

Easement Documentation Report

for the

Sinks of Indian Creek

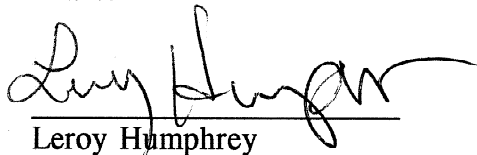
Harrison County, Indiana

Prepared January 1997
by Allen Pursell, Blue River Project Manager
The Nature Conservancy
Corydon, Indiana

**Conservation Easement Documentation Report for the Sinks of Indian Creek
Harrison County, Indiana**

Leroy Humphrey, Grantor in that Conservation Easement covering the tract of land referred to above and Jane Prohaska, a representative of The Nature Conservancy, Grantee in that Conservation Easement covering the tract of land referred to above, acknowledge and agree that the attached report, consisting of 15 pages (including appendices, maps and photographs) is an accurate representation of the existing natural features, structures, improvements and conditions of the property covered by that Conservation Easement from Grantor to The Nature Conservancy as of 1/13/97, the date of the conveyance of the Easement to the Conservancy.

Grantor


Leroy Humphrey

Grantee

The Nature Conservancy

By: _____
Jane Prohaska, Vice-President

State of Indiana
County of Harrison

On this 13th day of January, 19 97, before me a Notary Public, personally appeared Leroy Humphrey to me known to be the person named in and who executed the foregoing and acknowledged that he executed the same as his voluntary act and deed.


Notary Public Rita Lynn Mousty

My commission expires March 25, 1997
My County of Residence is: HARRISON

State of Minnesota

Conservation Easement Documentation Report for the Sinks of Indian Creek
Harrison County, Indiana

Leroy Humphrey, Grantor in that Conservation Easement covering the tract of land referred to above and Dennis McGrath, a representative of The Nature Conservancy, Grantee in that Conservation Easement covering the tract of land referred to above, acknowledge and agree that the attached report, consisting of 15 pages (including appendices, maps and photographs) is an accurate representation of the existing natural features, structures, improvements and conditions of the property covered by that Conservation Easement from Grantor to The Nature Conservancy as of 1/13/97, the date of the conveyance of the Easement to the Conservancy.

Grantor

Grantee

The Nature Conservancy

Leroy Humphrey

By: Dennis J. McGrath
Dennis McGrath, Vice-President

State of Indiana
County of Harrison

On this _____ day of _____, 19____, before me a Notary Public, personally appeared _____ to me known to be the person named in and who executed the foregoing and acknowledged that he executed the same as his voluntary act and deed.

Notary Public

My commission expires _____

State of Indiana
County of Marion

On this 13 day of JANUARY, 1997, before me a Notary Public, personally appeared Dennis J. McGrath to me known to be the person named in and who executed the foregoing and acknowledged that he executed the same as his voluntary act and deed.

Deborah E. Schultz
Notary Public Deborah E. Schultz
Residing in Johnson County
My commission expires May 13, 1999

Background Information

This report seeks to document the current condition of a single tract containing the Sinks of Indian Creek property as baseline information to monitor changes in the tract over time. As holder of the conservation easement, The Nature Conservancy (the Conservancy) hopes to protect the natural features of the property, including the hydrologic integrity of the Sinks of Indian Creek and the troglobitic community found therein.

Location and Directions to the Property

The property is located in Section 3 of Township 4 South, Range 3 East, in Harrison County, Indiana (Map 1). By car take Interstate 64 to the Corydon exit. Go south on State Road 135 3.5 miles. Turn right on Heidelberg Road. Go 1.3 miles and turn right on Steam Engine Road. Continue straight on Steam Engine 0.6 miles until it stops at a dead end (Map 2). The property follows Indian Creek west (downstream) and consists in part of the wooded bluff overlooking the creek including the creek from bank to bank (Map 3).

Legal Information

Rights of the Conservancy

The following list of rights and restrictions are contained within the Conservation Easement granted by Leroy Humphrey to The Nature Conservancy as recorded in the Recorder's Office, Harrison County, Indiana.

1. The right of the Conservancy to enforce by proceedings at law or in covenants herein set forth. This right shall include, but shall not be limited to, the right to bring an action in any court of competent jurisdiction to enforce the terms of this agreement, to require the restoration of the Protected Property to the condition required by this Conservation Easement, to enjoin non-compliance by appropriate injunctive relief, and/or to recover damages arising from non-compliance. The Conservancy does not waive or forfeit the right to take action as may be necessary to ensure compliance with the covenants and purposes of grant by any failure to act. Nothing herein shall be construed to entitle the Conservancy to institute any enforcement proceeding against the Grantor for any changes to the protected property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, civil or military authorities undertaking emergency action or unauthorized wrongful acts of third parties.
2. The right of the Conservancy to enter the Protected Property, in a reasonable manner and at reasonable times, but always upon prior notice to the Grantor, for the purposes of:

- (a) Inspecting the Protected Property to determine if the Grantor is complying with the covenants and purposes of this grant; and
- (b) Observing and studying nature and making scientific and educational observations and studies in such a manner as will not disturb the quiet enjoyment of the Protected Property by the Grantor; and
- (c) Inspecting for present and future populations of federal and state listed threatened and endangered species and taking management actions to enhance such populations which do not interfere with rights reserved by Grantor herein or with uses of the Protected Property by Grantor which are permitted by the terms of this Conservation Easement.

Definitions

The term "Sinks of Indian Creek" as used in this Conservation Easement refers to a series of sinkholes immediately adjacent to and within the streambed of Indian Creek that divert a substantial volume of water underground into a system of subterranean passages.

General Covenants Regarding the Protected Property

The following conditions correspond to the covenants listed in the Conservation Easement. Conditions during June 1996 are noted following each covenant. Conditions were noted by Allen Pursell, who spent one day on the property in June 1996 inspecting the property and establishing photo points (Map 4). Additional information was obtained from aerial photography.

A. Uses. There shall be no commercial or industrial activity undertaken or allowed; nor shall any right of passage across or upon the Protected Property be allowed or granted if that right of passage is used in conjunction with commercial or industrial activity.

There was no evidence of industrial or commercial activity.

B. Buildings. There shall be no construction or placing of buildings, mobile homes, advertising signs, billboards, other advertising material, or other structures on the Protected Property.

There was no evidence of buildings, mobile homes, advertising signs, billboards, or other advertising material on the protected property. The only structures found on the protected property are the two concrete and stone dams near the Sinks.

C. Topography. There shall be no dredging or filling. There shall be no excavating, mining or drilling, or removal of any topsoil, sand, gravel, rock, minerals, or other materials. There shall be no change in the topography of the land in any manner.

A stream diversion channel reportedly constructed by the Works Progress Administration in the 1930's exists along Indian Creek. This diversion was constructed together with two dams in such a manner as to divert water around the Sinks of Indian Creek so the flow of water would continue downstream. It is probable that some water from Indian Creek is diverted through this channel during periods of high flow. Topographic modification associated with the construction of Steam Engine Road and field access routes were also noted.

D. Dumping and Storage Tanks. There shall be no dumping of trash, ashes, garbage or other unsightly or offensive material, especially including hazardous waste or toxic waste. No storage tanks shall be located on the Protected Property.

A large pile of rubbish consisting of household and farm trash was found located within the protected property (Map 5). There was no indication that any storage tanks or containers exist on the protected property.

E. Easements. There shall be no conveyance of any additional easement for any purpose, including but not limited to road or utility, upon or within the Protected Property.

No easements other than the right-of-way along Steam Engine Road are known to exist within the Protected Property.

F. Water. There shall be no manipulation or alteration of natural water courses, or other activities or uses of the Protected Property detrimental to the purity, quality, or quantity of water entering the Sinks of Indian Creek.

Two concrete diversionary dams reported to have been constructed by the Works Progress Administration are located within the Protected Property (Map 5). These two structures were constructed with the intent of preventing the Sinks from capturing water from Indian Creek. The effect of the dams upon the quantity and quality of water entering the Sinks is not known.

G. Pesticides. There shall be no spraying with pesticides, insecticides or herbicides.

Herbicide use within and adjacent to the Protected Property has been common as part of agricultural practices for many years. No evidence of other pesticide use was found.

H. Roads. There shall be no new roads built. Existing roads may be maintained but shall not be widened or improved.

An unimproved segment of Steam Engine Road, a designated Harrison County road, is located on the Protected Property. Although the road has never been officially vacated, in recent years it has been maintained only as a one-lane dirt trail for occasional vehicular use. A public right-of-way presumably exists along the road.

I. Vehicles. There shall be no operation of snowmobiles, dunebuggies, motorcycles, all-terrain vehicles or other types of motorized vehicles except in conjunction with authorized activities set out herein.

There was evidence of all-terrain vehicle use within portions of the Protected Property. There was also ample evidence of skidders and other wheeled logging equipment used during the winter of 1995 as part of a timber harvest within the Protected Property.

J. Vegetation. Except in conjunction with authorized activities there shall be no removal, destruction, cutting, mowing or alteration of any vegetation or change in the natural habitat in any manner. There shall be no introduction or planting of non-native species.

A diameter limit timber harvest during the winter of 1995 removed merchantable timber larger than and including the 18" diameter class within the Protected Property. In addition, agricultural fields adjacent to and within the Protected Property were harvested or mown during 1995.

Exotic plants found within the Protected Property included tree-of-heaven, multiflora rose, crownvetch, and privet.

K. Animals. There shall be no hunting, trapping, or seining, except as necessary for ecological management. There shall be no domestic livestock or other animals confined or allowed to graze on the Protected Property.

There was no evidence of current domestic animal production nor of deliberate introduction of any non-native animals.

Reserved Rights

Except as expressly set forth herein, the Grantor reserves for himself, his heirs, successors, and assigns all rights as owner of the Protected Property, including the right to use the property for all purposes not inconsistent with this grant and including the following specific rights, which are hereby expressly reserved by the Grantor to and for himself and his heirs, successors, and assigns:

A. The Grantor may undertake the maintenance, repair, reconstruction, replacement, or demolition of existing roads, trails, and fences, and to implement and maintain any measures necessary to control erosion on or along the roads or trails. Furthermore, Grantor reserves the right to gate or control access to the roads and trails provided that the Conservancy is provided access to conduct activities herein authorized.

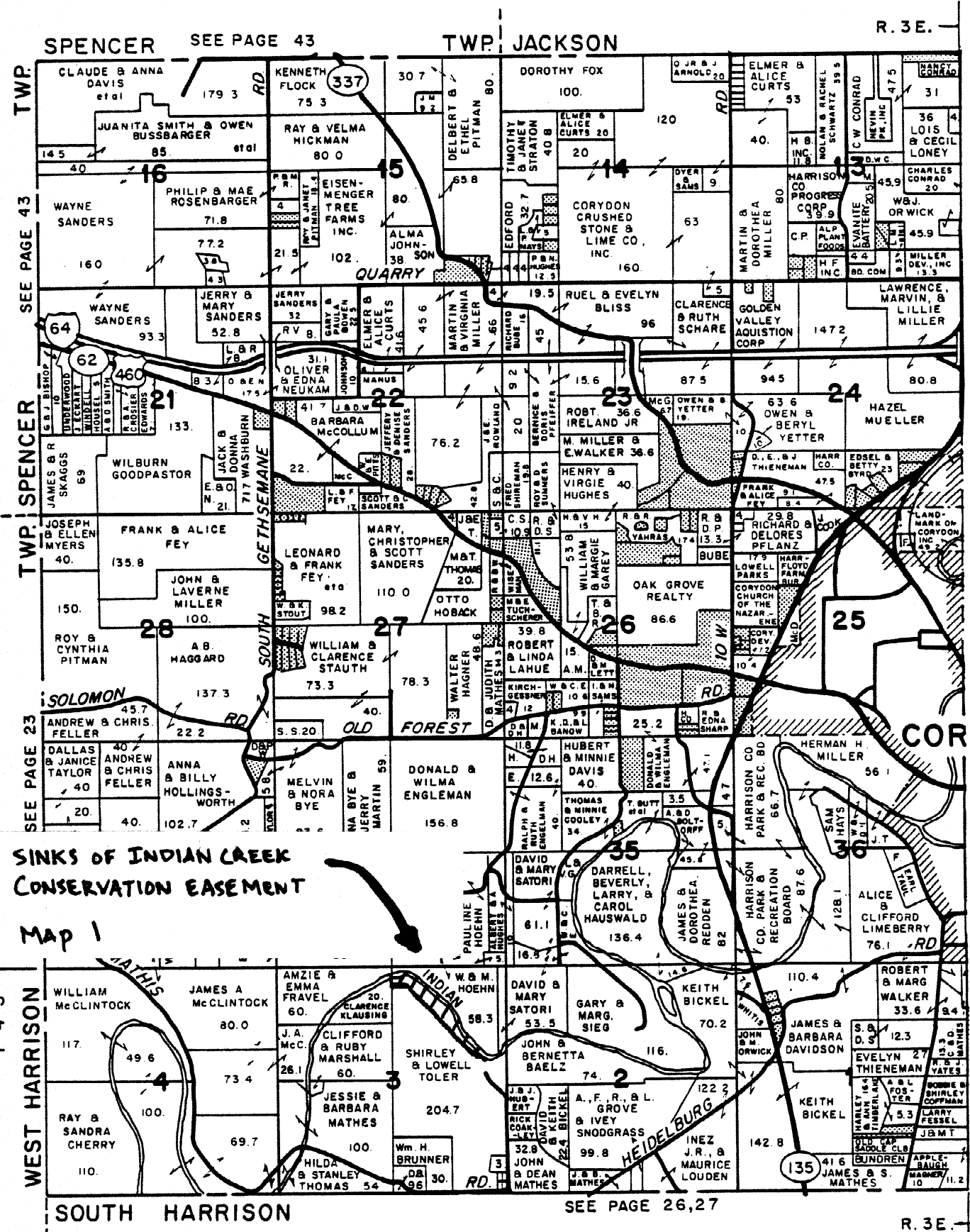
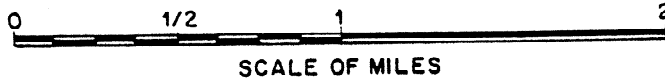
B. The Grantor retains the right to access, to post boundaries, and use all portions of the Protected Property in compliance with the terms and conditions herein stated.

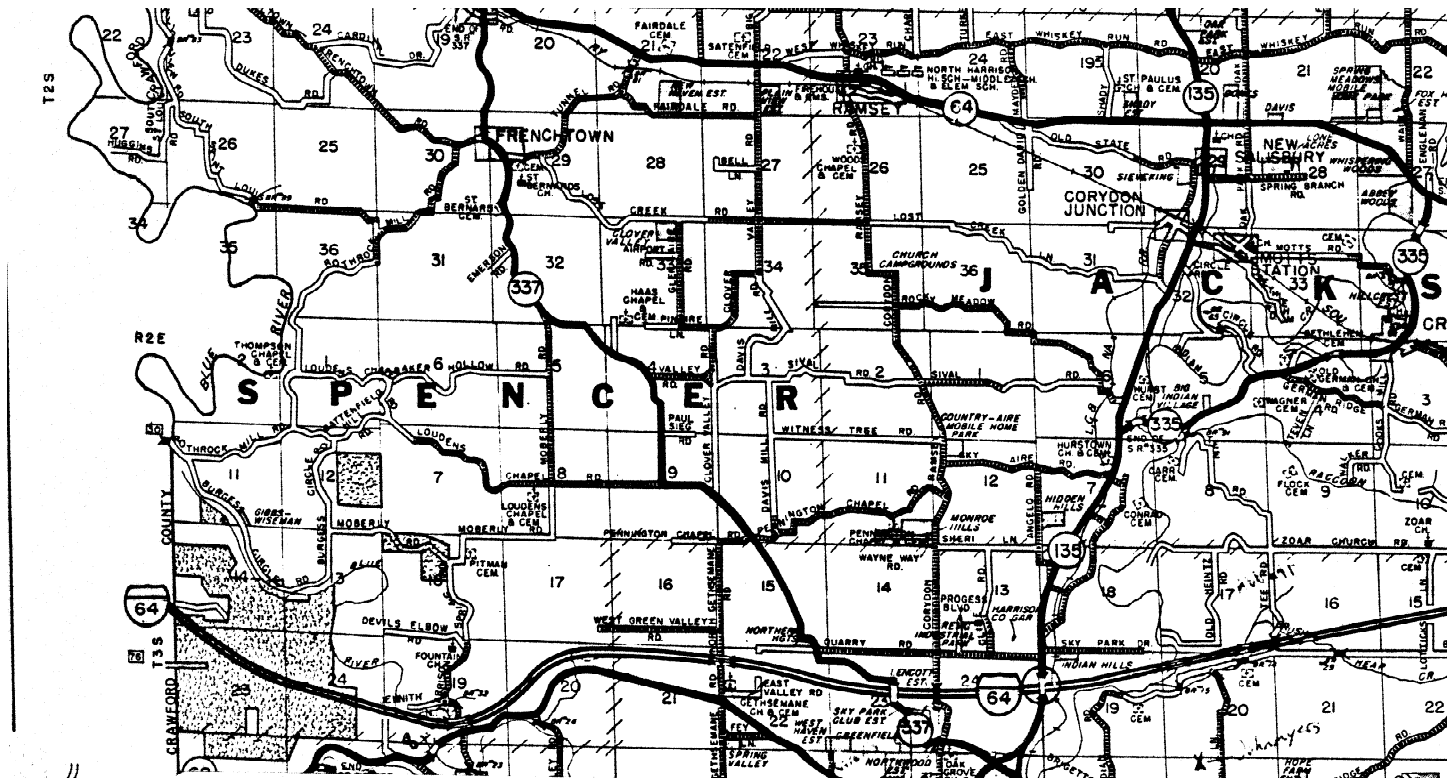
Boundaries were not posted.

C. Nothing herein shall be construed as affording the public access to any portion of the land subject to this Conservation Easement.

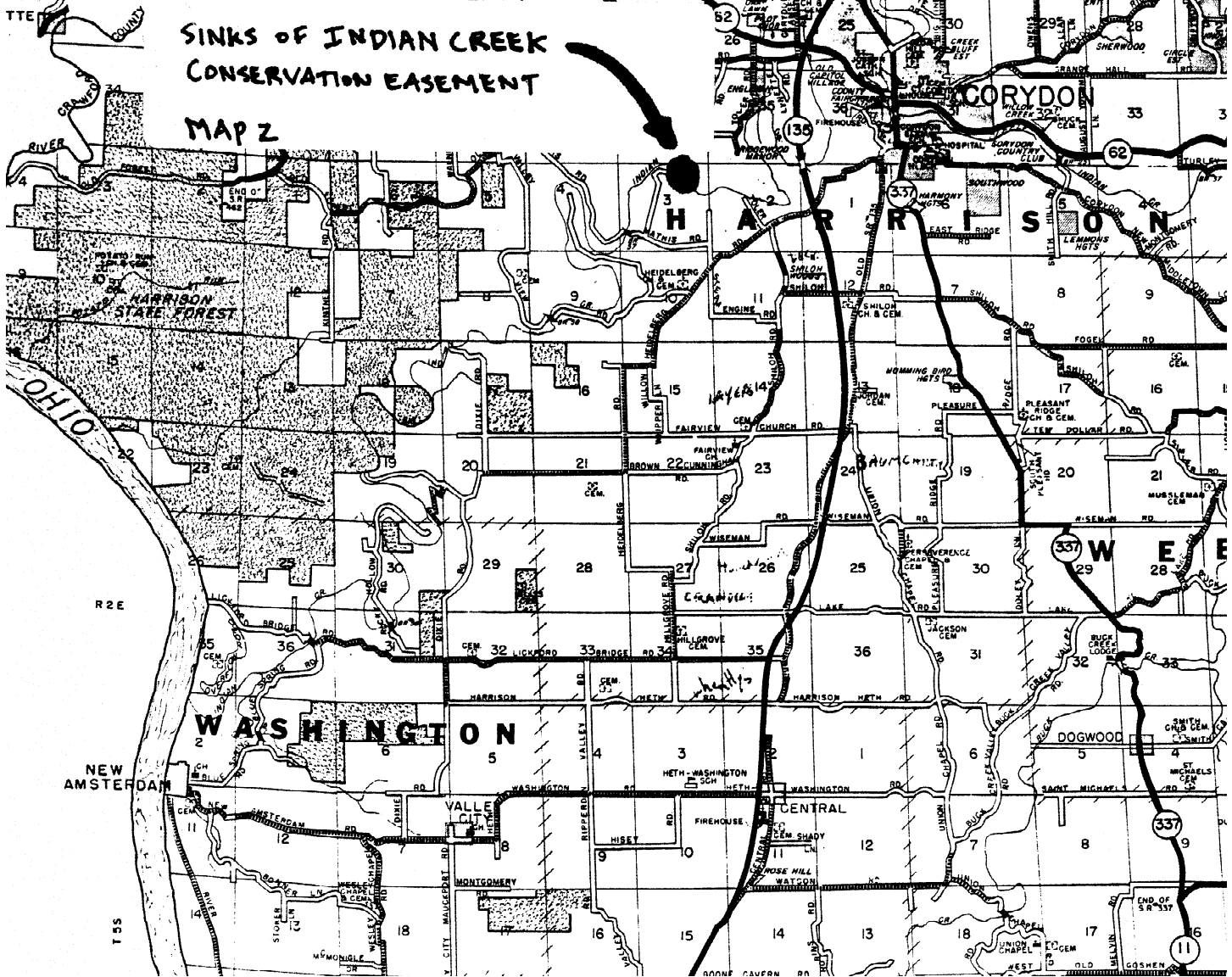
Access to the property was by permission from the Grantor only.

D. Nothing herein shall be construed as limiting the right of the Grantor to sell, give, or otherwise convey the Protected Property of any portion or portions of the Protected Property, provided that any conveyance is subject to the terms of this easement and written notice is provided to The Conservancy in accordance with the notice provision of this contract.





**SINKS OF INDIAN CREEK
CONSERVATION EASEMENT
MAP 2**



SINKS OF INDIAN CREEK
CONSERVATION EASEMENT
MAP 3

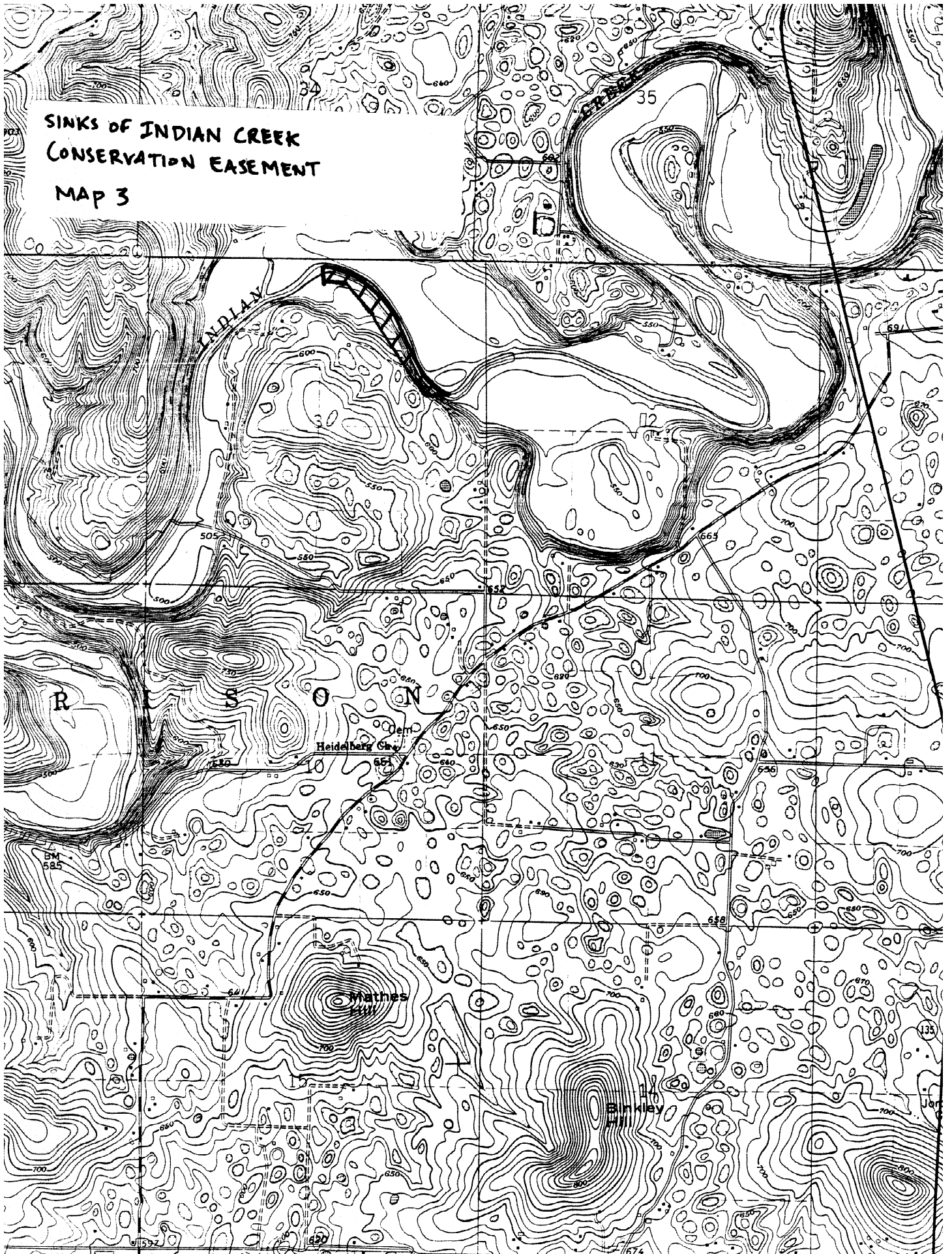
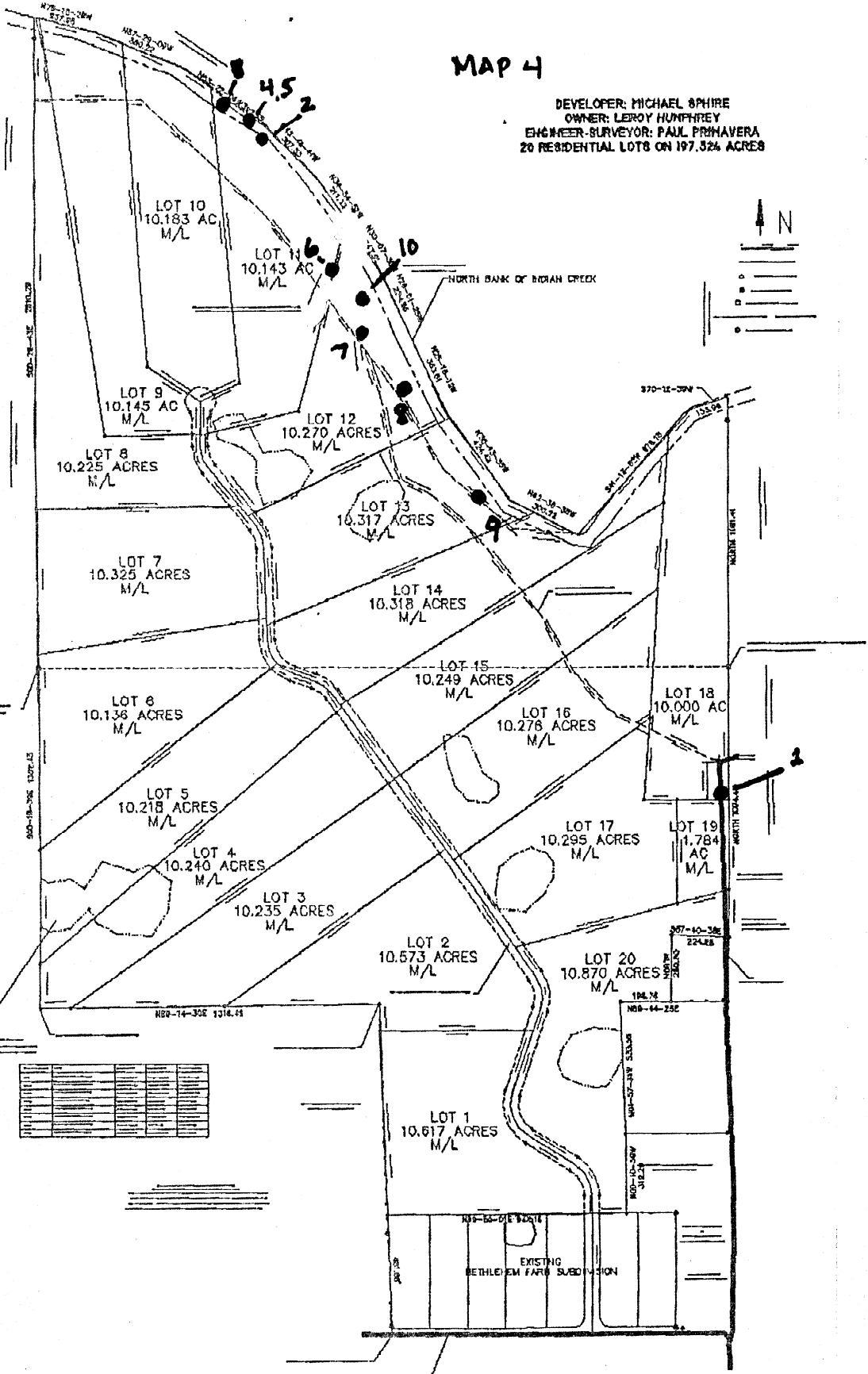
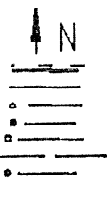


PHOTO POINTS

MAP 4

DEVELOPER: MICHAEL SPHIRE
 OWNER: LEROY HUMPHREY
 ENGINEER-SURVEYOR: PAUL PRIMAVERA
 20 RESIDENTIAL LOTS ON 197.524 ACRES



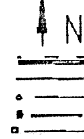
Lot No.	Acres	M/L
1	10.617	M/L
2	10.573	M/L
3	10.235	M/L
4	10.240	M/L
5	10.218	M/L
6	10.136	M/L
7	10.325	M/L
8	10.225	M/L
9	10.145	M/L
10	10.183	M/L
11	10.143	M/L
12	10.270	M/L
13	10.317	M/L
14	10.318	M/L
15	10.249	M/L
16	10.276	M/L
17	10.295	M/L
18	10.000	M/L
19	1.784	M/L
20	10.870	M/L

PRIMAVERA & ASSOC., INC.
 ENGINEERS & SURVEYORS
 1 OF 2

ADDITION TO BETHLEHEM FARM SUBDIVISION

PART OF SECTION 3
TOWNSHIP & SOUTH, RANGE 3 EAST
HARRISON TOWNSHIP

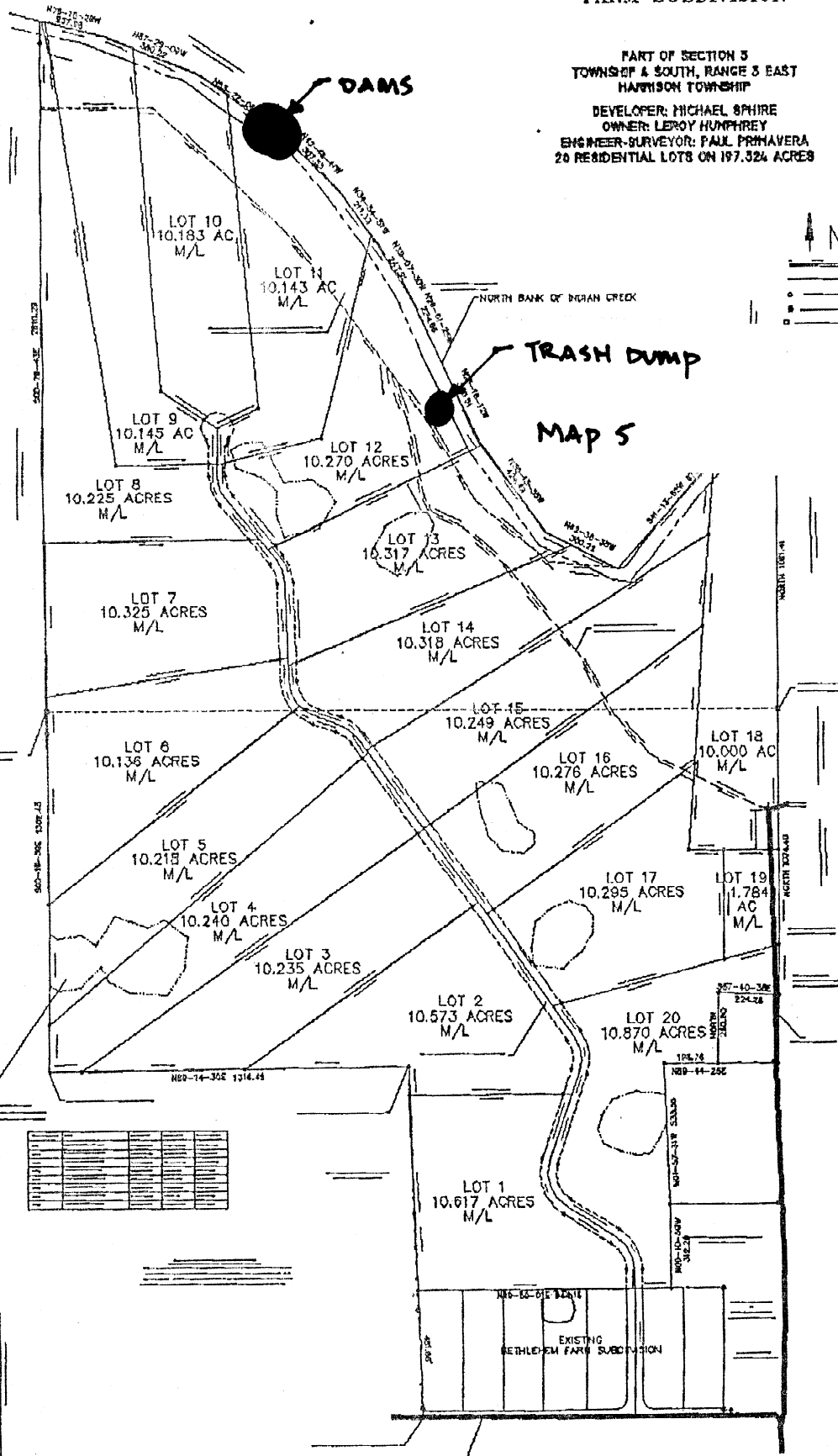
DEVELOPER: MICHAEL SPHIRE
OWNER: LEROY HUMPHREY
ENGINEER-SURVEYOR: PAUL PRIMAVERA
20 RESIDENTIAL LOTS ON 197.324 ACRES



DAMS

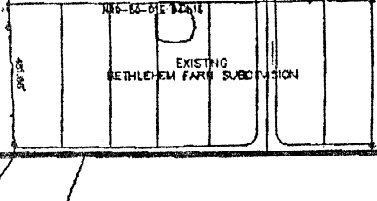
TRASH DUMP

MAP 5



Lot No.	Acres	M/L
1	10.617	M/L
2	10.573	M/L
3	10.235	M/L
4	10.240	M/L
5	10.218	M/L
6	10.138	M/L
7	10.325	M/L
8	10.225	M/L
9	10.145	M/L
10	10.183	M/L
11	10.143	M/L
12	10.270	M/L
13	10.317	M/L
14	10.318	M/L
15	10.249	M/L
16	10.276	M/L
17	10.295	M/L
18	10.000	M/L
19	1.784	M/L
20	10.870	M/L

PRIMAVERA & ASSOC., INC.
Engineers
Surveyors
1 OF 2





View of wooded bluff looking northwest from the end of the improved section of Steam Engine Road (photo point 1).



A low concrete dam (just below the water surface) constructed parallel to Indian Creek to prevent water from entering large sinks in the south bank of the creek (photo point 2).



A view of the dam constructed across Indian Creek taken approximately 150 downstream below the dam (photo point 3).



A view of Indian Creek taken from on top of the dam looking downstream (photo point 4).



Indian Creek looking upstream (photo point 5)



Bottomland field adjacent to Indian Creek looking west-northwest (photo point 6)



Unimproved road through wooded area along top of bluff looking west (photo point 7)



Trash dump at top of wooded bluff (photo point 8)



Top of wooded bluff from field looking west (photo point 9)



Large American beech tree near top of wooded bluff (photo point 10)