

INDOT

Acquisition
Document

9DSE9

Scan Key	182242
LA Code	1822
Parcel No.	42
Owner	FREEZE DRY PROD., INC.

Need
DRAWER

14346
CARD

WARRANTY DEED

Project F-006-4(3)
Code 1822
Parcel 42

83-17291

This Indenture Witnesseth, That Freeze Dry Products, Inc., an Indiana Corporation

of Vanderburgh County, in the State of Indiana Convey and Warrant to
the STATE OF INDIANA for and in consideration of One Million Four Hundred Fifty-Two Thousand
Nine Hundred and No/100 (\$1,452,900.00) Dollars,
the receipt whereof is hereby acknowledged, the following described Real Estate in VANDERBURGH
County in the State of Indiana, to wit:

ALL OF BLOCK NUMBER TWENTY (20), INCLUDING VACATED ALLEYS, OF STOCKWELL'S ENLARGEMENT
OF THE CITY OF EVANSVILLE, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK E, PAGE 72, IN THE
OFFICE OF THE RECORDER OF VANDERBURGH COUNTY, INDIANA.

ALSO, LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT
(8) AND NINE (9) IN BLOCK TWO (2) IN BRINKMEYER'S ENLARGEMENT OF THE CITY OF EVANSVILLE AS
PER PLAT THEREOF, RECORDED IN PLAT BOOK C, PAGES 186 AND 187 IN THE OFFICE OF THE RECORDER
OF VANDERBURGH COUNTY, INDIANA.

TOGETHER WITH THE PERMANENT EXTINGUISHMENT OF ALL RIGHTS AND EASEMENTS OF INGRESS AND
EGRESS TO, FROM, AND ACROSS THE ABOVE-DESCRIBED REAL ESTATE, EXCEPTING ON ANY PART OF SAID
REAL ESTATE WHICH IS NOT UTILIZED IN THE LIMITED ACCESS PORTION OF THE ABOVE-DESCRIBED
PROJECT.

SUBJECT TO REAL ESTATE TAXES FOR 1983 PAYABLE 1984.

58 72695
Paid by Warrant No. 58 72694
Dated 7-21-1983

RECEIVED
FOR RECORD
AUG 29 11 20 AM '83
ESTELLA H. MOSS
RECORDER OF
VANDERBURGH COUNTY

NOT TAXABLE

AUG 29 1983 5769

Albie Mc Bride Auditor

Land and improvements \$ 1,452,900.00 Damages \$ None Total consideration \$ 1,452,900.00

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

It is understood between the parties hereto, and their successors in title, and made a covenant herein which shall run with the land, that all lands hereinbefore described (excepting any parcels specifically designated as easements or as temporary rights of way) are conveyed in fee simple and not merely for right of way purposes, and that no reversionary rights whatsoever are intended to remain in the grantor(s).

In Witness Whereof, the said Grantor

has hereunto set its hand and seal, this 7th day of July 1983

Freeze Dry Products, Inc., an Indiana (Seal) (Seal)

Corporation (Seal) (Seal)

(Seal) (Seal)

BY: Harold E. Kautzman (Seal) (Seal)

Harold E. Kautzman, President

(Seal) (Seal)

ATTEST: Harry P. Dees (Seal) (Seal)

Harry P. Dees, Secretary

(Seal) (Seal)

JUL 12 1983

7-6-83 KH



This Instrument Prepared by John W. Brossart

STATE OF INDIANA, County, ss:
Before me, the undersigned, a Notary Public in and for said County and State, this
day of, A. D. 19.....; personally appeared the within named.....

..... Grantor in the above conveyance, and acknowl-
edged the same to be voluntary act and deed, for the uses and purposes herein mentioned.
I have hereunto subscribed my name and affixed my official seal.

My Commission expires..... Notary Public

STATE OF INDIANA, Vanderburgh County, ss:
Before me, the undersigned, a Notary Public in and for said County and State, this 7th
day of July, A. D. 1983; personally appeared the within named Freeze Dry
Products, Inc By Harold I. Kaufman, President, Attest
Harry A. Dees, secretary Grantor in the above conveyance, and acknowl-
edged the same to be 1st voluntary act and deed, for the uses and purposes herein mentioned.
I have hereunto subscribed my name and affixed my official seal.

My Commission expires September 7 1984 Philip V. Wertenberger Notary Public
Philip V. Wertenberger of
Dallas County

STATE OF INDIANA, County, ss:
Before me, the undersigned, a Notary Public in and for said County and State, this
day of, A. D. 19.....; personally appeared the within named.....

..... Grantor in the above conveyance, and acknowl-
edged the same to be voluntary act and deed, for the uses and purposes herein mentioned.
I have hereunto subscribed my name and affixed my official seal.

My Commission expires..... Notary Public

The undersigned, owner of a mortgage and/or lien on the land herein conveyed, hereby releases from said mortgage
and/or lien said conveyed land, and does hereby consent to the payment of the consideration therefor as directed in this trans-
action, this day of, 19.....

..... (Seal) (Seal)
..... (Seal) (Seal)

State of..... }
County of..... } ss:

Personally appeared before me.....
..... above named and duly acknowledged the execution of the above release
the day of, 19.....

Witness my hand and official seal.

My Commission expires..... Notary Public
JUL 12 1983
H.H.

WARRANTY DEED
FROM
TO
STATE OF INDIANA
Received for record this
day of, 19.....
at o'clock..... m, and
Recorded in Book No..... page.....
Recorder..... County.....
Endorsed NOT TAXABLE this
day of, 19.....
Auditor..... County.....
Division of Land Acquisition
Indiana State Highway Commission
Indiana Department of Highways

1822

Sheet 1 of 2

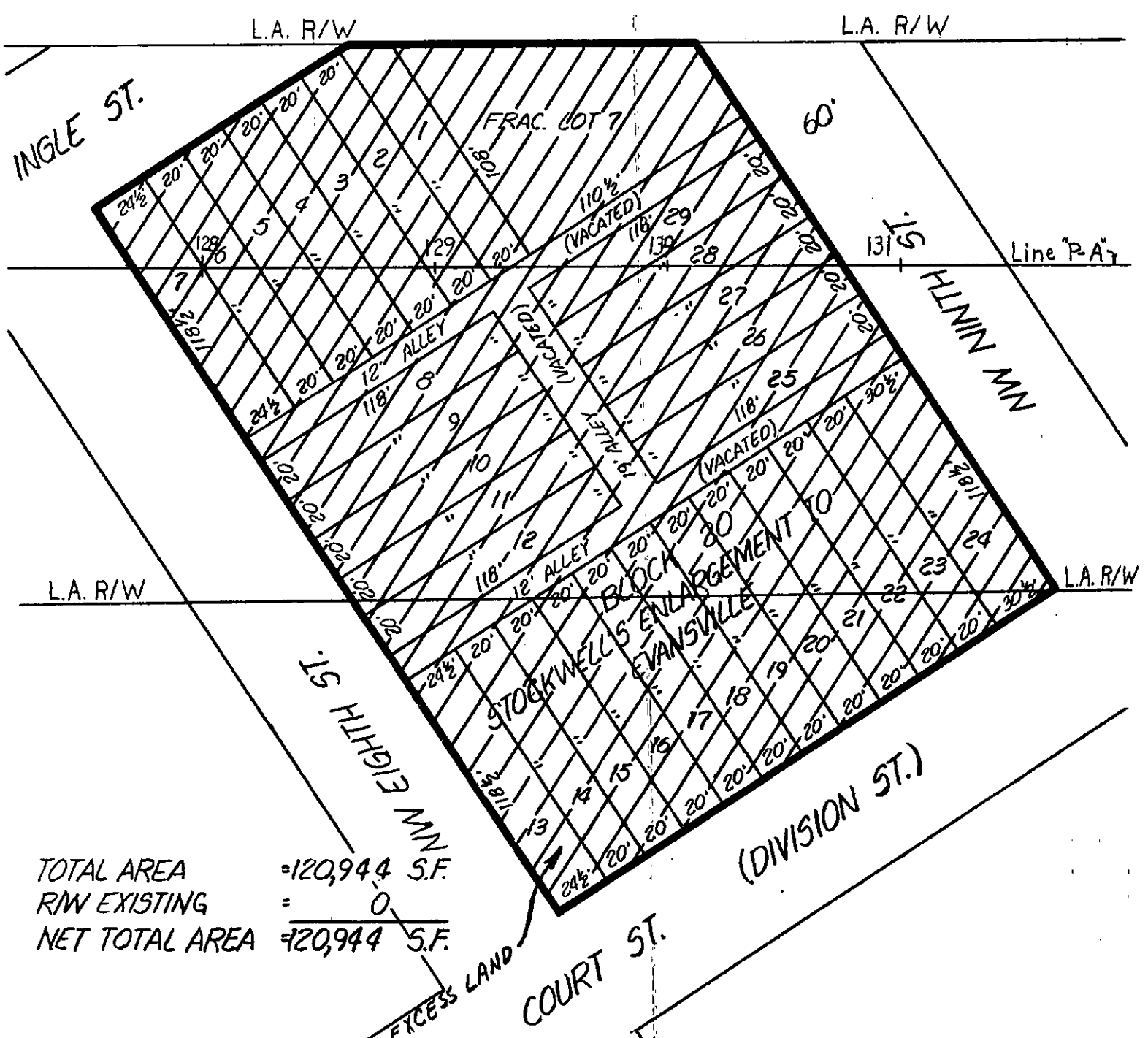
PARCEL NO. 42 OWNER: FREEZE DRY PRODUCTS, INC. DRAWN BY: G.L. Smith 9-25-81
 PROJECT NO. F-006-4(3) DEED RECORD 64, PAGE 469, DATED 5-6-95 CHECKED BY: J.S. Mitchell 10-6-81
 ROAD NO. S.R. 66 " " 133, " 398, " 9-22-21
 COUNTY: VANDERBURGH " " 266, " 1, " 3-20-46
 SECTION: 30 " " 349, " 157, " 6-26-53
 TOWNSHIP: 65.
 RANGE: 10W. ARTICLES OF ASSOCIATION BOOK 40, PAGE 288, DATED 7-31-64



HATCHED AREA IS THE APPROXIMATE TAKING

SCALE: 1" = 60'

PENNSYLVANIA ST. (ANN ST.)



TOTAL AREA = 120,944 S.F.
 R/W EXISTING = 0
 NET TOTAL AREA = 120,944 S.F.

1822

Sheet 2 of 2

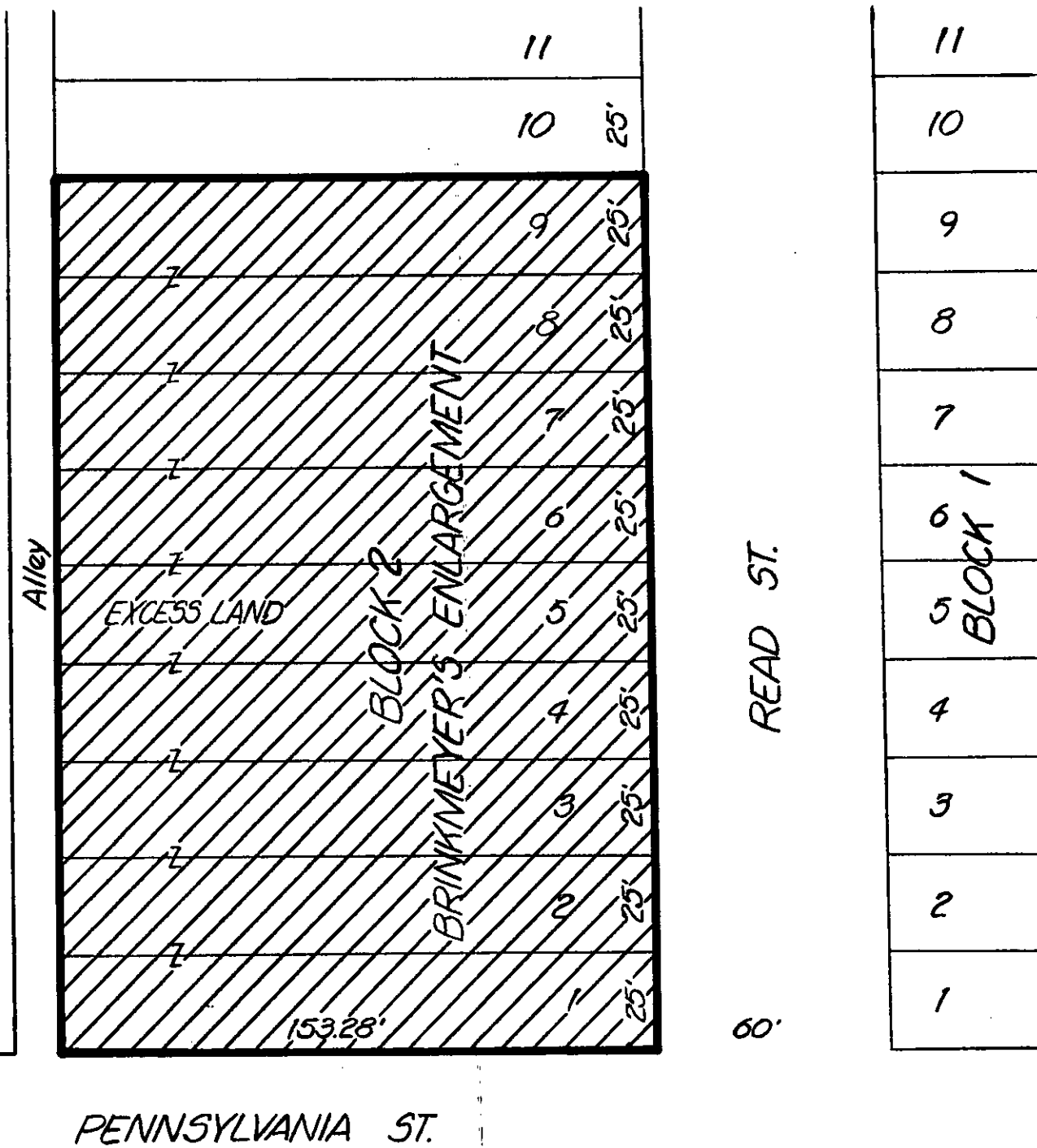
PARCEL NO. 42
PROJECT NO. F-006-4(3)
ROAD NO. S.R.66
COUNTY : VANDERBURGH
SECTION : 19
TOWNSHIP: 6S.
RANGE : 10W.

OWNER: FREEZE DRY PRODUCTS, INC. DRAWN BY: G.L. Smith 10-18-82
DEED RECORD 519, PAGE 314, DATED 6-14-68 CHECKED BY: J. K. HEISTAND 10-18-82
" " 556, " 509, " 5-13-71



HATCHED AREA IS THE APPROXIMATE TAKING

SCALE: 1" = 40'



WARRANTY DEED

Project F-006-4(3)
Code 1822
Parcel 42

This Indenture Witnesseth, That

of County, in the State of Convey and Warrant to the STATE OF INDIANA for and in consideration of

Dollars, the receipt whereof is hereby acknowledged, the following described Real Estate in Vanderburgh County in the State of Indiana, to wit:

All of Block number Twenty (20), including vacated alleys, of Stockwell's Enlargement of the City of Evansville, the plat of which is recorded in Plat Book E, page 72, in the Office of the Recorder of Vanderburgh County, Indiana.

Also, Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8) and Nine (9) in Block Two (2) in Brinkmeyer's Enlargement of the City of Evansville as per plat thereof, recorded in Plat Book C, pages 186 and 187 in the office of the Recorder of Vanderburgh County, Indiana.

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

Land and improvements \$ Damages \$ Total consideration \$

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

It is understood between the parties hereto, and their successors in title, and made a covenant herein which shall run with the land, that all lands hereinbefore described (excepting any parcels specifically designated as easements or as temporary rights of way) are conveyed in fee simple and not merely for right of way purposes, and that no reversionary rights whatsoever are intended to remain in the grantor(s).

In Witness Whereof, the said

has hereunto set hand and seal, this day of 19

(Seal) (Seal)

(Seal) (Seal)

(Seal) (Seal)

(Seal) (Seal)

(Seal) (Seal)

(Seal) (Seal)

(Seal) (Seal)



AGREEMENT FOR SERVICES OF AN EXPERT

Project F-006-4 (3) Parcel #42 Road S.R. #66 County Vanderburgh

This agreement made and entered into this 19th day of April, 19 83 by and between the State of Indiana, through the Indiana Department of Highways, 100 North Senate Avenue, Indianapolis, Indiana, hereinafter referred to as the Department and (name) Ronald C. Grzybowski (address) 114 Luray Ave., N.W., Grand Rapids, Michigan 49504 hereinafter referred to as Expert.

WHEREAS, the parties hereto mutually agree, that for the consideration hereinafter specified, the Expert will furnish a value estimate of the machinery, equipment and property located in the buildings of Freeze Dry Products, Inc., subject to the terms, conditions and general provisions set forth in this agreement and to any other provisions incorporated hereby by attachment and made a part hereof, as though fully rewritten herein.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES THAT:

- (1) The Department requiring an Expert in the field of: Machinery, equipment and property valuation and (name) Ronald C. Grzybowski represents that by reason of his education, training and experience is qualified to evaluate machinery, equipment and property.
- (2) The Expert shall provide the necessary services pursuant to the ethics and usage of his profession and in a good and workmanlike manner.
- (3) The Department will furnish instructions concerning the value to be estimated, said instructions and hereto attached, market Exhibit "B".
- (4) Expert shall furnish the Department a written signed report setting forth the date of the value estimate and a resume outlining the methods used in arriving at the estimated cost of completion.
- (5) It is agreed by and between the parties that, should any disputes arise concerning questions of fact in connection with this contract, which questions are not covered by this agreement, the matter shall be referred to the Chief Division of Land Acquisition of the Indiana Department of Highways for final determination, if required.
- (6) This agreement is not assignable by the Expert either in whole or in part.
- (7) It is agreed by and between the parties, that the Expert will save the State harmless from any and all claims of damages and liabilities due to the activities of said expert, his agents or employees.
- (8) It is agreed by an between the parties, that the Expert will comply with all Federal, State and local laws and ordinances which may be applicable to the nature and scope of the work involved.
- (8A) And, it is made an essential part of this contract that the Expert agrees to execute without reservation, the affidavit as furnished by the Department, Exhibit "A".
- (9) All information contained in the report, and all parts thereof, are to be treated as a privilege communication. The Expert shall take all necessary steps to insure that neither he nor any member of his staff or organization divulges any information concerning the report except to a duly authorized representative of the Indiana Department of Highways or of the Office of the Attorney General of Indiana.
- (10) On completion of the report the Expert shall present to the Department a claim-voucher duly executed on forms and in the manner prescribed by the State Board of Accounts and the Indiana^A Department of Highways for the services performed under the Agreement.
- (11) The Expert warrants that he has not employed or retained any company or person, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, any fee, commission, percentage, brokerage fee, gifts, or any other considerations, contingent upon or resulting from the making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability.

- (12) The contractor and his sub-contractor, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his hire, tenure, terms, condition or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this contract.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Page 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulation, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Highways or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Department of Highways, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract the State Department of Highways shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (a) withholding of payment to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Department of Highways or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a litigation with a subcontractor or supplier as a result of such direction, the

(Form approved by the Attorney General)

NON-COLLUSION AFFIDAVIT

Michigan
STATE OF ~~INDIANA~~)
COUNTY OF Kent) SS:

The undersigned, being duly sworn upon his oath says, that he is the contracting party, on this project or, that he is the representative, agent, member, or officer of the contracting party, on this project that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract for this project other than that which appears upon the face of the contract.

BY: *Donald C. Grzybowski*
(Individual Signature)
DELTA CONSULTING SERVICES, INC.
(Print or Type Firm Name)

Before me a Notary Public in and for said county and State personally appeared RONALD C. GRZYBOWSKI, this 20th day of APRIL 1983, who acknowledged the foregoing.

Patricia L. Grzybowski
Notary Public
PATRICIA L. GRZYBOWSKI
Notary Public, Kent County, Michigan
My Commission Expires January 13, 1985
(Notary Print or Type Name)

County of Residence: KENT

My commission expires:

PATRICIA L. GRZYBOWSKI
Notary Public, Kent County, Michigan
~~My Commission Expires January 13, 1985~~

(Seal)

EXHIBIT "B"

The values to be estimated shall be shown and documented as follows:

Cost New - Source

Depreciation - Kind and how estimated

Value in Use -

Salvage Value - How estimated, if any

It will be acceptable to describe in narrative form the type/s of depreciation estimated if a key is used to show what type/s of depreciation are applicable to each item.

The Expert will provide a sketch, suitably labeled, to show the location of each major piece of machinery, equipment or property. Minor items may be grouped by room.

PROJECT: F-006-4 (3)

PARCEL: # 42

CODE: 1822

THE CORPORATE AUTHORITY AFFIDAVIT

STATE OF INDIANA }
COUNTY OF Vanderburgh } SS:

Harry P. Dees, being first duly sworn upon his oath

deposes and says:

That he is duly elected Secretary of the Freeze Dry Products, Inc.
(Corporation)

an Indiana Corporation; that the following resolution was duly adopted
(Name)

at a regular meeting of the Board of Directors of said corporation held on

June 27, 1983, and has not since been revoked, to-wit:
(Date)

"Resolved, that the President, Harold E. Kautzman
(President)

shall be, and he is hereby, authorized
to convey to the State of Indiana real estate of this corpora-
tion, and to execute all necessary instruments in connection
therewith; and said conveyance shall be attested by the
Secretary, Harry P. Dees of this
(Secretary)

corporation, who shall affix the corporate seal thereto; that
said corporation shall be bound by all instruments executed
by said officers under powers herein stated."

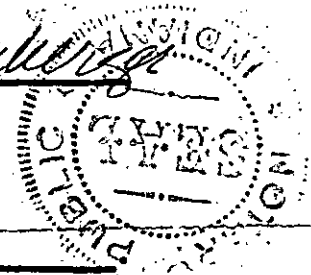
Harry P. Dees
Corporation Secretary
Harry P. Dees

Subscribed and sworn to before me this 7th day
of July, 1983.

My County of residence is
Daviess County

Philip V. Wertenberger
Notary Public
Philip V. Wertenberger

My Commission expires September 7 1988.



This instrument was prepared by Philip V. Wertenberger

For Lessee:
(Company name)

Bentley Bros Inc
Dem M. Bethel Pres
Name and title, Printed

Date: 8-8-02

For Lessor:
State of Indiana, through
Indiana Department of Transportation

By: [Signature] (for)
J. Bryan Nicol, Commissioner,
Indiana Department of Transportation

Date: August 14, 2002

State of Indiana)
County of Howard) ss:

Before me, a notary public in and for said county and state, personally appeared Daniel M. Bethel, who acknowledged execution of the foregoing Lease this 8 day of August, 2002

Notary signature: [Signature]

Notary name printed: Diana L. Craig
I reside in Howard County, IN. My commission expires 5/04/04

State of Indiana)
County of Marion) ss:

Before me, a notary public in and for said county and state, personally appeared Richard F. Smutzer, on behalf of the Indiana Department of Transportation, who acknowledged execution of the foregoing Lease this 14th day of August, 2002

Notary signature: [Signature]

Notary name printed: Harriet D. Briggs
I reside in Marion County, IN. My commission expires 6/25/09

Department of Administration
[Signature] (for)
Glenn R. Lawrence, Commissioner

Date: 8-28-02

State Budget Agency

Joseph L. Nie
Marilyn F. Schultz, Director

Date: 4/6/02

“Form approval has been granted by the Attorney General pursuant to IC 4-13-2-14.3(e) on June 3, 2002”.

This document was prepared by Indiana Department of Transportation, 100 N. Senate Avenue, Room N955, Indianapolis, IN 46204.



NON-COLLUSION AFFIDAVIT

State Form 4391

STATE OF INDIANA

COUNTY OF

Warrick

} SS:

The undersigned, being duly sworn on oath says, that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

Signature	<u>Dennis M. Benthall</u>
Printed Name	<u>Dennis M. Benthall</u>
Title	<u>Pres.</u>
Company	<u>Benthall Bros. Inc</u>

Before me, a Notary Public in and for said County and State personally appeared, Dennis M. Benthall
who acknowledged the truth of the statements in the foregoing affidavit on this 8 day of Aug 2002

County of Residence		Commission Expiration Date	Notary Signature
<u>Warrick</u>		<u>5/04/04</u>	<u>Diana L. Craig</u>
			Notary's Name (Print or Type)
			<u>Diana L. Craig</u>

1822-42

MODERN LIQUIDATORS INC.
3910 INDUSTRIAL BOULEVARD
INDIANAPOLIS, INDIANA 46254
317-293-7111

ELLIOTT NELSON
MAX NELSON
DARYL W. BRANNEMAN

CONTRACT FOR SALE OF PERSONAL PROPERTY

This agreement made and entered into this 12th day of August, 1983, between MODERN LIQUIDATORS, INC. and the Indiana Department of Highways (hereinafter referred to as the Department).

The Department hereby grants unto MODERN LIQUIDATORS, INC. the exclusive right and authority to sell by private treaty and at public auction the personal property belonging to the Department and described as follows:

The personal property contained in Freeze Dried Products, Inc. located at 321 N.W. Eighth Street, Evansville, Indiana in Vanderburgh County, further described as Parcel #42 on the Department's Project F-006-4(3).

The sale of said personal property shall be conducted at the above site on dates to be later announced.

Terms of sale of personal property shall be cash or cashier's check to seller at time of sale. All sales will be as is, where is, and all items will be sold.

The undersigned hereby warrant that they are sole owner of the personal property above described except as otherwise noted.

The Department agrees to pay MODERN LIQUIDATORS, INC. 15% commission on all proceeds of the sale of the above property by private treaty or public auction.

Costs for clerking and cashier shall be paid by MODERN LIQUIDATORS, INC.

Costs of advertisement and labor shall be paid by MODERN LIQUIDATORS, INC. Labor costs for which MODERN LIQUIDATORS, INC. are responsible include the provision of a security person on the premises at Freeze Dried Products at all times prior to sale. Said security to begin upon notice to proceed from the Department and to continue until all personal property is removed from the site.

The Department agrees that all expenses incurred for the advertisement, promotion and conducting said sale as above agreed, shall be paid by MODERN LIQUIDATORS, INC. and that the commission shall be deducted from sale proceeds before dispersal.

One Hundred Twenty (120) days from the date of the notice to proceed shall be allowed for MODERN LIQUIDATORS, INC. to complete the sale and clear the building of all equipment and debris.

During the performance of this contract MODERN LIQUIDATORS, INC. will comply with the Regulations of the Department of Transportation relative to non-discrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Prior to the acceptance of this agreement, MODERN LIQUIDATORS, INC. will submit a performance bond in the amount of One Hundred Thousand Dollars (\$100,000.00).

MODERN LIQUIDATORS, INC. shall provide Liability Insurance including coverage for the Department in the amount of One Hundred Thousand Dollars (\$100,000.00). Said insurance shall be in effect during the period of the contract. A copy of the insurance policy shall be furnished to the Department.

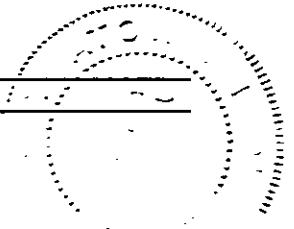
This contract is enforceable without relief from valuation and appraisal laws with attorneys fees.

We have read the foregoing contract and understand the contents thereof; we further represent that the statements herein made by us are true to the best of our knowledge; that this contract contains and sets out the entire agreement of the parties.

It is mutually agreed that this contract shall be binding and obligatory upon the undersigned, and their separate heirs, administrators, executors, assigns and successors in interest of the undersigned.

The undersigned accepts this Contract for Sale of Private Property and agrees to the terms thereof this 12th day of August, 1983.

Firm or Individual *Daryl W. Branneman*
Modern Liquidators, Inc.



A C K N O W L E D G M E N T

State of Indiana, County of Marion, SS:
Before me, the undersigned Notary Public in and for said County, personally appeared Daryl W. Branneman and acknowledged the execution of the foregoing contract on this 12th day of August, 1983.
Witness my hand and seal the said last named date.

My Commission expires:
February 27, 1987

County of Residence:
Morgan

Vicki A. Wilson
Notary Public
Vicki A. Wilson

IN WITNESS WHEREOF, the parties thereto, have hereunto affixed their signatures on this 12th day of September, 1983.

STATE OF INDIANA

Gene K. Hallock
GENE K. HALLOCK
DIRECTOR
INDIANA DEPARTMENT OF HIGHWAYS

A C K N O W L E D G M E N T

State of Indiana, County of Marion, SS:

Before me, the undersigned Notary Public in and for said County, personally appeared GENE K. HALLOCK Director of the Indiana Department of Highways and acknowledged the execution of the foregoing contract on this 12th day of September, 1983.

Witness my hand and seal the said last named date.

My Commission expires:

June 17, 1985

County of Residence:

Johnson

Hildreth L. Smith
Notary Public
Hildreth L. Smith

Examined and approved as to legality and form this 13th day of September, 1983.

Paul R. J. Co. Rye
Attorney General of Indiana

This contract is based on Approved Standard Form Adopted by Indiana Auctioneers Association, Inc. for Use by Members Only.