or any other conveyance instrument. The deed must contain a POA paragraph citing the recording information.

The undersigned represents and warrants that (he)(she) is executing this deed in accordance with the terms of the Power of Attorney granted to him by the Grantor on the __ day of __________, 2____, which Power of Attorney was recorded as Instrument No. __________ in the Office of the Recorder of __________ County, Indiana on _______________ and said Power of Attorney has not been revoked and that (he)(she) is therefore, fully authorized and empowered to convey to the State of Indiana real estate of the Grantor, and that on the date of execution of said conveyance instruments (he)(she) had full authority to so act.

In addition, be sure that the POA signs both his name and the owner’s name on all documents. Here is an example of the signature block:
2.7a Name Changes, Mistakes in Caption Deed (N/K/A and A/K/A)

Frequently owners change their names (through marriage or divorce, for example). When that is the case, simply indicate now known as in the granting clause, signature block, and notary block: “Jane Doe n/k/a Jane Smith.” The owner should sign his/her current legal name, not his/her old name. If the caption deed had an error in the spelling of an owner’s name, you can use an also known as in the granting clause, signature block and notary block: “Jane Q. Doe a/k/a Jane O. Doe.”

2.8 Mineral Interests

Mineral interests may consist of oil and gas leases, coal leases, or a deeded fee interest in minerals. Mineral interests are separate from the overlying fee interest. A copy of the lease or mineral deed should be in the title report. The buyer should obtain a copy for the parcel file if it is not a part of the title report. Please note that the abstract may not include the original mineral deed and the mineral interests are often recognized only by a reservation in the caption deed and not by a separate instrument. Your review of the caption deed is critical to noting that this interest exists.

**Oil/gas/coal leases**

Please note that oil/gas/coal leases are not considered to be ownership interests but are included here because of their relationship to mineral interests. Deeded mineral interests will be treated as an ownership (thus requiring that owner to sign a deed) and oil/gas/coal leases will be treated as leasehold interests (see Chapter 2.22, Leases).

**Inactive leases**

The buyer should review the lease to identify the development requirements and specifications for extinguishment. IC 32-23-8-1 provides for the extinguishment of oil leases one year after the last payment of rentals, or after the cessation of operation either by non-production or non-development. A lease which has not been developed, or which has been abandoned and royalties not paid, for over one year may be released of record by a Lessor’s Affidavit of Noncompliance by Lessee (enclosure #8). It is important that the affidavit be obtained, even though the lease is obviously not in effect, in order to release it of record.

**Indiana Code does not provide for the release of inactive coal leases by affidavit.** The buyer should review the termination requirements of the specific coal lease in order to determine the appropriate actions necessary to extinguish the interest. If the coal company still exists, it may be most expeditious for the Buyer to contact the coal company and request a quitclaim of the leasehold interest. If this is not possible, please contact the Buying Manager for further instruction.

**Active leases**

Oil, gas, or coal leases in good standing must be released by a quit claim deed from the lessee. Project exceptions may be made on a case by case basis that allow for a quitclaim of
surface rights only with FHWA approval for continued sub-surface mining or drilling has been obtained. This clause would allow the lessee to continue exploration/mining activities but prohibits penetration of the ground surface within the right-of-way acquired.

**Mineral interest deeds**

Deeded mineral interests are to be treated as an owner and made party to the offer; however, only under unique circumstances would this interest have a separately appraised value. Mineral interests must be released by a deed from the owner of the interest. If the owner objects to releasing his interest, a "release of surface rights only" clause may be added to the deed upon approval of the Buying Manager (provided a surface right is an adequate interest for construction, maintenance, and operation of the facility). This clause would allow the owner to continue exploration/mining activities but prohibits penetration of the ground surface within the right-of-way acquired.

**Inactive mineral interests**

IC 32-23-10 provides for the extinguishment of deeded mineral interests which are unused for 20 years. At this time, because of the stringent requirements of the statute and publication costs, INDOT will no longer accept an Affidavit of Mineral Lapse or Mineral Interest Affidavit of Non-Compliance. If the surface owner desires to extinguish the deeded mineral interests on their own before INDOT’s acquisition, please contact the Buying Manager for review of the documents to avoid rejection by legal review.

2.9 **Classified Use Properties**

A property owner of a forest or wildlife habitat area may register his land with the Department of Natural Resources (DNR) as a classified use property. This classification will cause the county assessor to hold the real estate taxes in abeyance. If the property is removed from the classification, all accrued real estate taxes become due. Our deed must be recorded first or the property owner will be subject to all back taxes on the area of taking. The buyer should prepare a memo to the appropriate division (Forestry, Fish and Wildlife, etc.) notifying them of our acquisition and requesting that the area of take be removed from its classified status after our deed is recorded (enclosure #10). The memo will be held by the Buying Section until after the deed is recorded.

2.10 **Federal Land Transfers**

Federal Land Transfers are regulated by Title 23 CFR 710.601 of the Federal Regulations. When it is necessary to acquire lands from a Federal Agency, a "submission of application" must be made through the Federal Highway Administration via the division administrator. The submission of application substitutes for the Uniform Land Acquisition Offer Letter and should be sent to:

Federal Highway Administration  
Division Administrator  
Room 254, Federal Office Building  
575 North Pennsylvania Street  
Indianapolis, Indiana 46204
A few crucial steps must be taken prior to sending the application. The first step is to contact the Federal Agency’s civil engineer technician. This person must be provided with the plan and profile sheets, land plat, archaeological reconnaissance report, an environmental assessment report, and legal description. These items will provide the local office of the Federal Agency the information to do their scoping and to prepare a "decision memo" which will result in the preparation of an "Immediate Right of Entry" for INDOT.

The Submission of Application letter shall consist of the project number, parcel number, code number, and Des number and be formatted in the following manner:

- Paragraph One should state that the State desires to make application for transfer of the land held in title by the agency, and specifically mention which forest the land is within.

- Paragraph Two should state the purpose for which the land is needed, the approximate location of the parcel, and the interest to be acquired by a Highway Easement Deed.

- Paragraph Three should state under what provisions the construction phase of the project will be performed. It must also state what specific agency and office controls the land, as well as how and when the agency acquired title to the land.

- Paragraph Four should state, "In order that construction not be impeded, we are requesting an immediate right of entry onto the subject lands while the mechanics of the transfer are being completed."

The application letter must be signed by the Office of Real Estate Manager for the commissioner.

The request package to be submitted will consist of the application letter, the highway easement deed, the legal description (Exhibit A), the land plat (Exhibit B), and a copy of the plan sheet and profile. These items must all be on 8.5" X 11" paper. An original plus two copies must be sent.

The time it takes to get the deeds back from the Federal Highway Administration will take anywhere from six months to one year or possibly longer. On return of the documents, the commissioner will need to sign all three copies. The deeds will then be sent out for recording.

When they are returned, a recorded copy must be sent to the Federal Highway Administration for their records.

**National Park properties**

National park property is held in the name of “United States of America, Department of the Interior, National Park Service". All national parks in Indiana are administered by a superintendent at the park facility. The superintendent's immediate supervisor is the regional director. The offer should be made to the director whose address is:

United States of America  
Department of Interior  
National Park Service  
Midwest Regional Office  
1709 Jackson Street  
Omaha, NE 68102-2571  
Phone: (402) 221-3612
INDOT'S Pre-Engineering Division will provide:
1. An environmental assessment and finding of no significant impact and;
2. A certification of public hearing requirement and socio-economic, ecological, environmental evaluations.

These items must be included in an application for transfer. Please note that the Park Service does not accept "categorical exclusions" and at a minimum, an environmental assessment must be made. The park superintendent has the authority to issue a "letter of authorization" which will serve as a Right of Entry. This should be pursued due to the lengthy process involved in transferring park property. An inquiry should be made to the agency prior to mailing the offer to insure that the parties are familiar with the procedures. The Park Service will issue a "Highway Easement Deed." INDOT Records, Land Acquisition Code 2410, Parcel 1, has the only example of this type of conveyance.

This acquisition is so difficult and time consuming that the buyer should verify with the Design Division that the taking is absolutely necessary and cannot be eliminated, prior to beginning negotiations. If you need to reference a previous Federal Agency acquisition, see Land Acquisition Code 2972, Parcel 1 (Forest Service) or Code 2410 Parcel 1 (National Park Service) in the Division of Land Acquisition's records room.

2.11 Previously Existing Right-of-way (PER)

Prior to 1960, INDOT acquired right-of-way by easement grant. The grant provided for the use of property as right-of-way with reversionary rights to the owner upon abandonment. These grants were not always recorded, sometimes recorded years later, and some counties refused to record them at all.

If an owner challenges the existing right-of-way line you should first review the abstract to determine if a recorded grant was included. If the owner took title by a deed "subject to all existing rights of way and easements of record" after the grant was recorded, INDOT has valid title to the existing right-of-way.

The least desirable solution is to have the Records Unit search for proof of grant, Engineering add the existing right-of-way to the deed, and for Appraising to adjust the offer. The appraisal will only pay for the area to the edge of pavement, as the area beneath the existing roadway is considered acquired by prescriptive easement. While this method is time-consuming for all Sections, it is preferable to condemnation.

2.12 Bankruptcy

If you encounter an owner who has filed bankruptcy, you should ask the owner the name of his attorney. You will ask the attorney to petition the court to approve the sale. Any property held as an asset in a bankruptcy must have court approval of the sale. If the bankruptcy has progressed to the point that a trustee has been appointed, the trustee will be considered the owner of the property and will receive the offer. The petition to sell, the certified notice to creditors, and the order from the bankruptcy court approving the sale must accompany the deed, signed by either the owner or the bankruptcy trustee. You should review the court order to verify that the sale is free and clear of all liens and that clear title will be conveyed to the state. The deed will be signed by either the owner or the bankruptcy trustee and must be submitted to the Attorney General's Office for approval prior to processing payment.
2.13 Local Government Property

Political subdivisions of the state, including any county, municipality (e.g. cities or towns), township, municipal corporation, or special taxing district, are authorized to convey lands to the State, with or without consideration, for the construction or improvement of any state highway (IC 8-23-18-3). A municipal corporation may be a school corporation, housing authority, fire protection district or other special taxing district, to name but a few. The sale of property is subject to the approval of the executive and the fiscal body, or only the fiscal body if the political subdivision has no executive. You should make the offer to the executive. The executive will sign all parcel documents, except in the rare case where there is only a fiscal body. **Additionally, the executive must arrange for the approval of the fiscal body. This may require getting on the agenda for a scheduled meeting, so be sure to ask about this process when you present the offer to avoid delays.** You must include in the parcel file a copy of the approval of INDOT’s acquisition by the fiscal body in the form of meeting minutes or a resolution. The resolution or meeting minutes must include, at a minimum, the date of the meeting, that a vote was held and a resolution passed to accept INDOT’s offer of $___ for the real estate located at __________, and the name and title of the executive who is authorized to sign the deed and/or other documents.

These are examples of the “executive” in the following circumstances:

1) **County** – Board of Commissioners  
2) **County with a consolidated city** – Mayor  
3) **City** – Mayor  
4) **Town** – President of the Board of Trustees or sometimes a Town Manager  
5) **Township** – Trustee  
6) **School Corporation** – Superintendent  
7) **All other subdivisions** – Chief Executive Officer

These are examples of the “fiscal body” in the following circumstances:

1) **County** – County Council  
2) **County with a consolidated city** – City-county council  
3) **City** – Common (or city) council  
4) **Town** – Board of Trustees  
5) **Township** – Township Board  
6) **All other subdivisions** – Governing/budget board

If you are acquiring property from a county, you should present the offer to the county commissioners. The conveyance instruments should be signed by at least two of the three commissioners. Here is an example of the signature block:

**Dearborn County, Indiana**

By: ___________________  
Thomas Jefferson, County Commissioner

By: ___________________  
Benjamin Franklin, County Commissioner
By: ___________________
    George Washington, County Commissioner

Also, you should add to the conveyance instrument an authority paragraph. Here is an example:

The undersigned represent and warrant that they are the County Commissioners of the Grantor, that pursuant to resolution of the County Council they have full authority to manage the affairs of said County and sign and execute documents on its behalf and that said authority has not been revoked, and that they are therefore, fully authorized and empowered to convey to the State of Indiana real estate of the County, and that on the date of execution of said conveyance instruments they had full authority to so act.

The acquisition must be supported by a resolution or meeting minutes from the County Council.

If you are acquiring property from a city or consolidated city (Indianapolis) you should review the caption deed to identify the exact grantee. If the caption deed conveys to "the City of Columbus", you should make the offer to the mayor or his representative. The mayor will sign the conveyance instrument and it must be supported by a resolution by the city council or city-county council. Here is an example of the signature block:

City of Columbus, Indiana

By: ___________________
    Abraham Lincoln, Mayor

Also, you should add to the conveyance instrument an authority paragraph. Here is an example:

The undersigned represents and warrants that (he)(she) is the Mayor of the Grantor, that pursuant to resolution of the City Council (he)(she) has full authority to manage the affairs of said City and sign and execute documents on its behalf and that said authority has not been revoked, and that (he)(she) is therefore, fully authorized and empowered to convey to the State of Indiana real estate of the City, and that on the date of execution of said conveyance instruments (he)(she) had full authority to so act.

The acquisition must be supported by a resolution or meeting minutes from the City Council.

If you are acquiring property from a city but the caption deed identifies the grantee as "the City of Columbus by its Parks Department," you will make the offer to the parks board director but the mayor will still sign the deed. It will be supported by a resolution by the parks board. This logic will apply to any department of a city or county which is cited as the grantee in the caption deed; i.e. Department of Public Works, Street Department, etc. Please note that local ordinances may provide other officials the authority to convey and override these guidelines of authorization.

If you are acquiring property from a town, you will make the offer to the president of the town board. The deed will be signed by either the president or the entire board as directed by the adopted resolution by the board. All conveyances from towns must have town board
approval (IC 36-5-2-9). Use the examples above for the signature block and authority paragraph to add to the conveyance instrument.

If you are acquiring property from a township you will make the offer to the trustee who will also sign the deed. Deeds must be supported by a resolution by the township board. Use the examples above for the signature block and authority paragraph to add to the conveyance instrument.

2.14 Corporations

Corporations must be registered and in active standing with the Secretary of State in order to have legal standing in the state. All acts by the officers of a corporation must be within their authority as prescribed in the bylaws of the corporation or as directed by a resolution of the board of directors.

You should make the offer to the corporation through an officer or his representative, such as a property manager. An officer, typically the president, authorized by the board of directors, will sign the deed and his signature may be attested by a second officer, typically the secretary. While Indiana law does not require the officer's signature to be attested, you should ask the Corporation if their bylaws require it. The officer's authority to convey will be established by a certified copy of a resolution of the board approving the sale to INDOT and authorizing the officer to sign the documents. For partial acquisitions of $50,000 or less, you may request that the Buying Manager waive the requirement of a resolution. For acquisitions that are total takes or greater than $50,000, the Deputy Attorney General require a resolution signed by all of the Board of Directors (or all shareholders if there is no Board of Directors) that approves the sale and authorizes the officer to sign documents. A sample Corporate Consent Resolution is available, but resolutions prepared by the corporation are acceptable as well as long as they are dated before the date of the deed or other conveyance instrument.

On the conveyance instrument you must add an authority paragraph. Here is an example:

The undersigned represents and warrants that (he)(she) is a duly elected officer of the Grantor; that the Grantor is a corporation validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full corporate capacity to convey the real estate interest described; that pursuant to resolution of the board of directors or shareholders of the Grantor or the by-laws of the Grantor (he)(she) has full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that (he)(she) is therefore, fully authorized and empowered to convey to the State of Indiana real estate of the Grantor, and that on the date of execution of said conveyance instruments (he)(she) had full authority to so act; and that all necessary corporate action for the making of this conveyance has been duly taken.

Here is an example of a signature block:

Howard & Sons Auto Repair, Inc.

By: ______________________

Jonathan Howard, President
If you encounter a one person corporation you should verify the officers with the Secretary of State's Corporations office by checking online at https://secure.in.gov/sos/online_corps/name_search.aspx. If the incorporation filing does indeed show only one person holding multiple offices, the officer may sign the corporate consent resolution, as secretary, and sole shareholder, indicating that he is authorized to sign a deed as president.

If you encounter a corporation or other business entity that has been dissolved, no longer has legal status in its home state, or you suspect no longer exists, please contact the Buying Manager for further direction.

2.15 Partnerships

A partnership is an association of persons for business purposes. You will make the offer to the partnership through one or all of the partners. All partners are general partners and any one may act for the partnership unless specified otherwise in the partnership agreement. You may have all partners sign the conveyance documents or one partner may sign the documents if a Partner Consent Resolution is signed by all partners (enclosure #14) to verify his authority to convey for the partnership. In addition, you must include a partnership authority paragraph in the conveyance instrument. Here is an example (when all Partners are signing):

The undersigned represent and warrant that they are the Partners of the Grantor; that the Grantor is a partnership validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full capacity to convey the real estate interest described; that pursuant to a resolution of the partners of the Grantor or the Partnership Agreement of the Grantor they have full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that they are therefore, fully authorized and empowered to convey to the State of Indiana real estate of the Grantor, and that on the date of execution of said conveyance instruments they had full authority to so act; and that all necessary partnership action for the making of this conveyance has been duly taken.

Here is an example of a signature block:

Howard & Sons Auto Repair

By: ______________________
     Jonathan Howard, Partner

By: ______________________
     Jason Howard, Partner

By: ______________________
     Jonathan Howard, Jr., Partner

Limited Partnerships
Limited partnerships must be registered with the Secretary of State's Corporations office. **Only general partners in a limited partnership have the authority to act for the partnership and then only if the partnership agreement specifies their authority to convey real estate.** You should make the offer to the partnership through the general partner. The general partner will sign the conveyance instrument and his authority to sign will be supported by a Partner Consent Resolution (*enclosure #14*). A corporation may be the general partner of a limited partnership. In such instances you will obtain both a Partner Consent Resolution (*enclosure #14*) and a Corporate Consent Resolution (*enclosure #12*) to verify the corporation's authority to act as general partner and the officer’s authority to act for the corporation. In addition, you must include a partnership authority paragraph in the conveyance instrument. Here is an example (when the General Partner is a person, not a corporation):

The undersigned represents and warrants that (he)(she) is the General Partner of the Grantor; that the Grantor is a limited partnership validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full capacity to convey the real estate interest described; that pursuant to a resolution of the partners of the Grantor or the Partnership Agreement of the Grantor (he)(she) has full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that (he)(she) is therefore, fully authorized and empowered to convey to the State of Indiana real estate of the Grantor, and that on the date of execution of said conveyance instruments (he)(she) had full authority to so act; and that all necessary partnership action for the making of this conveyance has been duly taken.

Here is an example of a signature block:

Howard & Sons Auto Repair, LP

By: ______________________

    Jonathan Howard, General Partner

If you have a situation where the General Partner is a corporation, then you will need both levels of authority paragraphs:

The undersigned represents and warrants that [name of corporation] is the General Partner of the Grantor; that the Grantor is a limited partnership validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full capacity to convey the real estate interest described; that pursuant to a resolution of the partners of the Grantor or the Partnership Agreement of the Grantor said corporation has full authority to execute and deliver this instrument on the limited partnership’s behalf and that said authority has not been revoked; that said corporation is therefore, fully authorized and empowered to convey to the State of Indiana real estate of the Grantor, and that on the date of execution of said conveyance instruments said corporation had full authority to so act; and that all necessary partnership action for the making of this conveyance has been duly taken.
The undersigned represents and warrants that (he)(she) is a duly elected officer of the _________________ [name of corporation], that the said corporation is a corporation validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the said corporation has full corporate capacity to convey the real estate interest described; that pursuant to resolution of the board of directors or shareholders of said corporation or the by-laws of the said corporation (he)(she) has full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that (he)(she) is therefore, fully authorized and empowered to convey to the State of Indiana real estate of the Grantor, and that on the date of execution of said conveyance instruments (he)(she) had full authority to so act; and that all necessary corporate action for the making of this conveyance has been duly taken.

Here is an example of a signature block (with a double level of authority):

Howard & Sons Auto Repair, LP

By: Howard & Sons Auto Repair, Inc., its General Partner

By: ______________________

Jonathan Howard, President

2.16 Limited Liability Companies

Limited liability companies must be registered with the Secretary of State's Corporations office. Limited liability companies consist of members who share managerial responsibilities. The company may delegate all decision-making power to a manager in the company's Articles of Organization. The Secretary of State's Corporations office can verify if the articles give the authority to convey to the manager. You should make the offer to one or all of the members or to the manager, if one exists. All members may sign the deed or the manager, managing member or other officer may sign the deed with proof of authority in the form of a Member Consent Resolution (enclosure #15) or document prepared by the LLC. In addition, you must include a member authority paragraph in the conveyance instrument. Here is an example (when all Members are signing):

The undersigned represent and warrant that they are the Members of the Grantor; that the Grantor is a limited liability company validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full company capacity to convey the real estate interest described; that pursuant to a resolution of the Members of the Grantor or the Operating Agreement of the Grantor they have full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that they are therefore, fully authorized and empowered to convey to the State of Indiana real estate of the Grantor, and that on the date of execution of said...
conveyance instruments they had full authority to so act; and that all necessary company action for the making of this conveyance has been duly taken.

Here is an example of a signature block:

Howard & Sons Auto Repair, LLC

By: ______________________
    Jonathan Howard, Member

By: ______________________
    Jason Howard, Member

By: ______________________
    Jonathan Howard, Jr., Member

Here is an example (when a Manager is signing):

The undersigned represents and warrants that (he)(she) is the Manager of the Grantor; that the Grantor is a limited liability company validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full company capacity to convey the real estate interest described; that pursuant to the Articles of Organization of the Grantor and the Operating Agreement of the Grantor the (he)(she) has full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that (he)(she) is therefore, fully authorized and empowered to convey to the State of Indiana real estate of the Grantor, and that on the date of execution of said conveyance instruments (he)(she) had full authority to so act; and that all necessary company action for the making of this conveyance has been duly taken.

Here is an example of a signature block:

Howard & Sons Auto Repair, LLC

By: ______________________
    Jonathan Howard, Manager

2.17 Associations

Associations are non-profit groups with an elected leadership, united for a specific purpose. The most common associations are condominiums, unincorporated churches and special clubs, such as a hunting club. First, check to see if the group has been incorporated. Many groups have become corporations by now for tax purposes. If the group remains unincorporated, you will identify the elected leadership and verify that they have authority to convey under their bylaws. Please contact the Buying Manager for further instruction if you encounter an association or church that is not incorporated. A custom authority paragraph will
need to be inserted in the conveyance instrument and a consent resolution or minutes of a church meeting authorizing the sale will need to be included as part of the parcel.

Condominiums
If the association is a condominium you will need to take additional steps to identify what ownership interests you will need to acquire. The title work may or may not include a copy of the declaration and bylaws of the association. These documents will establish the authorities and procedures for the sale of property.

A condominium is a collective group of co-owners, each holding a percentage interest in the common property (the land and buildings). A condominium unit is the interior space within a building which is considered real property and is owned in fee simple by an individual. The individual will also own a percentage interest in the common area real estate. The co-owners' association may be an informal body without any ownership interest, or it may be a very formal body that owns the common areas. It is established under the bylaws of the regime for the purpose of enforcing the bylaws and authorizing maintenance expenditures.

If you are acquiring a fee simple interest it will be necessary to release each co-owners' interest. If you are acquiring a building, you would treat the land and building as one parcel and the owners of the units in that building as separate parcels. Please consult the Buying Manager before securing a parcel when a condominium is involved because of the complex issues.

2.18 Railroads

Railroads are unique properties due to the methods by which they acquire and hold title and pay real estate taxes. The title report should contain the instrument by which the railroad took title. The key issue is whether it is an active or abandoned line. The only true source of this information is the railroad itself. There may be corridors without rails or ties and still are active lines because, for example, the procedure of abandonment has not been performed. Also, there may be corridors with rails and ties that are abandoned, possibly because the rails and ties are being left in place until they can be used elsewhere or salvaged.

If it is determined to be an active line, the next task is to determine the type of proposed use of the railroad property, e.g., crossing (at grade or separation) or longitudinal.

If the use is at a crossing, the Railroad Section of the Real Estate Section will negotiate a construction agreement with the railroad's engineering department. Land Acquisition will not be involved. If the use is longitudinal, the Real Estate Section will need to acquire a perpetual easement.

If the line has been abandoned, the first task is to determine the quality of title held by the railroad. This is usually determined from the deed to the original railroad. The two categories are fee and anything less than fee. To determine quality of title, here are some suggestions:

1. Thoroughly review the instrument, paying particular attention to the language and intent of the conveyance.

2. Where the language is unambiguous, you need not be concerned with other matters. If the instrument is a warranty deed using the terms "convey and warrant" and "fee simple" the intent is clear.

3. Where the language is ambiguous, you must carefully consider the intentions of the parties.
4. If the instrument conveys land - not rights - with no restrictions, and is adequately described, chances are good that fee title is being conveyed.

5. If the instrument grants a "right" or "right-of-way", then only an easement has been conveyed.

6. If the instrument conveys an interest "exclusively for railroad purposes," only an easement has been conveyed.

7. If the instrument conveys an interest for a specific period of time, only an easement has been conveyed.

8. If the instrument contains any type of reversionary clause, only an easement has been conveyed.

Although Indiana appellate courts have used their discretion in determining whether fee simple interest has been conveyed, if an instrument is questionable, the trend seems to be in favor of determining that an easement, rather than fee simple interest, has been conveyed.

If the railroad holds fee simple title, then the acquisition is the same as any other corporation holding fee title to property. If the railroad held anything less than fee simple title, their interest vanished when the line was abandoned and ownership reverts to the successor in title to the original grantor. Please consult with the Buying Manager and the Deputy Attorney Generals for questions on the status of title.

2.19 Unknown ownerships

You will occasionally receive a parcel with title work which was unable to identify an owner of record. This may occur due to historical record error, survey error, an eminent domain taking by court order which was not recognized by the auditor, or a multitude of other causes. These are usually very small pieces of ground which have been lost in the records system and do not justify the expenses involved in correcting the title. It is the buyer's responsibility to research the issue thoroughly in an attempt to identify the best ownership claim. You should review the auditor's plat book and compare it to the assessor's plat to verify that no taxes are being assessed to the property. View the site to identify the current use of the property and who might be in possession. If you are still unable to identify an owner, a 50 or 100-year title search may be necessary to identify the last owner of record. If all attempts to identify an owner fail, you should review the problem with the Buying Manager to determine whether a published offer and condemnation or an administrative acquisition is appropriate.

Any parcel which has any reference to a railroad ownership in the title work or on the plans requires very careful investigation prior to declaring it unknown due to the unique property ownership records involving railroads. Railroads pay property tax through the Auditor of the State of Indiana, as opposed to the county treasurer, based on the number of miles of active line, as opposed to acreage. Therefore, establishing ownership through tax records is impossible. A railroad may have acquired title 100 years ago through an eminent domain suit with an unrecorded court order. Any unknown parcel with historical reference to railroad ownership must be reviewed with the Buying Manager prior to allowing any claim of adverse possession or submission of the parcel for an administrative acquisition.
2.20 Cemetery Purchases

Although it is extremely rare, purchases from cemeteries can occur. According to state law (IC 23-14-44-1) a highway cannot be built across any part of a cemetery within 100 feet of a space in which burial rights have been transferred, without consent of the owner of the cemetery. IC 23-14-44-2 further adds that upon the complaint of any person, a permanent injunction shall be issued to prevent any other person from constructing a road on any ground that is held for cemetery purposes.

If construction requires the relocation of burial sites, the buyer must make a diligent effort to locate the next of kin, and obtain permission from each of them. If no relatives are found alive, then the judgment and approval must be obtained from the Superior or Circuit Court of the County where the graves are situated. Court approval is obtained through the services of the Attorney General’s office, with information provided by the Real Estate Section. Court approval should be attempted whether relatives have given consent or not. In accordance to IC 23-14-57-5, the Department must obtain permission from the landowner to remove the bodies. A suitable public cemetery must be located for re-interment of the bodies. All cemeteries within the county that permit the public to be buried in their cemetery should be contacted. A written agreement must be entered into upon between the State and the designated cemetery. A permit must be obtained from the State Board of Health to disinter, remove, and re-inter human remains and must be conspicuously displayed at both the disinterment and re-interment sites. A licensed funeral director or embalmer must be present at all times during disinterment and re-interment.

JURATS VERSUS AFFIDAVITS

2.21 Jurats

Considering the amount of transactions INDOT is involved in, paragraphs regarding surviving spouse, affidavit of death, corporate authority and the like (sometimes called “jurats”) serve as an economical alternative to affidavits because of the reduction of paperwork subject to recording fees. This version of the Manual has been updated to provide sample paragraphs or “jurats” and instructions on when to use them. Occasionally, an affidavit may be preferable, but please consult with the Buying Manager to verify if one should be used.

INTERESTS LESS THAN FEE

Interests of less than fee must be released but are not made a party to the offer. These interests will be contacted and the project explained to them. A quitclaim deed and claim voucher, along with any necessary supporting documents such as corporate consent resolutions, will be signed in order to release their interests.

2.22 Easements

Easements which will be affected by the taking must be released by quitclaim deed (except for public utility easements to which INDOT's deed is subject). The easement holder should be contacted, the plans explained and a release by quitclaim obtained. Under some circumstances a release of easement can be waived, upon prior approval of the Buying Manager.
When a taking involves a limitation of access, then access easement holders should be made a party to the offer.

**Prescriptive Easements**

A prescriptive easement can be created by adverse use (actual, open, hostile and continuous) or by the acquiescence of the owner, for an uninterrupted period of 20 years. You may encounter a situation in which the taking will impact an adjoining owner who will claim damages based on a loss of prescriptive easement. You should review the issue with the Buying Manager for the validity of the claim and possible resolution of the problem. Warning signs include roads or dirt paths that connect the subject property to adjacent parcels. You should bring these to the attention of the Buying Manager.

**Way of Necessity**

A way of necessity is a legal easement created when a public construction project, such as a ditch relocation or dam, creates a landlocked parcel and the owner is unable to obtain an easement from adjoining owners. These are primarily historical issues since current acquisition practices require that the owner be paid landlocked residue damages or acquired as excess land. You may encounter a way of necessity in the title work of a parcel. If it is affected by the taking it should be treated in the same manner as an easement. Warning signs include roads or dirt paths that connect the subject property to adjacent parcels. You should bring these to the attention of the Buying Manager.

### 2.23 Leases

Leasehold interests generally require a release by quitclaim deed. **A lessee is usually not made a party to the offer except when lessee-owned improvements are within the acquired area, such as signs or restaurant equipment.** In such cases you will address the offer to both the owner and the lessee, noting the lessee’s limited interest. To ascertain if trade fixtures are being acquired, coordination with the appraising and/or relocation sections must be undertaken. The appraisal may include a separate Statement of the Basis for Just Compensation for the lessee’s property. If there is no separate SJC for the lessee, you must note the two separate values in your buyer’s reports to each party. The breakout of the values of each interest will help the parties to evaluate the offer, avoid a secondary set of negotiations among them and assure that the appropriate party is paid for any improvements, thus establishing their responsibility for removal of items from the right-of-way.

Any claimed loss in leasehold value is a matter between the owner and the lessee. In certain cases where a lessee has a long term lease at a favorable rate below economic rent, the appraisal may recognize the damage to the leasehold value. This damage would be addressed in the same procedures as the lessee owned improvements.

A lessee's interest can be waived if the taking does not affect his/her lease value or use of the property. An example of a leasehold interest that may be waived would be a tenant in a shopping center whose lease covers the entire common area boundaries of the property. The area of take is a green strip between the parking lot and the right-of-way. The lessee will still enjoy the same use and benefits of the leased area without a loss (or significant loss) in parking. Furthermore, it would not be feasible to release 10 to 50 corporate leasehold interests in the shopping center.
A memo explaining the circumstances of the waiver of leasehold interest must be submitted, with prior approval, for the Office of Real Estate Manager’s signature. A note must also be added to the Buyer’s Report explaining the situation.

2.24 Farm Tenants

A farm tenant is usually a year to year oral lessee for the purpose of farming. If the agreement is oral and year to year, the farm tenant's interest will be ignored because the owner will not renew it for the area acquired and the project is unlikely to disrupt his/her farming operations in the current year. If crops are damaged before they can be harvested, a claim will be paid through the district offices. A farm tenant is NOT made a party to the offer. If crop damages should occur in the current year he will be reimbursed. Damages in subsequent years may be paid as well. However, if the tenant does have a written lease in excess of the current year you will need to release the tenant's interest through a warranty or quitclaim deed and claim voucher.

LIENS

Lien-holders are not made a party to the offer but their interests must be released by the appropriate instrument to secure clear title.

2.25 Mortgages

Mortgages are a lien against the real estate and must be released in order to provide clear title. Occasionally you will find a mortgage which the owner claims is satisfied but not released of record. You should verify that the mortgage is indeed paid off and have the owner submit a written request to the mortgagee for release. IC 32-28-1-1 requires that all mortgages or liens be released of record when they have been fully paid, including interest. If the mortgagee is no longer available to provide a release (such as a mortgagee who is an individual and has since died or a corporation which has ceased business in this state) the mortgage release can be waived on the basis of IC 32-28-4-1. This statute provides for the expiration of a mortgage 10 years after the date of the last payment due (20 years after the date of the last payment due on mortgages issued prior to September 1, 1982).

Valid mortgages require the buyer to take the necessary steps to obtain a release. You should obtain the mortgage loan account number from the owner and contact the mortgagee. You will explain the taking and request a mortgage release, offering to make the mortgagee a co-payee. The mortgagee may prepare their own release. If so, you should review the release, upon receipt, to assure that it cites the correct mortgage recording numbers and legal description.

You should prepare a mortgage release (enclosure #21) and claim voucher to be submitted, with a plat, copy of the deed and a copy of the signed acceptance of offer, to the mortgagee for their review. A separate claim voucher and W-9 should be included if the mortgagee charges a release fee. They will sign this claim voucher as a claimant instead of as a lien-holder. If you are preparing the mortgage release (instead of the lender drafting their own document), be sure to include any assignments of leases and rents (common on commercial property) and any assignments of the mortgage from one lender to a new lender so the County Recorder will be able to follow the chain of title.

If the mortgagee requires payment prior to releasing, such as in a total acquisition, check-delivery instructions should be included on the back of the claim voucher (see Chapter 8.4, Claim Voucher). Other information to be included are 1) name and address of the financial
institution, 2) name of the contact person, 3) name of the mortgagor, 4) loan number, and 5) Instrument number of the recorded Mortgage. The office will maintain a log to account for releases which have not been returned 60 days after payment is made.

IC 32-29-5-1 requires that an officer sign the release, generally a president or vice president for most lenders.

A "loan officer" or "branch manager" is not authorized to sign the release (the Farm Credit Services branch manager does have authority to release under federal statute and is an exception of this requirement; please note that INDOT has an agreement with FCS to pay $100 for all partial releases from any branch in Indiana). If a mortgagee has two loans on the same property you cannot release both with the same instrument and must prepare two separate mortgage releases. If a person or organization has a power of attorney for the mortgagee, the same procedures as described in Chapters 2.7 are required in order to sign a release.

**Waivers**

Mortgages are to be released unless complications merit waiving. Then, partial takings valued at less than $10,000 can be waived based on a Buyer's Report explaining the complications. Takings valued over $10,000 require a memorandum of waiver (Waiver of Partial Mortgage Release), with prior approval of the Buying Manager, which is to be signed by the Manager of the Real Estate Section (enclosure #22).

Factors which will justify waiving mortgages would include a pending highway construction contract letting date, an unreasonable mortgage release fee of over $500, or a lengthy release process taking six months or more. If these factors exist, the taking and mortgage condition must be evaluated to estimate the risk of foreclosure. The buyer should compare the payoff balance versus the appraised after-value, noting whether the loan payment status is current.

Mortgage release waivers are not to be used as a shortcut to secure a parcel or meet a project target date. They are an assessed risk that INDOT must occasionally take in order to maintain a construction schedule.

**2.26 Real Estate Taxes**

Real estate taxes in Indiana are paid a year in arrears. In other words, taxes which are assessed in the year 2010 actually become due and payable in 2011. Tax statements are usually mailed in March with one payment due May 10, and a second payment due November 10. Penalties and interest accrue on delinquent taxes. In order to convey clear title, the real estate taxes must be paid current or paid in advance, depending upon the nature of the taking. Prior to submitting the parcel for payment, the tax status must be checked and verified current.

Upon receipt of the state's deed for recording, the Auditor will change the plat book to reflect the state's ownership. They will forward the deed to the Assessor who will change the tax plat and status. The Treasurer will issue a new tax key number (on partial takings) or change the taxpayer information on a total acquisition. The State must not have taxes due on this new key number. If the taxes are delinquent, the owners must pay the past due taxes, penalties and interest. If the owner is unable to pay this before securing the parcel, then the past due taxes must be paid out of the proceeds of the acquisition.
INDOT will accept title to partial takings with the taxes only paid current, as opposed to the full year. The after-value of the property must be sufficient to ensure that the owner will pay the fall installment when it is due, in order to avoid a tax sale loss of the residue.

INDOT requires that total takings have all assessed taxes paid prior to making payment to the owner.

The Indiana Tax Commissioners and the Attorney General have determined that the effective date of transfer is the date of the deed, not the date of payment or the date the deed is recorded. Therefore, if a deed is signed prior to December 31, the effective date of transfer to the State will be the date of the deed and taxes for that year, payable the next year, will be forgiven. Taxes are not prorated.

For example, if the deed was signed October 12, 2010, you should arrange for the owners to pay the November installment of the 2009 payable 2010 taxes. Payment was made January 6, 2011, and the deed was recorded February 20, 2011. The owner is not responsible for 2010 payable 2011 taxes which will be due in May of 2011. When a transfer takes place late in the year you should inform the owner that the Auditor may not be notified of the transfer in time to change the ownership in the plat book before tax statements are mailed in 2011. While they may receive a tax statement in 2011, they will not be responsible for these taxes.

IC 8-23-7-31(b)

(b) Real property and interests in real property acquired for permanent highway purposes are exempt from taxation from the date of acquisition, provided that all taxes, interest, and penalties recorded on the property tax duplicates have been paid. Where real property or interests in real property are acquired after the assessment date of any year but before December 31, the taxes on the property in the ensuing year are not a lien on the property and shall be removed from the tax duplicates by the county auditor. A property owner who on or after March 1, 1965, conveyed real property or rights in real property to the department and who after July 8, 1965, is assessed taxes upon the property or rights conveyed and who pays the taxes by reason of the failure of the department to properly record the interest in the real property conveyed with the county auditor and recorder for tax purposes may recover the amount of the taxes from the department.

Interim period

If the deed is signed after, for example, December 31, 2010, and before the 2010 payable 2011 tax statements are issued, it is not possible to pay the unknown taxes in advance. However, the owner is responsible for the 2010 payable 2011 taxes because they had ownership and possession of the property for the entire year of 2010. Therefore, you should add a clause to the deed which establishes the owner's responsibility for the taxes when they become due. The buyer and the owner should both initial this clause:

"As an inducement for the State to close this real estate transaction, the grantor(s) assume(s) and agree(s) to pay the ________payable________ real estate taxes and assessments on the above described real estate. This obligation to pay shall survive the said closing and shall be enforceable by the State in the event of any non-payment."

The Buyer will contact the County Treasurer to verify if the Treasurer will accept an estimated payment based on the amount of taxes paid the previous year. If the Treasurer will accept this amount, then the Buyer will deduct that amount from the proceeds and pay the taxes in advance of the statement being issued on a separate co-payable (owner and Treasurer) voucher, with check delivery instructions included. If the actual taxes due end up a lower amount, INDOT will process a refund to the owner. If the actual taxes due are in excess INDOT will contact the
owner to request payment of the additional taxes as per the tax clause on the deed. Please note, the tax clause is only for deeds, and should not be added to temporary easements or other non-deed documents.

Vouchering Delinquent Taxes
If the owner cannot pay the delinquent taxes, you should arrange to pay the taxes out of the sale proceeds. Prepare a separate voucher co-payable to the owner and the County Treasurer for the exact amount of the tax bill as projected 90 days forward to the date of payment. The Treasurer will not accept partial payment or overpayment. The check must be for the exact amount due. Therefore, you must verify with the Treasurer and the Auditor all the fees and penalties which are due, and will be due, before the State's check will be available. Verify that the property is not listed for tax sale this year. If it is on the tax sale list there will be a $50.00 advertising fee, which is not reflected on the tax statement, but must be paid even if the ad has not yet been placed. The Auditor may also have fees assessed for tax sale processing (see Chapter 8.4, Claim Voucher; for examples use the same procedures for check delivery as mortgagee as a co-payee).

Properties sold for taxes
If a property has been sold for delinquent taxes the highest bidder will receive a tax sale certificate which entitles him to receive a 10% return on the sale price. If the owner does not pay all accrued taxes, penalties, interest and tax sale fees within one year of the tax sale the certificate holder may redeem the certificate for a deed from the county auditor. Special attention must be given to a parcel that is still within the one year redemption time period to make sure the property is not lost because of a missed deadline. You will treat a certificate holder the same as a lien-holder. He is not made a party to the offer nor does he sign the deed. The owner must clear all tax liabilities, including the certificate, in order to convey clear title. Evidence of the cancellation of the tax certificate must be submitted with the secured parcel. If the owner asks for the payoff of the redemption taxes is to be vouchered, you must obtain the consent of the Buying Manager first to ensure enough time remains for checks to be issued. A separate voucher should be prepared for the redemption amount (separate even from the current year taxes), a redemption payoff sheet must be provided by the county and included next to the voucher, and you must give explicit instructions to Property Management including mailing instructions and to include a copy of the redemption payoff sheet with payment requesting the property be redeemed from tax sale.

The certificate holder would be cited in a condemnation report as a lien-holder.

Waiving Taxes
It is never desirable to take title subject to liens, but some situations will require waiving the taxes in order to avoid a condemnation. If the delinquent taxes (e.g., $1,500) exceed the value of a partial taking (e.g., $250) and the owner is unable to pay them, the buyer should evaluate the necessity of a waiver. Before a waiver is considered, the buyer should ask the auditor if a new tax key number could be assigned for INDOT's taking and taxes prorated to it. Some auditors may be willing to do this and it may establish a tax due which is within the amount of the offer. Most counties will NOT all this and the parcel will have to be sent to condemnation to clear title. If it is not possible to satisfy the taxes due, the buyer should review the value of the taking, the amount of the delinquency, the after-value of the property, and alternative solutions (such as an administrative settlement) with the Buying Manager to determine if a waiver is appropriate.
Taxes can never be waived if the property is on a tax sale list or has already been sold and is within the one year redemption period. The purchaser of the tax sale certificate would then have an interest in our taking. Taxes can never be waived on a total taking. Upon approval of the waiver by the Buying Manager, a waiver should be prepared, explaining the necessity of waiver, and placed in the front of the secured parcel (enclosure #23).

2.27 Personal Property Taxes -- Mobile Homes

INDOT occasionally acquires mobile homes which cannot be relocated. Mobile homes are subject to personal property taxes which are both assessed and payable for the same year. The buyer should verify that all personal property taxes are paid for the year before submitting the parcel for payment. See Chapter 8.17 for more detail on these acquisitions.

2.28 Mechanics liens

Contractors and suppliers can file a mechanic's lien against a property for labor, materials or credit which was supplied to construct a building on the property. These liens are routinely filed during the construction of buildings to insure that the owner will pay all his contractors. These liens are filed in the Miscellaneous Book of the recorder's office in the county where the property is located. If you notice a newly constructed building on the subject property you should verify that no mechanic's liens are still of record.

If the lien is over one year from the date it was recorded or date payment was due if credit was given and no lawsuit for collection is pending, the lien will be considered expired as provided for in IC 32-28-3-6. If the lien is less than one year old and the owner doesn't feel the lien is valid, he should contact the lien-holder to request a release be filed. If the lien-holder will not release, the owner may issue a written notice to the lien-holder to commence suit within 30 days of receipt of notice. If the suit is not filed within 30 days the lien becomes void. The owner may then file an affidavit with the recorder stating that no suit was filed after notice, and the recorder will release the lien on the basis of this affidavit.

If a suit is pending, the owner may post a surety bond with the court to ensure payment if a judgment is issued. If the bond is accepted by the court, the court will issue an order to release the lien.

The lien-holder may be treated as a mortgagee and be made a co-payee from the proceeds of the sale if the lien is valid and the owner agrees. The lien-holder would sign the claim voucher as co-payee and a release of mechanic's lien must be provided by the lien-holder.

The lien may be waived only on partial takings with sufficient after value when all other methods to release it are not feasible. A waiver similar to the mortgage and real estate tax waivers should be prepared, upon approval of the Buying Manager, signed by the Office of Real Estate Manager, and placed in the front of the parcel.

2.29 Judgments

Judgments are a finding by a court of a financial obligation against a person. If the person owns property the judgment becomes a lien against his property. As with a mechanic's lien, the buyer should investigate the judgment’s validity and note the date of the judgment. Occasionally the judgment holder will fail to release a satisfied judgment. IC 34-55-9-2 provides for the expiration of the judgment after ten years, exclusive of the time during any appeal process
or other restraint of the order. Therefore, a judgment may be waived if it is over ten years old and no activities, such as an appeal, took place after the order.

The buyer will review the judgment book in the clerk's office of the county in which the property is located. If the judgment is determined to be valid and does not exceed the offer amount less any senior liens requiring payment, the judgment holders will be made a payee or co-payee from the proceeds of the sale, signing the claim voucher. Note that a judgment may continue to accrue interest monthly and a payoff will require the buyer to project the total due at the date the check will become available. The check delivery instructions will include directions for the Property Management Unit to accompany the judgment holder to the clerk's office to sign the satisfaction of judgment.

If the owner has a common name and claims the judgment is not against him or her, then obtain an Affidavit of Judgment Debtors (enclosure # 57).

2.30 Uniform Commercial Code Fixture Filings

A Uniform Commercial Code fixture filing, under IC 26-1-2.1-309, is a form of a financing statement in which goods are used as collateral for a loan. The goods become fixtures when they are "so related to particular real estate that an interest in them arises under real estate law." A UCC filing will be found in the recorder's office in a UCC file. A fixture filing creates a lien on the fixture and can be waived if the fixture is not a part of the taking. A filing may be against a satellite dish, solar panels, or grain bins. If the fixture is within the taking, the UCC filing must be released and must contain a description of the real estate concerned.

A UCC fixture filing is valid for a period of five years from the date of filing but a continuation statement (renewal) may be filed within six months prior to the expiration date. If the owner states that the loan is paid, yet the UCC filing is not released, the owner should send a written request to the lender requesting a termination statement to release the filing.

2.31 Federal and State Tax Liens

Tax liens cannot be waived. If you encounter a tax lien you should ask the owner to contact the appropriate agency (either the Internal Revenue Service or the Indiana Department of Revenue) and request a release of lien (or partial release on a partial taking). The requirements for release are established in IRS publication 783, "Certificate of Discharge from Federal Tax Lien." The IRS or Department of Revenue will be made a co-payee to the proceeds of the purchase and the parcel can be submitted for payment on the basis of a memo to the file referencing a letter from these agencies stating that the lien will be released upon receipt of payment. The agencies may be willing to release based on the security of the after-taking value of the property. If the title work reveals a state tax warrant number, you can call the tax warrant hotline to obtain payoff information at (317) 232-2165. All state tax liens must be paid before the parcel is secured or must be vouchered with payoff information.
CHAPTER THREE

UNDERSTANDING THE APPRAISAL

It is the buyer's responsibility to read and understand the appraisal. The goal of this review is to comprehend the method and theory used to arrive at the final value. Your ability to explain how the offer amount was arrived at is critical to how the owner will react. Explaining the appraisal process will instill the owner with confidence in the offer and in your abilities.

Indiana Code 32-24-1-3(c)(2) requires that INDOT provide the owner with “an appraisal or other evidence used to establish the proposed purchase price.” The owner is provided a green copy of the appraisal. Although the owner receives a copy of the appraisal, only the owner is entitled to a copy and the document is classified as confidential to the rest of the public per IC 8-23-2-6(c)(2).

The appraisal will provide you with the owner's address and phone number, contract buyer information, and other interests which were contacted.

You should be able to explain, in layman's terms, the appraisal process. The appraiser will review the plans, the taking, the subject property and its structures to identify the appraisal problem analysis. The appraiser's goal is to estimate the fair market value of the area to be acquired. While an eminent domain acquisition does not have a willing seller, the value is established on the assumption of a willing seller so as not to penalize the taxpayer by paying prices above the market. He/she will determine what he/she considers the highest and best use of the property to be in both the before and after-taking situations. He/she will appraise the property using a before and after method (assuming a partial taking), applying the most applicable approaches to the appraisal problem; i.e., market, cost, and income. He/she will establish a separate amount due for land and damages.

3.1 Appraisal Terminology

The following is a list of the most common terminology used to explain the appraisal process. While an understanding of these basic definitions is necessary, the buyer is responsible for a more detailed and working knowledge of the appraisal process and the different approaches to value. This chapter is not intended to be an appraising handbook. The details and applicability of the cost, income, and market approaches cannot be addressed in this manual.

**Fair market value** - the amount in cash for which the property would be sold by a knowledgeable owner, willing but not obligated to sell, to a knowledgeable purchaser who desired, but is not obligated, to buy.

**Highest and best use** - the highest and most profitable likely use for which the property is adaptable and needed, or likely to be needed in the near future. Be aware that a change in highest and best use to a commercial building, while not necessarily creating an uneconomic
remnant, could entitle the occupant to relocation benefits. A Relocation Daily Notice (*enclosure #24*) should be prepared in these instances to allow the Relocation Section to determine the occupants' eligibility (see Chapter 4.9).

**Before and after method** - an appraisal method for partial takings in which just compensation is arrived at by first estimating the market value of the entire unit before the taking and then subtracting from it the market value of what remains in the ownership after the taking. The difference is compensation including both value of land taken and any diminution of value in the remainder.

**Comparable sales** - arm's length transactions of land in the vicinity of and comparable to the subject land and reasonably near the time of the taking.

**Market approach** - an appraisal technique based upon the prices paid in actual market transactions with adjustments made for comparability, time of sale, and market factors.

**Income approach** - an appraisal technique in which the anticipated net income is processed to indicate the capital amount of the investment which produces the net income. The only income properly considered under this approach is the income generated by the real estate (rental income) and not the income generated from a business conducted on the property.

**Cost approach** - a method of valuation derived by estimating the replacement cost of the improvement; deducting therefrom the estimated depreciation; and then adding the value of the land, as estimated by the market approach.

**Landlocked** - a parcel of land without access to any road resulting from INDOT's partial taking. Usually damaged at 95 percent of value although circumstances may warrant lesser damage (see excess land/uneconomic remnant).

**Severance damage** - the diminution in value of the remainder, directly caused by the partial taking or by the proposed use of the partial taking.

**Setback damages** - a form of severance damage, applied to the value of a dwelling only, resulting from a taking which reduces the distance between the right-of-way and a dwelling below a distance which is typical for the area.

**Cost-to-cure** - the cost necessary to restore utility to a land improvement which is integral to the highest and best use of the property.

**Angulation damages** - The loss in value to an agricultural residue which was shaped by 90 degree corners before the taking and will have angled property lines with acute or obtuse corners after the taking, resulting in an uneconomic shape for agricultural purposes (point rows). The damage is calculated to the loss in value of the residue area which will be lost in recreating the 90 degree corner.

**Waiver Valuation** - a simplified valuation used by INDOT in place of an appraisal for the acquisition of property or property rights when it is obvious that there will be no residue damage to the remaining property and the value of the part to be acquired is $10,000.00 or less.
**Temporary easement** - Temporary easement values are calculated based on the fair market value of the easement area, multiplied by the current accepted rate of return (say 10%) for a three year use period (although they are effective for an indefinite period, until released), multiplied times the present worth factor for three yrs./10 percent (2.7355). The present worth is the amount necessary to be invested at a specified rate of return to equal the amount of compensation due at the end of the specified term. Example - 1.45 acres (area) x $2,500 (market value/acre) = $3,625 x 10% (current rate of return) = $362.50 x 2.7355 (present worth factor for 3 yrs. @ 10%) = $991.62 (say) $1,000.00.

**Excess land/uneconomic remnant** - land which has very limited use or value after the taking and which INDOT incorporates into its offer to purchase.

Excess land is determined by INDOT's right-of-way engineers on the assumption that the owner will not want the residue. This would be a result of land locking the parcel with LA R/W, physically land locking due to an impassable creek, or both. The area is incorporated into the taking description as "excess land" with a retention value established in the appraisal. **The buyer will explain to the owner that he may retain the excess land, at his option, for the amount noted on the reviewers cover page.** If the owner elects to retain the excess land, the parcel will be returned to Engineering to remove the area from the description, and be routed through Appraising to reduce the offer. A revised offer, with revised deed, will then be made to the owner.

An uneconomic remnant is an area of residue which is not developed as a part of the taking but is severely damaged in the appraisal. **As a rule of thumb, the buyer will offer to purchase an uneconomic remnant if the residue is damaged at least 70 percent. However, circumstances may justify the purchase of a residue with less than 70 percent damage with approval of the Buying Section Manager.**

Please note that **contaminated or potentially contaminated properties** will be treated differently than the above standard practices. **The buyer will offer to purchase the excess land/uneconomic remnant upon proof from the owner that the property has been cleaned and approved by IDEM or that the property is not contaminated to the extent that IDEM's standards require remediation action.**

The Buyer’s review of the appraisal should result in a thorough understanding of these issues and the ability to explain for what we are paying and how we arrived at these values.

### 3.2 Review Sheet

The appraisal is evaluated by a Review Appraiser for approval of the theory, methods and calculations. The review (enclosure #25) may increase or decrease the appraiser's estimate of value. The appraisal review sheet will show the approved amount to be offered, which may be different than the appraised amount. If the reviewer has changed the value from the original appraisal, read his review comments to see what the new value represents. Be sure you recognize any changes the reviewer made in order to avoid making an offer for the incorrect amount. It will also note the damaged value of any excess land which is being purchased. This excess land value breakout is for your information to provide to the owner for retention consideration. The review sheet will also indicate the area to be acquired and whether the appraiser considered there to be any environmental hazards on the property.

The buyer should verify that the appraisal belongs with this parcel packet and that the review sheet is attached to the correct appraisal. A parcel may be handled by several people before it reaches you and the contents may have been placed in the wrong packet.

Verify that the appraisal is for the same area as your deed covers.
3.3 **Statement of the Basis for Just Compensation**

The Statement of the Basis for Just Compensation (*enclosure #26*) is a breakout of the total appraised values of the land and land improvements, and damages included in the offer. It will note the type of damages and any improvements acquired. It must be signed by an Agency Official w/specific authority to sign. It is important that the owner knows exactly what items are being acquired; therefore, the buyer should review the statement for accuracy before including it in the offer package to be provided to the owner.

3.4 **Errors and Omissions**

The buyer should discuss any mathematical errors, improvements overlooked, or appraisal methodology concerns with his supervisor. If the supervisor feels the issue warrants further investigation he will speak to the review appraiser. The reviewer will be able to explain whether there is in fact an error or whether there is additional information of which you are not aware. If the appraisal does contain an error, the buyer will then return the parcel to the Appraising Section.

3.5 **Parcels without Appraisals**

You may receive a parcel which does not contain an appraisal. The most common type of parcel without an appraisal will be an Access Rights Only acquisition. See Chapter 8.15 for procedures of Access Rights Only parcels.

3.6 **Signs**

**On-Premise Signs**

An on-premise sign is one that is owned by the fee-simple owner of the property or one that is owned by a tenant who leases the property from the fee owner and operates a business on the site. A sign owned by the fee-simple owner of the land is appraised along with the appraisal of the property and does not require the creation of a separate parcel. A sign owned by a tenant or lessee who operates a business on the site requires a separate offer and Statement of the Basis for Just Compensation for each tenant or lessee.

**Off-Premise Signs**

An off-premise sign is one owned by a company or individual who leases only the sign site for advertising purposes, thus creating a leasehold interest (an example would be a billboard located in an agricultural field along an interstate highway). The leasehold interests and signs are appraised separately from the fee-simple ownership and require the creation of separate parcels. The parcel numbers for these leasehold interests are the same as the parcel number for the fee-simple owner, followed by SA, SB, SC, and so on, depending on the number of interests.
CHAPTER FOUR

PREPARATION

4.1 Parcel Assignment

When you are assigned a group of parcels for acquisition, check your target date and identify those to be contacted first. Give priority to parcels where a home is in the take, or where the owner is a large corporation that may take months to process the documentation and complete the sale. Buildings have always had priority status but special emphasis is placed on them due to asbestos inspection and demolition requirements which create delays in the right-of-way clearance phase. Priority Parcels included are:

1. Relocations (Displacements)
2. Buildings without relocation and bridge parcels
3. Complex/high value (probable owner's appraisal)
4. Corporations (inherent delays with bureaucracy) and out-of-state owners

These parcels must be negotiated early and secured or condemned promptly. The condemnation process can add a minimum of 6-7 months to the land acquisition phase of the project.

You should strive to complete your parcels by the target date and as soon as possible before it. These dates are sometimes advanced. Your supervisor will alert you when this occurs and it is your responsibility to finish earlier. **No regulatory time frame may ever be jeopardized.**

Prior to contacting the owners, you should examine the contents of the parcel packet to see that it contains the following:

1. A copy of conveyance instrument/legal description & land plat;
2. Title and Encumbrance Report;
3. Approved appraisal or estimate of value, with review;
4. Statement of the Basis for Just Compensation form;

You should review the plans (specifically, the plan and profile sheets, detail sheets and typical cross-sections) and make a site inspection in order to familiarize yourself with the project and taking, verifying that no changes have been made since the appraisal was completed. You should note the points of access to the property and compare them to the plans to verify that no access points are being closed or relocated. You should note (1) whether any items have been omitted, (2) whether any items should not have been included, and (3) whether any items were included, but now are missing from the property, (4) verify appraisal reflects plan sheet/details.

Review the legal description of the taking. While you may not be capable of determining it if the description closes, you will be able to note an obviously incorrect bearing or typographical error. Trace the description around the taking using the plat and plan sheet. Compare the appraisal and parcel index plan sheet to the description to verify that they cover the
same area and type of interest to be acquired. Consult with your supervisor concerning any discrepancies in the description or appraised land improvements. Review the title report as described in Chapter Two. Review the "correspondence" file for the project in the Records Section file room. Note the public hearings report and any comments or letters from property owners. This will forewarn you of any potential problems or owners concerns which have not been addressed. The scope of the project and Engineers Report will orient you to the nature of the work to be accomplished. Pay particular attention to the environmental reports in the file; the Initial Site Assessment, Preliminary Site Investigation, and Detailed Site Investigation (see Chapter 7, Environmental Review).

The law identifies the owner as the person(s) being responsible for paying the real estate taxes and the person(s) in whose name the title to the property is shown in the records of the county recorder's office. We shall expand this to include all life estate interests, deeded mineral interests, contract buyers (whether or not the contract is recorded), lessees who own improvements to be acquired and, in certain isolated cases, a long-term lessee. Prior to including a long-term lessee on an offer letter, solely on the basis of the term of his lease, the Buying Section Manager must be consulted.

The buyer will visit the county auditor, treasurer, and recorder's offices to verify the ownership as shown in the title report; that no sell-offs have occurred and that the real estate taxes are paid current. If the subject property has been sold, you will obtain a copy of the new deed, new mortgage, and the release of the old mortgage in order to update the title report. You will submit a "Notice; Land Acquisition Name Change" (enclosure #27) to the Buying Section clerk for entry into INDOT's database. Place a copy of the name change form in the parcel. If a portion of the property has been sold, you will plat the description of the sale in order to determine if it is within the area of taking.

A thorough review of the parcel, plans, and site will enable you to confidently address the owners concerns and questions. Failure to adequately study the acquisition will certainly cost you credibility with the owner and possibly lead to errors which may be costly.

Having familiarized yourself with the parcel, it is advised to complete the Parcel Fact Sheet (enclosure #28). This will provide you a ready reference source when meeting with the owner or your supervisor. The fact sheet is a condensed version of the critical information in the parcel. While you should be very familiar with the acquisition, there are still many details, especially with complex takings, which may escape you at the moment an owner asks. The fact sheet avoids having to thumb through the appraisal in search of an answer, appearing uninformed or unprepared. The fact sheet should be kept separate from the parcel. If the parcel is sent back for a revision the fact sheet will allow you to competently discuss the parcel with the owner, your supervisor or any other party who may contact you.

The buyer will contact all ownership interests, explaining that an acquisition is pending and asking for an appointment at the owner's convenience to personally present the offer. "The owner's convenience" will be construed to include mornings and evenings beyond normal office hours. You should take this opportunity to verify the accuracy of the title report. You should verify the exact name and spelling of the owner to assure that the offer will be correct and legal. Occasionally the caption deed will misspell the owner's name, or a spouse may have been widowed and has since remarried. The offer presentation can be embarrassing if you include the owner's deceased first wife in the offer. You should also verify the exact ownership interests, i.e., that the contract sale is still in effect; the mortgagee hasn't assigned the mortgage, merged or changed names; the life estate holder is still alive, etc.
The offer package shall contain the following:

1. Buyer's Report;
2. Uniform Land or Easement Acquisition Offer (the Firm Offer Letter) with legal description & Land Plat attached;
4. Owner’s copy of the appraisal (the “Green Copy”);
5. Owner's Private Appraisal Letter (enclosure #29);
6. Brochure, "Acquisition; Acquiring Real Property for Federal and Federal-Aid Programs and Projects;”

4.2 The Uniform Land or Easement Acquisition Offer

Attached as Enclosure #30 is a copy of the Uniform Land or Easement Acquisition Offer as mandated by IC 32-24-1-5. The following general policies apply:

This offer letter is to be filled out completely and in triplicate;
1. Give the original to the owner;
2. Send one copy to Records;
3. Place one copy in the parcel;
4. A copy of the legal description must be attached to each copy of the offer letter;
5. Offers are to be made within three weeks of assignment.

Be sure you read and know this offer letter and what it contains. There are various items which must be lined out and other items which must be filled in. Be sure that this is done accurately. The attached example has been filled in, therefore, a great amount of detail will not be given here.

It is the buyer's responsibility to explain the offer letter in layman’s terms. You should review the letter noting key points of information, such as the time frames, the owner's options and the steps involved in purchasing or condemning. Practice explaining the offer letter until you have a presentation which flows in your natural speech patterns and words, and which doesn't sound "canned." Remember, the objective is to decipher the "legalese" and provide information, not to read the offer back to them. They can read it for themselves. Having a standard presentation will allow you to stay focused during the inevitable distractions which will occur. When the owners harangue about the offer, (interrupt with questions, reprimand their children/pets or eat dinner) it is easy to lose your place and either skip over critical information or repeat yourself. A thorough knowledge of the offer and a comfortable, standard presentation will allow you to pick up your train of thought after any interruption.

The offer letter must be addressed to all ownership interests. This will include the names and addresses of contract buyers, certain lessees and others as indicated previously. Also note that on Page 3 of the offer letter, space is provided for the name, county, and date the offer is presented to each owner. Remember to enter the date the offer was made to each party. The offer is not legally valid until all ownership interests have received it.

Attach the conveyance instrument or legal description to the offer letter. The offer letter now represents what amount is being offered, the conditions of sale, and what is to be purchased. Prepare three copies of the offer. One copy is provided to the owner, one remains in the parcel
and the third is submitted to the Buying Section Clerk for database entry and kept in the records file.

4.3 Buyer's Report

The Buyer's Report (enclosure #31) serves as a historical narrative of the negotiation process. As the only record of your interaction with owners, it is critical that all pertinent information, conversations and authorizations be made a written part of the parcel through the Buyers Reports. This will help to resolve any future questions or disagreements. This is your protection against unfounded claims of misrepresentation by the property owner. It also provides the owner with a synopsis of your discussions which he can review at a later date to avoid misunderstandings. The report must be as detailed and accurate as possible without containing irrelevant information.

An entry to the report will be prepared for all owner contacts, or other contacts of significance, with a copy to be provided to the owner. The report should be initialed by the owner on personal visits in order to document the nature of the conversation. If the owner refuses to initial, you will still provide him/her with a copy and note his/her refusal on the report. A copy of the report will be maintained in the records parcel file and the original will remain in the parcel.

Reports accompanying Offer Letters must contain the following information:

1. Specific verification of the title report: For example, "The owners verified that the title and liens are as shown in the title report": or "The owner verified he holds title as John H. Doe with a mortgage to Bank One, n/k/a Chase Bank", are acceptable. However, "I checked the title with the owners" is unacceptable, as it is vague and does not confirm the accuracy of the title report.

2. SNET (Scope, Necessity of Take, Effects on Residue, Terms): A thorough and detailed explanation of SNET is paramount to the owner’s complete understanding of the taking. Its elements are explained as follows:

   **Scope:** A brief description of the nature of the project and the specific impact it will have on the subject property. "I showed the plans and explained the project" is not acceptable. Instead write, for example, "I showed the plans and explained that the project will replace the bridge and approaches over Wildcat Creek on SR 28. I noted that the bridge will have two 12-foot lanes and 10-foot shoulders with guard rail. In addition, I noted that the approaches will be two 12-foot lanes with 11-foot shoulders, three-foot side ditches with guard rail from the bridge to STA 124+23 Lt. Also, I noted the approach on the north side along their frontage will be raised 1 - 3 feet and their drive will be relocated to STA 124+45 Lt., 16 feet wide with a bituminous surface."

   All changes to the road, topography or land improvements as they effect a property must be specified in the report; i.e., changes of centerline or elevation, addition of guard rail, shoulders or ditches, specification of drive location, size and surface.

   **Necessity of Take:** A brief explanation of the need for the property. For example, "I explained that INDOT needs to acquire the .306 acres of frontage for the addition of the left shoulder and to provide room for a 3:1 slope from the new road elevation to the new right-of-way line."
**Effects on the residue:** an explanation of how the remaining property will be affected by the acquisition. Examples include severance damages, changes of highest and best use, drive closings, temporary rights of way, and drive construction details.

**Terms:** an explanation of the offer amount and what is being purchased and compensated for. All cost to cure items **must** be specified. For example, "I explained that the $3,400 offer is for .306 acres with trees and includes $200 to relocate the light pole."

3. A statement that the owner may submit any information which may affect the value of the acquisition, at his option and expense. This could include comparable sales/appraisal.

4. A statement that the owners may retain certain buildings or fixtures. The retention of these items will be at a salvage value and that value will be subtracted from the final consideration.

5. A statement explaining that the owner was provided with the appropriate FHWA brochures, per federal regulations.

6. A statement that the buyer will provide follow-up contact to the owner within 7-10 days of receiving the offer.

7. A recap of your conversation containing the owner's concerns, your responses, your expectations of the owner, a list of your responsibilities and the time frame in which you expect these to be accomplished. For example, "The owners feel the offer is low and their residue is worthless. I explained that a private appraisal can be submitted for review at the owner's option and expense. I reminded them that the severance damages recognized the loss in value to the residue. I also explained that I will see if INDOT will purchase the residue as an uneconomic remnant at the owners' request and let them know next week. The owners will obtain a private appraisal to be submitted within one month or sign a right of entry to delay negotiations further."

Reports accompanying secured instruments must contain the following:

1. An explanation of the time frame for obtaining clear title, including obtaining partial mortgage releases, and check processing, making note that the 90 days doesn't begin until clear title is secured and the parcel is approved by INDOT Legal.

2. A recap of the terms of the transaction if the parcel was complicated and negotiations involved changes to the plans, retentions, administrative settlements or any other items which were negotiated since the offer was made. This summary will clarify the terms of the acquisition for both parties (if applicable).

3. A statement that you reviewed the owner's responsibilities regarding major retentions and gave them a copy of the retention agreement (if applicable).

4. A statement explaining the owner's responsibilities for real estate taxes.

5. A statement of waiver if the owner waives the 30-day consideration period, his right to request the purchase of an uneconomic remnant, or his right to retentions.

A Buyer's Log may be used to document telephone conversations or other events which are not personal visits. The log will note the date, time, person contacted and a summary of the
conversation just as would be noted in a buyer's report. The log will avoid the tedium of completing the buyer's report heading for each telephone contact while maintaining the historical reference of the chain of negotiations. The log must be thorough and factual in entering the information.

4.4 Land Plat

The land plat is part of the legal description, and will be in the grey R/E Engineering envelope in the parcel when you receive it. The plat will show the area of take in relation to the property boundaries. Please note that temporary easement only parcels may not have a plat prepared. Areas of Excess Land must be noted on the land plat when it is determined that excess land is being purchased.

4.5 Statement of the Basis for Just Compensation

This document is prepared by the Review Appraiser and will be in the parcel when you receive it. Other than the appraisal itself, it is the only break out of the appraised amounts for land/improvements and damages that you may disclose to the owner (enclosure #26).

4.6 Plans

You will not provide a full set of the plans to the owner but they still must be prepared for presentation. Upon request you may give him the sheets which contain his property. You should color the area of taking on the plan sheets which depict the owner's property. This will help the owner recognize the acquisition among the multiple lines which are on a plan sheet. You might also highlight any other information which you intend to point out to the owner. This would include side ditch/guard rail information, elevations, or a relocated center line.

4.7 Publication of Offer

Occasionally the owner will refuse to meet with you or to accept the offer through a certified mailing. You may also encounter a parcel which has an owner whom you cannot locate. Under these circumstances the Indiana Code allows for the offer to be published in a newspaper either where the property is located or where the owner was last known to reside. Before publishing an offer, the buyer should make every effort to convince the reluctant owner that it is in his best interest to allow you to explain the offer and acquisition procedures OR to contact the neighbors, voter registration, the Post Office, and public utility companies in an attempt to locate the owner. You will mail the offer to the same address as is listed on the tax roles prior to publishing an offer. You might also contact local law enforcement offices to see if the owner is currently serving a prison sentence.

The eminent domain procedures, as set out in IC 32-24-1-5 (below), also establish the requirements for advertising an offer:
NOTICE

TO: ___________________________ (owner(s)), ___________________________ (condemnor) needs your land for a ___________________________ (description of the project), and will need to acquire the following from you: ___________________________ (general description of land or interest to be acquired). We have made you a formal offer for this land (or interest) which is now on file in the Clerk's Office in the ___________________________ County Court House. Please pick up the offer. If you do not respond to this notice, or accept the offer by ___________________________ (a date 30 days from the first date of publication) 20____, we shall file a suit to condemn the land or interest therein.

Condemnor

The condemnor shall file the offer with the clerk of the circuit court with a supporting affidavit that diligent search has been made and that the owner can not be found. The notice shall be published twice; one (1) immediately, and a subsequent publication at least seven (7) days and not more than twenty-one (21) days after the prior publication.

See enclosure #32 for a copy of this notice. The notice shall be delivered to the newspaper(s) by the buyer. Leave a claim voucher, W-9, and direct deposit form with the newspaper, for direct billing purposes, to be returned with the publisher's claim (certified proof of publication). The publisher's claim will be placed in the parcel file, behind the offer letter, to document that an offer was made. Names and addresses of local newspapers can be obtained from the supervisor, Records Unit. Verify that the newspaper will direct-bill INDOT for the costs of publication. The buyer will complete the appropriate affidavit (Unable to Present Offer or Unable to Locate Owner), whether the owner refused the offer or was not located, (see enclosures #33 & #34) and place it in the file to document why the offer was published.

Follow the same distribution of the offer letter copies as cited in Section 4.2, The Offer Letter. The buyer will leave a complete offer package with the county clerk. The published notice will direct the property owner to the clerk's office to pick up the offer. If you have not had a response from the owner 30 days after the last publication, you will retrieve the package and place it in the parcel as documentation of a failure to respond. The parcel will then be processed for condemnation.

4.8 Offers By Mail

It is the option of the Buying Section that the initial offer may be extended to the owner of record by mail. Offers by Mail should not be considered where an owner hardship is known or anticipated -- i.e., old age, language barrier, etc., or when the acquisition entails displacement of persons or personalty, or any other unusual circumstances that indicate an offer in person is in the best interest of the State and/or the owner.

The buyer should follow all the same preparatory procedures as outlined earlier in this chapter. Prepare an Offer by Mail package and mail it to the owner of record.

The offer by mail package shall contain the following:

1. Introduction letter;
2. Brochure, "Acquisition: Acquiring Real Property for Federal And Federal-Aid Programs And Projects;"
3. Plan sheet highlighting subject property and required right-of-way;
4. Uniform Land or Easement Acquisition Offer with legal description/land plat attached;
5. Statement of the Basis for Just Compensation.
6. Owner's Private Appraisal Letter;
The offer by mail package should be carefully prepared and assembled in a sequence which is intended to guide the owner logically through the acquisition process, explaining the taking, presenting the offer, and defining the owner's and the State's rights and options in accordance with applicable laws.

The Introduction Letter

The most important document in the Offer by Mail package is the introduction letter to the owner (enclosure #35). This letter will include project identification information e.g., project, parcel, code, etc.; also, an introductory paragraph describing the purpose of the project. Subsequent paragraphs will include aspects of SNET, information pertaining to the acquisition and its effect on the owner's property; location of access, elevation of road, reduction in set-back, drainage, etc. You will then explain what the offer represents; area of acquisition, temporary right-of-way, land improvements, cost-to-cure, damages, etc. You must be specific as to what improvements are acquired and what the allowance for damages represents. The letter should include an explanation of the acquisition process to follow, with a notice that you will contact them within 10 days of receipt. However, if the owner wishes to contact the buyer before that time, he should be encouraged to do so with the introduction letter providing the name and telephone number of the buyer.

Mailing the Offer

The Offer by Mail package is to be mailed certified with return-receipt and the physical mailing of the offer must coincide with the date of the introduction letter. Documentation and evidence that the offer was mailed will be the returned-receipt (Green Card or signature confirmation print-out from the postal service if done electronically) along with the file copy of the introduction letter. The Green Card or signature print-out will be attached to page 3 of the Offer Letter to be included in the parcel file. A notation in the Buyers Report that states date receipt was returned.

Preparation and Distribution of Forms

The same procedures are followed as cited in Section 4.2.

Owner Contact

The buyer should arrange an appointment for a personal meeting to further address the acquisition during the follow-up telephone contact. If no decision is received with respect to accepting or rejecting the offer within 10 - 20 days after the personal contact (provided the buyer has answered all the owner's pertinent questions and the 30-day statutory period has expired), the buyer should contact the owner and request a decision.

It should be stressed at this point that this procedure describes minimally acceptable negotiations and in no way reduces the obligation of the buyer to provide whatever additional contacts and service are necessary for each owner.

4.9 Daily Notice to Relocation

Having made the offer or initiated the offer proceedings with at least one of the interests, you will prepare the Daily Notice to Relocation (enclosure #24), if applicable, and submit the
original to the Relocation Section and two copies to the Buying Section clerk for database entry and distribution. Place one copy in the parcel file. This form will be used whenever the parcel involves the acquisition of an occupied residence, personal property in a building or stored within the area of take, or when the appraisal changes the after-take highest and best use of a building. The Buyer should not attempt to explain relocation benefits. The Relocation Agent will determine whether the occupant is eligible for relocation benefits.(see Chapter 10).

The Daily Notice is to be submitted immediately upon initiating negotiations. A thorough explanation of the taking, ownership and occupants, addresses and phone numbers will be included.
CHAPTER FIVE

THE PRESENTATION

Having arrived at the appointed time, given the owner your business card, made the introductions and exchanged pleasantries, you should inquire where they would like you to sit. Suggest the kitchen table if it is available. This will allow you room to display the plans and paperwork, providing adequate seating room for all parties. This seating arrangement will also take away any psychological advantage the owner may be seeking if he sits on his easy chair "throne" in the living room while you kneel in front of him to display the plans on the coffee table. Likewise, don't help yourself to his favorite chair, souring the tone of the meeting before it starts.

5.1 Display the Plans

Begin with a general orientation to the nature of the project. Lay the plans so that the north arrow actually points towards north. Many people have poor conceptualization skills and cannot reconcile the plans with reality unless they are facing the same direction. Show them the cover sheet or plat 1 noting what is to be built and the lengths of the project. Then show them the typical cross section sheet explaining the surface, width and drainage called for. You will have noted in your preparation what sheets show this property and you can go directly to them. Begin with the plan & profile sheet as it contains the most information. Note the existing structure/lanes and then compare it to the new structure/lanes & shoulders in order to emphasize why additional right-of-way is necessary. Point out any elevation changes, new structures (inlets, pipes, guard rail), side ditch locations, driveway widths- lengths- surfaces and locations. Be careful not to leave the owner with the impression that his drive will be resurfaced on its entire length.

Offer to take the plans outside and walk the area of take in order to point out improvements to be acquired and to help orient the owner to the taking. This is a good time to discuss any design problems such as septic system locations or cost to cure items to be moved. It will be easier for the owner to identify the area where he must relocate items. After you have thoroughly explained the plans and taking, ask the owner if he has any other questions. If not, put the plans away so as to limit the distractions and keep the owner’s attention focused on your current discussions.

If the owner requests a set of plans, you can obtain additional sheets which show his property and provide them to him at a later date. Explain that it is not financially feasible to provide complete sets for all 3000 ownership interests with which we deal each year.

5.2 Affidavits

Considering the amount of transactions INDOT is involved in, paragraphs regarding surviving spouse, affidavit of death, corporate authority, and the like (sometimes called “jurats”) serve as an economical alternative to affidavits because of the reduction of paperwork subject to possible recording fees. This current version of the Buyer’s Manual has been updated to provide sample paragraphs or “jurats” and instructions on when to use them. Occasionally, an affidavit may be preferred, but please consult with the Buying Section Manager to verify if one should be used. See Chapter 2 and Chapter 8.8 for details of the use of jurats/affidavits.
5.3 Environmental Disclosure Document (EDD)

An owner should be provided an EDD, if applicable, explaining its use prior to making the offer. If possible, encourage the owner to complete it while you wait, before making the offer. If necessary, you will leave it with him, explaining that, by law, it must be completed before the property can be transferred (see Chapter 7, Environmental Review of Parcels).

5.4 Offer Presentations

You will leave the complete offer package with the owner, presenting and explaining each item. The package includes an offer with deed attached, plat sheet, an "Acquisition: Acquiring Real Property For Federal And Federal-Aid Programs And Projects" brochure, an Owners Private Appraisal letter, a Statement of the Basis for Just Compensation and a buyers report (noting the date and activity). Parcels involving relocation will include a "Relocation and You" brochure and a RAAP6 or RAAP24 letter (enclosures #36 & #37). A note must be added in the Buyers Report stating the brochures where provided to the owner.

Organize your offer materials to be presented in a logical order to eliminate paper shuffling. Be appreciative that you will be overwhelming the owner with information on a subject of which he has little or no knowledge. Therefore, you must control the subject matter and maintain the owner’s attention by limiting the distractions (see Chapter 6.1, Negotiating). Present the "Acquisition: Acquiring Real Property for Federal and Federal-Aid Programs and Projects" booklet with a brief explanation of its contents and set the booklet aside. Explain that you will cover all the necessary information in your presentation and that the booklet is for his reference if he has questions after you leave. This will prevent the owner from reading the booklet while you are trying to present the offer.

Present and explain the plat attached to the legal description.

Now you have reached the moment the owner has been anticipating: the offer. The offer letter should remain out of the owners view until you are ready to hand it to him. Verify once again that the offer is correctly addressed, and that all appropriate parties are identified. Announce the offer in a confident voice while placing the offer letter in a position that you can both view it. Look the owner in the eye while announcing the offer. You should not appear ashamed or embarrassed by the amount. The owner may want to discuss the amount or ask you to justify it immediately. Explain that you will discuss it as soon as you have covered the rest of the information in the offer letter. This may diffuse an outburst of emotion if he has to wait before expressing his opinion. Explain the acquisition procedures and the owner’s options while pointing to where the information can be found. Note that there are no expenses involved for the owner in selling the property if he accepts the offer. Explain that INDOT will not reimburse him for either attorney fees for representing him in the negotiations or for the cost of obtaining his own appraisal. Explain the procedures of eminent domain litigation should he refuse the offer. Note that the offer is dated on page three which will initiate his 30-day period for consideration of the offer. Finally, explain that page four is an acceptance and that a copy of the deed, legal description/land plat is attached, which describes the area which INDOT has offered to purchase.

Now you are ready to explain what the offer represents. Present the Statement of the Basis for Just Compensation and explain what land area, nature of title to be acquired, severance damages and cost to cure items are involved. Be prepared to explain the appraisal process and what methods were used to arrive at the offered amount. However, you cannot provide more specific or detailed information regarding the components of the offer than are revealed in the Statement of the Basis for Just Compensation. You cannot specify the amount paid for a particular land improvement. The owner may obtain that information in the copy of the appraisal provided. If the owner is reacting negatively, explain what options are available to obtain a value that he considers to be fair. Present the Owner’s Private Appraisal Letter and explain its use (see Chapter 6.3, Private Appraisals). Explain that he may obtain his own estimates for cost to cure items and submit them for review. This is the moment when you can change his perception of you from an adversary to an associate. You are there to hear his opinions and determine whether they have merit and need to be addressed. Do not take offense at his emotional reaction. He will probably be embarrassed and apologize once he calms down. Explain that you are here to assist him in reviewing the offer and protecting his rights. **However, you may not give your opinion of the offer if the owner asks.** Explain that the decision must be his.
Some owners may wish to initiate negotiations with an unsupported counteroffer under the mistaken impression that you will split the difference with them. This is an opportunity to explain your fiscal responsibility to the taxpayers of Indiana by reminding the owner that taxpayers demand that all expenditures be justified. If the owner will submit supporting documentation of his opinion of value, it will be considered, but his ability to negotiate has no bearing on the value of his property. Furthermore, any unjustified settlements made would serve to penalize the other property owners who accepted their offers or submitted appraisals. If the owner does not react to the offer, he probably agrees with the amount offered. If the presentation is going well, you should explain that they may accept the offer at any time prior to the 30 days expiring by signing the acceptance and mailing it; OR they may sign all the documents now while you are there if they do not wish to review the offer any further. If they accept the offer immediately you will note their waiver of the consideration period in your Buyer's Report.

5.5 Retentions

Offer to allow the owner to retain land improvements, fixtures and buildings. Note this offer in your Buyers Report. Retentions will fall into two categories; major and minor.

**Major retentions**: These are any buildings or structures. Buildings will include homes, commercial structures, barns and garages but not portable storage sheds or mini barns. Mini barns will not be appraised or be included in the offer because they are personal property and moved as a relocation item. Structures would include free standing land improvements which are anchored to the ground, such as radio towers or fuel storage tanks.

Explain as a part of the offer process that retention of a building is possible and that the owner must make arrangements for a retention before the deed is signed. If the owner is interested, submit the parcel to the Property Management Unit for a retention value and amount of performance bond to be posted. Inform the owner of the amount to be deducted from his offer for the retention and amount of bond required. Explain that a surety performance bond is used to ensure that the building will be removed, using the funds from this bond, should the owner fail to remove it.

You should also advise him of the necessary considerations to be made before committing to the retention. The owner must identify a suitable replacement site and should contact all the necessary contractors (moving, foundation, septic/well) to verify the structure is feasible to move, that the contractors will be available for work during the specified time frame, that the moving permits can be obtained and zoning is appropriate. Give him a copy of the retention agreement (see Chapter 8.12, Retention Agreement) and review it with him to ensure that he fully understands his responsibilities. Explain that he is making a financial commitment to move the structure and any failure on his part or on the part of his contractors will cause a forfeiture of his bond and a potential loss of the building. The State has no responsibility for any damage whether to the building, other structures or injuries incurred in the move.

The owner must remove the structure from the right-of-way within 60 days of receipt of payment, clean up the site and remove any debris created by the moving process, and remove any foundation walls left above ground (not including a slab). He must also contact the district construction engineer, 48 hours prior to the move, to arrange an inspection. The owner will remove all debris from the basement, seal the drains with concrete, remove the walls down to two feet below grade, break up the floor and fill the basement with gravel; all to be completed on the same day as the move. The Engineer will sign the approval form, releasing the owner's bond. The bond will be refunded within 30 days after the engineer has signed off approving the move.

If the owner chooses to retain he should obtain a surety performance bond, a certified check or cashiers check (payable to "The Indiana Department of Transportation") for the amount specified by Property Management. The retention agreement will be signed along with other conveyance documents and submitted with the performance bond in the secured parcel. Note that a retention clause must be added to the deed (see Chapter 8.2).

If the structure is a billboard, the salvage value will be included in the appraisal. While the salvage value will be deducted from the offered amount, a retention agreement is not necessary for a billboard. The retention will be noted on the status report to alert the Property Management Section that an improvement must be monitored for removal. The owner should be made aware that he must contact the Property Management
Unit to arrange any lease back provisions if it is not to be removed immediately. Even if the land has not been yet acquired INDOT has purchased the sign owner's lease and he has no right to leave it in place. INDOT has acquired his leasehold rights to that site.

If the retention is a small wood sign it will be treated as a minor retention, unlike a billboard.

**Retentions of Buildings with Slight Encroachments**

If the building is only slightly encroaching into the proposed right-of-way the owner may plan to simply cut off the encroaching porch or corner and keep the building intact without moving it. If INDOT paid $60,000 for the building and the owner retained it for $4,000 and spent only $3,000 removing the porch, he would net $53,000 in damages. This would be considered a windfall to the owner because it would far exceed the damages which would have been paid for a reduction in setback. **You should foresee this possibility before committing to a retention value.** Under these circumstances, you should not obtain a retention value from Property Management. You will route the parcel to the Appraisal Section to determine the cost of cutting off the encroachment and to establish a retention value, based on the estimated severance damages due to a reduction in setback. The deed will still retain the temporary easement for building removal to assure INDOT's ability to remove it should the owner fail to do so. Once the retention value is established the procedures to retain are the same as described for major retentions.

**Minor retentions:** These are fixtures and land improvements which are included in the real property value such as plumbing, lighting fixtures, cabinets, water heaters, landscape items and trees. The buyer is responsible for establishing the salvage value of minor items. You should consider the cost new, age, condition, cost to move and any possible antique value in determining the retention value. The goal is to establish a fair value but this price should not become an obstacle to the acquisition of the parcel. You will explain that the retention is to be removed within 30 days of receipt of payment on partial acquisitions. Retentions will be removed prior to vacating the property on total acquisitions. All retained items must be listed on a Retention of Ownership (Fixtures and Parts) form.

Please note that exterior doors and windows should not be retained due to the security and legal liability problems posed during INDOT's possession prior to demolition. These retentions not only cause problems for INDOT but also create an unsightly environment within the neighborhood, giving it an abandoned appearance. This appearance invites vandalism and scavenging, making life unpleasant for those homeowners who live nearby and exposing INDOT to potential legal liabilities for injuries.

### 5.6 Buyer’s Report

You should prepare the buyer’s report in advance of your appointment. This will give you the time to make sure the report is complete and accurate, as well as avoiding wasting the owners time. Add any of the owner’s comments or agreements as to what steps will be taken and ask the owner to initial the completed report. This will protect you from future unfounded claims of misrepresentation (see Chapter 4.3). Provide a copy to the owner for future reference.

### 5.7 Summation

Ask the owner if he has any other questions. Tell him to write down any questions he may think of while awaiting your return call. **Inform him that you will contact him in 10 days and again after 20 days to see if he has questions.** Give him your business card and encourage him to call you if a question arises. If you have agreed to investigate an issue, give him an estimated time frame for obtaining an answer and make every effort to follow through on it. If he is going to take some action, such as speaking to an attorney or obtaining an estimate, impress upon him the time limitations and try to get him to agree to a time frame (see Chapter 6.1, *Follow up*). **The objective is for all parties to know what their responsibilities are, the time frames, the consequences of delays, and what the next activities will be.**
5.8 Follow Up

Owners have the expectation that you are immediately going to deal with their issues. If there is a delay (workload, problems getting answers, illness, etc.) the Buyer will call the owner to let them know of the delay and when they can realistically expect to hear from you next. Property owners must be kept informed of the parcel status at all points until the parcel is totally completed. This will continue to maintain goodwill through this sometimes arduous process.
CHAPTER SIX
THE NEGOTIATION PROCESS

6.1 Negotiation

Common Courtesy
Everyone appreciates being treated with respect. Make your appointments at the owner's convenience, within reason. Be punctual; never show up late for an appointment. If you are going to be late, make an effort to let the owner know and offer to re-schedule if needed. This means planning for driving time, even in rush hour, and knowing how to get there. The tone of your relationship is set here. Remember that you are inconveniencing them and arriving late can create an adversarial relationship before the offer is even made. Allow adequate time for the appointment. The owner will feel unimportant if you hurry; or he may interpret your rush as insecurity. Treat their time/home/children/pets with the same respect you demand from visitors. While introductory pleasantries are necessary, don't spend an excessive amount of time getting down to business. Pay attention to little things like wiping your feet, awaiting instruction as to seating, being careful not to scratch a table with your materials. A lack of manners, causing a personality clash with the owner, will assuredly result in a condemnation. Dress in a professional manner; you are there for business, not a social visit.

Confidence
You must be prepared for every meeting. A thorough knowledge of the plans, owner's property, and the appraisal will allow you to deal with the owner in a confident, not superior, manner. Do not enter the negotiations with an apologetic manner which conveys the impression you have done something wrong. You should express concern for their situation and a sincere desire to help them sort through a complicated transaction.

Control
You should control the pace and agenda of meetings. You have the information that they need. You are familiar with the issues and the procedures, having been through multiple acquisitions. The owner will need you to guide him through the decision-making process; what to focus on and what steps to take. In order to be of any assistance, you will have to remain calm, focused on the issues and not be baited into an argument. Avoid immaterial and controversial subjects which, if allowed to get out of hand, will keep the meeting from focusing on its true purpose. Organize your materials, to be distributed to the owner, before the appointment. This allows the material presentation to follow a logical progression and provides you some control over pace and topics of discussion.

Listen
You should plan to spend whatever amount of time is necessary listening to the owner's concerns, as long as the discussion is productive. Be appreciative that you may be the first opportunity the owner has had to vent his frustration. Allow him some time to voice his opinions.
and complaints. Take notes regarding his problems and include them in your buyer's report. This demonstrates your concern for his situation and assures him that you are listening and that he has input to the process. This is your opportunity to find out what specific issues are important to him. Money is not always the primary concern. If you are unclear as to what would satisfy the owner, ask him to prioritize his issues. Keep the owner focused on the relevant issues of the acquisition. Many times an emotional owner will consume your time complaining about "government" actions which have nothing to do with his property and our project.

Discuss - Never Argue

If the owner expresses an opinion which you know to be factually wrong, you should politely correct him without arguing or conveying the impression of superiority. This will avoid his building a position upon a false assumption. If a discussion becomes emotional, both parties are so firmly set in their beliefs that neither party listens to the other. One person is thinking of his rebuttal and next statement while the other is speaking. If an owner is firm in his beliefs, you should acknowledge his opinion and explain that you can appreciate why he holds it. Then explain why you must view it differently. It is possible to agree to disagree, which allows lines of communication to remain open and a settlement possible.

Don't Oversell

Do not guess at answers to owners' questions. Simply tell them you don't know but will get an answer. Don't over-emphasize the benefits of a project, appraisers' qualifications or the threat of eminent domain. It will only serve to further alienate the owner and cause him to question your integrity. If you have bad news, address it directly and honestly. The owner may react negatively at first but he will appreciate the fact that you didn't hide it or ignore the problem. Explain that your job is to identify his concerns but that you can't guarantee that all of his concerns can be resolved.

Know When to Leave

Occasionally an owner will become so emotional that any further discussion, after the plans and offer are presented, is counter-productive. You will not convince this person of your point of view, on this day, and any further discussion will alienate him. Ask if he has any other questions, explain his options and leave.

Deal from Fact

Verify with all ownership interests that the person you are dealing with does in fact represent them and that they will accede to any decision he makes. If an owner refers you to his attorney, you will refrain from any further direct contact with the owner. The attorney will initially need to be informed of the details of the project, offer, the owners' position and the acquisition procedures. However, you shouldn't allow him to go on a fishing expedition to see what he can obtain for the owners. Verify that he represents the owners’ wishes and whatever he agrees to, the owners will accept.

Likewise, you must convince him that you have full authority to negotiate for the state. Accept your responsibility and recognize your authority. Don't give the owner or the attorney the impression that you are only the messenger. This only encourages him to contact your supervisor to get what he wants.

Verify any information an owner cites in your conversations, such as recent comparable sales in the area. It is human nature to exaggerate during an intense discussion or to repeat rumor as fact.

Frequently an owner will cite a neighbor’s offer as a basis for demanding an increase. Explain that you will not discuss the neighbor’s offer in order to protect the neighbor’s
confidentiality, just as you will protect this owner’s confidentiality when meeting others. Explain that offers will contain damages and cost to cure items which invalidate simple comparisons of sale price divided by area.

Clarify/Simplify
Reduce all issues to their simplest terms for the layman. Appreciate that the owner knows little or nothing about real estate, highways, construction or appraising. After each discussion summarize your understanding to ensure that you both agreed to the same thing. Such a recap should be in the buyer’s report, especially for a securing call, when prolonged negotiations have resulted in multiple changes or special conditions which alter the terms of the sale from the original offer.

Follow Up
Follow up at the 10 and 20 day intervals after presenting the offer, even when the owner has no questions. This will provide the owner every opportunity to raise questions before the 30 days expires. If the owner has no questions after the 10 day call, ask if he wishes to waive the consideration period and accept the offer. If questions or problems are raised, you will conclude every conversation and buyers report with a recap of what you will do, what he will do, when the tasks will be accomplished and what the effect will be if the tasks are not completed on time. Make sure that you perform as you committed to, if you expect the same of the owner. If the owner's request will cause lengthy delays in the negotiations, ask for a Right of Entry (see chapter 8.9) as consideration for your willingness to delay his decision.

Never assume that an owner is satisfied based on a verbal agreement. Aggressively pursue the parcel until a signed instrument is in your hand. Many parcels have ended as condemnations after a buyer allowed six months for an owner to sign and return a document, based on the assumption that all was well. Remember that some people will outright lie to you if it will gain them an advantage.

We usually have sufficient time to resolve owners' problems but not if they don't raise the issue or document it in a timely manner. You must instill the importance of timeliness in the owner for his own good. Our goal is to treat every owner fairly while maintaining a project schedule.

It is your responsibility to see that all owners are fully compensated and to make any necessary and reasonable plan changes. However, INDOT cannot allow multi-million dollar contracts to be delayed because the owner didn't consider the offer important, until he was asked for a decision, but now wants design changes and to spend a month getting cost to cure estimates. Any delay to a right-of-way clear date will likely cause the contract to be let in the next construction season, possibly adding to the cost of the contract. In real dollars, a $15 million job could increase by $750,000 if we delay it while awaiting a $600 estimate for fencing. Delays in negotiations, whether caused by your failure to follow up in a timely manner or by allowing the owner to investigate issues which are irrelevant to the value of his land, will degrade your bargaining position by reducing your options. At some point you will no longer have enough time left before the contract letting date to consider condemnation as a viable option. Remember that condemnations can take at least 6-7 months to provide INDOT possession of a property.

It is a fine balance of maintaining a productive working relationship while instilling a sense of urgency in the owner. The owner is more likely to respond positively if you present a time frame on the first call and explain that it is your intent to protect him from being pressured into a decision without adequate information. For his protection he should begin any necessary considerations immediately.
Good Business Practices

**Good negotiations identify all the issues before any changes are made.** Do not agree to make plan changes, settlements or any other concessions until the owner agrees to accept the offer or grant a Right of Entry. Be aware of the famous last request, which never is. "Everything we talked about is OK but I just thought of something else ...” Prolonged negotiations and plan changes that end in condemnation delay projects and increase their cost. The golden rule of negotiations is to be reasonable. If the owner's request sounds reasonable to you, it should be addressed.

### 6.2 Plan Changes

Review the request with your supervisor and the Buying Section Manager. Consider whether the plan change will reduce the offer and whether the owner is aware of this or will expect the same compensation. Verify the feasibility with the appropriate Design Consultant and arrange for the change to be made. If you are requesting a plan change, prepare a design change memo (*enclosure #38*) and submit it with a plan sheet mark-up of the proposed change. The parcel is not routed to Design. If the change requires the parcel to be routed, such as a change in appraisal review, complete a Rec/Route sheet (*enclosure #39*), attach it to the front of the parcel and give it to the Section Clerk for routing & database entry.

**Be aware of the impact any requested change may have on other parcels and take the necessary steps to coordinate the change with other owners and other INDOT divisions.** If the change will effect the construction, right-of-way needed or the value of an adjoining property you should carefully review the proposal with the engineering or appraisal sections, the Design Consultant or the adjoining owner (as appropriate) to assure that the change is beneficial, cost effective and is not placing a burden upon another owner.

### 6.3 Owner’s Private Appraisal

If the owner says he will submit a private appraisal, inform the owner that INDOT will accept for review any supporting evidence that the owner is wishing to present. If any evidence is submitted for review, make a copy for the parcel and route to the Review Appraiser. Return the owner's appraisal/evidence to him and explain the reviewer's findings, either making a revised offer or rejecting the value.
CHAPTER SEVEN

ENVIRONMENTAL REVIEW OF PARCELS

The buyer's goal, when dealing with a potentially contaminated site, is to identify the extent of contamination, and to inform Design of any potential hazards.

Upon receipt of a new project, the buyer should review the "Scope of the Project" report which is available in the correspondence file of the project in the Real Estate Records Section. This report will address environmental concerns on the project. Depending on the type of project the report may have only a memo from the Environmental Section stating that there are no obvious concerns or it may have an Initial Site Assessment (ISA) or Preliminary Site Investigation (PSI) if problems do exist.

An ISA is a report of a visual inspection of the property for obvious problems combined with an investigation of the historical records of use of the property. If any contamination is seen or questionable uses noted, a PSI will be ordered.

A PSI is a report based on soil boring analysis to determine the location and extent of contamination. If the PSI identifies contamination a copy of the report is forwarded to the Indiana Department of Environmental Management (IDEM) by INDOT Environmental. IDEM will open a file, issue a notice of violation to the owner, approve a cleanup plan submitted by the owner and monitor the cleanup progress. You should check the appropriate IDEM files (spill, Underground Storage Tank-UST, and Leaking Underground Storage Tank-LUST) for any reports on the site.

After you have gathered all the available information on the site, you must evaluate the risk involved with proceeding to secure or condemn the parcel. Any parcel which has a UST in the area to be acquired should have a PSI to determine whether it has leaked. Most parcels will fall within the gray area and will require your good judgment as to the amount of risk involved in acquiring the parcel.

Indiana Code 13-25-3 requires that Environmental Disclosure Documents (EDD) be completed by the seller, submitted to the buyer for review, and recorded after the sale is finalized. IC 13-11-2-174 delineates which properties require an EDD:

1. Any property which is subject to reporting under the Federal Emergency Planning and Community Right to Know Act. These would be properties which store hazardous materials.
2. Any property which contains a UST over 1,000 gallons for commercial use.
3. Any property listed on the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS); i.e., seriously contaminated properties.

If your inspection of the property or discussions with the owner reveals either a current or prior hazardous use, you should obtain an EDD and review the situation with the Buying Section Manager to determine whether a PSI is merited.

An EDD must be obtained for these properties even if a PSI has been made. The EDD is required by law and must be recorded as a part of the transaction even if it doesn't add to our knowledge of the property (enclosure #40). The owner will complete the EDD and
sign it certifying his knowledge of the property. The buyer will notarize the owner's signature as of the date he signs it. The buyer will sign the EDD as receiver for INDOT and have his signature notarized as of the date of his signature. The buyer will attach a copy of the deed or other form of legal description and place it in the parcel. If the EDD discloses UST, the owner should attach a sketch showing the location of the UST, or other known area of contamination, in relation to the right-of-way lines.

If it is determined that the acquisition should proceed, either to secure or condemn, the buyer should prepare a memo to the Buying Section Manager explaining why the risk of acquiring this property is acceptable and what steps were taken to identify the risk level (enclosure #41).

If the parcel contains excess land or an uneconomic remnant you should review the procedures described in Chapter 3. INDOT will NOT acquire excess land or an uneconomic remnant without the owner providing certification that remediation has taken place or that the levels of contamination are below IDEM's enforcement action levels.

**Lead Based Paint Disclosure Document**

The Residential Lead-Based Paint Hazard Reduction Act of 1992 directs the EPA and HUD to require disclosure of known information on lead based paint hazards before the sale or lease of most houses built prior to 1978. INDOT is purchasing the residential building for demolition purposes and therefore does not care whether there is lead based paint. However, in order to protect the Buyer’s broker’s license and to provide INDOT with knowledge, should we auction the building or lease it, the prudent course of action will be to obtain the disclosure form from the seller.

A disclosure form (enclosure #42) must be completed and signed by the seller of residential buildings meeting the following criteria.

1. If the building was constructed prior to 1978 a disclosure form is required.
2. Zero bedroom units (such as loft/efficiency/dormitory) and elderly housing are considered exempt from the disclosure.
3. The buyer will initial item “d” indicating that a lead information pamphlet was provided. This pamphlet is available at the Central Real Estate Office, and sellers should not be required to provide one to the State.
4. The buyer will initial item “f.”
5. The buyer will initial the form under the purchaser’s acknowledgement and check the box waiving the 10 day inspection period.
6. The buyer will print “State of Indiana, by ________” in the purchaser’s signature block.
CHAPTER EIGHT

SECURING

You have now reached the point in the acquisition process where you have addressed, to the best of your abilities, all the owners’ concerns. The 30-day consideration period has expired and there are no other legitimate reasons for delaying the decision. You will contact the owner(s) and ask what he has decided. If he rejects the offer, identify his objections, and make note of them in the Buyers Report. If they cannot be resolved, explain the condemnation process (see Chapter 9, Condemnation). **If he accepts the offer, you will verify the terms of the sale to ensure that there will be no misunderstandings when the documents are ready to be signed.** Verify that the owner won’t retain anything or what items will be retained and their cost. If the acceptance is subject to any plan changes, verify that they are completed. Verify that the title has not been changed since negotiations began. Inform the owner of any actions he must take prior to accepting the offer, such as paying taxes or obtaining a retention performance bond. Verify the payment arrangements if there are multiple owners. You will need to know, in advance, how to prepare the claim voucher. **If the owner insists on preparing his own deed, you will need to obtain a draft copy for approval by the Acquisition Administrator before submitting it for payment.** Make whatever arrangements are the most expeditious and appropriate to obtain the necessary signatures. This may mean either a personal meeting(s) or a mailing(s). If you mail the securing documents they must be complete and ready to sign. Include detailed instructions and indicate where signatures are necessary and what documents need notarized. Also, be sure to remind the owners to sign exactly as their name is typed (e.g. with or without a middle initial). This will hopefully reduce the potential for the owners to make an error, thus voiding your documents. Proceed with the acquisition in the same aggressive manner in which negotiations were handled. If mailed, the acceptance package should be sent within two days. If a person has excessive time to deliberate an issue it will increase the likelihood that he will doubt his decision.

8.1 Document Preparation

The documents necessary to convey the property always will include a(n):
1. Instrument to convey, with complete legal descriptions attached
2. Acceptance of offer
3. Claim voucher (with attachment, if necessary) NOTE: A CLAIM VOUCHER, ACCEPTANCE AND W-9 ARE NOT NECESSARY FOR FREE DONATIONS
4. W-9
5. Receipt of conveyance instrument
6. Real estate tax memo

Supporting documents which may be necessary to accompany the above:
7. Appropriate affidavits
8. Major or minor retention agreements
9. Right of Entry
10. Donation Agreement (with or without offer)

8.2 Conveyance Instruments

A **Warranty Deed** *(see enclosure #43)* is the preferred instrument to be used for a fee simple conveyance. The deed format and description/land plat will be provided; however, the buyer is responsible for completing the granting clause, county and state of owners' residence, recitation of consideration, any necessary authority paragraphs (sometimes called jurats), affidavit paragraphs, signature blocks, land/improvement and damage breakout, notarizing the signatures, applying a notary seal and dating the deed. The granting clause will cite the owners in the same format, exact spelling and interest by which they took title. Please note that an "also known as" (AKA) clause in the granting clause is preferable to a "same person as" affidavit. Please see Chapter 2 for specific instructions on preparation of the conveyance instrument. The signature block and notary will follow the same recitation from the granting clause. The consideration will be dually cited with an actual written amount and a corresponding numerical figure. *The deed will be dated when it becomes a valid instrument -- as of the date of its final signature.* Do not date the deed or notary in anticipation of the owner signing. The owner may not keep the appointment or another issue may arise preventing the owner from signing at this meeting.

A **Quitclaim Deed** *(see enclosure #44)* may be used to release an interest of less than fee. Interests less than fee may also sign a warranty deed by citing their limited interest in the granting clause: “John Doe, Contract Buyer Interest Only”.

If INDOT is acquiring an interest of less than fee, the appropriate conveyance instrument shall be indicated, such as a **Perpetual Easement**, **Temporary Easement** *(see enclosure #45)*, or a **Conservation and Mitigation Easement**. The procedures for completing the instrument are the same as for the warranty deed. Temporary easements will be used when the right-of-way is for driveway construction, yard grading, building removal or other uses which will not substantially alter the terrain and use of the property or require future maintenance access. Perpetual easements will be used when future maintenance access will be necessary such as for construction of a legal drain or sewer. Conservation and Mitigation Easements are used for property acquired for mitigation sites when the owner desires to retain possession and limited use of the property.

*The buyer will place the original signed instrument and two copies, clearly indicated as a copy, in the parcel package and give one copy to the owner.*

**Power of Attorney Clause**
See Section 2.7 for further instruction.
Retention Clause

If the owner is retaining a major item (building or structure), you will add the following clause (see Chapter 5.5 for retention procedures):

**CLAUSE TO BE USED WHEN GRANTOR IS TO REMOVE BUILDING (IMPROVEMENT) FROM RIGHT-OF-WAY TO BE CONVEYED.**

(REMOVAL OF ENTIRE BUILDING)

Reserving, however, unto the Grantor the building __________________________ (describe building), which is currently situated upon the aforesaid real estate and which shall be treated by the Grantee and Grantor hereto as personal property, and which building encroaching upon the aforesaid realty Grantor hereby covenants and agrees to remove from the aforesaid realty as consideration for part of the aforesaid amount paid by the Grantee to the Grantor for this conveyance. Such removal shall be accomplished by 60 days from the date payment is received for the above described realty and the Grantor shall post a performance bond (in the amount of $_________) in favor of the Grantee to insure completion of the removal of the aforesaid building which encroaches upon the aforesaid realty. If the aforesaid building is not removed within the aforementioned time limit then the Grantee, utilizing the funds from the aforesaid performance bond, shall be permitted to remove from the aforesaid realty, by destruction or otherwise, said building which encroaches upon the above conveyed real estate without incurring any liability whatsoever to the Grantor, his successors or assigns other than his liability and attendant legal obligation under and pursuant to the aforesaid performance bond.

**CLAUSE TO BE USED WHEN GRANTOR IS TO REMOVE BUILDING (IMPROVEMENT) FROM RIGHT-OF-WAY TO BE CONVEYED.**

(REMOVAL OF PART OF BUILDING)

Reserving, however, unto the Grantor the building __________________________ (describe building), which is currently situated upon part of the aforesaid real estate and which shall be treated by the Grantee and Grantor hereto as personal property, and which part of said building partially encroaching upon the aforesaid realty Grantor hereby covenants and agrees to remove from the aforesaid realty as consideration for part of the aforesaid amount paid by the Grantee to the Grantor for this conveyance. Such removal shall be accomplished by 60 days from the date payment is received for the above described realty and the Grantor shall post a performance bond (in the amount of $________) in favor of the Grantee to insure completion of the removal of the part of the aforesaid building which encroaches upon the aforesaid realty. If said part of the aforesaid building is not removed within the aforementioned time limit then the Grantee, utilizing the funds from the aforesaid performance bond, shall be permitted to remove from the aforesaid realty, by destruction or otherwise, said part of said building which encroaches upon the above conveyed real estate without incurring any liability whatsoever to the Grantor, his successors or assigns other than his liability and attendant legal obligation under and pursuant to the aforesaid performance bond.

Interim Tax Clause

See Chapter 2.26 for required language and procedures for paying taxes.
8.3 Acceptance of Offer

An acceptance of offer (page 4 of the offer letter; see enclosure #46) will be prepared citing the owners in the same manner as used in the deed granting clause and signature block. Notarize and place the signed original in the parcel. If the owner requests a copy he may either sign his copy in his offer letter or you will make arrangements to provide him a copy. If the owner retains any items or receives an administrative settlement, the acceptance will cite the full amount of the offer with an asterisk beside the offer amount. The mathematics deducting the retention value from the offer amount, or adding the settlement amount, arriving at the "total due owner" amount, will be placed in the available area left of the signatures.

If multiple owners will be signing the acceptance on different dates, you will use separate acceptance forms citing all owners as acceptors of the offer even though only part of them will sign this acceptance. This avoids any misconception that the parties signing each acceptance form will receive the total offer amount as opposed to their share of the total. Note the acceptance date in the Buyers Report.

8.4 Claim Voucher

Prepare a claim voucher and check delivery instructions, if necessary. Depending upon the number of payees and their relationship, there are several different formats to use in the claim voucher preparation. Study the enclosure examples carefully to ensure that the voucher, attachment and W-9 are complete, accurate, and prepared in the proper format. If the voucher is rejected by the auditor, it will certainly delay the payment, and it may require another visit to the owner to obtain more signatures, forcing you to explain your error. Avoid this unpleasant situation by knowing which voucher format is appropriate for the proposed payment arrangements. The owners are not provided with a copy of the voucher. If the owner requests a copy, you will need to make a separate copy for him. Place the signed voucher in the parcel. Note that the owner cannot sign the voucher on a date prior to the deed and acceptance, thus making a claim for payment prior to entering into the contract.

All interests in a parcel will sign the claim voucher, either as a claimant or as a lienholder. This will include all ownership interests, lessees and mortgagees (however, mortgagee signature is not required if payoff letter was provided). If you have more signatures than blanks on which to sign, or you want to mail a second voucher to a lienholder while the primary voucher is being signed, you may use additional claim vouchers which will have "for signature only" written across the Accounting Line Distribution area. This will prevent the additional vouchers from being processed, multiplying the payment, yet still providing the necessary signatures. The "signature only" vouchers will be placed behind the primary voucher in the parcel assembly. In the case of a corporation, partnership, etc. where someone is signing outside of their individual capacity, the same authorized officer(s) who signed the deed should also sign the voucher.

CLAIM VOUCHER FORMATS

1. A single payee (and his mortgagee or county treasurer) or husband and wife (and their mortgagee or county treasurer; see enclosure #47, a standard voucher). A mortgagee or county treasurer can be added as co-payees because they are not receiving taxable income from a sale of property. The income will be reported under the owner's social security number.
2. A single payee but more claimants than signature blanks available (see enclosure #48, vouchers "for signature only"). A mortgagee or county treasurer may still be added as a co-payee in this format.

3. Multiple payees who are not husband and wife (see enclosure #49, claim voucher attachment). Using this format, each payee will submit a W-9, and taxes will be reported for each payee's social security number. A mortgagee or treasurer can still be added as a co-payee on each check.

4. A supplemental claim voucher to pay for services associated with the sale such as a mortgage release fee or attorney's fee for petitioning a court for approval of a sale by a guardian. The service provider will sign the voucher as a claimant (not a lienholder), a W-9, and Direct Deposit form because this will be taxable income.

1. Claim Voucher Preparation

"Vendor Information" block; upper left corner. This area identifies the payee(s) and their address. This block is used for payment to an individual, husband and wife, or owner and his mortgagee or county treasurer. These are the only combinations of multiple payees which can be used in this block to obtain a single check. The first name listed will also be the person who signs the W-9 and uses his social security number or federal ID number. The payees should be cited with the exact same name as which they conveyed title. The payees' name and address must match the W-9. All vendor (payee) block names and addresses will be in capital letters. The payees' names will be reversed- last name first, followed by a comma, first name, then middle initial (if applicable) without any period after the initial (see enclosure #50, how to cite names on a claim voucher, U.S. Postal regulations).

If you have multiple payees who are not married or a mortgagee/treasurer, you must use a claim voucher attachment. When using an attachment the payee name and address are not completed in the payee block. Instead, write "see attachment" through the payee block.

"Agency Information" block; upper right corner. In the “Agency Name” line, print INDOT in all capital letters. In the “Agency number” line, print 800. In the Social Security & Federal ID number lines, print the owner's number in the appropriate line adding a "0" as the first number of the series and removing the dashes between sets of numbers. Example- 123-45-6789 becomes 0123456789.

"Description" block; middle right of page. Mark the appropriate check delivery box to either "send", (mail the check to the address in the payee block), or "yes", (you have printed special instructions for check delivery). Complete the project and parcel number lines and print "code" and complete the code number in the open area below the parcel line.

"Gross Amount" line; middle left of page. Complete this line for the total amount to be paid by this voucher. If you are using the attachment, you will total all the separate checks to be processed under this voucher and enter the amount.

"Claimants" block; lower left corner. All parties of interest who signed any form of an instrument releasing an interest will sign the claim voucher. The first two lines are to be used when dealing with an entity, as opposed to an individual. Individuals will sign and date, exactly as cited on the deed and as payees, on the lower four lines with their names printed beneath their signatures. Note that the date of their signature cannot precede the date of the deed and acceptance as one cannot make a valid claim for payment until the debt is incurred. The buyer will sign and date on the "recommend approval" line with his name printed below his signature.
"Lienholders" block; lower right corner. Any mortgagee, county treasurer or other lienholder will sign in order to indicate their approval of payment to be made as shown in the payee block. This is not required when the mortgagee has issued a payoff letter or an official tax statement has been issued by the county treasurer. The first line will cite the mortgagee institution's name and the second line will be used for the signature by the authorized officer. Print the officer's name below his signature. Remember that a mortgagee claiming a release fee will sign as a claimant, not lienholder.

**Backside of claim voucher.** Print the land/improvement and damage breakout at the bottom of the page on all parcels.

Check delivery instructions should include the names, addresses and telephone numbers of the parties to be contacted and what actions should be taken at the closing. If you are requesting a mortgage release be obtained, real estate taxes paid, or paying a service fee, you must be very specific, citing the account number and recording numbers of the mortgage to be released or the tax parcel key numbers to be paid. If an owner has refused to sign a deed before receiving payment and cannot be dissuaded (see 8.6, receipt of instrument), you will explain that a check cannot be processed by the Auditor without a signed deed as proof of debt due. He may sign the deed and hold the original until closing while a copy (clearly marked "copy") can be submitted with the claim voucher. The delivery instructions would then specify that the original deed be obtained.

**2. Multiple payees with a common payee on both checks.** If you want to make the same person a payee on two separate checks, such as a check to the owner and a second check to the owner and his mortgagee or county treasurer, **you must use two separate claim vouchers. Do not use the attachment.** Follow the standard voucher format for each check.

**3. Claim Voucher Attachment.** If you have multiple payees who are not husband and wife or their mortgagee or county treasurer, you must use the attachment. Write "see attachment" in the payee block of the voucher, total the amounts of the checks on the attachment and enter this amount in the “gross amount” line of the voucher.

Attachment form- purpose of payment section, upper left corner. Enter the total voucher amount for land/improvement and damage breakout figures here instead of on the back of the voucher. Complete the project/parcel/code information in the upper right corner. Check the appropriate box for check delivery and specify the instructions for check delivery, if applicable. "SSN or FID"- enter the social security number or federal ID number in the same method as used on the claim voucher. Check the box to indicate a W-9 was obtained. Enter the payee name and address in the PAYEE block in the same method as used on the claim voucher. Have the owners initial to indicate their agreement to the amounts of the checks. Determine the land/improvement and damage breakout for the amount of each check and enter the amounts. Sign, date and print your name beneath your signature. Place the attachment behind the claim voucher in the parcel assembly.

**8.5 W-9**

Request for Taxpayer Identification. A signed and completed W-9 must be submitted for each check to be issued. As noted under claim voucher preparation, the first payee named on the voucher must sign a W-9 and release his Social Security number/federal ID number. You will
specify either, "ADD", "CHANGE", or "DELETE" in red ink in the upper left corner, "Location: 500" and "Function: 35" in red ink in the upper right corner, and “REAL ESTATE” in the upper center area. Place the original and 2 copies in the parcel (see enclosure #51). To ensure security of these numbers, all W-9s submitted will be done by direct mail, personal delivery, or e-mail. Faxing a W-9 to INDOT is not permitted.

8.6 Receipt of Conveyance Instrument

A Receipt of Conveyance Instrument (see enclosure #52) will be prepared in duplicate, giving the original to the owner and placing the copy in the parcel. If the owner objects to signing a deed prior to receiving payment, you should explain that the receipt is his proof of monies due him and that he will still own and use the property until payment is made and the deed recorded. The owner may initial this form to show receipt of a copy.

8.7 Real Estate Tax Memo

You should contact the county treasurer and verify that the real estate taxes are current - year-to-date for partial takings and paid for the entire year on total takings - prior to your appointment to sign the deed (see Chapter 2.26, real estate taxes). Enclosure #53 is a tax memo for acquisitions which occur after the tax statements are issued in March. Enclosure #54 is the tax memo to be used during the interim period before tax statements are issued. Complete the appropriate tax memo and give the original to the owner and place a copy in the parcel. The owner may initial this form to show receipt of a copy.

8.8 Affidavits

See Chapter 2 for when affidavit paragraphs may be required in conveyance instruments.

8.9 Right of Entry

Rights of Entry (enclosure #58) are used to obtain immediate possession of a property due to delays in the negotiations or the need for emergency repairs to a road or bridge. They are not valid for takings with buildings or other structures such as signs in the take. The Right of Entry can be altered and special arrangements made with the owner to relocate the improvement in advance of accepting the offer with the prior approval of the Buying Section Manager. It would be highly unlikely that such arrangements could be made for a building. Furthermore, the need to provide relocation benefits and asbestos inspections prior to demolition negate any time savings provided by a Right of Entry. The Right of Entry will provide INDOT with access to the property, as of the date specified on the document, for purposes of construction as though the acquisition had been completed. The consideration in this agreement is that INDOT will temporarily forego filing an eminent domain suit while attempting to resolve certain issues. Neither party waives any rights either to refuse the offer, whether it has been made yet or not, or to pursue the taking and just compensation through eminent domain proceedings. The Right of Entry will be treated as a conveyance instrument, to be signed by all appropriate parties of interest and their authorities to convey documented by the appropriate affidavit. Provide the owner with a copy of the signed document. Submit the signed original Right of Entry and one (1) copy to the Buying Section clerk to be distributed to the Records Section and the appropriate INDOT District office. Place one (1) copy in the parcel.
8.10 Authorization to Enter Private Property for Purposes of Drive/Sidewalk/Sewer Construction

The Authorization to Enter Private Property for Purposes of Drive/Sidewalk/Sewer Construction (enclosure #59) is a simple form of right of entry to be used for temporary easements only, when a plan change occurs after the parcel is secured, or when the owner requests a plan change and it is undesirable to add a temporary easement. A set of Plan Station Numbers will identify the easement area. The buyer will follow the same procedures for signing, documenting the authority to convey and distribution of copies as are described under Right of Entry 8.9.

8.11 Donations

When an owner desires to convey property without compensation, he will sign a Donation Agreement (with or without offer, as appropriate, enclosures #60 and #61) in conjunction with the deed. This document will waive the owner’s right to an appraisal and compensation. If the owner requests an appraisal and offer for income tax deduction purposes you will return the parcel to the Appraisal Section.

The owner will be cited and sign the same as on the deed. The Donation Agreement will replace an acceptance of offer in the parcel assembly. The owner will not sign a claim voucher or W-9 since no payment will be made. However, a claim voucher for $0 will be placed in the parcel file in order to provide the Office of Real Estate Manager and Attorney General's Office a place to sign, approving the transfer.

8.12 Retention Agreement (Major retentions)

When the owner has determined that he will retain a major improvement, you will request a formal retention letter from the Property Management Unit. Place the formal letter in the parcel. Prepare the original retention agreement and two (2) copies for the owner to sign (see enclosure #62). Give one (1) signed copy to the owner and place one (1) signed copy in the parcel. Take the original agreement and the bond to property management. They will give you a receipt for the bond, to be placed in the parcel along with a copy of the bond.

Calculating a New Land/Improvement & Damage Breakout

You will subtract the retention value of the building/structure from the appraised value and convert the remainder to damages. Enter these revised Land/Improvement and Damage breakout on the deed. Example: A house is appraised at $63,000 (no land, building value only) and you obtain a retention value of $6,000. The total offer is for $111,000 and contains $32,000 in land and $16,000 in damages.

\[
\begin{align*}
$63,000 & \text{ appraised value} \\
-$6,000 & \text{ retention value} \\
=-$57,000 & \text{ convert to damages} \\
+$16,000 & \text{ appraised damages} \\
=$73,000 & \text{ new total damages} \\
+$32,000 & \text{ appraised land value} \\
=105,000 & \text{ new total value}
\end{align*}
\]

See Chapter 5.5 for policies and procedures.
8.13 Retention of Fixtures (Minor retentions)

Complete the Retentions of Fixtures and Parts form (enclosure #63) in duplicate, providing the owner a signed copy. You will note on the form when the retentions are to be removed. See Chapter 5.5 for procedures. Give one copy to the owner and place the original in the parcel.

8.14 Notice of Items to be Treated as Personal Property

This form (enclosure #64) will be completed in triplicate when items, major or minor, are retained. Place one copy in the parcel and submit two copies to the section clerk for distribution to the Relocation and Property Management units. Describe the items and specify the number of items retained.

8.15 Conveyance Agreement

This document (enclosure #65), similar to the donation agreement, is used to waive an owner's right to an appraisal when acquiring Access Rights only; no land conveyed. However, the Conveyance Agreement does not waive compensation.

INDOT occasionally will acquire access rights, without any land being acquired, in order to establish an access control line on multi-lane highways. Access rights are the rights of ingress and egress. An access control line will restrict the rights of ingress/egress to specific, approved drive locations in order to improve the safety of the multi-lane design. While INDOT has statutory authority to control access by issuing drive permits, a warranty deed conveying access rights will create a covenant on the property which, if violated with an un-permitted drive, will create a title cloud at such time as the property is sold. This method of self-policing helps to limit the number of illegal drives constructed without permits. The covenant remains in effect for successors in title.

INDOT will review the parcel to determine whether any damage to the property will result from restricted access. If it is determined not to create a damage, the parcel will be sent to the Buying Section without an appraisal. The project supervisor will prepare a market estimate of $150.00 based on the INDOT Appraisal manual minimum offer guidelines. The buyer will contact the owner, making a written offer to purchase of $150.00 and a verbal administrative offer to settle for a total of $500. The $500 is an arbitrary amount not based on an appraisal and represents a consideration for the imposition the buying process causes the owner. It does not indicate any opinion of value of the rights to be acquired. If the offer is refused the parcel will be condemned for $150.

If the owner accepts the verbal $500 offer, he will sign a Conveyance Agreement in conjunction with a warranty deed, acceptance, voucher, W-9 and any necessary affidavits. The buyer will also clear liens on the title in the same manner as for land acquisitions. The Conveyance Agreement will be placed behind the deed in the parcel assembly. The agreement will cite the owner in the same manner as used on the deed.
8.16 Mortgage Release

See Chapter 2.25 for mortgage release procedures.

8.17 Purchase of Mobile Homes

INDOT will occasionally purchase a mobile home which is either immovable or un relocatable. Immovable means that the structure physically cannot be moved. Un relocatable means that another site for the mobile home cannot be found or that the mobile home will not be accepted in another park due to its age or size. You will make the owner an offer in the same manner as a purchase of real property. You will obtain a quitclaim deed to release the interest of the leasehold. A month-to-month tenant's interest will not be released but terminated through a one month notice.

An immovable mobile home will be considered a land improvement to the real property. If the mobile home and the land are owned separately, separate parcels and offers will be made to each owner. If the mobile home owner rejects the offer the parcel will be condemned.

However, in the case of un relocatable mobile homes, INDOT has no legal recourse to force the sale of personal property under eminent domain laws. You should inform the owner that if the offer is not accepted, INDOT is obligated to provide relocation benefits for moving it. The owner may also be eligible for a replacement housing purchase payment under the relocation program for the purchase of a replacement site. The owner may submit a private appraisal just as he would if the purchase involved land. If no agreement on value can be reached, inform the owner the offer will be withdrawn, void it and place it in the parcel.

If the owner accepts the offer, he will sign and you will notarize the mobile home title and an "Indiana Department of Revenue Certificate of Gross Retail or Use Tax EXEMPTION for the Purchase of Motor Vehicle or Watercraft" (enclosure #66). INDOT is a tax exempt agency and no gross retail tax is due on the sale. The amount of the offer for the mobile home, separate from any land improvements such as a well, is the "amount subject to tax". Enter INDOT's tax exempt number (#005530822-0019) on the "Amount of tax collected" line. The Property Management Section will complete the "Exemption claimed" section. Place the mobile home title and certificate in the parcel in place of a deed. See Chapter 2.27 for information regarding personal property taxes on mobile homes.

8.18 Sales Disclosure Form

The Buyer must complete a Sales Disclosure Form for each parcel. A printed copy of the completed SDF from the State of Indiana SDF web site must be in the parcel. The code and parcel number must be printed in the top right hand corner of each page. If page #2 is hand generated, the SDF number must be placed in the box at the top of the page. Attach a copy of the conveyance document with legal description and land plat. If the acquisition is not contiguous property or has multiple tax ID numbers, you need 2 SDFs.
CHAPTER NINE

CONDEMNATION

9.1 Administrative Settlement

When normal negotiations reach an impasse, in some cases a negotiated settlement may be indicated. The owner may indicate that he will sell for a certain amount above the fair market value established by the state review appraiser. He may point out certain evidence that he believes justifies and supports his request for the increase. If the buyer feels that a condemnation suit can be avoided and the request for increase is in the best interest of the state to settle for the higher figure, due to the evidence presented or past experiences of higher awards from local county courts, the buyer should compile all the information in his Buyer's Report which should be turned into the Buying Section Manager. The buyer will cite the amount for which the owner will settle, and document his reasons for recommending an administrative settlement. It is the buyer's responsibility to thoroughly review the acquisition and offer to determine whether our appraised value is accurate, fair and reasonable. Are the mathematics correct? Are the comparable sales and adjustments reasonable? Did the owner pay a higher unit value than we are offering? Has he explained his calculations and do you understand where the specific differences lie between our offer and his opinion of value? Is there a reasonable alternative to the appraiser's approach to the problem?

Should the Buying Section Manager concur with the buyer that an administrative settlement is in the best interest of the state, the buyer will prepare an Administrative Settlement Memo (enclosure #67) citing the reasons for the settlement. Submit the memo for approval to the Buying Section Manager. If approved, the Buying Section Manager will initial the memo and transmit his recommendation to the Acquisition Section Manager, who will review for approval and forward to the Real Estate Division Director, who must give full consideration to all pertinent information. This includes all available appraisals, including owner's appraisal; the approved estimate of just compensation; recent court awards for similar type properties; the buyer's recorded information; the range of probable testimony as to fair market value should condemnation be filed; the estimate of trial costs considered in conjunction with other information and the opinion of legal counsel when appropriate. If the Real Estate Division Director approves the administrative settlement he will place his signature on the memo of Recommendation for Administrative Settlement and return it to the Buying Section. When the owner has accepted the offer and the conveyance instruments have been signed and completed, the original memo will become part of the parcel file.

The buyer will verbally offer the settlement amount to the owner, or via a Buyer’s report. A new Uniform Offer is made only on the basis of an appraisal and is never prepared when making an administrative settlement. The amount of the increase will be applied to the appropriate category on the deed breakout, either land/improvements or damages, depending upon what the owner's claim for increase was. If the administrative settlement affects the value of land and/or improvements, and the parcel has relocation involved, the buyer must provide a copy of the administrative settlement to the assigned relocation agent. The Buyer should make the owner aware that an administrative settlement might cause a revision in the amount of relocation benefits due to the owner. In instances where the administrative settlement is refused, the owner shall be notified that the administrative offer is withdrawn and the parcel will be condemned on the original offer approved by the State Review Appraiser.

A “Global Settlement” is typically one which involves relocation. Some owner attorneys attempt to make a counter offer based on including relocation benefits. Global Settlements are not legal, and are not to be discussed with owners. Any relocation issues are to be handled with the assigned relocation agent.
9.2 Condemnation Report

BE TIMELY. Once you have determined that the differences with the owner’s value are too great to be addressed, you will begin the condemnation process. The condemnation process can be quite time consuming and should begin at the earliest feasible date. This is not to say that you should rush the parcel to condemnation. Lengthy negotiations which are not addressing legitimate problems and result in a condemnation are certain to delay a contract letting. Do not make plan changes, except for legitimate corrections, unless the owner specifically agrees to accept. The owner's desire for these plan changes will give you leverage. If the owner's appraisal is long overdue, explain that you must proceed with the acquisition process in order to maintain the construction schedule; however, he may submit the appraisal whenever it becomes ready. If the subject property is bare land only, ask for a Right of Entry in exchange for delaying the condemnation. Once a condemnation is certain, the parties of interest will be notified, the report prepared and the parcel submitted within one week.

BE REASONABLE. If there are unavoidable delays, such as death, illness or divorce in a family, a pending legal action or sale, review the issue with the owner to allow as much time as possible to resolve their problems without jeopardizing our schedule. Conversely, you will also need to make the owner aware that his requests may not be reasonable. If an owner of a farm field wants a commercial drive, you need to make him aware of not only why we won't build it but that a court will not be addressing the design except to the extent of its impact on the value of the property. Thus, if he thinks that going to court will allow him to redesign the project to his satisfaction, he is incorrect.

BE COURTEOUS. You should explain that the difference of opinions is too great to be resolved. While you respect his opinion, you cannot justify the additional cost to the taxpayer. You understand that he must protect his interests and that the court proceedings may be his best chance to get the amount he feels is fair. Remember, you may be back to secure this parcel if a settlement is reached at a later date.

You will contact all parties of interest to inform them of the proposed suit. Parties to be contacted will include all ownership interests, lessees, easement holders which will require a release, farm tenants, renters, mortgagees, and attorneys.

The condemnation report (enclosure #68) is prepared by the buyer, as the person most knowledgeable of the issues. Complete questions #1-#5, names and addresses, citing the owners exactly as they hold title and were cited in the offer letter. Do not use a P.O. Box as a legal address. If the owners address is a Rural Route number and box, provide directions to the house. The notice of suit will be personally delivered by the county sheriff and must be able to locate the address. Cite the name of the officer of the mortgagee whom you notified.

Answers to questions #6-#27 should be detailed, accurate and insightful. Your answers will reveal your knowledge of the appraisal, the design, the owner’s position and the amount of effort you have invested. Having viewed the site and worked in the area, you are aware of information that the deputy attorney general will not have. You should include your knowledge of the uses and conditions of the surrounding properties (both positive and negative), planned developments in the area, effects of the project on the residue (both positive and negative), and any comments the owner has made which support or contradict his position. It is not acceptable to simply state that the owner did not say what he wanted. It is your responsibility to ask.

9.3 Condemnation

Before the buyer submits the condemned parcel to the Buying Section Supervisor for review, he must once again bring the title up to date by utilizing the “Supplemental Title and Encumbrance Report” form. After the parcel is reviewed for SNET and regulations compliance by the Buying Section Supervisor, it is then routed to the Acquisition Section. The Condemnation Agent then performs another review of the parcel and may send, at his discretion, a 10-day Letter (enclosure #69) to the landowner as a final attempt to reach a settlement before forwarding the case to the Office of the Attorney General.
If it is determined that the condemnation must proceed, the Condemnation Agent then prepares the service order certifying, to the Attorney General, the need to acquire the desired interest in this particular parcel of land through the powers of eminent domain (enclosure #70).

The Condemnation Agent then forwards the parcel to the Acquisition Section Manager for signature on the service order. Once the service order is signed, the parcel is then forwarded to the Property Management Section who notes:

1. The condemnation status of the parcel;
2. All (if any) structures in the right-of-way to be acquired; and
3. All (if any) cost to cure items in the right-of-way to be acquired.

The Property Management Section then forwards the parcel to the Acquisition Section/Condemnation Agent who gives it one final check before sending it to the Attorney General's Office.

The deputy attorney general assigned to the case must first determine that all parties of interest in the property to be appropriated have been identified and given a good faith offer.

The deputy files a complaint to appropriate the interest needed in the county in which the property is located. Said complaint includes all parties of interest plus the county auditor and county treasurer as defendants.

The county serves all defendants with notice of the complaint having been filed.

Having been served, all defendants have the opportunity to appear and object to the appropriation; however, appearance is not mandatory unless the defendant is a corporation.

No objections having been filed, or filed objections having been satisfied, the deputy may then petition the court to enter an order of appropriation. The order of appropriation certifies that this acquisition is in the public interest and may proceed under the eminent domain statutes.

The court now appoints three appraisers, qualifying under IC 32-24-3-2 as follows:

1) One disinterested resident freeholder of the county where the property is located; and
2) Two disinterested appraisers licensed under IC 25-34.1; who are residents of Indiana to appraise the value of the property. One (1) of the licensed appraisers appointed under this subsection must reside not more than fifty (50) miles from the land or building.

The court-appointed appraisers report one sum which the court enters as the court award. Both the plaintiff and defendant may file an exception to the court award.

If the state desires to take possession of the interest sought, it may deposit the court award with the clerk of the court, at which time the state may take immediate possession of interest sought.

If neither party files exception to the court award, that amount will stand as final judgment.

If either party files exception to the court award then further adjudication, i.e., settlement, mediation, jury trial, etc., will be necessary to arrive at a final judgment.
CHAPTER 10

RELOCATION

State and federal laws provide for relocation assistance payments to be made to eligible persons who are displaced by eminent domain acquisitions for public projects. The Relocation Section of the Real Estate Division administers the relocation payment program for INDOT. Their activities will coincide with the Buyers during the acquisition.

Relocation payments are made to eligible parties for moving personal property which is in the right-of-way, to assist an owner or tenant in purchasing or renting a replacement dwelling, to reimburse the cost of an increase in the interest rate of a new mortgage and reimbursement of certain costs involved in business moves. The relocation agent will determine the displaced party's eligibility for these payments, document the appropriate expenses and process the payment.

While a minimal understanding of the nature of the program is necessary, the buyer should never try to explain the relocation program or determine the person's eligibility. The buyer's responsibility is only to inform the owner that benefits may be available through the relocation program. The owner will be most anxious to know complete information at the time you make the offer and will press you for details regarding the program and his eligibility. You must refrain from making any statements and request his patience in waiting for the relocation agent to establish his benefits. A poorly worded or misunderstood explanation might cause an owner to inadvertently relinquish his eligibility. This scenario has occurred and the owner invariably blames the buyer for misleading him.

If the acquisition will displace a business or persons from a residence, if personal property must be removed from the proposed right of way, or if the acquisition changes the highest and best use of the property, the buyer will complete a Daily Notice to Relocation (see chapter 4.9 and enclosure #24) immediately upon making the offer and submit it to the Relocation Section. This form will initiate action to be taken by the Relocation Unit.

It is the policy of the Buying Section to allow an owner/occupant to receive his relocation entitlement letter, which specifies the amount of replacement housing payment which he may receive, before asking for decision on accepting the offer. This provides the owner with the knowledge of the total amount of money available to him for the purchase of another home, prior to entering into a contract to sell his existing home. This policy applies only to displaced residential owner/occupants and not to businesses or owners who merely have to move personal property out of the right-of-way.
CHAPTER 11

ASSEMBLY

Upon obtaining all executed instruments necessary to transfer the property and provide clear title, the parcel will be assembled and reviewed for approval to process payment. If the offer is rejected, the condemnation report will be prepared and the parcel assembled in a different manner. The buyer will assemble the parcel, either secured or condemned, as specified in the Parcel Assembly Order List (enclosure #71). The buyer will prepare a Status Report (enclosure #72) and place it in the parcel file. The status report serves to notify the Property Management Unit of cost to cure items, retentions, excess land and land improvements requiring demolition. It also will provide any future reader of the file with a synopsis of the taking.

You will review the assembled parcel to verify that you have obtained signatures from all the ownership interests, that clear title is being conveyed, that all of the owners' concerns were addressed, that all issues requiring coordination with other divisions have been resolved (special contract provisions or plan changes), and that all arrangements for payment have been finalized. Submit the parcel to your supervisor for review. The supervisor will review the parcel and complete a parcel evaluation sheet (enclosure #73) reflecting the quality of your product.

11.1 Payment procedures

If the supervisor approves the parcel it will be submitted to INDOT’s Legal Section for approval of legal format, clear title and payment. If approved by Legal, the parcel will be sent to the Administrative Section for internal review, and will assign invoice numbers to the voucher and identify what accounts the money is to be paid from. The Real Estate Division Director then signs the voucher approving payment and forwards the parcel back to the Administrative Section, who submits the voucher and deed to the Accounting and Control Division which monitors the project budget. Accounting and Control then forwards the voucher and deed to the Auditors Office for a check to be issued. Once the check is issued it is returned to Property Management which arranges delivery per your instructions on the voucher. The Administrative Section forwards the parcel to the Property Management Section who records any building retentions or purchases of excess land, and arranges for delivery of the check(s).

11.2 Special processing of checks

As is evident, the payment process is quite lengthy and you should not inform a property owner that payment will be made in less than the standard 90-day period. If a hardship exists or circumstances determine that expeditious payment will benefit INDOT, you should review the merits of special processing with the Buying Section Manager.
11.3 Waivers and Memos

Waivers of release of interest and memos to the parcel will be prepared by the buyer, with prior approval of the Buying Section Manager. Waivers and memos will be placed in the front of the parcel to explain special circumstances to the reviewer and all parties involved in processing the parcel. A generic format guide for administrative settlement memos (enclosure #67) will be tailored by the buyer to address the specific circumstances of the parcel. The same procedures will apply to memos of environmental recommendations (see Chapter 7, enclosure #41), waivers of partial mortgage release (see Chapter 2, enclosure #22) and waivers of real estate tax, judgment, UCC filing, etc. (see Chapter 2, enclosure #23).
CHAPTER 12

POLICY, PROCEDURES, AND REGULATIONS

There are laws, regulations and policies too numerous to mention which govern INDOT's actions. Federal Regulations, Title 23 CFR Part 710 (Federal Highway Administration Right-of-Way and Real Estate); and Title 49 CFR Part 24 (Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs) govern INDOT’s acquisitions. This chapter will cite some of the more common authorities and procedures which may be questioned or challenged by property owners. The Buying Section's policies have been established in the previous chapters. Other questions regarding design standards and construction practices will require you to seek advice from the appropriate source; i.e. the Project Management Section, the design consultant, the District construction engineer, the Project Manager or the INDOT Standard Specification manual.

12.1 Authorities granted INDOT under the Indiana Code

IC 8-23-7-26; the authority to enter upon private property for the purposes of surveying, investigating, boring, archeological digging, etc. with a 5 day advance written notice.

IC 8-23-7-28; provides for compensation for damages caused by entry onto the property under IC 8-23-7-26. If an owner complains of damage caused by survey crews, which will not be compensated in the offer to purchase, you should refer him to the district development engineer. If a damage claim is not satisfactorily resolved the owner has the right to sue for damages in the county circuit court.

IC 8-23-7-13,14,15 & 16; sale of excess property. These sections establish the procedures for disposing of excess land. 1. The land must be declared excess, which will not occur until the project is completed. 2. INDOT will offer the land to the owner of the property from which the land was separated at the appraised fair market value. If the acquisition was a total taking and thus no residual owner, the land may be sold to the public at fair market value of less than $4,000. 3. If the land is valued at more than $4,000 it must be offered to the public through advertisement and sold to the highest bidder.

Land improvements which are not retained by the owner may be auctioned by INDOT. If they do not merit an auction, or time will not allow for an auction, the improvement will become the property of the demolition contractor who may sell, salvage or demolish it.

IC 8-23-5-1; authority to remove encroachments. Encroachments may be removed by INDOT after giving a 30 day written notice to the owner. The cost of removal will be billed to the owner. An exception to this is an aerial overhang which existed prior to August 12, 1963. This encroachment may be allowed to remain if INDOT determines that it poses no safety hazard.

IC 8-23-6-6; authorizes INDOT to require and issue permits for improvements to be constructed within the public right-of-way: i.e. driveway approaches, sewer pipe connections, etc. Failure to obtain a permit prior to construction is a Class C infraction. Please note that the development of a property, which includes the construction of a drive access, is the owners responsibility. INDOT will reconnect an existing drive, or construct a new drive to replace an eliminated drive or to provide access to a residue which is landlocked due to the taking. If an owner asks for a new drive you should explain that he must submit a drive permit application to the district permit engineer. Be aware that a drive may cost between $2,500 to $25,000 depending upon the size and design.
IC 8-23-7-5 & 6; an owner may not subdivide his property or erect any improvements after receiving a notice of intent to acquire (an offer letter) without first notifying INDOT of the intended use. INDOT has 90 days after receiving notice of the intended improvements in which to acquire the property or commence condemnation proceedings.

IC 8-23-7-10; INDOT will publish a list of the owners names, areas acquired and the price paid. INDOT chooses to publish the entire list of owners on a project at the completion of the acquisition phase.

INDOT Standard Specifications

107.08(e) & 611.05; the contractor will reconstruct private roads and mailboxes as soon as possible to minimize inconvenience to property owners. During construction the contractor will remove the mailbox and its stand, offering the owner the opportunity to store it. A temporary mailbox assembly secured on top of a 55 gallon drum will be installed outside of the construction area. The contractor is responsible for installing a permanent mailbox assembly, approved by the U.S. Postal Service and meeting FHWA crash test standards, of comparable size to the mailbox which was removed.

107.13; the contractor is responsible for damage or injury to property resulting from defective work or materials ...

107.14; the contractor is not allowed to enter upon private property without the permission of the owner. The contractor shall erect a temporary fence in temporary easement areas which contain livestock. The offer to purchase will compensate the owner for erecting permanent fence once the work is completed. The owner should coordinate the timing of the fence construction with the project engineer in order to assure that the area is continuously fenced.

107.16; any damages caused by the contractor outside of the right-of-way is a basis for a damage claim by the owner. The owner should contact the project engineer to file the claim.

104.04; "Temporary approaches to businesses, parking lots, residences, garages, farms, and crossings and intersections with trails, roads, and streets shall be provided in a safe condition.” You should inform the owner that while the temporary access may not be desirable (i.e. muddy or rutted), INDOT will provide him with reasonable access at all times, except during periods of actual drive construction and associated improvements such as drainage pipes. If he expresses extreme concern you should tell him to discuss his concerns with the project engineer in order to coordinate the drive construction with any critical time frame the owner has.

General standards & policies

INDOT will seed the right-of-way in areas considered to be rural or agricultural. Sod will be laid in areas considered to be residential or commercial.

Temporary easements will be restored to their original condition. If improvements in the temporary easement must be moved or replaced they will be compensated under the land acquisition offer.

While it is common knowledge that the sale of property is subject to capital gains income tax, the Buyer should refrain from giving any advice or explanation of how the sale will affect the owners' tax status. Explain that tax status is a complicated field and the owner should review the issue with the IRS or their accountant.

Indiana code (IC 25-39-4-6) requires that all abandoned wells be capped. If you purchase a property with a water well which is not shown on the plans you will locate the well and notify Design to reflect it on the plans. You will note all wells on the Status Report as a land improvement purchased in order to notify Property Management of the need for capping.

When purchasing any building or mobile home the buyer should explain to the owner that the transaction is not final until payment is received. Therefore, he should maintain his insurance until both payment is received AND he has vacated the building. Any fire or accident which would occur prior to payment would cause the property to be reappraised and the owner would need to seek reimbursement from his insurance company. Losses or liabilities which occur after payment is made but while the owner still occupies the building must be covered by his insurance.

The owner should also be advised to continue to make payments on his mortgage and real estate taxes during the interim period while a closing is pending.
12.2 INDOT Hardship Acquisition Policy

The Federal Highway Administration authorizes state highway departments to advance the acquisition of individual parcels as hardship acquisitions under the provisions of 23 CFR 710.503, provided the following conditions are met:

1.) The project is included in the currently approved State Transportation Improvement Program,
2.) The State has complied with applicable public involvement requirements, in 23 CFR parts 450 and 771,
3.) A determination has been completed for any property subject to the provisions of 23 U.S.C. 138
4.) Procedures of the Advisory Council on Historic Preservation are completed for properties subject to 16 U.S.C. 470(f) (historical properties).
5.) Written submission by the property owner documents the hardship.

Information and documentation supporting the property owner's request for hardship acquisition is based on one of the following categories:

1.) Health
   a. Debilitating illness or injury, ambulatory or other major disability or handicap of a long-term nature, where present housing facilities are inadequate or cannot be maintained by the owner, causing an undue hardship compared to others awaiting project development.
   b. Other extraordinary conditions posing a significant threat to the health, safety, and/or welfare of the owner-occupant or a member of his/her household for whom he/she is responsible.

Acceptable documentation for either health category includes a doctor's statement clearly stating the medical reason the patient should relocate.

2.) Financial
   a. Job transfer verified by employer or other source.
   b. Pending bankruptcy, mortgage foreclosure, tax sales, etc., including copies of actual documents.
   c. Any documented situation similar in impact to those stated above.

and, documents the inability to sell the property because of impending project, at fair market value, within a time period typical for similar properties not impacted by the project (a minimum of 3 months). Acceptable documentation includes the real estate listing agreement with broker's statement indicating the property is not marketable due to the impending highway project. Also accepted would be proof of the owner’s attempt to market the property themselves through local newspaper advertising (minimum of 3 advertisements).

12.3 INDOT Right-of-way Acquisition Incentive Program

RIGHT-OF-WAY INCENTIVE PROGRAM
Effective as of January 1, 2011

WHEREAS, the Indiana Department of Transportation (hereafter, INDOT) has determined that it is in the best interests of the State of Indiana to expedite the acquisition of right-of-way and subsequent relocation of persons and (personal) property by and through the use of a Right-of-Way Incentive Program, and

WHEREAS, Indiana law does not prohibit the use of a Right-of-Way Incentive Program, and

WHEREAS, the United States Department of Transportation by and through the Federal Highway Administration (FHWA) has endorsed the use of Right-of-Way Incentive Programs as an accepted practice, and has reviewed and approved of INDOT’s Right-of-Way Incentive Program for use in acquiring right-of-way and/or relocating persons and (personal) property to facilitate the construction of select INDOT Projects, and

COMES NOW, INDOT by and through this Right-of-Way Incentive Program, effective January 1, 2011, the plan and program details of which are as follows:
PROGRAM GUIDELINES:

**Purpose.**
To support, facilitate, and expedite INDOT’s overall mission to “plan, build, maintain, and operate a superior transportation system, enhancing safety, mobility and economic growth”, by and through the cost-effective acquisition of right-of-way and subsequent relocation of persons and/or (personal) property.

**Guidelines.**
1. The Right-of-Way Incentive Program shall be consistently applied to all property owners on all INDOT projects throughout the State, following a determination by INDOT as to the propriety of use for incentives on each project. Thus, INDOT shall assess the cost/benefit of using incentives on a project-by-project basis.

2. Upon determination of the incentive program’s propriety for a specific project, INDOT will prepare an incentive plan for said project. The records and details of the project-specific incentive plan shall be maintained in INDOT’s central office, and available for review by FHWA upon request.

3. The project-specific incentive plan will analyze the following items to estimate the cost-effectiveness of the incentive payments by way of a reduced right-of-way acquisition time-frame, and other benefits to the traveling public over standard right-of-way acquisition/development processes. (See Exhibit A, Cost Effectiveness Estimate).
   - Market trends to identify the annual rate of increase in property values;
   - Identify adequate available comparable replacement housing supply;
   - The rate of inflation of construction costs (based on a 5 year average of PPI);
   - The safety benefits to the traveling public resulting from the project’s early completion;
   - An otherwise eligible project may be eliminated from the program if circumstances warrant, as documented in a Cost Effectiveness Estimate.

4. INDOT may consider requests from property owners for advanced acquisition of property for at-risk, protective buy, and/or hardship acquisitions on a selected project regardless if incentive payments will be used for that project. However, under no circumstances will advanced acquisitions be eligible for incentive payments since the property owner’s request for advanced acquisition reduced the time needed to acquire the right-of-way, and said acquisition was not initiated by INDOT. The advanced acquisition will accomplish the program goal of an expedited time-frame. Thus, the expenditure of public funds for incentives on advanced acquisitions is not justified nor in the best interest of the State.

5. Upon completion of right-of-way acquisitions, INDOT will tabulate the cost of the incentives paid and compare them to the estimated costs associated with standard right-of-way acquisition/development processes. The final cost comparison will be maintained in the Right-of-Way Incentive Program File, to be reviewed by FHWA annually or upon request. (See Exhibit B, Final Cost Analysis).

**Project Eligibility Criteria.**
The minimum project eligibility criteria shall include, but not be limited to the following:
- The estimated project construction cost shall be equal to or greater than $25,000,000, OR
- The project is considered critical to public safety, OR
- The project involves emergency repairs to an INDOT facility, property, or other infrastructure. (Emergency repairs being defined as an emergency declaration by the Governor’s office.), OR
- Other project related criteria, evidence, or circumstances deemed integral to the state’s interest.

Upon review of the criteria, INDOT will determine whether the use of incentive payments will expedite the project delivery schedule, resulting in significant cost savings and/or improved public safety. The plan will be reviewed for effectiveness each year for the first two years following authorization and as warranted thereafter.
Individual projects that are subparts of a larger project, such as bridges within a major road project, will be included in the program and the cost review despite having separate project numbers assigned.

**Acquisition Incentive Plan.**

**30-day Acceptance Period:**
The Acquisition Incentive is designed and intended to provide motivation to the property owner to sign and accept the offer to purchase, and all conveyance documents, within 30 calendar days of receiving the offer. The property owner must sign the Acquisition Incentive Agreement (See Exhibit C Attached) within the 30-day acceptance period for the offer to purchase to be eligible for the incentive payment. Upon expiration of the 30-day acceptance period, the acquisition incentive shall be withdrawn and no longer payable to the property owner. Properties with multiple owners whom may receive offers to purchase on different dates shall be afforded the benefit of having the 30-day period begin as of the last date that all owners receive the offer to purchase. The 30-day Acceptance Period shall commence the same day of receipt by the property owner of the offer to purchase, and conclude at 11:59PM on the 30th calendar day thereafter. If the 30-day acceptance period expires on a weekend (Saturday-Sunday) or legally recognized holiday, the next business day (Monday-Friday), shall be considered the 30th and final day of the acceptance period.

**Extension of 30-day Acceptance Period – Extraordinary Circumstances:**
Only in cases involving extraordinary circumstances, may INDOT’s Director of Real Estate, in his/her sole and absolute discretion, grant a maximum of one, 15-day extension to the 30-day acceptance period. A property owner’s failure to sign and accept or respond to the offer to purchase, within the 30-day acceptance period, shall not be considered extraordinary circumstances without regard for other factors beyond the control of the property owner (i.e., death, injury, illness, military duty, etc.).

**Modification of 30-day Acceptance Period – Errors or Delays by INDOT:**
A property owner may be entitled to a re-start or other modification of the 30-day acceptance period where: (1) documents, provided by INDOT, contain errors or omissions of material facts, or (2) delays by INDOT in responding to a property owner during the 30-day acceptance period. Such a decision to re-start or otherwise modify the 30-day acceptance period shall be at the sole and absolute discretion of INDOT’s Director of Real Estate.

**Administrative Settlement:**
The incentive payment is separate from the offer to purchase and the administrative settlement, and does not preclude the use of an administrative settlement. However, if an administrative settlement is used, it too must be signed and accepted by the property owner within the 30-day acceptance period, unless the 30-day acceptance period expires while INDOT is reviewing the merits of an owner’s counter-offer/administrative settlement proposal. In such an instance, the property owner will be afforded the same number of additional days to review and respond to any administrative settlement proposal by INDOT, as were used by INDOT in reviewing and preparing the administrative settlement, and still remain eligible for the acquisition incentive payment. Failure to accept the terms of the administrative settlement upon expiration of the additional days granted will result in the acquisition incentive being withdrawn and no longer payable to the property owner.

**Right of Entry Agreement:**
The property owner must sign a Right of Entry Agreement in cases involving bare land that are encumbered by a mortgage or other lien. The purpose of the incentive payment is to reduce the time needed in which to acquire/possess the property. Thus, the incentive payment has no value to INDOT if acquisition/possession is delayed awaiting a mortgage/lien release for the property to be vacated.

**Relocation Incentive Agreement:**
If applicable, the property owner must sign and accept the Relocation Incentive Agreement and comply with the terms thereof in order to receive the acquisition incentive payment. Receipt of an acquisition incentive payment does not affect a property owner’s entitlement to relocation benefits. Incentive payments related to the acquisition of tenant-owned improvements or cost to cure items of tenant-owned improvements will be shared in proportion to the amount of the offer to purchase between the property owner and the tenant.

**Presentation and Receipt of Documents:**
INDOT will present the Acquisition Incentive Agreement to the property owner (see Attachment C, INDOT Acquisition Incentive Agreement) simultaneous with the offer to purchase. All conveyance documents, payment vouchers, and other necessary forms must be signed within the 30-day acceptance period. If these documents are returned to INDOT by U.S. mail or other postal delivery service, the envelope must be post marked within the same 30-day period.

Content of Acquisition Incentive Agreement:
The Acceptance section of the Acquisition Incentive Agreement shall include an “assurance of no coercive action” clause, above the signature block, which states that the owner recognizes his right to review the offer for 30 days and waives this right, that the offer was accepted of the owner’s free will and that no coercive actions were taken by INDOT or its representatives. Any revision or amendments to the appraisal and/or statement of just compensation amounts shall be reflected in the calculation of the acquisition incentive payment.

Acquisition Incentive Payment Amounts:
The Acquisition Incentive Payment for fee acquisitions shall be an amount equal to ten percent (10%) of the offer to purchase. The minimum payment shall be $500.00, and the maximum payment shall be $50,000.00.

The Acquisition Incentive Payment for temporary acquisitions (i.e., easements) shall be an amount equal to ten percent (10%) of the offer to purchase said interest. The minimum payment shall be $500.00, and the maximum payment shall be $5,000.00.

The use of an administrative settlement will have no influence in the calculation of the amount of the acquisition incentive payment.

Timing of Payment to Property Owners:
The Acquisition Incentive Payment will be made after all terms of the Acquisition Incentive Agreement are satisfied, including compliance with the Relocation Incentive Agreement, if applicable, AND in no case sooner than receipt of payment for the offer to purchase, but not later than sixty (60) days thereafter.

Relocation Incentive Plan.
30-day Acceptance Period/90-day Notice To Vacate:
The Relocation Incentive is designed and intended to provide motivation to the property owner to sign and accept the offer to purchase, and all conveyance documents within 30 calendar days of receiving the offer, AND vacate and remove personal property items from the property prior to expiration of the 90-day Notice to Vacate. The property owner must sign the Relocation Incentive Agreement (See Exhibit D Attached) within the 30-day acceptance period to be eligible for the maximum incentive payment.

The Relocation Incentive consists of the following: (1) Displacee and personal property, or (2) Personal Property only. Upon expiration of the 30-day acceptance period, the relocation incentive shall be reduced in accordance with the following schedules, and no longer payable to the property owner after 80 days.

<table>
<thead>
<tr>
<th>Displacee Payment Schedule:</th>
<th>Personal Property Payment Schedule:</th>
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</thead>
<tbody>
<tr>
<td>Term:</td>
<td>Factor:</td>
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<tr>
<td>30 days</td>
<td>100%</td>
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<tr>
<td>31-60 days</td>
<td>60%</td>
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<tr>
<td>61-80 days</td>
<td>20%</td>
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<tr>
<td>≥81 days</td>
<td>0%</td>
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<tr>
<td>Term:</td>
<td>Factor:</td>
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<td>≤30 days</td>
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<td>31-60 days</td>
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<tr>
<td>61-80 days</td>
<td>20%</td>
</tr>
<tr>
<td>≥81 days</td>
<td>0%</td>
</tr>
</tbody>
</table>

Properties with multiple owners whom may receive offers to purchase on different dates shall be afforded the benefit of having the 30-day period begin as of the last date that all owners receive the offer to purchase. The 30-day Acceptance Period shall commence the same day of receipt by the property owner of the offer to purchase, and conclude at 11:59PM on the 30th calendar day thereafter. Each subsequent day thereafter shall be counted as
calendar days. However, if the 30th, 60th, or 80th day occurs on a weekend (Saturday-Sunday) or legally recognized holiday, the next business day (Monday-Friday), shall be considered the 30th, 60th, or 80th and final day upon which any relocation incentive can and will be paid to a property owner. The 30th, 60th, or 80th day shall conclude at 11:59PM on that day.

Extension of 30-day Acceptance Period – Extraordinary Circumstances:
Only in cases involving extraordinary circumstances, may INDOT’s Director of Real Estate, in his/her sole and absolute discretion, grant a maximum of one, 15-day extension to the 30-day acceptance period. A property owner’s failure to sign and accept or respond to the offer to purchase, within the 30-day acceptance period, shall not be considered extraordinary circumstances without regard for other factors beyond the control of the property owner (i.e., death, injury, illness, military duty, etc.).

Modification of 30-day Acceptance Period – Errors or Delays by INDOT:
A property owner may be entitled to a re-start or other modification of the 30-day acceptance period where: (1) documents, provided by INDOT, contain errors or omissions of material facts, or (2) delays by INDOT in responding to a property owner during the 30-day acceptance period. Such a decision to re-start or otherwise modify the 30-day acceptance period shall be at the sole and absolute discretion of INDOT’s Director of Real Estate.

Administrative Settlement:
The incentive payment is separate from the offer to purchase and the administrative settlement, and does not preclude the use of an administrative settlement. However, if an administrative settlement is used, it too must be signed and accepted by the property owner within the 30-day acceptance period, unless the 30-day acceptance period expires while INDOT is reviewing the merits of the owner’s counter-offer/administrative settlement proposal. In such an instance, the property owner will be afforded the same number of additional days to review and respond to any administrative settlement proposal by INDOT, as were used by INDOT in reviewing and preparing the administrative settlement, and still remain eligible for the relocation incentive payment. Failure to accept the terms of the administrative settlement upon expiration of the additional days granted will result in the relocation incentive being withdrawn and no longer payable to the property owner.

Property Inspection/Comparable Replacement Properties:
The relocation agent will accompany the appraiser to inspect the property in order to inventory the personal property items to be moved and obtain a moving cost estimate. The relocation agent will identify the comparable replacement properties during the appraisal stage and have the replacement housing benefit information available at the time the offer to purchase is presented. The Relocation Incentive Agreement will be presented simultaneous with the offer to purchase.

Acquisition Incentive Agreement:
The property owner must sign and accept the Acquisition Incentive Agreement and comply with the terms thereof in order to receive the relocation incentive payment. Receipt of a relocation incentive payment does not affect a property owner’s entitlement to relocation benefits. Incentive payments related to the acquisition of tenant-owned improvements or cost to cure items of tenant-owned improvements will be shared in proportion to the amount of the offer to purchase between the property owner and the tenant.

Presentation and Receipt of Documents:
INDOT will present the Relocation Incentive Agreement to the property owner (see Attachment C, INDOT Relocation Incentive Agreement) simultaneous with the offer to purchase. All conveyance documents, payment vouchers, and other necessary forms must be signed within the 30-day acceptance period. If these documents are returned to INDOT by U.S. mail or other postal delivery service, the envelope must be post marked within the same 30-day period.

Content of Acquisition Incentive Agreement:
The Acceptance section of the Relocation Incentive Agreement shall include an “assurance of no coercive action” clause, above the signature block, which states that the owner recognizes his right to review the offer for 30 days and waives this right, that the offer was accepted of the owner’s free will and that no coercive actions were taken by INDOT or its representatives. Any revision or amendments to the appraisal and/or statement of just compensation amounts shall be reflected in the calculation of the acquisition incentive payment.
Relocation Incentive Payments.

Residential Displacees:
The Relocation Incentive Payment for Displacees shall be an amount equal to ten percent (10%) of the approved actual moving cost estimate or scheduled moving cost or any combination of both. The minimum payment shall be $5,000.00, and the maximum payment shall be $50,000.00, applicable to moves ≤30 days; $2,000.00 min. payment for moves of 31-60 days; $1,000.00 min. payment for moves of 61-80 days; and zero min. payment for moves of ≥81 days.

Personal Property:
The Relocation Incentive Payment for Personal Property only shall be an amount equal to ten percent (10%) of the approved actual moving cost estimate or scheduled moving cost or any combination of both. The minimum payment shall be $1,000.00, and the maximum payment shall be $50,000.00, applicable to moves ≤30 days; $600.00 min. payment for moves of 31-60 days; $200.00 min. payment for moves of 61-80 days; and zero min. payment for moves of ≥81 days.

Non-Residential Property:
Property owners and/or tenants of a Non-Residential Property (i.e., commercial, apartment, church, etc.) are eligible for one (1) Relocation Incentive Payment representing a sum equal to ten (10%) percent of the approved actual moving cost estimate or self move estimate or combination of both. The minimum payment shall be $5,000.00 and the maximum payment shall be $50,000.00, applicable to moves ≤30 days; $2,000.00 min. payment for moves of 31-60 days; $1,000.00 min. payment for moves of 61-80 days; and zero min. payment for moves of ≥81 days.

A landlord, without personal property, is not considered a displacee, and the incentive payment is calculated only on the cost of the personal property move estimate of the tenant. The incentive payment for a business/commercial property is based on the personal property moving cost estimate without consideration of accessory moving costs such as reprinting of stationary and business cards, phone reconnections, etc.

The use of an administrative settlement will have no influence in the calculation of the amounts of the relocation incentive payments.

Timing of Payment to Property Owners:
The Relocation Incentive Payment will be made after all terms of the Relocation Incentive Agreement are satisfied, including compliance with the Acquisition Incentive Agreement, if applicable, AND in no case sooner than receipt of payment for the offer to purchase, but not later than sixty (60) days thereafter.
EXHIBIT A
COST EFFECTIVENESS ESTIMATE

Project Des. No._________________________ Letting Date:_________________________
Road:_______________________________ Est. Construction Cost:____________________
County:_______________________________ Est. R/W Cost:___________________________

1. Safety Benefits to the traveling public from early project completion. (Review the Preliminary Engineering Document, Purpose & Need Statement in the EIS and interview INDOT project manager and district traffic engineer to determine what safety benefits are recognized by the traveling public from early project completion. Enter the narrative summary of comments below.)

2. The current annual rate of inflation of construction cost is *. 
   * To be obtained from the 5 year average of the PPI, as determined by INDOT Division of Accounting. Calculation assumes a one year time savings in letting date if condemnations are avoided.
   
   **Est. construction cost** is $____________

   **Est. increase in construction cost if project is delayed one year by r/w acquisitions.**
   
   ($_______ + ___% = $_______)

3. Available Housing Supply
   Review the Relocation Survey and Plan for this project. Identify the housing to be acquired by this project. Research the subject market and identify the number of properties listed for sale that meet the definition of comparable for each residence to be acquired. Attach the listing data to the back of this report.
   Parcel # Number of comps available
   Parcel # Number of comps available

4. Market Trends/Rate of Inflation
   Review the Engineer’s Report and determine what types of properties will be acquired. Complete grid below for the appropriate types of properties on the project and attach the sales information to the back of this report. Resources may include MLS, County Agricultural Extension Agent, Purdue Research Foundation. Property type

<table>
<thead>
<tr>
<th>Property type</th>
<th>prior year sale price/unit value</th>
<th>current year sale price/unit value</th>
<th>% increase</th>
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</thead>
<tbody>
<tr>
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<td>Residential Bareland</td>
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<td>Commercial Bareland</td>
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<tr>
<td>1. Acquisition Incentives Paid</td>
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<tr>
<td>2. Relocation Incentives Paid</td>
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<tr>
<td>3. Total Incentives Paid (add lines 1 and 2)</td>
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<tr>
<td>4. Construction Cost Inflation Estimate</td>
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<td></td>
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<tr>
<td>5. Net Savings/Cost (subtract line 3 from line 4)</td>
<td>$</td>
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</tbody>
</table>
EXHIBIT C

ACQUISITION INCENTIVE AGREEMENT

Property Owner(s): ___________________________ Project: ________
Mailing/Street Address: ___________________________ Parcel: ________
City: ___________________________ Code: ________
State, Zip: ___________________________ Date: ________

WHEREAS, the Indiana Department of Transportation (INDOT) is acquiring real property interests to facilitate the construction of INDOT Project No. ________, and

WHEREAS, as an owner of real property located within and/or adjacent to the planned project alignment, you have received an offer from INDOT, dated ________, to purchase a portion, or the entirety of your property, as identified in the offer, in the amount of $__________, and

WHEREAS, INDOT has determined that it is in the best interests of the State to expedite the acquisition of said real property by using an incentive payment program, and

WHEREAS, Indiana law does not prohibit the use of incentive payment programs, and

WHEREAS, the United States Department of Transportation by and through the Federal Highway Administration (FHWA) has endorsed the use of incentive payment programs as an accepted practice, and has reviewed and approved of INDOT’s incentive payment program for use in acquiring real property interests to facilitate the construction of INDOT Project No. ________, and

NOW COMES INDOT, offering to you an Acquisition Incentive Payment of $__________, representing a sum equal to ten (10%) percent of the offer to purchase your property. The minimum payment shall be $500.00, and the maximum payment shall be $50,000.00. In order to qualify and receive the Acquisition Incentive Payment, you MUST comply with ALL of the following terms on or before _________________, said date being 30 days from the date of the offer to purchase:

1. Sign and accept the offer to purchase your property. All documents necessary to convey your ownership interest in the property must be signed and returned to INDOT on or before this date. If documents are returned to INDOT via U.S. Mail or other package delivery service, the post mark must be dated on or before _________________.

2. Sign and accept this Acquisition Incentive Agreement.

3. Remove all cost-to-cure items from the property.

4. Sign a Right of Entry Agreement, conveying to INDOT the right to enter upon your property in advance of receiving full payment for the sale of your property. A Right of Entry Agreement applies to properties consisting of bare land only.

5. Comply with the Relocation Incentive Agreement, if applicable, for properties involving displacement of residents, tenants, and/or personal property.

The Acquisition Incentive Payment will be made after all terms of this Agreement are satisfied, including compliance with the Relocation Incentive Agreement, if applicable, AND in no case sooner than receipt of payment for the offer to purchase, but not later than sixty (60) days thereafter.

Failure to comply with the terms of this Agreement shall result in forfeiture of all rights and claims of the property owner to receive both the Acquisition Incentive Payment AND the Relocation Incentive Payment(s), if applicable.
By signing below, I/We (property owner(s)) accept the above-described Acquisition Incentive Agreement; acknowledge and state full and complete understanding and acceptance of all terms and conditions contained herein; and notwithstanding our rights under federal and state law, including the right to review the offer for 30 days, do hereby waive these rights, and agree to the terms and conditions as set forth herein.

You should not sign this agreement if you do not possess the ability to convey and/or vacate the property within the specified time-frame. The Acquisition Incentive Program is most suitable to property owners whose circumstances enable them to convey and/or vacate the property quickly. If you have any doubts about your ability to move/vacate within the specified time-frame, please consult with an INDOT representative without delay.

Having fully read, and with complete understanding of my obligations to this Acquisition Incentive Agreement, I/We accept the terms herein of our own free will and with no coercive action taken by or on behalf of the Indiana Department of Transportation or its representatives.

**ACCEPTANCE:**

<table>
<thead>
<tr>
<th>Owner</th>
<th>Date</th>
<th>Owner</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner</td>
<td>Date</td>
<td>Owner</td>
<td>Date</td>
</tr>
</tbody>
</table>

**Received and Accepted by:**

(Signature) ___________________________ Date
(Printed Name) _______________________
(Title) _______________________________
Indiana Department of Transportation
Real Estate Division
RELOCATION INCENTIVE AGREEMENT

Owner/Tenant/Displacee(s): ____________________________  Project: ________________
Mailing/Street Address: ____________________________  Parcel: ________________
City: ____________________________  Code: ________________
State, Zip: ____________________________  Date: ________________

WHEREAS, the Indiana Department of Transportation (INDOT) is acquiring real property interests to facilitate the construction of INDOT Project No. ________________, and

WHEREAS, as an owner of real property located within and/or adjacent to the planned project alignment, you have received an offer from INDOT, dated ________________, to purchase a portion, or the entirety of your property, as identified in the offer, in the amount of $ ________________, and

WHEREAS, INDOT has determined that it is in the best interests of the State to expedite the relocation of persons and (personal) property by using an incentive payment program, and

WHEREAS, Indiana law does not prohibit the use of incentive payment programs, and

WHEREAS, the United States Department of Transportation by and through the Federal Highway Administration (FHWA) has endorsed the use of incentive payment programs as an accepted practice, and has reviewed and approved of INDOT’s incentive payment program for use in relocating persons and (personal) property to facilitate the construction of INDOT Project No. ________________, and, and

NOW COMES INDOT, offering to you a Relocation Incentive Payment, representing a sum equal to ten (10%) percent of the approved actual moving cost estimate or scheduled moving cost or combination of both. The minimum payment shall be $1,000.00, and the maximum payment shall be $50,000.00 (applicable to moves < 80 days). In order to qualify and receive the maximum Relocation Incentive Payment, you MUST comply with ALL of the following terms and conditions on or before ________________, said date being 30 days from the date of the offer to purchase:

1. Sign and accept the offer to purchase your property. All documents necessary to convey your ownership interest in the property must be signed and returned to INDOT on or before this date. If documents are returned to INDOT via U.S. Mail or other package delivery service, the post mark must be dated on or before ________________.

2. Sign and accept the Acquisition Incentive Agreement within the required 30 day period (owners only).

3. Remove all cost-to-cure and/or personal property items from the acquired right of way.

4. Vacate the premises by removing yourself and all other residents (excluding tenants associated with a valid lease agreement) from the acquired right of way.

5. Comply with all terms and conditions of the Acquisition Incentive Agreement.

As a Displacee, if you are unable to comply with item #4 above by ________________, the Relocation Incentive Payment will be reduced in accordance with the following schedule:
Displacee Payment Schedule:

<table>
<thead>
<tr>
<th>Vacate Date:</th>
<th>Term:</th>
<th>Moving Cost: Factor:</th>
<th>Total: Factor:</th>
<th>Incentive Payment:</th>
<th>Minimum Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>&lt; 30 days</td>
<td>$ 10% $</td>
<td>$100% $</td>
<td>$5,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>31-60 days</td>
<td>$ 10% $</td>
<td>$60% $</td>
<td>$2,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>61-80 days</td>
<td>$ 10% $</td>
<td>$20% $</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>≥81 days</td>
<td>$ 10% $</td>
<td>0% $</td>
<td>$0.00 (zero)</td>
<td></td>
</tr>
</tbody>
</table>

As the owner of Personal Property only, if you are unable to comply with item #3 above by ________________, the Relocation Incentive Payment will be reduced in accordance with the following schedule:

Personal Property Payment Schedule:

<table>
<thead>
<tr>
<th>Vacate Date:</th>
<th>Term:</th>
<th>Moving Cost:* Factor:</th>
<th>Total: Factor:</th>
<th>Incentive Payment:</th>
<th>Minimum Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>≤ 30 days</td>
<td>$ 10% $</td>
<td>$100% $</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>31-60 days</td>
<td>$ 10% $</td>
<td>$60% $</td>
<td>$600.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>61-80 days</td>
<td>$ 10% $</td>
<td>$20% $</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>≥81 days</td>
<td>$ 10% $</td>
<td>0% $</td>
<td>$0.00 (zero)</td>
<td></td>
</tr>
</tbody>
</table>

*Based on the scheduled moving cost of the room count. If you choose to hire a mover and receive actual moving costs, the cost will be the approved amount of the mover’s bill.

As the owner and/or tenant of a Non-Residential Property (i.e., commercial, apartment, church, etc.) you are only eligible for one (1) Relocation Incentive Payment representing a sum equal to ten (10%) percent of the approved actual moving cost estimate or self move estimate or combination of both. The minimum payment shall be $1,000.00 and the maximum payment shall be $50,000.00 (applicable to moves ≤30 days).

The Relocation Incentive Payment will not affect the calculation of the Displacee’s entitlements or Displacee’s right to appeal the replacement housing entitlement. **However, in order to accept the Relocation Incentive Payment, the Displacee is also required to accept the Acquisition Incentive Agreement, if applicable.**

The Relocation Incentive Payment will be made after all terms of this Agreement are satisfied, including compliance with the Acquisition Incentive Agreement, **AND** in no case sooner than receipt of payment for the offer to purchase, but not later than sixty (60) days thereafter.

**Failure to comply with the terms of this Agreement shall result in forfeiture of all rights and claims of the property owner to receive the Acquisition Incentive Payment **AND** the Relocation Incentive Payment(s), if applicable.**

By signing below, I/We (Owner/Tenant/Displacee) accept the above-described Relocation Incentive Agreement; acknowledge and state full and complete understanding and acceptance of all terms and conditions contained herein; and notwithstanding our rights under federal and state law, including our 90- day Notice To Vacate, acknowledge that the construction of Interstate 69 has an important public purpose and is in the public interest to proceed as planned by INDOT; and in so doing, I/We waive these rights, and agree to the terms and conditions as set forth herein.
You should not sign this agreement if you do not possess the ability to convey and/or vacate the property within the specified time-frame. The Relocation Incentive Program is most suitable to owners/tenants/displacees whose circumstances enable them to convey and/or vacate the property quickly. If you have any doubts about your ability to move/vacate within the specified time-frame, please consult with an INDOT representative without delay.

Having fully read, and with complete understanding of my obligations to this Relocation Incentive Agreement, I/We accept the terms herein of our own free will and with no coercive action taken by or on behalf of the Indiana Department of Transportation or its representatives.

ACCEPTANCE:

<table>
<thead>
<tr>
<th>Owner/Tenant/Displacee</th>
<th>Date</th>
<th>Owner/Tenant/Displacee</th>
<th>Date</th>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

Received and Accepted by:

(Signature) __________________ Date
(Printed Name) __________________
(Title) __________________     
Indiana Department of Transportation
Real Estate Division
ENCLOSURES
The following Enclosures have been deleted from the 2011 Buyer’s Manual and are no longer available for use. They will be replaced by jurats which are explained within the manual:

- Enclosure #4
  - AFFIDAVIT OF HEIRSHIP (INTESTATE DECEDEDENT)
- Enclosure #5
  - AFFIDAVIT OF SURVIVING SPOUSE
- Enclosure #6
  - AFFIDAVIT OF DEATH
- Enclosure #7
  - TRUSTEE’S AUTHORITY AFFIDAVIT
- Enclosure #9
  - MINERAL INTEREST AFFIDAVIT OF NON-COMPLIANCE
- Enclosure #11
  - EXECUTIVE AUTHORITY AFFIDAVIT
- Enclosure #13
  - CORPORATE AUTHORITY AFFIDAVIT
- Enclosure #16
  - PRESIDENT’S AUTHORITY AFFIDAVIT
- Enclosure #17
  - SOLE PROPRIETOR AFFIDAVIT
- Enclosure #18
  - ADVERSE POSSESSION AFFIDAVIT
- Enclosure #19
  - AFFIDAVIT OF CHURCH TRUSTEES RESOLUTION
- Enclosure #20
  - AFFIDAVIT OF ASSOCIATION RESOLUTION
- Enclosure #55
  - “HE/SHE IS THE SAME” AFFIDAVIT
- Enclosure #56
  - “I AM THE SAME” AFFIDAVIT
Plan Reading Checklist

There are certain items that a Buyer must look for when reading plans and explaining them to owners.

1) **Property Lines**: existing and proposed; temporary r/w, mortgage lines, Limited Access lines.

2) **Driving lanes/turn lanes/shoulders/curbs/sidewalks**: Buyers must explain driving lane widths; shoulders; turn lanes; edge of pavement; Typical and Actual Cross sections will aid in determining these.

3) **Center Medians/Raised Island Turn Medians**: These may not actually be in the area of take, but can certainly affect a property owner's decision.

4) **Drives**: location (station number), width, type, length, grade; these can be found on plan/profile, detail sheet, approach tables.

5) **Guardrails**: found on the plan/profile in the profile section. It will show the beginning and end of the guardrails.

6) **Pipes**: almost always under drive entrances in the location of existing ditches, and will also be under drives in proposed locations. Will be found on the plan/profile, detail sheet, and structure tables. Other types of pipes will be found under the driving lanes where ditches/small creeks flow under the roadway. Buyer will identify size, length, direction of flow.

7) **Ditches**: found on the plan/profile sheet in the profile section. Also, it is easy to show an owner where a ditch will be located by locating the pipes under drives; ditches will generally be located between the pipes. Owners will want to know the location (how much closer to their house?), the slope of the ditches ("will it be easy to mow?"), how large, direction of flow, rip-rap?

8) **Monuments**: these will include trees, existing R/W markers, mailboxes, telephone poles, signs, water meters, fences & posts, etc. These are good to use when showing the plans to owners, and walking the property to show existing and proposed R/W lines, edge of pavement, proposed ditches, etc. Buyer can verbally say for example, “new edge of pavement will be X-feet from this telephone pole.” Owner will be able to get a better view of where new improvements will be built and also have more confidence in Buyer if the Buyer is able to actually walk the property and point to where certain improvements will be located.
SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORT

PROJECT: STP-1234-5(06)   COUNTY: Marion   CODE: 5555   PARCEL: 5
ROAD: SR 37   DES. NO. 0800123   ABST. BY: Abby Abstractor
          Abstractors Anonymous, Inc.

RECORD OWNER: Jonathan X. Doe and Jane Y. Doe
DATE FROM: June 24, 2007   TO: August 29, 2009

I have checked the following records for the caption property as described in the original Title And Encumbrance Report. The following changes were noted:

Deed Record: NO CHANGE
Mortgage Record: SEE BELOW
Miscellaneous Record: NO CHANGE
Old Age Assistance Record: NO CHANGE
Tax Lien Record: NO CHANGE
Judgment Record: NO CHANGE
Lea Pendens Record: NO CHANGE
Defendant's Index: NO CHANGE
Tax Duplicate: TAXES CURRENT

Changes since date of last T&E or Supplemental Report are as follows:

Mortgage Instrument 0803771 in the amount of $87,500.00 dated 4/4/08 to MERS (formerly Bank One, NA, as servicer, now Chase Home Finance, LLC, as servicer).
Mortgage Release, Satisfaction, and Discharge instrument #0805632 (releases mortgage instrument #0002068).
Satisfaction of Mortgage instrument #0804359 (releases mortgage instrument #0006453).

Signed: 
Buyer

Dated: August 29, 2009
Bobby Buyer, Land Buyer
NOTICE OF LAND ACQUISITION NAME CHANGE

Project: STP-1234-5(06)
Parcel: 5
LA Code: 5555
Former Owner: Jonathan X Doe and Jane Y Doe

The subject property is now being purchased via a Land Contract Purchase, in the name of:

Name: 
Address: 

The subject property has been sold and is now titled in the name of:

Name: Pepe LePew
Address: 123 N SR 37, Indianapolis, Indiana 46200
Deed Date: July 19, 2009
Recording Date: July 20, 2009
Instrument # or Book & Page: 0900165
New Mortgage? 0900632

The subject property owner’s name has changed due to a merger or a name change:

Name: 
Address: 

Instrument Date: 
Recording Date: 
Instrument # or Book & Page: 
Secretary of State? 

Remarks: 

Bobby Buyer, Land Buyer June 14, 2010
Originator’s Name and Section Date

cc: Parcel; Records; District;
LESSOR'S AFFIDAVIT OF NONCOMPLIANCE BY LESSEE

______________________________________, being first duly sworn, upon (his)(her)(their) oath, deposes and says that (he)(she)(they) is/are a lessor under the terms of an oil and gas lease, dated ____________, and recorded as Instrument Number ____________, of the miscellaneous Records of __________ County, Indiana, on ________________ and that said lease covers the following described lands:

See Exhibit “A” attached hereto

And further, deponent hereby swears that no rentals have been paid to or received by (him)(her)(them) or any person, bank, or corporation, on (his)(her)(their) behalf for a period of one year after rental was due and owing under the terms of said lease. Deponent further swears that there has been no drilling or development of any nature or kind whatsoever intended or designed for the production of oil or gas on the land covered by the lease referred to herein for the past one year.

This affidavit is made in compliance with Indiana Code 32-23-8 and is for the purpose of giving notice that said lease has been cancelled by the lessor pursuant to the provisions of said Statute.

Witness my hand this ________________ day of ________________, ________.

(Affiant's Signature)

(Affiant's Printed Name)

Before me, a Notary Public in and for said County and State personally appeared

______________________________________, who acknowledged the truth of the statements in the foregoing affidavit on this ________________ day of ________________, ________.

Notary Public (Signature)

Notary Public (Printed Name)

My Commission Expires: ________________

My County of Residence is: ____________________

Rev. 11-24-2010
MEMORANDUM

TO: Mr. Greg Blythe, District Forester
   Indiana Department of Natural Resources

FROM: Jack Sprat, Manager, Office of Real Estate
       Indiana Department of Transportation

DATE: June 28, 2009

RE: Project: STP-388-6(006)
    Code: 5469
    Parcel: 19
    County: Jackson
    Owner: Fine, Larry et ux

The Indiana Department of Transportation is undertaking a project to realign SR 109 in Jackson County. In order to accommodate the planned improvements, it was necessary for the State to acquire 0.085 acres of permanent right-of-way off the above-referenced property. This property is currently under contract with your department for use as a “Classified Forest.”

I have enclosed a land plat and legal description showing the area acquired. Please file a notice with the Jackson County Auditor to release this area from the classified status. If this information proves to be insufficient, or you would like additional assistance, feel free to contact me at (317)232-5050. Thank you for your cooperation in this manner.
Enclosure # 12

STATE OF INDIANA     )  Project: ____________________
)  SS:     Parcel: ____________________
COUNTY OF ________________________ )  Code: ____________________

CORPORATE AUTHORITY AFFIDAVIT

____________________________________________________, being first duly sworn upon his oath deposes and says:

That he is duly elected Secretary of the __________________________, that the following resolution was duly adopted at a regular meeting of the Board of Directors of said corporation held on ___________________________, revoked, to-wit:

(Date)

"Resolved, that the _____________________________________________ shall be, and he is hereby, authorized to convey to the State of Indiana instruments in connection therewith; and said conveyance shall be attested by the __________________________________________, who shall affix the corporate

(Name & Title-Secretary, Asst. Sec., etc.)

shall be, and he is hereby, authorized to convey to the State of Indiana instruments in connection therewith; and said conveyance shall be attested by the __________________________________________, who shall affix the corporate

(Name & Title-Secretary, Asst. Sec., etc.)

shall be, and he is hereby, authorized to convey to the State of Indiana instruments in connection therewith; and said conveyance shall be attested by the __________________________________________, who shall affix the corporate


___________________________________
Name (Signature)  Title

___________________________________
Name (Printed)  Title

Before me, a Notary Public in and for said County and State personally appeared ______________________________________, who acknowledged the truth of the statements in the foregoing affidavit on this _______day of _________________, 19________.

___________________________________
Notary Public (Signature)

___________________________________
Notary Public (Printed Name)

My Commission Expires _______________________________
My County of Residence is ___________________________
This instrument was prepared by __________________________

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PARTNERSHIP AUTHORITY AFFIDAVIT

____________________________________________________, being first duly sworn upon his oath deposes and says;

That he is a General Partner of ___________________________________________; that pursuant to the Partnership Agreement he has full authority to manage the affairs of said Partnership and sign and execute documents on their behalf, and that his authority has not been revoked; that he is, therefore, fully authorized and empowered to convey to the State of Indiana real estate of this Partnership and to execute all necessary instruments in connection therewith.

___________________________________
General Partner (Signature)

___________________________________
General Partner (Printed)

Before me, a Notary Public in and for said County and State personally appeared __________________________________, who acknowledged the truth of the statements in the foregoing affidavit on this __________ day of ______________, 19_____.

___________________________________
Notary Public (Signature)

___________________________________
Notary Public (Printed)

My Commission expires _______________________
My County of Residence is _______________________
This instrument prepared by _________________________
STATE OF INDIANA  )    Project: __________________
COUNTY OF________________________  )    SS:    Parcel:  __________________
                                      )    Code: __________________

LIMITED LIABILITY COMPANY MANAGER AUTHORITY AFFIDAVIT

____________________________________________, being first duly sworn upon his oath deposes and says;

That he is a Manager of ______________________________________________________________; that he has
full authority to manage the affairs of said limited liability company and sign and execute documents on their behalf, and
that his authority has not been revoked; that he is, therefore, fully authorized and empowered to convey to the State of
Indiana real estate of this limited liability company and to execute all necessary instruments in connection therewith.

____________________________________________
Manager (Signature)

____________________________________________
Manager (Printed)

Before me, a Notary Public in and for said county and State personally appeared _______________________
______________________, who acknowledged the truth of the statements in the foregoing affidavit on this ________ day
of __________________, 19______.

____________________________________________
Notary Public (Signature)

____________________________________________
Notary Public (Printed)

My Commission expires  ________________________
My County of Residence is  ___________________________
This instrument prepared by _______________________________
PARTIAL RELEASE OF MORTGAGE

This is to certify that a certain mortgage executed by James B. Dean (Mortgagor) to 1st Bank of Fairmount (Mortgagee), dated June 8, 1996, in the sum of $94,000 recorded in mortgage instrument number 168 p.308, of the records of Grant County, Indiana, is hereby released upon the following described real estate in Grant County, Indiana.

See Attached Exhibit A

Said Mortgage remains in full force and effect as to the remainder of real estate therein described.

In witness whereof the said 1st Bank of Fairmount (Mortgagee) has caused this partial release of mortgage to be signed by its Vice President and its seal attached thereto this 3rd day of April, 2008.

1st Bank of Fairmount (Mortgagee)

BY: Pier Angeli (Signature)
Pier Angeli, Vice President (Printed Name and Title)

STATE OF INDIANA )
COUNTY OF Grant )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Pier Angeli, known to me to be the
Vice President of the 1st Bank of Fairmount (Mortgagee), and acknowledged the execution of the above release of mortgage as and for the act and deed of
the said 1st Bank of Fairmount (Mortgagee).

Witness my hand and Notarial Seal this 3rd day of April, 2008.

Rock Hudson Notary Public (Signature)
Rock Hudson Notary Public (Printed)

My Commission Expires June 3, 2013
My County of Residence is Grant
This instrument prepared by ____________________
WAIVER OF PARTIAL MORTGAGE RELEASE

Date  12/3/2008

Project:  STP-1234(5)
Parcel:  13
Road:  SR 331
County:  Marshal
Code:  5560

MEMORANDUM FOR THE PARCEL FILE

The consideration for this parcel is $15,000.00, all of which is for _______________________
_____________________________ of which $14,000.00 is for land and improvements and $1,000.00
is for damages consisting of __cost-to-cure for moving flagpole _____________________________.

The appraiser estimated the value of the remaining property at $________________. (The appraiser did not
estimate the value of the remaining property; however, it is an improved with ______________________.)

The Office of Real Estate waives the requirement that a release be obtained for the mortgage dated
6/22/2003, to ___________ 1st Bank of Plymouth ________________________________,
in the amount of $162,000.00, prior to payment.

The mortgagee has been contacted and a release is being processed. The mortgagee will be made a co-payee.
The release will be recorded upon receipt.

In order to avoid unnecessary delays to this project, it is recommended that a policy of requiring a partial
mortgage release prior to securing a parcel, be waived in this instance.

Recommend Approval:  APPROVED:

_________________________________  _________________________________________
 Acquisition Specialist  Director

Bob Hazard, Manager
Buying Section
WAIVER OF PARTIAL REAL ESTATE TAXES

Date  12/3/2008

Project:   STP-1234(5)
Parcel:    13
Road:      SR 331
County:    Marshal
Code:      5560

MEMORANDUM FOR THE PARCEL FILE

The consideration for this parcel is $15,000.00, all of which is for _______________________
_________________________ of which $14,000.00 is for land and improvements and $1,000.00
is for damages consisting of ________________________________.

The appraiser estimated the value of the remaining property at $________________.  (The appraiser did not
estimate the value of the remaining property; however, it is an improved with _______________________.)

The Office of Real Estate waives the requirement that a release be obtained for the real estate taxes,
in the amount of $16,023.00, prior to payment.

REMARKS: The delinquent real estate taxes for this property exceed the amount of the offer. The owners are not able to
pay these taxes at this time and the Auditor is not willing to issue a separate tax key number until the transfer occurs. The
property is not on a tax sale list and the residue should ensure payment of the taxes.

Recommend Approval:     APPROVED:

_______________________________________, Director
Acquisition Specialist

Bob Hazard, Manager
Buying Section
INDIANA DEPARTMENT OF TRANSPORTATION, DIVISION OF LAND ACQUISITION

DAILY NOTICE
(This section to be filled out by the Relocation Unit)

Agent Assigned: 
Date Assigned: 
Date Due: 

TO: Supervisor, Relocation Unit

Project: STP-1234-5(06)
Parcel: 5
Road: SR 37
County: Marion
Code: 5555

☐ Total Take  ☒ Partial Take
☐ Temporary Take

Amount of Offer $ 520,000.00

1. The Date of Initiation of Negotiations for this parcel was: February 13, 2009

2. Name of Owner: BYO Oil, Co.

3. Buildings or Structures Occupied by:
   ☒ Owner  ☐ Contract Buyer  ☐ Tenant  Name: 
   Address: 8300 Woodfield Crossing Blvd., Indianapolis, IN 46240  Phone: 317.255.5555
   Use reverse side if more space is needed to show all Owners, Contract Buyers, and Tenants

4. Address (or Location) of Property in the Right of Way: 7983 South State Road 37, Indianapolis, IN

5. Describe Buildings / Structures and other Real Property included in the Offer:
   Full-service filling station with 14 pumps, 1800 square-foot commercial building, and a lighted sign.

6. Parcel Contains Landlocked Property with Building Structures  ☐ Yes  ☒ No

7. Signs in Right of Way but not included in the Offer: (Describe, and Include Station Numbers)

8. Remarks in General: 

☐ Original to Central Relocation Office
☐ Copy to Property Management
☐ Copy to Records Unit
☐ Copy to Parcel

DATE: March 2, 2009

Land Agent

State Form 36255 (R10/00)  RAAP FORM # 5
CERTIFICATE OF REVIEW APPRAISER
AND CONCLUSION OF FAIR MARKET VALUE

<table>
<thead>
<tr>
<th>Project</th>
<th>STP-334B</th>
<th>Road:</th>
<th>S.R. 13</th>
<th>County:</th>
<th>Hancock</th>
<th>Owner:</th>
<th>Village Apartments of Fortville</th>
</tr>
</thead>
</table>

| APPRAISER | DON MCKEE |
| PEER (P), STAFF (S), OWNER (O) | F |
| DATE OF APPRAISAL | 3/14/07 |
| BEFORE VALUE | $1,100,000.00 |
| AFTER VALUE | $1,076,650.00 |
| DIFFERENCE | $21,350.00 |
| LAND & OR | $15,100.00 |
| BUILDING IMPROVEMENTS | -0- |
| LOSS IN VALUE TO REMAINDER | $6,260.00 |
| ESTIMATED COMPENSATION (DUE PROPERTY OWNER) | $21,350.00 |
| IF APPROVED AS IS | X |

REVIEWER'S COMMENTS AND/OR CORRELATION (Also see attached sheets):

Please refer to the following pages for reviewer's comments, changes, corrections, attachments and correlations.

I certify that, to the best of my knowledge and belief,

That I have made a personal inspection of the subject property of the work under review.

That I have made a personal inspection of the comparable sales utilized for the subject property of the work under review.

That I have no present or prospective interest in the property that is the subject of work under review and no personal interest with respect to the parties involved.

That the analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

This appraisal assignment may have called for less than would otherwise be required by the specific guidelines of the Uniform Standards of Professional Appraisal Practice (USPAP), but is not so limited in scope that it may tend to mislead the users of this report, or the public.

That I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.

That my engagement in this assignment was not contingent upon developing or reporting predetermined results.

That my compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.

That my estimate of fair market value has been reached independently, based on factual data without collusion or direction from others.

That the facts and data reported by the reviewer and used in the review process are true and correct.

That items compensable under state law but not eligible for federal reimbursement, if any, are set out in this Review.

That I understand that the value estimate may be used in connection with a Federal-aid Highway Project.

That no one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing below.

That my opinion of the fair market value of the part taken, plus loss in value to the remainder (if any), as of March 14, 2009, is $21,350.00

Signature

Printed Name: Michael D. Hazelline
Indiana Certified General Appraiser CO4900226
Indiana Broker Number: 186670332
Date: 5/19/07

APPROVED APPRAISAL AMOUNT FOR
11,853 s.f. F. & S. & 1,092 s.f. Temp. R/W REQUIRED R/W $21,350.00

APPROVED APPRAISAL AMOUNT FOR
(area size) EXCESS LAND

Potentially hazardous materials: Present Possible Nothing Indicated XXX

IF PRESENT, WHAT TYPE AND WHERE LOCATED:
STATEMENT OF THE BASIS FOR JUST COMPENSATION

1. This is a written statement of, and summary of the basis for, the establishment of the amount believed to be, through a valuation process, just compensation for the purchase of this right-of-way for highway purposes. The amount set forth in item 5 below is not less than the approved estimate of value. Public Law 91-646 provides that this value disregards any decrease or increase in fair market value of the property prior to the date of valuation caused by the public improvement for which the property is acquired other than physical deterioration within reasonable control of the owner.

2. The legal description of this acquisition is set forth in the instrument of conveyance in the following identified parcel and this acquisition is identified in the Acquiring Agency’s records as:

<table>
<thead>
<tr>
<th>Project</th>
<th>STP-3348( )</th>
<th>Parcel</th>
<th>27</th>
<th>Road</th>
<th>S.R. 13</th>
<th>County</th>
<th>Hancock</th>
</tr>
</thead>
</table>

3. The area and type of interest being acquired: 11,863 square feet fee simple & 1,062 square feet temp. RAW

The amount in Item 5 below includes payment for the purchase of all interests in the real property and no separately held interest is being acquired separately in whole or part, except as may be explained in Item 6 below.

4. This acquisition is (check one):
   a. A total acquisition of the real property.
   b. A partial acquisition of the real property.

5. The Agency's Offer: Just compensation has been determined to be and the Acquiring Agency’s offer for the purchase of this real property is as follows:

   a. Total Land, Land Improvements and Buildings
      $15,100.00
   b. Severance Damages (i.e.: Setback, Loss in Value to the Residue, etc.)
      $0
   c. Other Damages (Itemize)
      Cost-To-Cure estimates:
      REG-GATE, PARKING SPACES AND SIGNS: $5,850.00
      TEMPORARY RIW: $400.00
      PERMANENT EASEMENT: $0
      Total Damages: $6,250.00

   Total amount believed to be Just Compensation offered for this Acquisition is:
   $21,350.00

6. The amount in Item 5 above may include payment for the purchase of certain buildings and improvements and their ownership shall pass to the Acquiring Agency. These buildings and improvements are identified as follows:

   NONE

7. The amount in Item 5 above may include payment for the purchase of certain Land Improvements, Fixtures, Equipment, Machinery, Signs, etc., and their ownership shall pass to the Acquiring Agency. These items are identified as follows:

   ASPHALT PAVING, CONCRETE SIDEWALKS, CONCRETE CURBING, SEEDED LAWN, BUSHES, SHRUBS, TREES AND
   LANDSCAPING MOUND.

8. Items owned by others (i.e.: lessees, tenants, etc.) included in Item 5 above are identified as follows:

   NONE

9. Remarks:

   NONE

   5/29/07

   [Signature]
   Acquiring Agency: Indiana Department of Transportation
   6/18/07
NOTICE OF
LAND ACQUISITION NAME CHANGE

Project: STP-3625(8)
Parcel: 119
LA Code: 5099
Former Owner: Peerless Electric, LLC

The subject property is now being purchased via a Land Contract Purchase, in the name of:

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
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</table>

The subject property has been sold and is now titled in the name of:

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
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<tbody>
<tr>
<td>Address:</td>
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</table>

<table>
<thead>
<tr>
<th>Deed Date:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Recording Date:</td>
<td></td>
</tr>
<tr>
<td>Instrument # or Book &amp; Page:</td>
<td></td>
</tr>
<tr>
<td>New Mortgage?</td>
<td></td>
</tr>
</tbody>
</table>

The subject property owner’s name has changed due to a merger or a name change:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Crescent Electric, Inc.</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Instrument Date:</th>
<th>December 7, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recording Date:</td>
<td>December 10, 2007</td>
</tr>
<tr>
<td>Instrument # or Book &amp; Page:</td>
<td>200700997-18</td>
</tr>
<tr>
<td>Secretary of State?</td>
<td>Filed</td>
</tr>
</tbody>
</table>

Remarks:

Charles Johnson, Buying 11/16/2008
Originator’s Name and Section Date

cc: Records; District;
PARCEL FACT SHEET

Buyer: ____________________ Project: ______________ Code: ________ Parcel: ________

Type: Bridge______ Road______ Road Relo______ Intersect______

Owner: ____________________

Title: (if applies)_________________________ Phone: ____________________

Address: ____________________

Other, Name: ____________________

Interest: ____________________ Phone: ____________________

Address: ____________________

Mortgagee: ____________________

Officer/Contact: ____________________ Phone: ____________________

Address: ____________________

Affidavits necessary? ____________________

Plans: List drive locations: Sta_________ Lt Rt Line___________

Width_________ Surface_________ Any Drive Closed?_________

Change in dr. slope?_________ Change in frontage elevation over 1’?_________

Guard rail locations (if applies)__________________________

Side ditch location (if applies)__________________________

Change in drainage pattern?_________ Structures to be added to area acquired?______

Type:___________ Appraisal: FS TE PE OTHER Area of take: _____

Unit value: __________ Offer amount: __________ Date: __________

Improvements in R/W (Describe)__________________________

____________________________________________________________________________

Damages (Type/Explain)__________________________

____________________________________________________________________________

Cost-to-Cure (List/Explain)__________________________

____________________________________________________________________________

Owner's Concerns to be Addressed:__________________________

____________________________________________________________________________
Dear Mr. and Mrs. Beam,

It is the policy of the Indiana Department of Transportation, Division of Land Acquisition to accept for review any appraisals prepared for the property owner, at his own expense, by a licensed appraiser.

There are several elementary but very basic factors that must be included in any appraisal submitted for review to make it acceptable for the purpose. We are aware that anyone familiar with acceptable appraisal procedures need not be reminded of these basic factors. It is mentioned here only as a reminder to alert the appraiser to the requirements. They are as follows:

The land values, and where applicable the entire property value, must be based on and supported by comparable sales made in the area. Realistic adjustments must be made to reflect the degree of comparability between the properties. Comparable location, sale price, record book and page number of deed record must be included in appraisal. Comparables should be included to reflect both before and after values.

The damages, if any, must be fully explained and justified by a narrative statement.

It is required that the comparable sales be adjusted by percentage, or by lump sum figures to reflect the comparable’s relationship to the subject property, with justification of the adjustment factors such as date of sale, location, topography, etc.

If real estate is commercial income producing property, appraisal by the income approach is required.

It can readily be seen by the above simple basic requirements that an appraisal must be supported by factual data and that the items of damage must be fully documented.

An appraisal based on these facts is acceptable for review.

Very truly yours,

Eric M. Knipe
Land Agent

Date: November 1, 2008

RE: Project: STP-212-9(011)
Parcel: 1
Code: 5731
UNIFORM LAND OR EASEMENT ACQUISITION OFFER

PROJECT: STP-4212-9(011)
PARCEL: 1 CODE: 5731
ROAD: U.S. 6 COUNTY: Noble

TO: Phillip R. Beam and Violette W. Beam, Contract Buyers, ½ Undivided Interest
2469 W US 6
Wawaka, Indiana, 46794

TO: Martha J. Daniels, Fee Owner
668 Chesapeake Ct.
Hermitage, PA 16148

TO: Jay A. Beam and Sandra S. Beam, Contract Buyers – ½ Undivided Interest
2292 W 600N
Wawaka, Indiana 46794

The State of Indiana, acting by and through the Indiana Department of Transportation is authorized by Indiana law to obtain your land or an easement across your land for certain public purposes. The Indiana Department of Transportation needs your land and an easement across your land for a public highway improvement known as STP-212-9(011) on U.S. 6 and needs to take the land and easement as described on the attached legal description.

It is our opinion that the fair market value of the easement we want to acquire from you is $510.00, and, therefore, the Indiana Department of Transportation offers you $510.00 for the above described land and easement. You have thirty (30) days from this date to accept or reject this offer. If you accept this offer, you may expect payment in full within ninety (90) days after signing the documents accepting this offer and executing the easement, and provided there are no difficulties in clearing liens or other problems with title to the land. Possession will be required thirty (30) days after you have received your payment in full.
HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

1. By law, the Indiana Department of Transportation is required to make a good faith effort to purchase your property and an easement across your property.

2. You do not have to accept this offer and the Indiana Department of Transportation is not required to agree to your demands.

3. However, if you do not accept this offer, and we cannot come to an agreement on the acquisition of your land and easement, the Indiana Department of Transportation has the right to file suit to condemn and appropriate the land and easement in the county in which the real estate is located.

4. You have the right to seek advice of an attorney, real estate appraiser or any other person of your choice on this matter.

5. You may object to the public purpose and necessity of this project.

6. If the Indiana Department of Transportation files a suit to condemn and appropriate your land and easement and the court grants its request to condemn, the court will then appoint three appraisers who will make an independent appraisal of the land and easement to be appropriated.

7. If we both agree with the court appraisers’ report, then the matter is settled. However, if either of us disagrees with the appraisers’ report to the court, either of us has the right to ask for a trial to decide what should be paid to you for the land and easement condemned.

8. If the court appraisers’ report is not accepted by either of us, then the Indiana Department of Transportation has the legal option of depositing the amount of the court appraisers’ evaluation with the court. And if such a deposit is made with the court, the Indiana Department of Transportation is legally entitled to immediate possession of the land and easement. You may, subject to the approval of the court, make withdrawals from the amount deposited with the court. Your withdrawal will in no way affect the proceedings of your case in court, except that, if the final judgment awarded you is less than the withdrawal you have made from the amount deposited, you will be required to pay back to the court the amount of the withdrawal in excess of the amount of the final judgment.
9. The trial will decide the full amount of damages you are to receive. Both of us will be entitled to present legal evidence supporting our opinions of the fair market value of the land and easement. The court’s decision may be more or less than this offer. You may employ, at your cost, appraisers and attorneys to represent you at this time or at any time during the course of the proceeding described in the notice. The offer of $510.00 made herein is a total offer for the entire acquisition and is intended to justly compensate you and all parties of interest.

10. If you have any questions concerning this matter, you may contact us at:

The Indiana Department of Transportation  
Division of Land Acquisition  
Indiana Government Center North  
100 North Senate Avenue, Room N642  
Indianapolis, Indiana 46204-2249  
Attn: Buying Section  
Phone: 317-232-5050

This offer was made to owner(s):

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
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</tr>
</tbody>
</table>

BY: _________________________________  
, Land Agent for:  
The Indiana Department of Transportation
If you decide to accept the offer of $510.00 made by the Indiana Department of Transportation, sign your name below and mail this form to the address indicated above. An additional copy of this offer has been provided for your file.

ACCEPTANCE OF OFFER

I (We), Martha J. Daniels, Phillip R. Beam, Violette W. Beam, Jay A. Beam, Sandra S. Beam
Land owner(s) of the above described property or interest in property, hereby accept the offer of $510.00 made by the Indiana Department of Transportation on this ______ day of ___________________, 2007.

_________________________________________________
Martha J. Daniels, Fee Owner                Date

_________________________________________________
Phillip R. Beam, Contract Buyer                Date

_________________________________________________
Violette W. Beam, Contract Buyer                Date

_________________________________________________
Jay A. Beam, Contract Buyer                Date

_________________________________________________
Sandra S. Beam, Contract Buyer                Date
NOTARY’S CERTIFICATE

STATE OF INDIANA )
COUNTY OF ) SS:

Subscribed and sworn to before me this _____ day of ______________________, 2008.

My commission expires: ______________________
My county of residence is: ______________________

(Signature) Notary Public

(Printed) Notary Public
PROJECT: STP-9141 (006)  PARCEL: 60  COUNTY: Washington  CODE: 5722
Name & Address of Owner: Dwain Swanson, 4505 S State Road 135, Salem, Indiana 47167
Property Location: Approximately 365 feet S of SR 135 & Licking Creek Road Intersection
Phone: 812-967-4071
Name & Address of Person Contacted: S.A.A. and his mother, Katherine Swanson (812-876-6835)
Phone: S.A.A.

Name & Address of Person Contacted: S.A.A. and his mother, Katherine Swanson (812-876-6835)
Phone: S.A.A.

Date Assigned: 5-3-08  Date of Contact: 5-23-08  Time of Contact: 12:30 PM
Offer $6,000.00  Type of Contact: (X) Personal Visit  (  ) Phone  (  ) Mail

Write: Yes, No, or N/A (for not applicable), as appropriate in each numbered blank space:
Pg. 33 & 55
2. N/A Any affidavits taken?  15. Yes Written Offer?
3. No Any mortgage(s)?  16. Yes Land Acquisition Brochure?
4. No Any liens, judgments, etc.?  17. N/A Retention Letter?
6. N/A Explained about retentions?  19. N/A Tax memo (interim period)?
7. N/A Any major item retained?  20. Yes Receipt of Conveyance Instrument?
8. N/A Any minor item retained?  21. Yes Copy of Conveyance Instrument?
11. N/A Secured Right-of-Entry  24. No E.D.D.?
12. N/A Secured Driveway R/E  25. N/A (continued on next page)
13. N/A Sent Daily Notice to Relocation?

REMARKS:
I met with Mr. Dwain Swanson and his mother, Mrs. Katherine Swanson. We met at Mrs. Swanson’s home located at 1172 SR 135, Salem, Indiana 47167. I presented the State’s offer to purchase a portion of Mr. Swanson’s property.

I briefly explained the project to both Mr. and Mrs. Swanson: The Indiana Department of Transportation is undertaking a road improvement on SR 135. The project starts near Goyer Road and continues to Salem. The general description of the project is that the initial 0.5-mile section will consist of dual through lanes, each 12 feet wide, separated by a 14-foot continuous left turn lane. The pavement will be bordered by curb and gutter and either a sidewalk or grass strip. The vertical alignment will remain flat to gently rolling. The road will be raised or lowered in many areas of the project. The remaining 5.71 mile section is east of Mayberry and consists of dual through lanes, each 12 feet wide, separated by a 16 foot wide corrugated or mounded median with provision for left turns at intersecting roads. 10-foot paved shoulders will border the outside of the pavement. There will be limited access control through out most of the project.

In order to accommodate the planned improvements, the State of Indiana needs to acquire 0.301 acre of fee simple, 0.121 acres of temporary easement for drive approach construction and access rights. The approximate 19 foot wide Class II drive approach will be reconstructed at Station 1380+91.5”PR-A” Rt., The temporary right of way is needed in order to construct your drive approach. The temporary highway easement will revert back to you upon completion of the highway project. The state is eliminating access rights, to and from the SR 135 along your frontage except for an approximate 50 foot opening in the access control line where your driveway is located.

INDOT is prepared to offer you $2,100.00 for the total land and land improvements, including lawn and gravel. $2,000.00 is for the fee simple and $100.00 is for the temporary right of way (continued on next page).
The Private Appraisal letter is enclosed. The owner has the right to obtain an appraisal to submit to the state for review at their own expense. There is no guarantee that it would change the offer. Enclosed is a Land Acquisition Brochure, copy of plan sheet, original Uniform Land or Easement Acquisition Offer with attached legal description of the take along with the survey plat, and the Statement of the Basis for Just Compensation along with a copy of the appraisal.

You have 30 days to accept or reject the offer. You will receive payment within 90 days upon acceptance of the offer provided that the state can obtain clear title to the property. The state takes possession 30 days after the payment is made.

It is further agreed that the owner shall pay any 2007 payable 2008 real estate taxes outstanding for the area of take. The owner hereby waives the 30-day consideration period and accepts the State’s offer.

If there are any questions Mr. Swanson may contact me anytime, including after the project is completed.

This Does Not Constitute a Contract

DS Property Owner Initials

Robert J. Buyer

Robert J. Buyer, Land Agent
NOTICE

(OFFER BY PUBLICATION)

TO: Ron Hornaday and Betty Hornaday (owner(s)), The State of Indiana acting by and through the Indiana Department of Transportation (condemnor) needs your land for a public highway improvement, and will need to acquire the following described land or interest from you:

A part of the Southwest ¼ of Section 27, T35N, R6E, Johnson County, Indiana. Commonly known as 7071 S State Road 135, Bargersville, Indiana 46106.

We have made you a formal offer for this property that is now on file in the Clerk's Office in the Johnson County Court House. Please pick up the offer. If you do not respond to this notice or accept the offer by August 28, 2009, we shall file a suit to condemn the property.

INDIANA DEPARTMENT OF TRANSPORTATION CONDEMNOR

This notice published pursuant to IC 32-24-1-5(2)(b).
STATE OF INDIANA )
 ) SS:
COUNTY OF Dekalb )

AFFIDAVIT
(Unable to Present Offer)

I, Louis Buyer ________________________________, an employee of the Indiana Department of Transportation, being first duly sworn, say that a diligent effort has been made to present the Uniform Land or Easement Acquisition Offer Letter to Ron Hornaday and Betty Hornaday ___________ and (he) (she) (they) will not allow said Offer Letter to be presented.

__________________________
(Louis Buyer)
(Affiant's Signature)

__________________________
(Louis Buyer)
(Affiant's Printed Name)

Before me, a Notary Public in and for said County and State personally appeared Louis Buyer ____________, who acknowledged the truth of the statements in the foregoing affidavit on this 19th day of December _____________, 2008 ___.

__________________________
Notary
Notary Public (Signature)

__________________________
Notary
Notary Public (Printed Name)

My Commission expires _________________
My County of Residence is ________________
This instrument prepared by __________________________

This affidavit filed pursuant to IC 32-11-1-2.1

22
5881
AFFIDAVIT
(Unable to Locate Owner)

I, Louis Buyer, an employee of the Indiana Department of Transportation, being first duly sworn, say that a diligent effort has been made to present the Uniform Land or Easement Acquisition Offer Letter to Ron Hornaday and Betty Hornaday and that a diligent search has been made and that the owners can not be found.

Louis Buyer
(Affiant's Signature)

Louis Buyer
(Affiant's Printed Name)

Before me, a Notary Public in and for said County and State personally appeared Louis Buyer, who acknowledged the truth of the statements in the foregoing affidavit on this 19th day of December, 2008.

Notary
Notary Public (Signature)

Notary
Notary Public (Printed Name)

My Commission expires _______________________
My County of Residence is _______________________
This instrument prepared by _______________________

This affidavit filed pursuant to IC 32-11-1-2.1
Real Estate Investments, LLP
2911 N Hillside Dr
Bloomington, Indiana 47408

RE: Project: STP-901-0(012)
Parcel: 135
Code: 5368
County: Rush
Phone: 812-369-7000

Method of Delivery: (X) Certified Mail, ( ) In-Person, ( ) Other

May 14, 2009

Real Estate Investments, LLP:

The Indiana Department of Transportation (INDOT) is planning to add travel lane(s) on S.R. 3 in Rush County. The limits of the project are from approximately 0.27 miles south of S.R. 44 to 1,140 feet south of County Road 140 North, a.k.a. Foster Heights Road, with a total project length of 1.6 miles.

The road construction will include pavement rehabilitation and widening to provide a new two-way left turn lane within the project limits. The road reconstruction will generally provide two 12-foot travel lanes in each direction separated by the 14-foot two-way left-turn lane. Curb and gutter will be installed to minimize right-of-way impacts. A 6-foot 5-inch buffer and a 5-foot sidewalk will be provided. The existing storm sewer system will be replaced throughout the project.

The need for this project is due to the deteriorated condition of the pavement sub-base, substandard curbs, deteriorated sidewalks, and traffic congestion. The purpose of the project is to upgrade these elements and increase roadway capacity while enhancing safety to both vehicular and pedestrian traffic.

Due to these changes, the State needs to acquire fee simple right-of-way from you. This partial acquisition of 0.03 acres is being acquired for lawn grading and for the construction of the sidewalk and drive. I have enclosed a highlighted copy of the plans that shows the area needed. The State's Firm Acquisition Offer for this acquisition is $6,275.00, composed of the value of the land being acquired plus the improvements (asphalt, stone, lawn, and landscaping).

This firm offer was based upon an appraisal that was made by a certified Indiana appraiser. I have enclosed a copy of the appraisal for your records. You may obtain and submit an appraisal at your own expense for INDOT's review; however, it is not guaranteed that the offer amount will be changed as a

Project: STP-901-0(012)  5/14/07
Code: 5368
Parcel: 135
Property Location: S.R. 3 in Rush County, Indiana.
result of the review. This offer is to all parties of interest. The Uniform Land or Easement Acquisition Offer explains that you have 30 days from when you receive this offer to accept or reject it. The second page of the offer briefly explains your options and legally protected rights. You can accept the offer now or any time during the 30 day period.

I have enclosed your offer papers and the documents you need to execute and return to accept the offer. I have provided instructions and indicated where you need to sign and have notarized. Payment for the property will be made in 90 days from the return and approval of all the necessary documents. I will follow-up with you within 7-10 days after your receipt of this offer, however, please do not hesitate to contact me if you have any questions. I can be contacted at the above address, by phone at: 317-233-9072, or by email at: eknipe@indot.in.gov.

ENCLOSED:

YOUR OFFER PAPERS:
Offer Letter & Conveyance Instrument
Plan Sheet
Appraisal Letter
Statement of Just Compensation
Copy of the Appraisal Brochure

RETURN THESE PAPERS:
Claim Voucher
W-9
Acceptance
Warranty Deed

Very truly yours,

Eric Knipe, Land Agent

Status of Parcel: ( ) Secured, ( ) Condemned, ( ) Other
Distribution: ( x ) Parcel ( x ) Owner ( ) Weekly Summary ( ) Other:

THIS DOES NOT CONSTITUTE A CONTRACT
Dear __________________________,

This is to advise you that on __________________________, 20_______, the Indiana Department of Transportation initiated negotiations for the property you occupy. This is NOT A NOTICE TO VACATE.

This letter is to notify you of your eligibility for relocation assistance as a displaced person. As a displaced owner-occupant of 180-days or more, you may be eligible for reimbursement of moving expenses, a replacement housing differential payment, increased interest costs, and certain closing costs incurred in the purchase of your replacement housing. As a displaced owner-occupant of at least 90 days but less than 180 days, you may be eligible for reimbursement of moving expenses and a replacement housing payment to assist you in making a downpayment on a replacement dwelling. There are certain requirements to meet in order to receive the moving cost and replacement housing payments. You also have the option of renting a replacement dwelling.

A Relocation Specialist will contact you in the near future to fully explain the Relocation Program and applicable relocation benefits. You may also contact the Relocation Section at 100 North Senate Avenue, Room N642, Indianapolis, Indiana 46204-2219, telephone (317) 232-5058.

Very truly yours,

________________________________
Land Agent

Please acknowledge receipt of this letter with your signature below:

________________________________
Relocatee
Dear ___________________________:

This is to advise you that on _____________________________________, 20 ________ the Indiana Department of Transportation initiated negotiations for the property you occupy.  This is NOT A NOTICE TO VACATE.

This letter is to notify you of your eligibility for relocation assistance as a displaced person.  As a displaced business, farm, or non-profit organization you may be reimbursed for certain expenses in searching for, moving to, and reestablishing at a replacement site.  You may be eligible for a payment in lieu of searching, moving, and reestablishment expenses if you chose to discontinue operation or anticipate losing substantial patronage because of your move.  There are certain requirements to meet in order to receive these payments.

A Relocation Specialist will contact you in the near future to fully explain the Relocation Program and applicable relocation benefits.  You may also contact the Relocation Section at 100 North Senate Avenue, Room N642, Indianapolis, Indiana 46204-2219, telephone (317) 232-5058.

Very truly yours,

________________________________________
Land Agent

Please acknowledge receipt of this letter with your signature below:

________________________________________
Relocatee
MEMORANDUM

TO: Jon Doe  
XYZ Engineering Co.

FROM: Jane Buck, Administrator  
Office of Real Estate

DATE: December 20, 2008

RE: Project:  
Parcel:  
LA Code:  
County:  
Road:  
Des.:  
Owner:

The owners of the above referenced property have requested that along SR 53, from Station number 10+270.183 to 10+291.062, left, line “C”, concrete pavement be installed from their existing sidewalk near the building, to the new curb, instead of sodding or asphalt.

This request was discussed with Jon Doe of XYZ Engineering Co. on December 3, 2008 and verbal approval was given for the above change. The owners are willing to accept the State’s offer if this design change made.

If the foregoing request is approved, please forward a copy of the revised plan sheet to ______________ (INDOT District Real Estate Manager), ______________ (Project Manager, INDOT Laporte District), and, ______________ (INDOT Office of Real Estate N642) on or before ______________, 20__. If you have any questions please contact ______________ at (317)XXX-XXXX.

JBB/JBB

xc: ______________, District Real Estate  
______________, Project Manager  
Records
COUNTY: __________________________
ROAD NO: ________________________
PROJECT: _________________________
CODE: ___________________________
PARCEL: _________________________

SUBJECT: __________________________
Recommending For: ( )-Review: ( )-Change: ( )-Correction: ( )-Other:

From: ____________________________
To: ____________________________
Date: ____________________________

<Type explanation or reason for routing here>

________________________________________
(Buyer)         (Supervisor)

From: ____________________________
To: Buying Section, L.A. Div.
Date: ____________________________

Comments: __________________________
**PART ONE: PROPERTY IDENTIFICATION**

A. Address of Property:
   - City or Town
   - Township
   - Tax Parcel Identification No. (Key Number):

B. Legal Description:
   - Section
   - Township
   - Range

Enter or attach complete legal description in this area:

**LIABILITY DISCLOSURE**
Transferors and transferees of real property are advised that their ownership or other control of such property may render them liable for environmental cleanup costs whether or not they caused or contributed to the presence of environmental problems in association with the property.

C. Property Characteristics:
   - Lot Size
   - Acreage

Check all types of improvement and uses that pertain to the property:

- [ ] Apartment Building (6 units or less)
- [ ] Industrial Building
- [ ] Commercial Apartment (over 6 units)
- [ ] Farm, with Buildings
- [ ] Store, Office, Commercial Building
- [ ] Other (specify)

**PART TWO: NATURE OF TRANSFER**

A. (1) Is this a transfer by deed or other instrument of conveyance of fee title to property? [ ] Yes  [ ] No
   (2) Is this a transfer by assignment of over 25% of beneficial interest of a land trust? [ ] Yes  [ ] No
   (3) A lease exceeding a term of 40 years? [ ] Yes  [ ] No
   (4) A collateral assignment of beneficial interest? [ ] Yes  [ ] No
   (5) An installment contract for the sale of property? [ ] Yes  [ ] No
   (6) A mortgage of trust deed? [ ] Yes  [ ] No
   (7) A lease of any duration that includes an option to purchase? [ ] Yes  [ ] No

B. Identify Transferor:
   - Name and Current Address of Transferor
   - Address
PART TWO: NATURE OF TRANSFER (continued)

Name and Address of Trustee if this is a transfer of beneficial interest of a land trust.

Name and Current Address of Transferor

Address

City: State: ZIP

C. Identify Person Filling Out Form:

Identify person who has completed this form on behalf of the Transferor and who has knowledge of the information contained in this form. Include name, position (if any), and address and telephone number.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Address

City: State: ZIP

Telephone ( ) -

D. Identify Transferee:

Name and Current Address of Transfer

Address

City: State: ZIP

PART THREE: ENVIRONMENTAL INFORMATION

A. Regulatory Information During Current Ownership

(1). Has the transferor ever conducted operations on the property which involved the generation, manufacture, processing, transportation, treatment, storage, or handling of a “hazardous substance” (as defined by IC 13-11-2-98)? This question does not apply to consumer goods stored or handled by a retailer in the same form and approximate amount, concentration, and manner as they are sold to consumers, unless the retailer has engaged in any commercial mixing (other than paint mixing or tinting of consumer sized containers), finishing, refinishing, servicing or cleaning operations on the property.

Yes ☐ No ☐

(2). Has the transferor ever conducted operations on the property which involved the processing, storage, or handling of petroleum, other than that which was associated directly with the transferor’s vehicle usage?

Yes ☐ No ☐

(3). Has the transferor ever conducted operations on the property which involved the generation, transportation, storage, treatment, or disposal of “hazardous waste” (as defined in IC 13-11-2-99(a))?

Yes ☐ No ☐

(4). Are there any of the following units (operating or closed) at the property that are used or were used by the transferor to manage hazardous wastes, hazardous substances, or petroleum?

<table>
<thead>
<tr>
<th>Unit</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landfill</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Surface impoundment</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Land application</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Waste pile</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Incinerator</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Storage tank (above ground)</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Storage tank (underground)</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Container storage</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Injection wells</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Wastewater treatment units</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Septic tanks</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Transfer stations</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Waste recycling operations</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Waste treatment detoxification</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Other land disposal use</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
If there are “YES” answers to any of the items in PART TWO and the transfer of property that requires the filing of this document is other than a mortgage or trust deed or a collateral assignment of beneficial interest in a land trust, you must attach to the copies of this document that you file with the county recorder and the department of environmental management a site plan that identifies the location of each unit.
(5). Has the transferor ever held any of the following in regard to this real property?

(A) Permits for discharges of wastewater to waters of Indiana.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

(B) Permits for emissions to the atmosphere.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

(C) Permits for any waste storage, waste treatment, or waste disposal operation?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

(6). Has the transferor ever discharged any wastewater (other than sewage) to a publicly owned treatment works?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

(7). Has the transferor been required to take any of the following actions relative to this property?

(A) Filed an emergency and hazardous chemical inventory form pursuant to the federal Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. §11022).

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

(B) Filed a toxic chemical release form pursuant to the federal Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. §11023).

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

(8). Has the transferor or any facility on the property or the property been the subject of any of the following state or federal governmental actions?

(A) Written notification regarding known, suspected, or alleged contamination on or emanating from the property.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

(B) Filing an environmental enforcement case with a court or the solid waste management board for which a final order or consent decree was entered.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

(C) If the answer to question (B) was Yes, then indicate whether or not the final order or decree is still in effect for this property.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

(9). Environmental Releases During Transferor’s Ownership.

(A) Has any situation occurred at this site which resulted in a reportable “release” of any hazardous substances or petroleum as required under state or federal laws?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

(B) Have any hazardous substances or petroleum which was released come into direct contact with the ground at this site?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If the answer to question (9A) or (9B) is Yes, have any of the following actions or events been associated with a release on the property?

- Use of a cleanup contractor to remove or treat materials including soils, pavement, or other surficial materials?

- Assignment of in-house maintenance staff to remove or treat materials including soils, pavement, or other surficial materials?

- Sampling and analysis of soils?

- Temporary or more long-term monitoring of groundwater at or near the site?

- Impaired usage of an onsite or nearby water well because of offensive characteristics of the water?

- Coping with fumes from subsurface storm drains or inside basements?

- Signs of substances leaching out of the ground along the base of slopes of or at other low points on or immediately adjacent to the site?
PART THREE: ENVIRONMENTAL INFORMATION

(C) Is there an environmental defect (as defined in IC 13-11-2-70) on the property that is not reported under question (A) or (B)?

☐ Yes  ☐ No

If the answer is yes, describe the environmental defect:

(10). Is the facility currently operating under a variance granted by the commissioner of the Indiana Department of Environmental Management?

☐ Yes  ☐ No

(11). Has the transferor ever conducted an activity on the site without obtaining a permit from the U. S. Environmental Protection Agency, the commissioner of the Indiana Department of Environmental Management, or another administrative agency or authority with responsibility for the protection of the environment, when such permit was required by law?

☐ Yes  ☐ No

If the answer is yes, describe the environmental activity:

(12). Is there any explanation needed for clarification of any of the above answers or responses?

☐ Yes  ☐ No

If the answer is yes, state your clarification below:

B. Site Information Under Other Ownership or Operation

(1). Provide the following information about the previous owner or about any entity or person to whom the transferor leased the property or with whom the transferor contracted for the management of the property:

Name:

Type of business or property usage:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Yes</th>
<th>No</th>
<th>Activity</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landfill</td>
<td></td>
<td></td>
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</tbody>
</table>
### PART FOUR: CERTIFICATION

**A.** Based on my inquiry of those persons directly responsible for gathering the information, I certify that the information submitted is, to the best of my knowledge and belief, true and accurate.

<table>
<thead>
<tr>
<th>TRANSFEROR (or on behalf of Transferor):</th>
</tr>
</thead>
</table>

**B.** This form was delivered to me with all elements completed on: / / (mm/dd/year)

<table>
<thead>
<tr>
<th>TRANSFEROR (or on behalf of Transferor):</th>
</tr>
</thead>
</table>

### PART FIVE: FURTHER ACTION UPON COMPLETION OF THE FORM

**A.** The transferor must comply with the delivery requirements of IC 13-25-3-2 and the filing and recording requirements of IC 13-25-3-8.

**B.** The transferee must comply with the recording requirements of IC 13-25-3-8
MEMORANDUM

TO: Sally Dean, Administrator
   Central Region

FROM: John Taylor
      Acquisition Specialist

DATE: November 1, 2009

RE: Project: STP-043-7(5)
    Code: 5794
    Parcel: 98
    Road: U.S. 36
    County: Marion
    Owner: Bob’s Used Cars, Inc.

The owner of this parcel refused to complete an Indiana Environmental Disclosure Document indicating the presence of underground storage tanks. Although these tanks are not within the area of the proposed acquisition, they nevertheless could have leaked within said area causing contamination to the soil.

On February 15, 2009, I made a site inspection of this property to see if there were any signs of soil contamination. I found none. I then proceeded to the offices of Environmental Response of the Department of Environmental Management, where I reviewed their leaking underground storage tank (LUST) and spill files. Upon review of these files I found there had been 5 out of service tanks that had been filled. I also found no record of any spills or leaking tanks on this parcel. I also checked the project correspondence files and found if any contamination had previously existed it would have come from an adjoining property.

In view of the above, I recommend this parcel be processed for (condemnation) (payment).

THIS RECOMMENDATION APPROVED:

_________________________________________
Sally Dean, Administrator
Central Region

JT/jt

xc: Records
Disclosure Form for Target Housing Sales
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement
Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)
(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
_________________________________________________________________________________________________
___________________________________________________________________

(b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
_________________________________________________________________________________________________
___________________________________________________________________

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)
(c) Purchaser has received copies of all information listed above.
(d) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.
(e) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)
(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller _____________________ Date Seller _____________________ Date

Purchaser _____________________ Date Purchaser _____________________ Date
THIS INDENTURE WITNESSETH, That ________________________________.

the Grantor(s), of ________ County, State of __________ Convey(s) and Warrant(s) to the STATE OF INDIANA the Grantee, for and in consideration of the sum of _______________________________ Dollars $______ (of which said sum $______ represents land and improvements acquired and $______ represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of __________ , State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit “A” and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit “B”, both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

Interests in land acquired by the Indiana Department of Transportation
Grantee mailing address:
100 North Senate Avenue
Indianapolis, IN 46204-2219
I.C. 8-23-7-31
IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this ________________ day of _____________.

BY: __________________________ (Seal) __________________________

Signature

Arlene M. Freeman

STATE OF __________________________

COUNTY OF __________________________

Before me, a Notary Public in and for said State and County, personally appeared, __________________________, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be Her voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this ________________ day of __________________________. _____________.

Signature __________________________

Printed Name __________________________

My Commission expires __________________________.

I am a resident of __________________________ County.

This Instrument Prepared By

Attorney at Law
Form QCD-1
8/98

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH, That

the Grantor(s), of _________________ County, State of _____________ Release(s) and Quit Claim(s) to the STATE OF INDIANA, the Grantee, for and in consideration of the sum of _______ Dollars ($_______) (of which said sum( $ represents land and improvements and (____) represents damages and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of ________________, State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit “A” and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit “B”, both of which exhibits are incorporated herein by reference.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

Interests in land acquired by the Indiana Department of Transportation
Grantee mailing address:
100 North Senate Avenue
Indianapolis, IN 46204-2219

This Instrument Prepared By
Attorney at Law

I.C. 8-23-7-31
IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this ______ day of ______.

__________________________ (Seal)  ________________________________ (Seal)
Signature  Manager

__________________________  ________________________________
Printed Name  Printed Name

__________________________ (Seal)  ________________________________ (Seal)
Signature  Signature

__________________________
Printed Name

STATE OF __________________________:
COUNTY OF __________________:

Before me, a Notary Public in and for said State and County, personally appeared ____________________________, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this __________ day of __________________________. __________.

__________________________
Signature

Printed Name

My Commission expires __________________________.
I am a resident of __________________________ County.
THIS INDENTURE WITNESSETH,

the Grantor(s), of County, State of Indiana Grant(s) to the STATE OF INDIANA, the Grantee, for and in consideration of the sum of $_________ (of which said sum $_________ represents land improvements acquired and $_________ represents land temporarily encumbered and damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantor(s) for the purpose of _____________________, which said work is incidental to the construction of the highway facility known as ___________ and as Project ___________, which said Real Estate situated in the County of ___________, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit “A” which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantor(s) and/or the Grantor(s) successor(s) in title upon completion of the said Project. The said extinguishment shall be evidenced by a release document which shall be executed and recorded by the Grantee at no cost to the Grantor(s).
Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the State of Indiana except:


The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor(s), for the purpose of inducing the State of Indiana to accept this grant and to pay the hereinbefore referenced consideration, represent(s) that the Grantor(s) __________________ the owner(s) in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens of any kind or character which would be inconsistent with the temporary rights granted herein.
IN WITNESS WHEREOF, the said Grantor(s) have _______ executed this instrument this _________ day of _______.

_____________________________________________ (Seal) ________________________________________ (Seal)

Signature                                                                                         Signature

Printed Name                                                                                      Printed Name

_____________________________________________ (Seal) ________________________________________ (Seal)

Signature                                                                                         Signature

Printed Name                                                                                      Printed Name

STATE OF ________________________________:

COUNTY OF ________________________________:

Before me, a Notary Public in and for said State and County, personally appeared ________, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be ________ voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _______________ day of ________________________, ____________.

Signature

Printed Name

My Commission expires ________________________.

I am a resident of ________________________________ County.
If you decide to accept the offer of $270.00 made by the Indiana Department of Transportation, sign your name below and mail this form to the address indicated above. An additional copy of this offer has been provided for your file.

**ACCEPTANCE OF OFFER**

I (We), _________________

Leona D. Williams and Phillip R. Roberts,

Land owner(s) of the above described property or interest in property, hereby accept the offer of $270.00 made by the Indiana Department of Transportation on this ______ day of ____________________, 2007.

Leona D. Williams, Fee Owner  Date

Phillip R. Roberts, Contract Buyer  Date

**NOTARY’S CERTIFICATE**

STATE OF  INDIANA       )
COUNTY OF  ______________ )  SS:

Subscribed and sworn to before me this ______ day of _____________________, 2007.

My commission expires: _____________________

My county of residence is: _____________________

(Signature)  Notary Public

(Printed)  Notary Public
INDIANA DEPARTMENT OF TRANSPORTATION
LAND ACQUISITION CLAIM-VOUCHER

State Form 0926 (R/10-03) Approved by State Board of Accounts - 2003

Instructions: This agency is requesting disclosure of your Social Security number in accordance with I.C. 4-1-8.

<table>
<thead>
<tr>
<th>VENDOR INFORMATION</th>
<th>AGENCY INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOCUMENT NUMBER</td>
<td>DOCUMENT NUMBER</td>
</tr>
<tr>
<td>VENDOR NAME</td>
<td>AGENCY NAME</td>
</tr>
<tr>
<td>SCANK, BILLY D. AND BETTY J.</td>
<td>AGENCY NUMBER 800</td>
</tr>
<tr>
<td>ADDRESS (NUMBER, STREET)</td>
<td>SOCIAL SECURITY NUMBER 0123456789</td>
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<tr>
<td>TERRE HAUTE FIRST NATIONAL BANK</td>
<td>FEDERAL I.D. NUMBER</td>
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<tr>
<td>CITY</td>
<td>VENDOR NUMBER</td>
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<tr>
<td>8250 SOUTH U.S. 41</td>
<td></td>
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<tr>
<td>TERRE HAUTE, IN 47803</td>
<td></td>
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<tr>
<td>AMOUNT</td>
<td>CHECKDELIVERY:</td>
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<td>$105,000.00</td>
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<td>DESCRIPTION/1099 IND</td>
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<td>03</td>
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<tr>
<td>04</td>
<td></td>
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</tbody>
</table>

GROSS AMOUNT $105,000.00

INDOT I.D.: PV 800

CLAIMANTS

Pursuant to the provisions and penalties of Indiana Code 5-11-10-1
I hereby certify that the foregoing Fund and Center is just and
correct, that the amount claimed is legally due after allowing all
just credits, and that no part of same has been paid. I also
authorize payment to be made as indicated above.

12-18-08
Billy D. Scank

LEINHOLDERS

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

12-18-08
Terre Haute First National

12-18-08
Charles Jones

Date

LEINHOLDER NAME

Date

REAL ESTATE DESCRIPTION

Instrument Approved as to Form, preliminary only, Excepting
Real Estate Description.

Date

DEPUTY ATTORNEY GENERAL

I certify that this claim is correct and valid and is a proper
charge against the State Agency, Fund and Center indicated.

1/4/09

Approved Division of Land Acquisition

INDOT DIVISION OF ACCOUNTING AND CONTROL

Date

- 146 -
INDIANA DEPARTMENT OF TRANSPORTATION  
LAND ACQUISITION CLAIM-VOUCHER  

State Form 0025 (R8/10-03) Approved by State Board of Accounts - 2003  

Instructions: This agency is requesting disclosure of your Social Security number in accordance with I.C. 4-1-8.  

<table>
<thead>
<tr>
<th>DOCUMENT NUMBER</th>
<th>VENDOR INFORMATION</th>
<th>VENDOR NAME</th>
<th>ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP</th>
<th>PARCEL</th>
<th>PROJECT</th>
<th>DES NUMBER</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>SCANK, BILLY D. AND BETTY J.</td>
<td>TERENCE HAUTE FIRST NATIONAL BANK</td>
<td>8250 S. U.S. 41</td>
<td>TERRE HAUTE, IN</td>
<td>47803</td>
<td>6179-40</td>
<td>STP-291-1(008)</td>
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GROSS AMOUNT: $105,000.00  

INDOT ACCOUNTING LINE DISTRIBUTION  

<table>
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<tr>
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<th>INVOICE NUMBER</th>
<th>FUND</th>
<th>AGCY</th>
<th>ORG</th>
<th>APPR UNIT</th>
<th>ACTV</th>
<th>OBJECT</th>
<th>JOB/PROJECT NUMBER</th>
<th>PRTY</th>
<th>AMOUNT</th>
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</table>

CLAIMANTS:  
Pursuant to the provisions and penalties of Indiana Code 5-11-10-1 I hereby certify that the foregoing Fund and Center is just and correct, that the amount claimed is legally due after allowing all just credits, and that no part of same has been paid. I also authorize payment to be made as indicated above.

LEINHOLDERS:  
I hereby sign this claim voucher as a leinholder and only certify to the extent of my interest therein and authorize payments to be made as indicated above:

DATE: 12-18-08  
BUSINESS NAME: SCANK, BILLY D.
LEINHOLDER NAME: 

DATE: 12-18-08  
BUSINESS NAME: SCANK, BETTY J.
LEINHOLDER NAME: 

DEPUTY ATTORNEY GENERAL: 
DATE: 
I certify that this claim is correct and valid and is a proper charge against the State Agency, Fund and Center indicated.

INDOT DIVISION OF ACCOUNTING AND CONTROL: 
DATE: 
Recommended Approval:
ORIGINATOR: 
DATE: 
Approved Division of Land Acquisition
DIVISION CHIEF: 
DATE: 

- 147 -
BUSINESSES

1. ABBREVIATIONS

   a. Do not abbreviate. Spell out the full name.
      Example -  
      IN Off. Prod…  INDIANA OFFICE PRODUCTS
      Kim Asphlt Co…  KIM ASPHALT CO

      Words at the end of the name that describe the business may be abbreviated.
      Example -  
      Company…  CO  Incorporated…  INC
      Distributors…  DIS  Association…  ASSN
      There are many others. If they meet this condition, they may be abbreviated.

     b. Do not use ampersands.
     Example -  
     Dun & Bradstreet…  DUN AND BRADSTREET

2. THE

   If the word “the” is the first word in a vendor’s name, please leave it out.
   Example -  
   The Box and One Company.. BOX AND ONE COMPANY

3. PERSON’S NAME

   When a company is named after a person, submit it the way it is normally written.
   Do not invert the first and last names.
   Example -  
   Robert R. James, Inc…  ROBERT R. JAMES, INC

4. INITIALS

   a. Do not use initials unless the company is very well known by their initials.
      Example -  
      SRA…  SCIENCE RESEARCH ASSOCIATES
      IBM…  IBM
      AT & T…  AT AND T

     b. If the name is not known, initials may be used.
     Example -  
     A.B. Dick Company…  A B DICK COMPANY

5. NUMBERS

   Company names with numbers in them should be written using the numbers.
   Example -  
   Tenth Street Cleaners…  10TH STREET CLEANERS
   One and Two Dance School..  1 AND 2 DANCE SCHOOL
6. ORDER FROM COMPANIES

If a company is a division of a corporation, list the division that is ordered from first.
Example - If ordering from “Ayerst Labs”:
Whitehall Pharmaceuticals… AYERST LABS, DIV
Ayerst Labs Division WHITEHALL PHARMACEUTICALS

7. GOVERNMENTS AND PUBLIC INSTITUTIONS

These organization should be formatted with the name of the city, county, or state first. The name of the organization should follow.
Example - School Lunch Program, Lake Cty… LAKE COUNTY SCHOOL LUNCH PROGRAM

ADDRESSES

1. FORMAT

Addresses can be up to four lines including the vendor’s name. Each line should not exceed 30 characters including spaces, periods, etc.

2. ABBREVIATIONS

a. Street names should always be spelled out. Directions in an address should be abbreviated as follows:
South… S North… N East… E
Southeast… S E Northeast… N E West… W
Southwest… S W Northwest N W
Example - 518 South East Street… 518 S. East Street

b. Street, road, highway, and et cetera may be abbreviated if they are not part of the street name.
Example - 500 Broadstreet Street… 500 BROADSTREET ST

c. Cities should be spelled out.
Example - Indpls., IN… INDIANAPOLIS, IN

d. All states should be abbreviated using the standard 2-digit abbreviation.
3. BOXES

a. Post Office boxes should be written as follows:
Example - Post Office Box 457 PO BOX 457

b. Rural box numbers should always be written with the rural route or its equivalent in front of it.
Example - Rural Route 2, Box 45… RR2, BOX 45

If the address is a rural box number, do not write it as a post office box number and vice-versa.

Section A – VENDOR STANDARDS

These vendor standards have been created to comply with the U.S. Postal regulations and to hopefully expedite the mailing process. The next few pages give explanations and examples of how these names should appear on the new forms. In most examples, the name listed to the right in CAPITAL letters is how it should appear on the new forms.

PEOPLE

1. FORMAT

The format for reporting the names of people will be:
SURNAME – FIRST NAME – MIDDLE INITIAL
Example – Wendell A. Ladner…LADNER, WENDELL A

a. Names with a hyphen are considered as one name. Married women who use both surnames come under this rule.
Example - John Mellen-Hunt… MELLEN-HUNT, JOHN
Lauren B. Wehner-Evans… WEHNER-EVANS, LAUREN B

b. Prefixes for the name should be treated as part of the name that follows.
Example - Richard Van Arsdale… VAN ARSDALE, RICHARD
Mary De La Croix… DE LA CROIX, MARY

c. Estates and guardians should be reported using the name of the estate or the individual as the first name.
Example - Tom Thacker, Trustee… TOM THACKER, TRUSTEE
Estate of David Cowens… COWENS, DAVID, ESTATE OF

d. Jr. and Sr. should come after the middle initial, if any.
Example - Richard A. Mount Sr… MOUNT, RICHARD A SR
e. All other forms of address and titles should also come after the middle initial, if any.

Example – Mr. Paul Silas… SILAS, PAUL MR
Dr. Thomas C. McMillen… MCMILLEN, THOMAS C DR
George I. Gervin CPA.. GERVIN, GEORGE I CPA
Senator Steve P. Chubin… CHUBIN, STEVE P SENATOR

2. ABBREVIATIONS

a. Spell out the full name; no abbreviations.
Example - Fred Lewis… LEWIS, FREDERICK
S. Jones… JONES, SAMUEL
Exception: If an abbreviation is part of the name, use the abbreviation.
Example - John A. St. Clair… ST CLAIR, JOHN A

b. Use the correct name.
Example - If the name is Bob… Do not use ROBERT
If the name is Beth… Do not use ELIZABETH
INDIANA DEPARTMENT OF TRANSPORTATION
LAND ACQUISITION DIVISION

RECEIPT OF CONVEYANCE INSTRUMENT

The undersigned being a Land Agent for the Department of Transportation of the State of Indiana does hereby acknowledge receipt this date of one, ____________________________

(Conveyance Instrument)

Signed by

And conveying certain rights, title and/or interest in real estate located in County to the State of Indiana for transportation purposes and which is identified as Parcel #____ on Transportation Project #______.

I further acknowledge that said instrument has been executed and acknowledged by the grantors without payment by me of any consideration and that I am transmitting such instrument to the appropriate transportation authority for review subject to approval.

It is understood and agreed that this conveyance instrument will either be returned to the grantor not approved or the State of Indiana through its proper agencies will cause such instrument to be processed for payment in the amount of $______.

You may expect payment in full within ninety (90) days after signing the documents accepting this offer and executing the deed, grant or easement, and provided there are no difficulties in clearing liens or other problems with title to the land.

INDIANA DEPARTMENT OF TRANSPORTATION

Acquisition Specialist               Date
TO: __________________________  Project: ________________

___________________________  Parcel: ________________

___________________________  Code: ________________

___________________________  Date: ________________

SUBJECT: Real Estate Taxes

The address (or location) of the above referenced real estate is:
__________________________________________________________________________________.

Said real estate is needed (as a total acquisition) (as a substantial partial acquisition) by the State of Indiana for highway purposes.

Please be advised the real estate taxes for the year ________________ payable in the year ________________ WILL NOT be paid by the State of Indiana as part of this transaction. These taxes (and all unpaid taxes for previous years) are your obligation as you had possession of this property during the entire year of ________________ and previous years (if applicable).

As part of this purchase it will be necessary for you to provide tax receipts for the year ________________ payable ________________ (and any other unpaid years) or have a part of the proceeds of this sale paid to your county treasurer to cover this tax obligation.

______________________________

Land Agent
TO: ____________________________  Project: __________________
                     ____________________________  Parcel: ____________
                     ____________________________  Code: ______________
                     ____________________________  Date: ____________

SUBJECT: Real Estate Taxes

The address (or location) of the above referenced real estate is:
_____________________________________________________________________________.

Said real estate is needed (as a total acquisition) (as a substantial partial acquisition) by the State of Indiana for highway purposes.

Please be advised the real estate taxes for the year ________________ payable in the year ________________ were not paid by you as part of this transaction. The reason they were not paid is that the new tax rates and the amount to be paid were not known at the time of this transaction.

Please be advised that when you receive the tax statements for the May and November installments the State of Indiana will not assume the responsibility for paying these taxes as you had possession of the property during the entire year of ________________.

______________________________
Land Agent
STATE OF INDIANA )
COUNTY OF ______________________ )
Project: ________________________
SS: Parcel: ________________________
Code: ________________________

AFFIDAVIT OF JUDGEMENT DEBTORS

I, ______________________________________, the undersigned affiant, being first duly sworn upon my oath, hereby
depose and say:

That I am the owner of the fee simple title to the following described real estate located in __________________________
County, Indiana, to wit:
___________________________________________________________________________________________________________

and that the following judgment appears of record in the Office of the Recorder of __________________________ County, Indiana to
wit:
___________________________________________________________________________________________________________

that (he) (she) was not a party defendant in the cause action, and that (he) (she) is not one and the same person as the
___________________________________________ against whom said judgment was rendered.

___________________________________________________________________________________________________________
(Affiant's Signature)

___________________________________________________________________________________________________________
(Affiant's Printed Name)

Before me, a Notary Public in and for said County and State personally appeared___________________________________,
who acknowledged the truth of the statements in the foregoing affidavit on this _____________ day of ________________________,
20_____.

___________________________________________________________________________________________________________
Notary Public (Signature)

___________________________________________________________________________________________________________
Notary Public (Printed Name)

My Commission expires _______________________
My County of Residence is _______________________
This instrument prepared by _______________________

Enclosure #57
WHEREAS, the Department of Transportation of the State of Indiana is contemplating construction work on ____________________, which will require acquisition of right of way across certain lands of the undersigned in ___________. County, Indiana.

AND WHEREAS, it is desirable that such construction on the highway project known as ________________ not be delayed.

NOW THEREFORE, be it agreed by and between the undersigned and the Indiana Department of Transportation that for and in consideration of the benefits that may be derived by both parties by an extended period in which to complete the transfer of the necessary right-of-way, that the undersigned does hereby grant a right of entry, for the period of five (5) years from the date of execution, on and across its lands affected by the above project which are more particularly described on the attached Exhibit "A", designating the required right of way in ________________ County, which legal descriptions are incorporated herein and made a part hereof.

That this right of entry shall permit the Indiana Department of Transportation, through its employees, agents, and contractors to enter upon the above described lands of the undersigned for a period of five (5) years from the date of execution, and to proceed with the construction of the highway and to do such acts thereon as would be permitted, if the right of way had actually been obtained.

IN WITNESS THEREOF, the undersigned has hereto set its hand and seal this ______ day of ____________, 20__. 

By: __________________________________________
______________________________________________
______________________________________________
______________________________________________

STATE OF INDIANA )
 )SS:
County of ___________ )

Before me, a Notary Public in and for said County and State personally appeared ____________________, who acknowledged the execution of the above and foregoing instrument to be its voluntary act and deed and for the purposes stated therein.

Notary Public (Signature)

Notary Public (Printed Name)

My Commission expires
AUTHORIZATION FOR ENTRY UPON PRIVATE PROPERTY
FOR DRIVEWAY CONSTRUCTION

Indiana Department of Transportation
Project: STP-1122(33)
Parcel: 13
Road: S.R. 99
County: Cass
Code: 5900

This instrument is authorization and permission for the State of Indiana through its employees, agents, and contractors for the project designated above to enter upon my property for the purpose of constructing the private approach thereon.

Location of Approach: Station 103+14, right
Length of Approach beyond right-of-way line: 4 feet
Grade of Approach: Less than 10%

_____________________________  ______________________________
Signature      Signature

_____________________________  ______________________________
Printed Name      Printed Name

STATE OF  I N D I A N A  )
)    SS:
COUNTY OF __________________________  )

Before me, a Notary Public in and for said County and State personally appeared
__________________________________________, who acknowledged the truth of the statements in the foregoing agreement on this __________ day of ________________________, 20______.

_____________________________
Notary Public (Signature)

_____________________________
Notary Public (Printed)

My Commission expires __________________________
My County of Residence is ______________________________

This instrument prepared by ______________________________

Enclosure #60

STATE OF INDIANA ) Project: _________________
) SS: Parcel: _________________
COUNTY OF __________________________ ) Code: _________________

DONATION AGREEMENT (WITH OFFER)

I (we) the undersigned property owner(s) acknowledging the fact the I (we) have been offered $_________________, based upon an approved appraisal of the fair market value of the subject real estate as just compensation, nevertheless, desire to donate the right of way and will execute the necessary conveyance instruments to place title of said right of way in the State of Indiana.

This offer to the State of Indiana is made without any coercive action of any nature this _____ day of ____________, 20__. 

_____________________________  ______________________________
Signature     Signature

_____________________________  ______________________________
Printed Name     Printed Name

_____________________________  ______________________________
Signature     Signature

_____________________________  ______________________________
Printed Name     Printed Name

Before me, a Notary Public in and for said County and State personally appeared ____________________________, who acknowledged the truth of the statements in the foregoing affidavit on this ________ day of _________________, 20__. 

________________________________
Notary Public (Signature)

________________________________
Notary Public (Printed)

My Commission expires ______________________
My County of Residence is ___________________________
DONATION AGREEMENT (WITHOUT OFFER)

I (we) the undersigned property owner(s) hereby convey to the State of Indiana (property) (an easement) as described on the attached copy of a (Warranty Deed) (Right of Way Grant) for $1.00 and/or other good and valuable considerations, without any undue coercive action of any nature, fully aware that we are entitled to just compensation based upon an appraisal.

I (we) waive such appraisal rights and do hereby convey the (property) (easement) this _____ day of _________________, 20__. 

________________________________________  __________________________________________
Signature                                  Signature

________________________________________  __________________________________________
Printed Name                                Printed Name

________________________________________  __________________________________________
Signature                                  Signature

________________________________________  __________________________________________
Printed Name                                Printed Name

Before me, a Notary Public in and for said County and State personally appeared ____________________________________, who acknowledged the truth of the statements in the foregoing agreement on this ________ day of _______________________, 20__. 

__________________________________
Notary Public (Signature)

__________________________________
Notary Public (Printed)

My Commission expires ______________________
My County of Residence is __________________________

Enclosure #61
RETENTION AGREEMENT OF PERSONAL ITEMS

PROJECT: __________________
PARCEL(S):  __________________
CODE:  __________________
COUNTY:  __________________
GRANTOR:  __________________

THIS AGREEMENT, made this ________ day of _________________, 2_______, by and between the
State of Indiana, acting by and through the Indiana Department of Transportation, hereinafter sometimes
referred to as STATE, and ________________________, whose address is
___________________________________________, Social Security Number
______________________, hereinafter referred to as OWNER.

The parties to this Agreement, in covenants and stipulations set out herein, agree as follows:
1. That the STATE requires certain real estate described to wit:

__________________________________________________________________

herein sometimes referred to as PREMISES.

2. That on said PREMISES there now exists certain property to which OWNER new claims legal
or equitable interest with said property being described as follows:

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

______________________________________ herein sometimes referred to as PROPERTY.

3. Both parties stipulate to the need for the removal of the PROPERTY from the PREMISES, and
the OWNER wishes to retain possession of the PROPERTY.

4. OWNER hereby understands and agrees to remove the PROPERTY from the PREMISES within
______________ calendar days from the aforementioned PREMISES. Furthermore, OWNER
is to leave if anything, only concrete flatwork on the PREMISES. Any excavation to facilitate
moving of improvements or
removal of shrubbery, trees or fences, shall be refilled and leveled during the time period stated above. Said removal process includes not only the items categorized as PROPERTY, but the representative items listed agreed in writing by both parties, STATE and OWNER, and all items which are a natural consequence of the removal process or are reasonable foreseeable by the parties.

5. OWNER hereby understands and agrees that the removal of the retained structure necessitates following the Asbestos NESHAP Inspection and Removal Requirements (see attachment). INDOT shall not be liable for any fees pertaining to the inspection or the removal of asbestos from the retained structure, or any fines levied for failure of required notifications.

6. Forty-eight hours prior to removal of the structure, the OWNER shall contact the Construction Engineer in the Indiana Department of Transportation’s _______________ District Office. Phone ___________________. All work must be done under the supervision of the Construction Engineer. Before the withheld portion of Just Compensation will be released, the Construction Engineer must approve the site from where the structure has been removed and sign the release form attached to this agreement. The OWNER shall be responsible for backfilling the crawl space and/or basement according to the specifications:

   a. Remove all fixtures and appliances such as furnace, water heater, etc., from basement or cellar. Concrete and other debris shall not be discarded in basement.

   b. All drains shall be sealed with concrete.

   c. Basement floor shall be broken.

   d. Basement or crawl space walls shall be demolished and removed down to a point two feet below ground level or sub-grade elevation, whichever is lower.

   e. Basement or crawl space shall be backfilled with “B” Borrow (Pit run gravel).

   f. Basement must be filled same day structure is removed.

7. OWNER shall only have the right to remove the PROPERTY and related matters, stated herein, and shall enjoy no other rights upon the PREMISES.
8. In consideration for STATE’S potential loss, damages and dilemma of having OWNER refuse or neglect to remove the PROPERTY from the PREMISES, the parties hereby mutually understand and agree that the STATE shall hold $ ____________ of the Just Compensation, which sum is calculated and agreed to prior to the OWNER signing this agreement, which such sum should be adequate to perform stated removal of the PROPERTY from the PREMISES, and payment for other damages occasioned by and because of non-performance of OWNER.

9. If OWNER refuses or neglects to remove the PROPERTY from the PREMISES within the stated time periods herein, OWNER shall be considered defaulted on the agreement, shall forfeit the entire sum withheld from the total Just Compensation as actual and liquidated damages, and the STATE shall have the expressed authority to remove the PROPERTY from the PREMISES without incurring any liability to OWNER.

10. OWNER understands and agrees to assume all liability for injuries to persons or property while removing the items referenced in Paragraph 2, and agrees to save the STATE harmless from and against any and all claims for damages emanating therefrom.

11. OWNER is solely responsible for securing all necessary zoning, building and moving permits and licenses. The STATE accepts no responsibility for requests or granting of their permits or licenses.
IN WITNESS WHEREOF, the said parties have causes their signatures to be affixed by the appropriate officials or person(s) on the date first written above in the City of

_____________________, State of ____________________.

OWNER       STATE

BY: ___________________________   ____________________________
    (Written Signature)      (Written Signature)
    ___________________________   ____________________________
    (Printed Name)      (Printed Name)
    ___________________________   ____________________________
    (Title)        (Title)
    ____________________________   ____________________________
    (Date)        (Date)

STATE OF INDIANA      )
                      ) SS:
COUNTY OF ___________  )

Before me the undersigned, a Notary Public in and for said County, personally appeared ________________________ and ________________________ being first duly sworn by me upon ________________________ oath, say(s) that the terms and conditions in the foregoing Agreement are true.

Signed and sealed the ________ day of ________________________, 2________.

_______________________
    (Written Signature)
    Notary Public

_______________________
    (Printed Signature)
    Notary Public

My Commission expires: ________________________

County of Residence: ________________________

(SEE CONSTRUCTION ENGINEER’S CERTIFICATION ATTACHED)
CONSTRUCTION ENGINEER’S CERTIFICATION

I hereby approve the work done to remove said structures from the right of way and backfill, if necessary, the crawl space and/or basement according to the following specifications:

A. All appliances and debris shall be removed and disposed of.
B. All drains shall be sealed with concrete.
C. Basement floor shall be broken.
D. Basement or crawl space walls shall be demolished and removed down to a point two feet below ground level or sub-grade elevation, whichever is lower.
E. Basement or crawl space shall be back-filled with “B” Borrow (pit run gravel).
F. Basement must be filled the same day the structure is removed.

________________________  __________________
(Signature)     (Date)
Construction Engineer

________________________
(Printed Name)
Construction Engineer

________________________
(District) INDOT
INDIANA DEPARTMENT OF TRANSPORTATION
LAND ACQUISITION DIVISION

RETENTION OF OWNERSHIP (FIXTURES AND PARTS)

1. Address (or location) of Property in Right-of-Way:
   11411 N Michigan Rd, Zionsville, IN 46077

2. Describe Buildings or Structures, etc., in the Right-of-Way:
   2-story home with detached garage

3. The undersigned property owners (grantors) hereby agree that the following described fixtures and
   parts shall be treated as personal property by the grantors and the grantee (State of Indiana) and the
   grantors hereby agree to retain ownership of said fixtures and parts at the salvage values indicated
   below, and hereby agree that the sum of such values shall be deducted from the State's offer for this
   right-of-way and agree to move said fixtures and parts from the right-of-way, within the time
   prescribed, and at the owner's own cost and expense, and agree that security against any theft, loss,
   damage, or destruction of the items is the grantors responsibility, and further agree that there shall be
   no refunds.

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION OF FIXTURES AND PARTS RETAINED</th>
<th>SALVAGE VALUES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Kitchen cabinet</td>
<td>$75.00</td>
</tr>
<tr>
<td>1</td>
<td>Water heater</td>
<td>$20.00</td>
</tr>
<tr>
<td></td>
<td>Items to be removed within 30 days of receipt of payment or prior to moving from house, whichever is later.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL SUM: $95.00</td>
<td></td>
</tr>
</tbody>
</table>

4. I, the undersigned Land Agent, have determined the foregoing salvage values and have acquired this
   parcel on the basis that the said owners are authorized to retain ownership of the said fixtures and
   parts as agreed above.

DATE: ____________________________

SIGNATURE OF LAND AGENT: ____________________________________________

SIGNATURE OF OWNERS: ________________________________________________

NOTICE OF ITEMS TO BE TREATED AS PERSONAL PROPERTY

The following items have been retained at salvage value as personal property, the offer adjusted accordingly, and are not eligible for moving allowance:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description of Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ceiling Fan</td>
</tr>
<tr>
<td>1</td>
<td>Bath Vanity</td>
</tr>
</tbody>
</table>

The following items, which have been appraised as real estate, have been re-classified as personal property and the offer adjusted accordingly. These items are deemed to be eligible for moving costs provided that the cost of moving does not exceed their value.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description of Item</th>
<th>Appraised Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

xc: Control
Parcel File
Relocation

Buyer [Signature]
Buyer's Printed Name, Title
STATE OF I N D I A N A ) Project: ____________________
             ) SS: Parcel: _____________________
COUNTY OF __________________________ ) Code: _____________________

AGREEMENT OF CONVEYANCE (ACCESS RIGHTS ONLY)

I (we), the undersigned property owner(s), hereby agree to convey to the State of Indiana property access rights as
described on exhibit “A” attached hereto and made a part hereof, for the sum of $_____________, without any undue
coercive action of any nature, fully aware that we are entitled to an offer based upon an appraisal.

I (we) waive such appraisal rights and do hereby execute a deed to convey the necessary property access rights for
$_________________, on the ____ day of _________________, 20____.

_______________________________________   _____________________________________
Signature       Signature

_______________________________________   _____________________________________
Printed        Printed

_______________________________________   _____________________________________
Signature       Signature

_______________________________________   _____________________________________
Printed        Printed

Before me, a Notary Public in and for said County and State personally appeared _________________________
_____________________________________, who acknowledged the truth of the statements in the foregoing affidavit on
this ______ day of ____________________________ , 20____.

_______________________________________
Notary Public (Signature)

_______________________________________
Notary Public (Printed Name)

My Commission expires ______________________
My County of Residence is __________________________
This instrument prepared by __________________________

## Certificate of Gross Retail or Use Tax

**EXEMPTION for the Purchase of a Motor Vehicle or Watercraft**

### NAME OF DEALER

<table>
<thead>
<tr>
<th>Dealer's FRMC # (Registered Retail Merchant Certificate Number)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TID# (10 digits)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dealer's FID # (Federal Identification Number; 9 digits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dealer's Plate Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address of Dealer</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
</table>

### NAME OF PURCHASER(S) (PRINT OR TYPE)

<table>
<thead>
<tr>
<th>Address of Purchaser</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
<th>SSN, TID, OR FID # (Mandatory)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>VIN # (Vehicle Identification Number) or HIN # ( Hull Identification Number)</th>
<th>Year</th>
<th>Make</th>
<th>Model/Length</th>
</tr>
</thead>
</table>

### Calculation of Purchase Price

<table>
<thead>
<tr>
<th>1. Total Purchase Price</th>
<th>2. Trade-Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Like-kind exchanges only)</td>
<td></td>
</tr>
<tr>
<td>3. Net Purchase Price</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Line 1 minus Line 2</th>
</tr>
</thead>
</table>

### Trade Information

<table>
<thead>
<tr>
<th>VIN # (Vehicle Identification Number) or HIN # (Hull Identification Number)</th>
<th>Year</th>
<th>Make</th>
<th>Model/Length</th>
</tr>
</thead>
</table>

### NEW RESIDENT STATEMENT

Must be completed if Exemption # 8 is claimed, see reverse side.

I certify that I became a resident of INDIANA on (month & year) ________.

My previous State of Residence was .................................................. I hereby certify that the above statement is true and correct.

Date ___________ Signature of Owner:

### SALES/USE TAX WORKSHEET

To be completed if Sales and/or Use Tax was paid to a state other than Indiana. Exemption # 15. See reverse side.

Date of Purchase ___________

1. Purchase price of property subject to sales/use tax ............................................... 1.

2. Indiana sales/use tax due: Multiply Line 1 by sales/use tax percentage (6%) .................. 2.

3. Credit for sales tax previously paid to another state .................................................. 3.

   (Do not include flat fees, local, and/or excise taxes.) In what state was the tax paid?  

4. Total amount due: Subtract Line 3 from Line 2. ......................................................... 4.

   (Line # 3 cannot exceed Line # 2)

### DIRECT RELATIVE IDENTIFICATION EXEMPTION

(Must be completed if Exemption # 11 is claimed, see reverse side).

Name(s) on original title ................................ Relationship of above parties ............

Name(s) being added/deleted

### PUBLIC TRANSPORTATION EXEMPTION

(Must be completed if exemption # 6 is claimed and you are not a school bus operator.)

USDOT # (U.S. Department of Transportation Number) ........................................

I certify that the above vehicle or watercraft is exempt from sales/use tax under exemption # ____________ (see reverse side).

I also certify that any sales tax credit shown as paid to an out of state dealer using exemption #15 was actually collected by the dealer and the dealer has not provided the buyer with a check to be paid to the BMV. I understand that making a false statement on this form may constitute the crime of perjury.

Date ___________ Signature of Purchaser: ...........................................
MEMORANDUM

TO: Scott A. Adams, Director
   Real Estate Division

FROM: Steven P. Penturf, Manager
      Office of Acquisition

DATE: June 12, 2008

RE: Project: STP-929-6(6)
    Road: S.R. 267
    County: Hendricks
    Code: 5397
    Parcel: 129
    Owner: Beverly C. Worthington Trust

SUBJECT: Recommendation for Administrative Settlement

The State’s fair market value determination of $140,000.00 for 0.54 acres of existing fee-simple right-of-way and 0.40 acres of new fee-simple right-of-way was offered to the owner for this take. She rejected this offer stating that she should be paid an additional $20,000.00 based on the fact that the assessed value of the property for tax purposes is placed at a value of $165,700.00.

Because of the weight that a value determined by another government agency may carry in the case of a trial, we believe it is in the best interest of the State to settle this parcel for $150,000.00. This is an increase of $10,000.00 over the appraised amount, and we believe a great deal of time and money can be saved by settling this parcel as opposed to acquiring it through condemnation.

In addition, it would cost the State approximately $10,000.00 to acquire this property through condemnation proceedings. There is also the possibility that a $25,000.00 litigation fee could be paid to the owner’s attorney should he receive a favorable jury award.

Therefore, we intend to offer $150,000.00 to the owner. Should she not accept, then the $150,000.00 offer will be withdrawn, and the $140,000.00 figure will remain the approved amount.

THIS RECOMMENDATION APPROVED:

Scott A. Adams, Director
Real Estate Division

tax: records
CONDEMNATION REPORT

Past experience has indicated that the negotiator is in an excellent position to gather information which frequently proves very valuable and helpful during a trial. Completing the following questions will materially aid the attorney representing the Indiana Department of Transportation (INDOT). In answering them, please be as accurate and complete as you can, avoiding yes and no answers wherever possible. Where more than one negotiator has participated, each should fill out separate forms. Answer legibly in the space provided. If more space is needed, please complete your answer on an attached sheet and make reference to the paragraph and question number.

DATE  January 3, 2007

Project Number  NH-012-3(021)  Parcel 13  Code 4913

County  Vanderburgh  Roads  SR 62 and Fulton Avenue

1.  Owner's Name  The AWM Investment Group, L.P.
    c/o Robert Morris (812-483-0351) or J.Z. Morris (812-682-3942)
    a. Complete Address  P.O. Box 517
        Subject's Location: 7N. Fulton Avenue, Evansville, IN 47710
    City  New Harmony  County  Posey  State IN  Zip 47631
    b. Directions if Rural Route or Box Number

    c. Other Address  53 Park Ridge Drive, Mt. Vernon, IN 47620 (Robert Morris)

    d. If Corporation, Name of President  N/A
       Registered Agent
       Name
       Address

Enclosure #68
2. Lessee  _Mac's Convenience Stores, LLC, c/o Darrell J. Davis, Vice-President_
Address  _P.O. Box 347_  (812.379.9227)
City _Columbus_  County _Bartholomew_  State _IN_  Zip _47202_
Interest of Lessee (check one):  Farm  ___ Residential  ___ Commercial  _X_

3. Contract Purchaser  _N/A_
Address
City _____________  County _____________  State _____________  Zip ________

4. Mortgagee and Officer  _None indicated in the title and encumbrance report_
Address
City _____________  County _____________  State _____________  Zip ________
Registered Agent
Name
Address

5. Owner's Attorney  _Adam J. Farrer, Bamberger, Foreman, Oswald and Hahn, LLP_
Address  _309 Main Street, P.O. Box 716_  (812.838.5066)
City _Mt. Vernon_  County _Posey_  State _IN_  Zip _47620_
Lessee's Attorney  _Thomas A. Vogtner, Baker & Daniels, LLP_
Address  _300 North Meridian Street, Suite 2700_  (317.237.1085)
City _Indianapolis_  County _Marion_  State _IN_  Zip _46224_

6. If only one personal contact was made, explain why no more were advisable before condemning this parcel.

_N/A_
7. What complaints, if any, have the property owner(s) made with reference to the proposed highway project on their property? Describe in detail.

The fee owners are agreeable to the offer presented. However, the lessee stated that the offer fails to compensate adequately for their interest in the real estate and their ownership of the land improvements located on the subject property. There was no specific amount requested. Reportedly, the lease includes a provision that requires the lessee to purchase the subject property at the end of the term of the lease. The lessee has indicated that they plan to exercise their option to purchase the subject property in total as it is their opinion that the acquisition affects the property to such an extent that they cannot reasonably continue their business. However, the specific terms were not discussed or provided.

8. What adjustments or actions have been taken, if any, and by whom with respect to any of the complaints of the property owner(s)? Describe in detail.

n/a

9. A. FEE OWNER: Date last offer was made: November 23, 2007  
Amount of last offer: $447,050.00

LEASEHOLD INTEREST: Date last offer was made: November 21, 2007  
Amount of last offer: $201,775.00

B. If amount of last offer is different than amount of first offer state amount of first offer and explain why.

The cost-to-cure amount was incorrectly indicated on the front page of the original appraisal report. Thus, a revised offer was required to be presented. In addition to revising the offer, INDOT advised that separate offers were to be presented to the fee owner and the leasehold interest. Subsequently, two separate appraisals were provided.

10. How much does the property owner demand?

The fee owner was agreeable to the compensation offered. However, no specific amount was requested by the leasehold interest.

11. What are the reasons for claiming a higher amount than that offered by the State?

The lessee believes that the offer fails to compensate adequately for their interest in the real estate and their ownership of the land improvements located on the subject property. There was no specific amount requested. The lessee plans to exercise an option to purchase the property in total due to their perception that Mac's cannot "reasonably continue its business" at the site given the partial acquisition.
12. How will the uses of this property be affected by the highway project? Describe in detail.

The proposed acquisition includes permanent (fee simple) right-of-way with limitation of access and temporary right-of-way. The permanent acquisition, known as Parcel 13, contains 1,004 square feet. The temporary area, known as Parcel 13A, contains 924 square feet and is needed for drive removal. The fee simple acquisition is limited access in nature, thus ingress will no longer be permitted from Lloyd Expressway. Thus, the right-in only drive entrance at the subject's south property line will be eliminated as a part of the project. Land improvements to be acquired include concrete pavement, concrete curbing, trees, a large ID sign, a small directional sign, one light post, and lawn. The signs and light post require relocation and compensation was included for their cost-to-cure.

13. Has the landowner received any recent offers for their property? If so, describe fully.

Reportedly, the lease includes a provision that requires the lessee to purchase the subject property at the end of the term of the lease. However, the specific terms were not discussed or provided.

14. Who are the appraisers for the property owner(s), if any?

N/A

15. If you have any information about the owner's appraiser's qualifications, experience, etc., please describe.

N/A

16. Describe any characteristics of the property owner(s) which would be helpful to the attorney handling this case.

None known

17. Are there any unique features about the property owner(s) farming or business operations? Are they generally good or poor?

N/A

18. Has there existed any united feeling in the community against the highway project?

No

Enclosure #68 (continued)
19. A. Have you discovered any items of damage that have been omitted, or improperly included, or that are too high or too low? Yes ___ No X. (If "Yes," explain.)

B. Have you sent this parcel back to the Review Appraiser, or have you discussed it with the Review Appraiser, concerning any problems (including those in "A" above)? Yes ___ No X.

C. If "B" above is "Yes," what was the nature of the problem and what was the Review Appraiser's determination concerning it?

20. In your opinion, are there any strong points the State should emphasize in the presentation of its case? (Answer must be well-considered and thorough.)

The offer presented was based on a reviewed appraisal. The appraiser, as well as the review appraiser, are experienced with eminent domain appraising. The comparable sales utilized within the appraisal report appear to be the best available to reflect the market value of the subject land. It is my opinion that the offered amount is reasonable and adequately supported.

21. Are there any weak points in the State's position? If so, specify.

N/A

22. Do you have any other information you feel would be helpful in the trial of this case?

No

23. Who is in possession of the premises?

The subject property is improved with a gas station and convenience store. The lessee is in possession.

24. Were the actual premises to be condemned viewed by you and were those in possession contacted?

Yes

25. Have there been any changes in the property or its uses since the completion of the appraisal?

None observed

Enclosure #68 (continued)
26. Have you verified in your contacts with the fee owner, or his representative, that there are no other leases, liens, or encumbrances of any kind on the property other than those listed in the report?

N/A

27. Explain any statements or agreements made to or with the property owner(s) regarding right-of-way clear dates, moving dates, removal of encroachments, retention of property, etc.

N/A

I CERTIFY THAT THE ABOVE IS A COMPLETE STATEMENT OF THE NEGOTIATIONS CARRIED ON IN THIS CASE AND THAT IT WILL BE MY TESTIMONY IF CALLED UPON IN THE COURT PROCEEDINGS.

[Signature]

Land Agent’s Signature
Gina M. Hansen
5226 South East Street, Suite 7
Indianapolis, IN 46227
Mr. & Mrs. Robert Adams  
227 East State Road 18 
Montpelier, IN 47359 
Mr. & Mrs. Robert Adams 

Dear Mr. & Mrs. Adams,

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 $1,500.00.

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) 233-9072, 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,

Eric Knipe  
Senior Acquisition Specialist  
Office of Real Estate  
Indiana Department of Transportation

Xc: Parcel, Records
The Indiana Department of Transportation’s (“INDOT”) statutory duty is to construct, reconstruct, relocate and maintain the highway system of the state of Indiana.

In order for INDOT to complete the captioned project, INDOT must acquire interests in real estate owned as shown above.

INDOT has extended an offer pursuant to statute and, despite its best efforts; INDOT has been unable to acquire this property.

INDOT requests the Office of the Attorney General file a condemnation suit on behalf of INDOT in a court of appropriate jurisdiction so that the project will not be delayed.

___________________________________
Kevan L. McClure, Manager
Office of Real Estate
Indiana Department of Transportation
SPECIAL NOTES
A. Secured or condemned parcels must be assembled in this order to be accepted for evaluation.
B. Nonconforming parcels are subject to being rejected.
C. CODE and PARCEL NUMBER must be in the upper right hand corner of each page of the documents in the parcel. (Sales Disclosure Form, W-9, letters, e-mail, etc.)
D. Any VOID DOCUMENTS, i.e. offer letter, etc. should be marked “Void” at the bottom of the document and placed behind the current document.
E. Copies of document must be stamped “COPY” at the bottom of each page.
F. Remove duplicate copies of documents that are not needed.
G. Do not alter or change the margins on documents that are recorded.
H. Do not change or alter the conveyance documents or other forms without written approval. You must include a Memo in the parcel, item #2, explaining why the change was made and who approve it. There must be documentation confirming the approval in item # 35.
I. Do not use colored ink on any notarized document. The only allowable exception is a red X to indicating where a document is to be signed, signature tabs are preferred.

1. Parcel Evaluation & Check List:
___ Fill in the top section of the; Assemblage and Check List for Secured Parcels along with the Secured Parcel Evaluation form.

2. Memorandums and/or Special Payment Letter:
___ Explain issues needing clarification: title issues, recording instructions, changes to forms
___ Special Payment Memo (See BM, Enclosure 11-4)

3. Administrative Settlement Letter: Do not make a settlement without written approval.
___ If a dwelling is involved, submit a Revised Daily Notice.
___ Acceptance, deed, claim voucher and status report must be adjusted appropriately.


5. Warranty Deed: (or other conveying instrument) Note, Mobile Homes and manufactured housing require a title in addition to the deed. SEE SPECIAL NOTES!

   Check the: Project, Code, Parcel and Page Numbers.
___ Check the Project, Code, Parcel and Page Number for correctness, must be on all pages

   Grantor's Name: The name must be the same on all documents.
___ Flag the caption deed.
___ Name must be identical to the Caption Deed(s), if not, use an a/k/a and obtain an affidavit.
___ If an a/k/a is used in the granting clause it must also be included in the signature section and notary section. See Memo dated February 2, 2009
___ Check the spelling of the first name, middle initial and last name in the granting clause, signature line, and notary section.
___ If the conveyance is by an Corporation, LLC, Trust, attorney in fact, etc. the proper jurat must be on the deed. An attorney in fact must be recorded and must specify real estate.
___ The grantor's name must appear the same on all signed documents: affidavits, conveyance documents, acceptance, claim voucher and vendor affidavit / W-9.

Consideration:
___ Land and Improvements, Damage, and Total Consideration must match the appraised amount, or the adjusted amount if a retention and / or a settlement is involved. This
amount must also match the amount on the acceptance and claim voucher.  
___ On settlements, the money is to be applied to the appropriate category: L&I or Damages.  
___ On minor retention; the L&I and total consideration must be adjusted.
___ On major retentions the L&I, Damages, and total consideration, must be adjusted properly.  
___ Check the spelling of the dollar amount.

**County and State:**
___ Check to verify the state and county are correct and spelled properly.

**Tax Statement:** real estate, sewer, ditch, or other specials taxes or assessment.  
___ Is the tax statement on the deed? See Memo dated November 14, 2008  
___ Are the years correct? 
___ On total or substantial acquisitions all taxes and assessments must be paid for the year or 
you need to voucher out the estimated amount. See Memo dated April 18, 2008

**Deed Date:**  
___ The deed can not be dated prior to the acceptance of offer and claim voucher.

**Signatory**
___ Did the signatory sign the document?  
___ The signatory’s name must be printed beneath his signature on all documents he signs.  
___ The signature must match the printed name which must match the name on the  
caption deed. (Check the spelling of the first name, middle initial and last name)

**Notary:** the seal can be pressed or rubber stamped. The seal for an Indiana Notary must  
contain the words: “Seal, Notary Public, and State of Indiana”.  
___ Is the county and state where the document was notarized correct? 
___ Did the notary fill in the appeared date and the grantor’s name?  
___ Is the grantor’s name spelled correctly? 
___ Did the notary sign his name correctly, does it match his printed name? 
___ The notary’s county and state of residence must be given. 
___ Is the notary expiration date given?  
___ Check to see that the notary has not expired.  
___ Is the notary seal on the document? Does it have Seal, Notary Public, & State? See above 
___ Is the name on the conveyance document spelled the same on the other documents?

**Exhibits, legal description & land plat:** note, Temp. Easements may not have plats 
___ Is the Project, Code, Parcel and Page Number correct?  
___ Does the number of exhibits sited in the deed match the number of attached exhibits? 
___ Does the area of acquisition match the area on the L-10 and appraisal?

**6. Sales Disclosure Form:**  
___ Print a copy of the finished SDF from the web site for submittal. (if available) 
___ The code and parcel number must be printed in the top right hand corner of each page. 
___ If page # 2 is hand generated, put the SDF number in the box at the top of the page.  
___ Attach a copy of the conveyance document with legal description & land plat. 
___ If the acquisition is not contiguous property or has multiple tax numbers you need 2 SDF.

**7. Environmental Disclosure Documents:**  
An EDD is required if the R/W being acquired has been used for the storage, manufacture, or 

-- hazardous substances, or if the property contains a qualified **(UST)** underground storage tank. The EDD must be obtained from the owner, reviewed and approved by the Manager of the Buying Section, prior to the owner accepting the offer. The seller must report any current or prior
hazardous use or contamination of the property. The transferor’s signature needs to be notarizes and your signature, as agent for the transferee, must be notarized.

**Underground Storage Tanks: (UST)**

___ All underground storage tanks in the r/w must be reported using a UST Disclosure Form.
___ If tanks have been removed ask the owner to fill out the UST form to show the tanks were removed and to report any contamination.
___ The owner’s signature must be notarized and the buyer’s signature must be notarized.

**Lead Paint Disclosure:**

___ If the home was built prior to 1978 the owner must complete the lead disclosure form.

8. **Affidavits, Resolutions, etc.**

Use an affidavit to either correct a title defect, or explain an ambiguity or omission. **Caution!** Some affidavits must be dated the same day as, or after the date of the deed. When possible was a jurat on the deed in place of an affidavit.

**SEE SPECIAL NOTES !**

___ Is the parcel, project, code and page number correct?
___ Are the needed exhibits attached?

**AFFIANT’S NAME:**

___ Is the affiants name spelled like it is in the title report?
___ Check the spelling of the first name, middle initial and last name in the Granting Clause, Signature Line, and Notary Section).
___ Is the affiant’s name printed under his signature?
___ The affiant’s name must appear the same on all signed documents: affidavits, conveyance documents, acceptance, claim voucher and vendor affidavit / W-9.

**Notary:** The seal can be pressed or rubber stamped. The seal for an Indiana Notary must contain the words: "SEAL, Notary Public, and State of Indiana".

___ Is the county and state where the document was notarized given?
___ Did the notary fill in the appeared date and the affiant's name?
___ Is the Affiant’s name spelled correctly?
___ Did the notary sign and print his name correctly, do the two names match?
___ The notary’s county and state of residence must be given.
___ Is his notary expiration date given?
___ Check to see that the notary has not expired.
___ Is the notary seal on the document? Does it have Seal, Notary Public, & State? See above
___ Is the affiant’s name the same as his name on the other documents?
___ If required, was the legal description and plat attached to the affidavit?

9. **Mortgage Release (if offer is > $10,000.00)** Remember, temporary right-of-ways are not to be release. You must have a separate PMR for each mortgage being released.

**See SPECIAL NOTES**

___ Is the parcel, project and code correct?
___ Is the mortgage info correct? i.e., date, amount of mortgage, mortgage record / instrument number, check title work.
___ Is the Mortgagee’s and Mortgagor’s names spelled the same as they are on the original mortgage? Do you need a n/k/a or a/k/a?
___ Is the mortgage officer’s name printed correctly under his signature?
___ Did the notary sign and print his name correctly?
___ Did the notary date and seal the document correctly?
___ Does the seal say, “Notary Seal”? ‘if notarized in Indiana see above.
___ Is the notary’s county of residence and expiration date filled in?
___ Has the notary expired?
___ Is the legal description and plat attached to the release as exhibit “A” & “B”?
___ Check the legal description to make sure only permanent right-of-way is described.

9B. Mortgage Waiver Letter (if offer is < $10,000.00) See Memo dated 02-03-09 & 03-25-09
___ Did you give the owner a copy of the mortgage waiver letter?
___ Is there a buyers report showing the owner verified, “he is current on his mortgage.”
___ Is there a buyers report showing you verified with the bank the owner was current and/or a copy of the owners current bank statement.

10. Two Complete Copies of the conveying instrument
___ Each copy must contain all the pages and exhibits.
___ Staple each copy together and stamp “Copy” on the bottom of each page.

11. One Copy of the Sales Disclosure Document
___ The copy must contain all the pages and exhibits.
___ Staple each copy together and stamp “Copy” on the bottom of each page.

12. Two Copies of the Environmental Disclosure Document
___ Staple each copy together and stamp “Copy” on each page.

13. Two Copies of Affidavits, Resolutions, etc
___ Each copy must contain all the pages and exhibits.
___ Staple each copy together and stamp “Copy” on each page.

14. Two Copies of the Mortgage Release (if offer is > $10,000.00)
___ Each copy of the release must contain all the pages and exhibits.
___ Staple each copy together and stamp “Copy” on each page.

Mortgage Waiver Letter (if offer is < $10,000.00)
___ Two copies.

15. Acceptance of Offer:
___ Date: Must be dated before or on the same day as the deed.
___ Check the Project, Code, and Parcel Numbers.
Grantor’s Name: {Granting Clause & Signature Line}
___ Must be identical to the name in the Caption Deed(s) in T&E.
___ Must be the same as it is on the deed. If an a/k/a, etc. is used on the deed it must be on the acceptance.
___ Owner’s signature must match printed name. (Check spelling and middle initial)?
Consideration:
___ Does the consideration match the appraised amount? If not,
___ Are there adjustments for retentions and/or a settlement shown on the acceptance.
Notary:
___ Check the spelling: County and State.
___ Is the notary’s county of residence and notary expiration date given.
___ Check to see if the notary has expired.
___ Did the notary sign and print his name, is it the same?
___ Did the notary date and seal the document? The seal must say, “Notary Seal”.

16. Claim Vouchers: All parties of interest must sign off, owners, lien holders and claimants. The voucher can not be dated before the date on the deed. Keep all information in the box.
Payee Block:
Only one payee’s name on a voucher unless: It is a H&W, owner and mortgage company, owner and treasurer, Payee’s name must be entered: Last Name, First Name, and Middle Initial. The payee’s name must match the info on the W-9 / Vendor Information form The address must match the address on the W-9 / Vendor Information form.

SS # or Federal I.D#: do not use – between the numbers. Must match the number on the W-9 / Vendor Information.

Parcel / Code; Project Number and Des. Number Are the boxes filled in? The Parcel and Code go in the same box separate by a /.

Gross Amount does the gross amount equal the appraised amount, or the adjusted amount if a retention and / or a settlement is involved? This should match the amount on the deed, acceptance and status report.

Followed by a Copy of the $500.00l-69 R or E voucher for. The voucher must be marked copy in large letters.

17. Disbursement of Real Estate Funds, if needed Use when: there are multiple payees who are not husband and wife, their mortgagee, or county treasurer. Distribute

18. Incentive Voucher & Incentive Offer Rev. 12-02-09 Must be marked INCENTIVE on the top of the voucher Is voucher correct, see # 16. Was offer accepted in 30 days & were all terms of the incentive agreement met? Is the amount of the incentive correct?

19. Vendor Information / W-9 Form & one copy. State Form 53788 (12-08) Approved 2008. See Memo dated 11-19-09sp & BM 8-9. Auditor will not process payment if the form is not complete. Obtain the W-9 as soon as possible. Within 24 hours a pdf copy must be submit to the two Administrative Assistant. Submit the original or a copy with the parcel. Is the form complete and are all entries legible? The W-9 number must belong to the vendor on the claim voucher. Last name first, first name, middle initial

20. Status Report, revised 12-09, notifies Property Management what was acquired: excess land and or land improvements, i.e., building, structures, signs, etc.

Does the breakout of land and improvements, damages, and total consideration agree with the deed, acceptance, claim voucher and appraisal?

Does the parcel contain excess land, is the proper box checked? Check the L-10, appraisal, deed and land plat?

Were the required adjustments made if the owner retained items and/or excess land?

Are all the improvements in the r/w listed, even cost to cure and retained items?

Tenant owned improvements must be listed along with the tenants name, address and phone number so he can be notified by property management.

Sign and date the status report and the claim voucher when the parcel is secured and ready to be turned in for processing.

21. Check Delivery Instructions: Rev. 06-02-2010bc, if needed. Paperclip the instructions to the back of the Status Report

22. Appraisal Desk Review Form
23. **Appraisal Report/Market Estimate**: the parcel must contain an appraisal or a market estimate. In either case, review the report to make sure that the values agree with what is reflected in the deed, claim voucher, status report, Statement of Just compensation, etc.

   ___ Was the appraisal letter given to the owner?

25. **Retention Letter** from Property Management establishing the salvage value and required bond for major retentions. The original goes in the parcel and a copy is to be given to the owner.

26. **Performance Bond, Cashiers Check, or Money Order** (if any) Whether the owner submits a performance bond, cashiers check or money order, the original along with the Formal Retention Agreement (see below) should be hand carried to the Supervisor of the Property Management Unit for processing. The buyer will receive a receipt from the Property Management Supervisor, which the buyer is to place in the parcel prior to the parcel being turned in for processing.
   ___ Does the amount of the bond agree with the amount requested by the Property Management Unit?
   ___ Is the State named as beneficiary?

27. **Formal Retention Agreement** re: major retentions, if any. The original is to be sent to the Supervisor of the Property Management Unit along with the original performance bond. A copy of the agreement and bond is to be placed in the parcel.
   ___ Was the agreement signed and dated by the owner?
   ___ Did the buyer sign the agreement under State, and did he notarize the owner’s signature?
   ___ Were the proper adjustments made to the securing documents?

28. **Retention of Ownership** (fixtures and parts BFM 13-1, if any) original and 2 copies. List the minor items retained and the price the owner paid for each item.
   ___ Was the owner given a copy and was he told when the items needed to be moved?
   ___ Was the owner given the opportunity to retain land improvements and excess land.
   ___ The acceptance and status report must be adjusted to show the value of the retained items the.
   ___ Did the buyer deduct the value of the retained improvements from the land and improvements breakout on the deed, acceptance, claim voucher and status report?
   ___ If items were retained was the owner given a copy of the form.

29. **Notice of Items Treated as Personal Property** (BFM 13-2, if any) this form is to be completed when items are retained, major or minor items. The parcel should contain the original and 2 copies.

30. **Daily Relocation Notice** (in any) See e-mail dated 06-24-2010.
   ___ Within 24 hours of making the offer you are to email the Daily Notice, via pdf to Todd Clift, tclift@indot.in.gov and Jeff Hinrichs, jhinrichs@indot.in.gov. If a residence is involved and a settlement was made, submit a Revised Daily Notice. The securing docs must be adjusted to show the settlement.

**NOTE**: 1. If the appraisal notes a change is the highest and best use (or you or the owner suspect there is a change) and a business is occupying the property you must turn in a Daily Notice, they may be eligible for relocation. 2. You must turn in a notice for any personal property located in the area being acquired. Relo will determine if the owner is entitled to moving assistance.

31. **Relocation Papers** (if any)
32. Uniform Land or Easement Acquisition Offer Letter, dated 03-25-09sp / 04-22-09sp. The day the last interest receives the offer is the date the offer was given.

___ Was the offer made to all parties of interest?
___ Was the owner given 30 days to consider the offer?
___ The parcel must contain a complete copy of the offer with the exhibits: legal description(s) and land plat.
___ Must be given to all parties of interest i.e. owners, contract buyers, life estate, etc.?
___ Did the buyer sign and date the offer?
___ Does the amount of the offer agree with the appraisal?
___ If mailed the green card must be attached to page 3.

33. Receipt of Conveyance Instrument—each conveyance document must be listed on the receipt or individually on separate receipts. If separately, each receipt should reflect the amount of consideration paid on the respective instruments.

34. Taxes, See Memo dated April 18, 2008. On total or substantial acquisitions there must be copies of the paid tax receipts for the year or the payment/s needs to be voucher out. The deed is to have the tax clause on it, make sure the dates are correct. See Memo dated 11-14-08.

On minor acquisitions the tax clause is to be on the deed and the taxes paid to date except during the interim period.

35. Tax Memo Letter if any. (BM 8-12) on total or substantial takes or (BM 8-13) partial take during interim period.

36. Buyer’s Reports, Letters, and e-mails (attach most recent on top) these documents should be prepared whenever substantive matters of business are discussed, whether the discussions are with the owner, his representatives, mortgagees, lessees, office personnel, etc. Have buyer reports signed or initialed if you are meeting in person. Need to have code and parcel numbers on

___ Was Scope, Necessity, Effects and Terms explained to the owners?
___ Did the buyer follow up with the owner in a timely manner?
___ Were all questions and letters answered?
___ Was retention explained?
___ Was excess land explained?
___ Buyer made a good faith effort to buy / negotiate the acquisition of the property.

37. Miscellaneous (documents, memos, plats, etc.) Need to have parcel number and code on them.

38. Condemnation Report (if any)—If the parcel was previously condemned.

39. Right of Entry (if any)—If the parcel was previously condemned.

Reviewers are to pdf a copy to the appropriate district and fill in the LRS date.

39A. I-69 Irrevocable Right of Entry as of 4-21-10, two copies, must be marked “COPY”.

___ Forward the R of E, $500.00 voucher with “Incentive” written at the top and the W-9 to Steve Penturf within 24 hours of being signed.

* If you haven’t previously submitted the Vendor Information / W-9 for possessing, do so now.

40. Name Change with new deed & legal attached. Put two copies in the parcel.

___ Buyers are to submit a name change report with a copy of the new conveyance document and a copy of the original caption deed to the administrative assistance and Robert Hazzard.
___ Staff buyers and reviewers need to e-mail a pdf copy of the above information along with a copy of the caption deed from the title report to the appropriate district so the records can be changed.
41. Supplemental Title & Encumbrance Update. The parcel is to be submitted to INDOT within seven (7) days of the title being updated. Any changes must be addressed and or cleared. IT IS IMPERATIVE THAT NO INTEREST SET OUT IN THE TITLE INFORMATION BE OVERLOOKED – THERE SHOULD BE NO GAPS IN THE TITLE. EACH AND EVERY INTEREST MUST BE EITHER SECURED OR EXPLAINED BY AFFIDAVIT.

___ All liens must be cleared.
___ Taxes paid and/or current.
___ Use tabs to mark the Caption Deed & Mortgages

42. Title Report (Original)

43. PARCEL ENVELOPE: In the upper right hand corner of the parcel envelope print Secured along with the amount of the acquisition, the firm’s name and your name.

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ASSEMBLAGE AND CHECK LIST FOR CONDEMNED PARCELS

<table>
<thead>
<tr>
<th>Firm</th>
<th>LA Code</th>
<th>Parcel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

SPECIAL NOTES

A. Secured or condemned parcels must be assembled in this order to be accepted for evaluation.
B. Nonconforming parcels are subject to being rejected.
C. CODE and PARCEL NUMBER must be in the upper right hand corner of each page of the documents in the parcel. (Sales Disclosure Form, W-9, letters, e-mail, etc.)
D. Any VOID DOCUMENTS, i.e. offer letter, etc. should be marked “Void” at the bottom of the document and placed behind the current document.
E. Copies of document must be stamped “COPY” at the bottom of each page.
F. Remove duplicate copies of documents that are not needed.
G. Do not alter or change the margins on documents that are recorded.
H. Do not change or alter the conveyance documents or other forms without written approval. You must include a Memo in the parcel, item #2, explaining why the change was made and who approve it. There must be documentation confirming the approval in item #35.
I. Do not use colored ink on any notarized document. The only allowable exception is a red X to indicating where a document is to be signed, signature tabs are preferred.

1. Parcel Evaluation & Check List:
   ___ Fill in the top section of the Assemblage and Check List for Condemned Parcels along with the Condemned Parcel Evaluation form.

2. Memorandums and/or Special Letter:
   ___ Explain issues needing clarification: title issues, ownership issues,

3. Condemnation Report:
   ___ All questions must be answered.
   ___ Answers must be thought out and well written.
   ___ Must have: name with title, addressee and phone number of all contacts.
   ___ All important information must be covered even if it is in a letter or e-mail.
   ___ Insert n/a if question does not apply.

4. Sales Disclosure Form: see memo dated 08-16-2009sp
___ Complete the form except for the: price data, preparer info, seller’s info, owners’ signature
buyers info.
___ The code and parcel number must be printed in the top right hand corner of each page.
___ If the acquisition is not contiguous property or has multiple tax numbers you need 2 SDF.

5. **Buyer’s Reports, Letters, and e-mails** (attach most recent on top) these documents should be
prepared whenever substantive matters of business are discussed, whether the discussions are with
the owner, his representatives, mortgagees, lessees, office personnel, etc. Have buyer reports signed
or initialed if you are meeting in person. The code and parcel numbers must be on the documents.
___ Was Scope, Necessity, Effects and Terms explained to the owners?
___ Was retention explained?
___ Was excess land explained?
___ Was the owner told he could retain it?
___ Did the buyer follow up with the owner in a timely manner?
___ Were all questions and letters answered?
___ Buyer made a good faith effort to buy / negotiate the acquisition of the property.

6. **Name Change** with new deed & legal attached. Put two copies in the parcel.
   ___ Buyers are to submit a name change report with a copy of the new conveyance document and a
copy of the original caption deed to the administrative assistance and Robert Hazzard ASAP.
   ___ Staff buyers and reviewers need to e-mail a pdf copy of the above information along with a copy
   of the caption deed from the title report to the appropriate district so the records can be changed.

7. **Supplemental Title & Encumbrance Update.** The parcel is to be submitted to INDOT within
seven (7) days of the title being update. Any changes must be addressed and or cleared. IT IS
IMPERATIVE THAT NO INTEREST SET OUT IN THE TITLE INFORMATION BE OVERLOOKED.
THERE SHOULD BE NO GAPS IN THE TITLE. EACH AND EVERY INTEREST MUST BE EITHER
SECURED OR EXPLAINED BY AFFIDAVIT.
   ___ All liens must be listed.
   ___ Must list all taxes, paid and / or current.
   ___ List all special assessments, sewer ,drainage home owner fees
   ___ Use tabs to mark the Caption Deed & Mortgages

8. **Original title report**

9. **Daily Relocation Notice** (in any) See e-mail dated 06-24-2010.
   ___ Within 24 hours of making the offer you are to email the Daily Notice, via pdf to
   Todd Clift, tclift@indot.in.gov and Jeff Hinrich, jhinrichs@indot.in.gov. If a residence is
   involved and a settlement was made, submit a **Revised Daily Notice** with the settlement
   letter. The securing docs must be adjusted to show the settlement.

**NOTE:** 1. If the appraisal notes a change is the highest and best use (or you or the owner suspect
there is a change) and a business is occupying the property you must turn in a Daily Notice, they may
be eligible for relocation. 2. You must turn in a notice for any personal property located in the area
being acquired. Relo will determine if the owner is entitled to moving assistance.

10. **Miscellaneous Relocation Papers** (if any)

11. **Uniform Land or Easement Acquisition Offer Letter,** dated 03-25-09sp / 04-22-09sp. The day
the last interest receives the offer is the date the offer was given.
   ___ Was the offer made to all parties of interest?
   ___ Was the owner given 30 days to consider the offer?
   ___ The parcel must contain a complete copy of the offer with the exhibits: legal description(s)
and land plat.
___ Must be given to all parties of interest i.e., owners, contract buyers, life estate holders, etc.?
___ Did the buyer sign and date the offer?
___ Does the amount of the offer agree with the appraisal?
___ If mailed the green card must be attached to page 3.

___ Was the appraisal letter given to the owner?

13. Miscellaneous (documents, memos, plats, etc.) Need to have parcel number and code on them.

14. Right of Entry (if any) the parcel should contain the original and a copy of the right of entry. Reviewers are to pdf a copy to the appropriate district and fill in the LRS date.

14A. I-69 Irrevocable Right of Entry as of 4-21-10, two copies, must be marked “COPY”.
___ Forward the R of E, $500.00 voucher with “Incentive” written at the top and the W-9 to Steve Penturf within 24 hours of being signed.
* If you haven’t previously submitted the Vendor Information / W-9 for possessing, do so now.

15. ENVELOPE: with Original Conveying Instruments

16. Appraisal Desk Review Form:

17. Appraisal Report/Market Estimate: the parcel must contain an appraisal or a market estimate. In either case, review the report to make sure that the values agree with what is reflected in the deed, claim voucher, status report, Statement of Just compensation, etc.

18. PARCEL ENVELOPE: In the upper right hand corner of the parcel envelope print, CONDEMNED along with the amount of the offer, your name and the firms name.

Enclosure #72
STATUS REPORT

ROAD: U.S. 6
COUNTY: Noble
DATE: January 3, 2007

PROJECT: STP-212-9(011)
CODE: 4731
PARCEL: 3

THIS PARCEL WAS PURCHASED AS FOLLOWS:

NAME OF OWNER: Leona D. Wysong, fee owner; sold on contract to Philip & Violette Wysong AND Jay & Sandra Wysong

ADDRESS: Leona Wysong – 2379 W U.S. 6, Wawaka, IN 46794
Jay & Sandy Wysong – 2292 W 600 N, Wawaka, IN 46794
Philip & Violette Wysong – 2469 W U.S. 6, Wawaka, IN 46794

TELEPHONE NO.: Leona Wysong – not known
Jay & Sandy Wysong – 260.761.3841
Philip & Violette Wysong – 260.761.4109

THIS IS A: (x) -PARTIAL TAKE, (o) -TOTAL TAKE, (o) -TEMPORARY R/W ONLY
(x) -ACCESS RIGHTS ONLY,
( ) -TOTAL TAKE WITH EXCESS LAND
( ) -PARTIAL TAKE WITH EXCESS LAND,
( ) -OTHER Flood Easement only

1. LAND AND IMPROVEMENTS........................................ $ 270.00
2. EXCESS LAND........................................................... $ -0-
3. DAMAGES.............................................................. $ -0-
4. TOTAL CONSIDERATION PAID..................................... $ 270.00
5. LESS ADMINISTRATIVE SETTLEMENT.......................... $ -0-
6. SALVAGE VALUE OF RETAINED IMPROVEMENTS............ $ -0-
7. APPROVED APPRAISAL OFFER..................................... $ 270.00

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

a. Bought by INDOT: none

b. Retained by Owner (cost-to-cure): none

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

APPROVED

Signed (Negotiator)

- 191 -
INDIANA DEPARTMENT OF TRANSPORTATION  
DIVISION OF LAND ACQUISITION  
BUYER EVALUATION

DATE: _________________________________

PROJECT: _______________________________

CODE: __________ PARCEL: __________

BUYER: ________________________________

REVIEWER: ________________________________

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<thead>
<tr>
<th></th>
<th>Y</th>
<th>N</th>
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<tbody>
<tr>
<td>1.</td>
<td>Was parcel assembled correctly?</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Were conveyance instruments complete and accurate, and do they meet the legal requirements to convey title?</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Were all necessary documents in parcel? (admin. set., waiver, etc.)</td>
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<tr>
<td>4.</td>
<td>Were all interests and/or liens either released, waived, or explained by affidavit?</td>
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<tr>
<td>5.</td>
<td>Was parcel secured and questions answered in a timely manner?</td>
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</tr>
<tr>
<td>6.</td>
<td>Was parcel secured within target date?</td>
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</table>

Overall Rating: ______

5 - Excellent  4 - Good  
3 - Average  2 - Marginal
1 - Unsatisfactory

COMMENTS: ____________________________________________________________

______________________________________________________________________

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