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Jim Fielder
Monroe County Recorder IN
Recorded as Presented

Project: 1005424
Code: 5424
Parcel: 1

MITIGATION AND CONSERVATION EASEMENT

53-09-17-100-032.000-015 #2003018460
THIS INDENTURE WITNESSETH, that R. Keith Dunlap "Grantor," for and in consideration of Fifty-five Thousand and No/100th Dollars (\$55,000.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby convey, grant, and assign in perpetuity to the State of Indiana ("Holder") and its successors and assigns, the perpetual right and privilege to perform mitigation work and to monitor and enforce the stated Mitigation and Conservation Easement ("Conservation Easement") pursuant to Indiana Code 32-23-5 in, over, and across the following described real estate in the County of Monroe, State of Indiana:

SEE EXHIBIT "A" and as shown on EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN.

RECITALS

WHEREAS, Grantor is the owner in fee simple of a certain parcel of land in the County of Monroe, State of Indiana, more particularly described in Exhibit "A" attached hereto and made part hereof and hereinafter referred to as the "Easement Area"; and

WHEREAS, the Holder by and through its Department of Transportation ("INDOT") desires to perform wetland/stream/forest mitigation on the Easement Area for impacts to project I-69, Section IV (the "Project"); and

WHEREAS the conditions of the Project's permits include the implementation of a mitigation and monitoring plan as submitted as part of the permit process and as authorized by the United States Fish and Wildlife Service ("USFWS"), referred to as "Mitigation Party"; and

WHEREAS, the conditions of the Project's permits require the Grantor to comply with certain restrictions and conditions on the use of the Easement Area; and

WHEREAS, Grantor desires to subject the Easement Area to such restrictions and conditions;

NOW, THEREFORE, in consideration of the good and valuable consideration and for the purpose of protecting the ecological value and integrity of the Easement Area, the parties agree as follows:

Project: 1005424
Code: 5424
Parcel: 1

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WHEREAS, Grantor desires to subject the Easement Area to such restrictions and conditions;

NOW, THEREFORE, in consideration of the good and valuable consideration and for the purpose of protecting the ecological value and integrity of the Easement Area, the parties agree as follows:

TERMS AND CONDITIONS OF THIS CONSERVATION EASEMENT

1. Term. The Grantor hereby declares that the Easement Area shall be bound by, held, transferred, sold, conveyed, leased, improved, hypothecated, occupied or otherwise disposed of and used subject to the restrictive covenants contained herein. The Conservation Easement granted herein shall run with the land and shall take effect upon execution of this Conservation Easement. The duration of this Conservation Easement shall be perpetual and shall bind all assigns and successors of the Grantor.
2. Conservation Values. The Easement Area possesses natural resource values of prominent importance to the Grantor, Holder and the Public. These Conservation Values include retaining or protecting natural or scenic values, assuring its availability for forest, wetland, fish and wildlife habitat, scientific, biological, and ecological uses, protecting natural resources, and maintaining or enhancing water quality of the Easement Area.
3. Purpose and Extent. The Grantor is fee simple owner of the Easement Area, and is committed to preserving and protecting the Conservation Values of the Easement Area. This Conservation Easement restricts the current and future use of the Easement Area and assures that the Easement Area will be perpetually preserved in its predominantly natural condition for the retention, protection, availability, maintenance and enhancement of the Conservation Values.
4. Definitions.
 - a) Natural Condition. The term “natural condition” shall mean the condition of the Easement Area at the time of the declaration and as restored, created, enhanced, and preserved pursuant to the Mitigation Plan. The natural condition shall be evidenced in part by Exhibit “B”. The natural condition of the Easement Area may also be evidenced by:
 - (i) A current aerial photograph of the Easement at an appropriate scale taken as close as possible to the date the declaration is made; [and]
 - (ii) On-site photographs taken at appropriate locations on the Easement Area, including major natural features.
 - b) Mitigation Plan. The term “Mitigation Plan” shall mean the plan approved by the USFWS.

5. Prohibited Uses. Except as expressly provided herein, and subject to any existing easements, interests or restrictions of record prior to the creation of this Conservation Easement, any activity on, or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement is prohibited. Grantor covenants that they shall not undertake, or consent to third parties undertaking, the following prohibited activities in the Easement Area:
- a) the subdivision of the Easement Area into two or more parcels. Any future dedication or classification of all, or part, of the Easement Area as a Nature Preserve or Classified Forest and Wildlands will not be considered to constitute a subdivision of the Easement Area;
 - b) any agricultural, residential, commercial or industrial use or activity on the Easement Area;
 - c) the placement, construction or maintenance of any new man-made modifications such as buildings, structures, interior fences, parking lots, and other improvements except those permitted under item 7, with the prior written approval of the Holder and the Mitigation Party;
 - d) the right to drill explore or in any way penetrate the surface area for the purpose of mining, exploration for, or extraction of, oil, gas, or other minerals, hydrocarbons, soils, sand, gravel, rock, peat, or other materials on or from the surface or subsurface. Grantor may conduct subsurface mining/recovery if resources are at least 200 feet below the surface and access is obtained from an adjacent parcel and no surface disturbance of any kind is required on the Easement Area;
 - e) the dumping or other storage or disposal of trash, garbage, sewage, debris, dredged spoil, solid waste, incinerator residue, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, or industrial, municipal, or agricultural waste or other refuse of any nature whatsoever;
 - f) the cutting or harvesting of trees or wood products, except as allowed under the provisions of item 7.d. Trees (living or dead) that do not pose a threat to personal or bodily harm should remain;
 - g) earth moving, grading, cultivation, grazing, pasturing, dredging, filling, flooding, excavating, , mining or drilling; no removal of natural materials; no dumping of materials; and no alteration of topography in any manner except as allowed under provisions of item 7.d or with the prior written consent of the Holder and the Mitigation Party;
 - h) the construction, maintenance, or erection of any commercial advertisement, sign or billboard, except for the posting of signs depicting the Grantor's ownership of the Easement Area, signs depicting designations or classifications affecting the Easement Area and signs designated by the Holder indicating that the property is subject to a conservation easement;

- i) the construction or extension of motorized vehicular roads, trails or utility systems, except in easements or right-of-ways of record prior to the date of this Conservation Easement;
 - j) altering the vegetation and hydrology of the Easement Area in any way so as to destroy or impair its character, including diverting or affecting the natural flow of surface or underground water into, within, or out of the Easement Area or dredging, channeling, filling, pumping, diking, impounding or other related activities, except as allowed under provisions of item 7.d or with the prior written consent of the Holder and the Mitigation Party;
 - k) implementing new wetland or forest management plans without prior written approval by the Holder and the Mitigation Party;
 - l) use of horses, ponies, bicycles or motorized off-road vehicles such as snowmobiles, dune buggies, all-terrain vehicles and motorcycles, except the use of all-terrain vehicles and/or horses on existing trails necessary for access to the property for hunting, inspections, and ecological management of the Easement Area, or the use of vehicles used for access to the Easement Area by persons with disabilities;
 - m) any other activities, actions or uses that would be detrimental or adverse to good soil and water Conservation Values or that would derogate from the provisions of IC 32-23-5;
6. Rights of Holder. To accomplish the purposes of the Conservation Easement granted hereunder, the following rights are granted and conveyed to the Holder, the Mitigation Party, and their agents, successors and assigns:
- a) the right to perform minor mitigation work related to maintenance and monitor compliance with, and enforce the terms of, this Conservation Easement, with 24-hour advanced notice to the Grantor;
 - b) the right to perform major mitigation work in the Easement Area, including, but not limited to, the right to make plantings, excavate, and install erosion control, with 30 days advanced notice to the Grantor;
 - c) the right of ingress and egress over Grantor's adjacent real estate by any reasonable, convenient route of access, for purposes of access to the Easement Area, including, but not limited to, installing temporary concrete box culverts for stream crossing during mitigation construction;
 - d) the right to install signs relating to this Conservation Easement with 24-hour advanced notice to the Grantor;

- e) the right to prevent any activity on, or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement;
- f) the right to perform ecological improvements to the Easement Area in coordination with the Mitigation Party as determined necessary for Threatened and Endangered Species habitat enhancement with 30-day advanced notice to the Grantor. If timbering is required for ecological improvements, any revenue generated by the timber will go to the Grantor.

7. Rights Retained by Grantor. Grantor reserves to itself and Grantor's heirs, successors and assigns, the rights of entry and use, and all other rights accruing from its ownership of the Easement Area that are not expressly prohibited herein and are not inconsistent with the purposes of the Conservation Easement granted herein. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- a) the right to lease, convey, give, sell, assign, or otherwise transfer the Easement Area by deed or by operation of law, in each case subject and subordinate to this Conservation Easement. Grantor and his/her/its heirs, successors and assigns shall give timely notice of any such lease, conveyance, gift, sale or assignment to Holder and the Mitigation Party at the address set forth in item 15, below;
- b) Grantor retains ingress and egress to the Easement Area, subject to any limitations or conditions set forth in this Conservation Easement;
- c) the right to use the Easement Area for non-commercial recreation under terms and conditions as may, from time to time, be approved or established by the Grantor. For purposes of this Conservation Easement, non-commercial recreation is defined as non-developed, recreational activities including, but not limited to hiking, hunting, camping, photography, nature watching and other low impact, non-extractive uses not inconsistent with the allowable uses and Conservation Values of this Conservation Easement;
- d) the right to manage the property for non-commercial recreational activities on the Easement Area. The right to manage the property includes the following activities:
 - i. the right to control invasive species of plants and animals which are considered noxious by State law or regulation and exotic species and/or aggressive native species which are considered detrimental to the quality of the Conservation Values of the Easement Area. In the case of plants, the control and removal may be by manual or mechanical methods, by use of herbicides or biocontrols and/or by prescribed burning. The use of biocontrols and/or prescribed burning shall only be implemented with prior written consent of the Holder and Mitigation Party. The use of

herbicides is limited to exotic and/or invasive species control using a state certified herbicide and applied per the manufactures specifications. The term Exotic and Invasive Species is limited to the species list as compiled and maintained by the Indiana Department of Natural Resources titled "*Invasive Exotic Plants In Indiana Natural Areas*". In the case of animals, the control and removal may be by trapping or hunting pursuant to all applicable state laws and regulations as published by IDNR's Division of Fish and Wildlife. Removal of trees that pose direct harm to humans or that have been determined to enhance the mitigation property by the Mitigation Party and the Holder may be cut with prior written approval of the Mitigation Party and the Holder.;

- ii. the right to use and maintain existing natural areas as defined in Exhibit C (i.e. food plots, areas immediately adjacent to open water areas, and small grassy areas around existing structures) and existing all terrain vehicle (ATV) and horse trails. This right includes the right to cut downed trees off of existing trails, the right to mow existing trails and natural areas, and the right to grade washout areas on existing trails to maintain their current use. Small utility tractors are allowed as necessary for the maintenance activities as identified above.
- iii. the right to maintain and extend foot trails on the property. Foot trails are limited to a maximum 3 foot width. All vegetation clearing for foot trails is limited to brush/shrubs and trees with less than 3" diameter at breast height (dbh). Water bars for control of erosion on foot trails are allowed, if necessary.

- e) the right to provide additional protection for all, or part, of the Easement Area by the following means: dedication as a State Nature Preserve through the IDNR's Division of Nature Preserves; and/or, classification as Classified Forest and Wildlands through the IDNR's Division of Forestry; and,
- f) the right to restrict trespass and, subject to the rights and limitation contained herein, the Grantor has the right to allow, control or prohibit non-commercial public access to, or use of, all or part of the Easement Area, at times or on occasions, and under such terms and conditions as may be approved or established from time to time by the Grantor.
- g) the right to hunt, grant permission to hunt, or to lease the right to hunt game animals on the property pursuant to all applicable state laws and regulations published by the IDNR's Division of Fish and Wildlife.

8. No Rights Granted to the Public. Nothing herein shall be construed as the Holder granting or conveying to members of the general public any rights of access, ownership, interest in, or use of, the Easement Area, except as may be allowed by the Grantor pursuant to paragraph 6.f above.

9. Enforcement/ Holder's and Mitigation Party's Remedies.

- a) Neither Holder nor the Mitigation Party may bring an action against the Grantor for modifications of the Easement Area resulting from causes beyond the Grantor's control, such as unintentional fires, storms, natural earth movement, floods, or trespassers. Grantor has no responsibility under this Conservation Easement for such unintended modifications.
- b) Holder and/or each of the Mitigation Party, acting individually or jointly, has the discretionary right to bring an action at law or in equity in a court of competent jurisdiction to enforce this Conservation Easement and to enjoin any activity by temporary or permanent injunction against any third party for acts inconsistent with the Conservation Values and uses of this Conservation Easement and require restoration by any such third party of the Easement Area to the condition that existed prior to any such injury, and payment of costs, including attorney fees. However, no violation of this Conservation Easement shall result in forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to complete restoration for any violation, as well as any other remedy available under law or equity, such as injunctive relief and administrative, civil or criminal penalties. No omission or delay in acting by the Holder or the Mitigation Party shall bar subsequent enforcement rights or constitute a waiver of any enforcement right.
- c) If Holder or any of the Mitigation Party, acting either individually or jointly, determines that the Grantor is in violation of this Conservation Easement, or that a violation is threatened, the Holder or the Mitigation Party may provide written notice to the Grantor unless the violation constitutes immediate and irreparable harm. The written notice will identify the violation and request corrective action to cure the violation or restore the Easement Area. If for a 28 day period after the date of the written notice, the Grantor continues to violate this Conservation Easement, or if the Grantor does not abate the violation and implement corrective or restorative measures requested by the Holder or the Mitigation Party, the Holder or the Mitigation Party may bring an action in law or in equity to enforce the terms of this Conservation Easement. The Holder or the Mitigation Party are also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Easement Area. If the court determines that the Grantor has failed to comply with this Conservation Easement, then the Grantor also agrees to reimburse all reasonable costs and attorney fees incurred by the Holder compelling such compliance.
- d) If the Holder or the Mitigation Party determine that this Conservation Easement is, or is expected to be violated, the Holder will make good faith efforts to notify the Grantor. If the Holder or the Mitigation Party determines that circumstances justify prompt action to mitigate or prevent impairment of the Conservation Values and purposes of this Conservation Easement, then the Holder or the Mitigation Party may pursue its lawful remedies without prior notice and without awaiting the Grantor's opportunity to cure. The Grantor agrees to reimburse all costs associated with this effort, which are attributable to actions or inaction of the Grantor.

- e) The Grantor acknowledges that actual or threatened events of non-compliance by Grantor under this Easement constitute immediate and irreparable harm. The Holder is entitled to invoke the equitable jurisdiction of the court to enforce this Conservation Easement.
 - f) The preceding remedies of the Holder are cumulative. The Holder may invoke any or all of the remedies if there is an actual or threatened violation of this Conservation Easement.
10. No Forfeiture. Nothing contained herein will result in forfeiture or reversion of Grantor's title in any respect.
11. Persons Bound/Covenants Run with the Land. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and shall inure to the benefit of the Grantor and Holder and their respective heirs, successors and assigns, and shall continue as an easement in servitude running with the Easement Area in perpetuity, unless terminated pursuant to the terms hereof. This Conservation Easement is enforceable against Grantor and all present and future owners, tenants, and other holders of any interest in the Easement Area. The terms "Grantor" and "Holder", when used herein, shall be deemed to refer to Grantor or Holder, as the case may be, and their heirs, successors and assigns.
12. Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions or the application of such provisions to persons or circumstances other than those as to which it is found to be valid, as the case may be, shall not be affected thereby.
13. Governing Law. This Conservation Easement shall be construed for all purposes under the laws of the State of Indiana. Any subsequent amendment to or repeal of any state law or order, which authorizes this Conservation Easement, shall not effect the rights conveyed by the Grantor or subsequently held by its heirs, successors or assigns.
14. Amendment. This Conservation Easement may only be amended by written agreement of Grantor and Holder. Any amendment shall not effect the perpetual duration of the Conservation Easement nor alter its purposes as defined herein.
15. Notices. All notices required or permitted from Holder to Grantor under this Conservation Easement shall be delivered to the Grantor addressed to: R. Keith Dunlap, 32 Troon Court, Greenwood, IN 46143, or at such other address as the Grantor may identify to the Holder.

Notices shall be delivered to the Holder at: Indiana Department of Transportation, Office of Real Estate, 100 N. Senate Avenue, 6th Floor, Indianapolis, IN 46204, or at such other address as the Holder may identify to the Grantor.

Notices shall be delivered to the Mitigation Party at the following individual addresses:

US Fish and Wildlife Service
Bloomington Field Office
620 South Walker Street
Bloomington, Indiana 47403

16. Miscellaneous.

- a) The Grantor covenants to warrant and defend unto the Holder and its successors, the quiet and peaceable use and enjoyment of the Easement Area against all claims and demands.
- b) In the performance of any of its rights under this Conservation Easement, the Holder may, by contract or otherwise, provide for action by its employees, agents, or duly authorized contractors, which may include the Grantor.
- c) All rights in the Easement Area not expressly prohibited or acquired by the Holder shall be deemed retained by the Grantor. Any ambiguities in the Conservation Easement related to the protection of the Conservation Values for which the Conservation Easement is being conveyed shall be construed in favor of the action or interpretation that will most protect those Values. All other ambiguities in the Conservation Easement shall be construed in favor of the Grantor.
- d) The captions and paragraph numbers used in this Conservation Easement are inserted for convenience only and in no way define, limit, construe or describe the scope or intent of such paragraphs.
- e) No waiver of any condition or covenant of this Conservation Easement or failure to exercise a remedy by either Grantor or Holder shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant or remedy.
- f) Recordation. Holder shall record this instrument in a timely fashion in the official records of Monroe County, Indiana. Holder or its successors and assigns may re-record this instrument at any time as may be required to preserve its rights in this conservation easement.
- g) The Grantor retains ownership of the trees, natural vegetation, and other natural resources related to the property. Any proceeds from the permissible harvesting or extraction will be wholly retained by the Grantor.

17. Special Provision for I-69 Project Acquisitions. Holder represents and Grantor acknowledges that the exact location of the right-of-way for the I-69 project has not been determined and that this Conservation Easement is being acquired in advance of acquisitions for the I-69 right-of-way. Holder reserves the right to acquire any part of the Easement Area for right-of-way for the I-69 project and to exempt that part from this Conservation Easement. Acquisition of any portion of the Easement Area for right-of-way purposes shall be accomplished following normal state and federal requirements, however the appraisal value shall be reduced based on the value already paid for this Conservation Easement on a per acre basis. Holder shall record an Amendment to the Conservation Easement releasing any part of the Easement Area that will be used for I-69 project right-of-way which Amendment shall not require the consent of the Grantor.

Project: 1005424
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IN WITNESS WHEREOF, the said Grantor has caused this Conservation Easement to be executed this 15th
day of April, 2011.

[Redacted Signature] (Seal)
Signature

R. Keith Dunlap
Printed Name

Signature (Seal)

Printed Name

Signature (Seal)

Printed Name

Signature (Seal)

Printed Name

STATE OF INDIANA :

COUNTY OF MARION : SS:

Before me, a Notary Public in and for said State and County, personally appeared R. Keith Dunlap,
the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his
voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

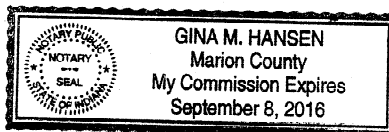
Witness my hand and Notarial Seal this 15th day of April, 2011.

Gina M. Hansen
Signature

Gina M. Hansen
Printed Name

My Commission expires SEPT. 8, 2016.

I am a resident of MARION County.



Project: 1005424
Code: 5424
Parcel: 1

This instrument prepared by and I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Kristen E. Edmundson
Deputy Attorney General
Attorney No. 25558-49
Office of the Attorney General
302 W. Washington St., 5th Floor
Indianapolis, IN 46204-2770

AG Doc # 740914

Interests in land acquired by the Indiana Department of Transportation

Holder mailing address:

100 North Senate Avenue
Indianapolis, IN 46204-2219
I.C. 8-23-7-31

EXHIBIT "A"

Project 1005424

Code 5424

Parcel 1 Conservation Easement

Key Number 53-09-17-100-032.000-015

Sheet 1 of 1

A part of the southeast quarter of the northeast quarter of Section 17, Township 8 North, Range 2 West, Monroe County, Indiana, and being more particularly described as follows: Commencing at a 5/8" rebar set at the southeast corner of said quarter quarter section; thence North 89 degrees 31 minutes 24 seconds West (assigned bearing basis) 730.61 feet on the south line of said quarter quarter section to a 5/8" rebar set at the POINT OF BEGINNING; thence continuing on said south line North 89 degrees 31 minutes 24 seconds West 590.35 feet to a 5/8" rebar set at the southwest corner thereof; thence North 0 degrees 21 minutes 07 seconds East 837.35 feet on the west line of said quarter quarter section to a 5/8" rebar set on the south right-of-way line of Gardner Road; thence continuing on said west line North 0 degrees 21 minutes 07 seconds East 25.04 feet to a rail road spike found in the centerline of Gardner Road; thence on said centerline the following four (4) courses: 1) North 87 degrees 07 minutes 46 seconds East 148.15 feet; thence 2) North 83 degrees 47 minutes 16 seconds East 97.52 feet; thence 3) North 80 degrees 18 minutes 32 seconds East 258.66 feet; thence 4) North 75 degrees 08 minutes 12 seconds East 66.11 feet to a set Mag nail and flasher; thence South 1 degree 17 minutes 14 seconds East 25.72 feet to a 5/8" rebar set on the south right-of-way line of the aforesaid Gardner Road; thence continuing South 1 degree 17 minutes 14 seconds East 920.28 feet to the POINT OF BEGINNING; said described tract containing 11.85 acres, more or less.

Excluding a 25-foot utility/road right-of-way along Gardner Road, resulting in a net Conservation Easement area of 11.523 acres, more or less.

Exhibit B

Natural Conditions

Section 4 Mitigation
Property Owner Form

DES #: 1005424

Property Owner: Keith Dunlap

Location

Address: Indiana Karst Conservancy, President
92 Troon Ct.
Greenwood, IN 46143

- | | |
|---------------------------------------|--|
| <input type="checkbox"/> Doan's Creek | <input checked="" type="checkbox"/> Garrison Chapel Valley |
| <input type="checkbox"/> Indian Creek | <input type="checkbox"/> Koleen |
| <input type="checkbox"/> Ray's Cave | <input type="checkbox"/> Other |

☒ Conservation Easement ☐ Fee Simple Purchase

Location description:

Classified Forest: ☒ Yes ☐ No

- APO Section 17, Township 8 North, Range 2 West.
- Van Buren Township, Monroe County.
- Approx. 6.5 miles southwest of Bloomington.

Hydric Soils: ☐ Yes ☐ No

Total Mitigation Area: 12 Acres

Expected Price from Owner: _____

Preservation Only: 12 Acres

Archaeology: No

Construction (Forest/Stream/Wetland): _____ Acres

Existing Core Forest: 6 Acres

Stream Development/Restoration: _____ Linear Ft

Future Core Forest: 6 Acres

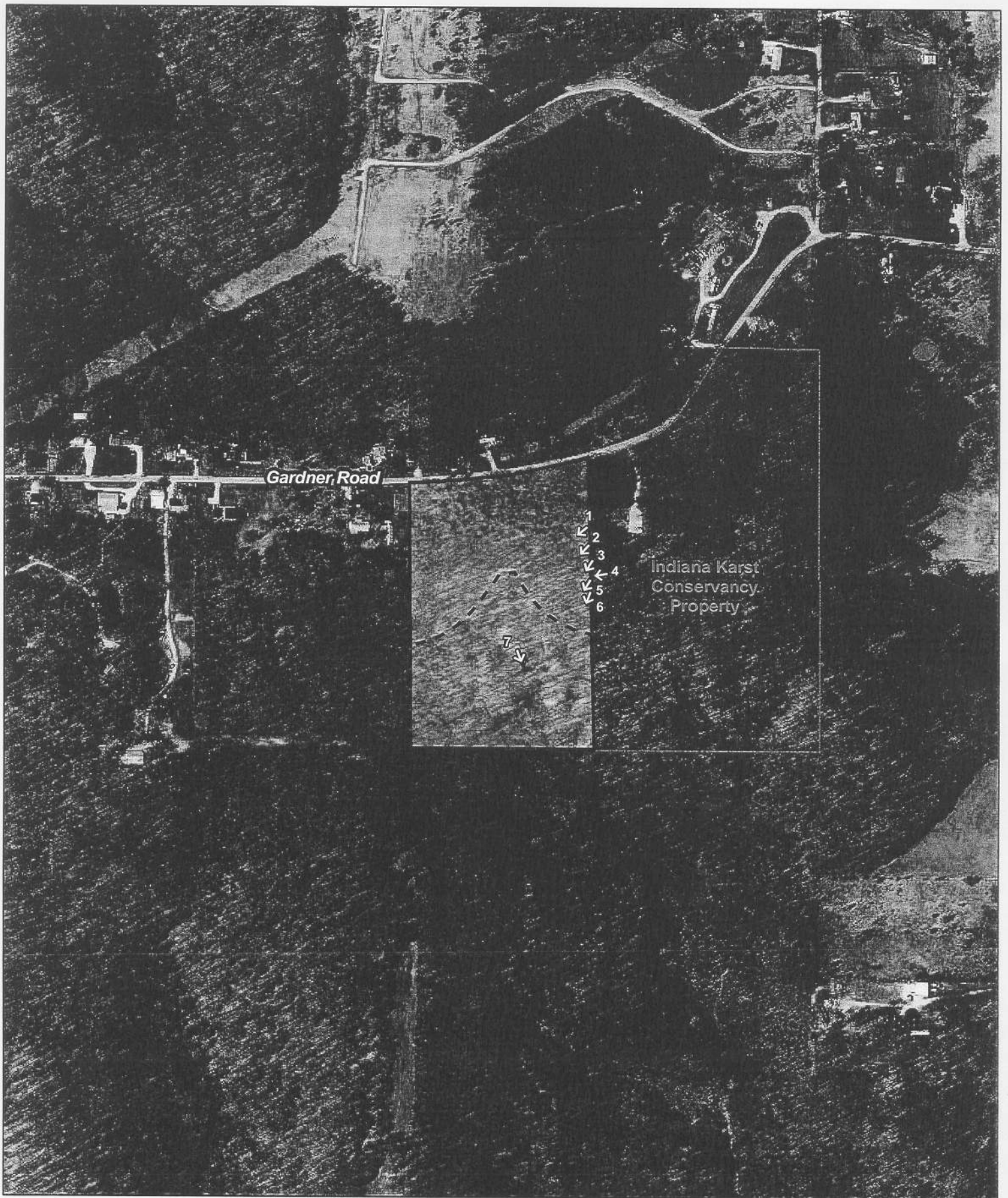
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Property description:

This upland forest is a nice forest of oak, hickory and beech with a number of snags. It is located next to the IKC property. Sinkholes and springs are very common on this property. This property is in the vicinity of the block forest preservation contributed by the Sycamore Land Trust, Keisler Forest Legacy, Ray Crittenden, Linnemeier, Schaefer, Hancock and Stumpner properties. The mitigation property includes 12 acres. The property owner is requesting a conservation easement.

.....
Special notes:

- This property is located adjacent to the IKC property.
- A few springs and sinkholes are located on the property.

-
- ☒ 1. Initial contact 10/28/09
 - ☒ 2. Information gathering 11/18/09
 - ☒ 3. Initial meeting with property owner 11/20/09
 - ☒ 4. Property owner agrees to completion of an appraisal
 - ☒ 5. Begin CE
 - ☒ 6. Site concept with property owner/Preliminary boundary research
 - ☒ 7. CE Approved (notify R/W so parcel can be appraised)
 - ☒ 8. Release of funds by INDOT (project must be in STIP)
 - ☒ 9. Begin R/W acquisition process (deed search and survey work)
 - ☒ 10. Appraise property and send to INDOT (buyer)
 - ☐ 11. INDOT presents offer to land owner
 - ☐ a. Land owner agreed to "Fair Market Value"
 - ☐ b. Land owner declined the offer
 - ☐ c. Land owner made a counter offer
 - ☐ i. INDOT agreed with counter offer
 - ☐ ii. INDOT declined the negotiations
 - ☐ 12. Complete draft Mitigation and Monitoring Plan and send to INDOT and USFWS for review.
 - ☐ 13. Revise and finalize Mitigation and Monitoring Plan (site construction begins)
 - ☐ 14. Complete construction (5-10 year monitoring begins)







-  Photo Locations and Direction
-  Existing Core Forest (6 Acres)
-  Mitigation Area (12 Acres)
-  Forest Preservation (12 Acres)

Figure 1
 Keith Dunlap Property
 Conceptual Plan/Photo Location
 Shown on 2005 Aerial Photo
 Van Buren Township - Monroe County, Indiana

1 inch = 400 feet

0 200 400
Feet





Photo 1: Typical Forest



Photo 2: Typical Forest



Photo 3: Typical Forest

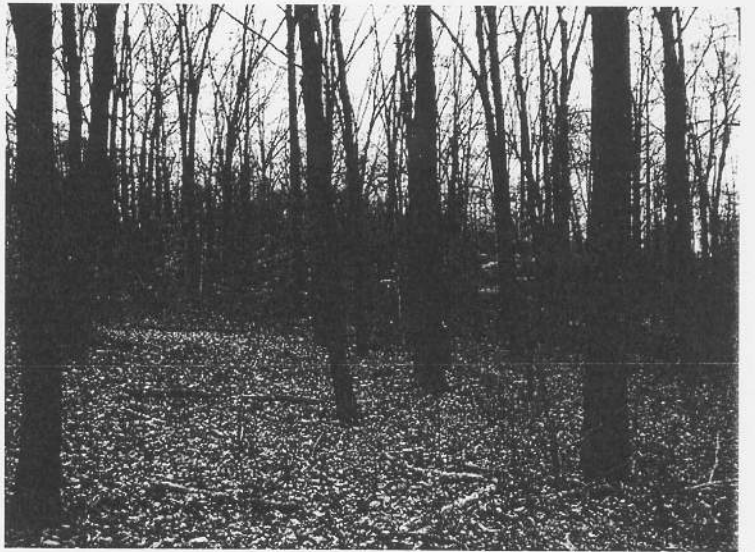


Photo 4: Typical Forest



Photo 5: Typical Forest

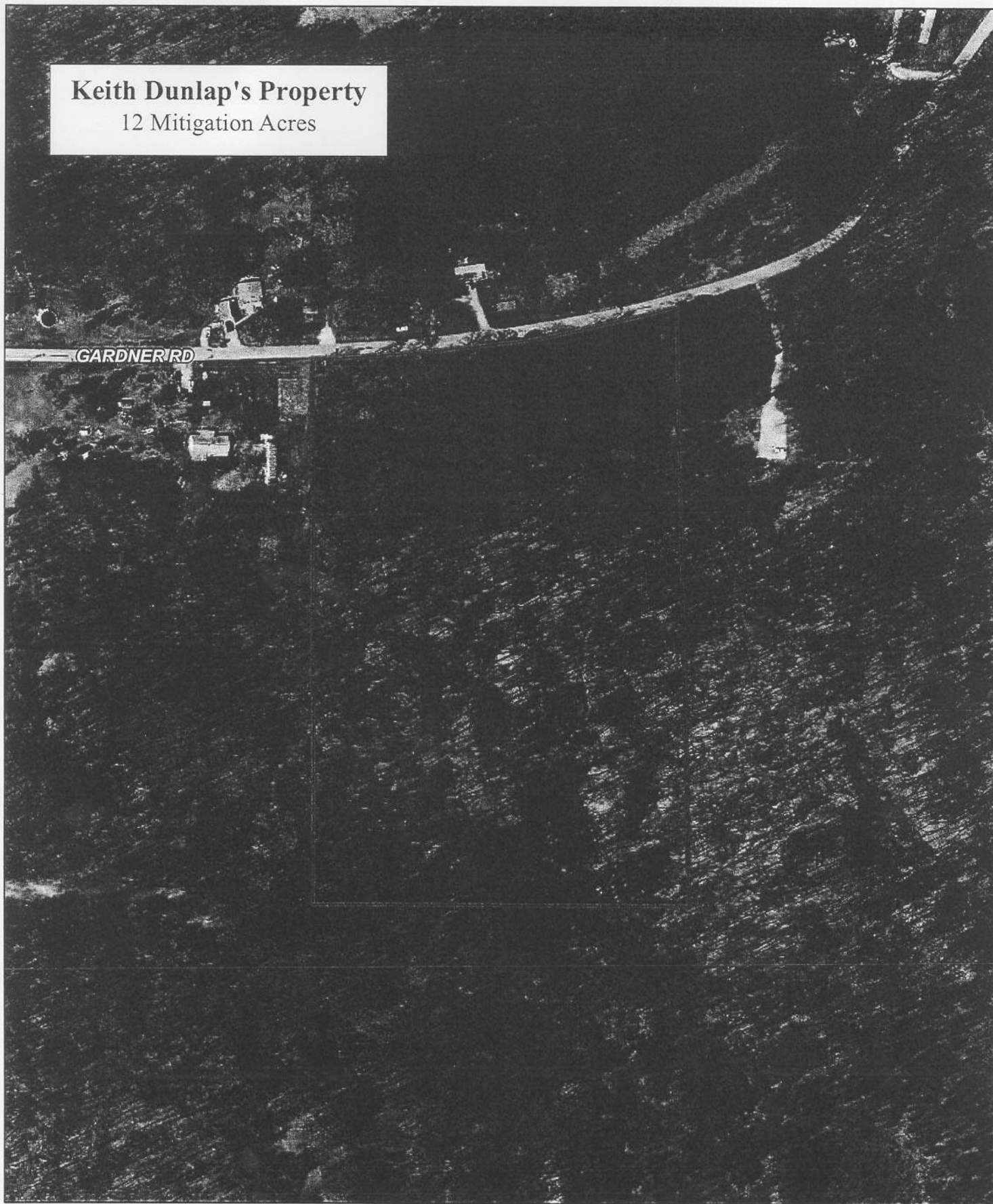


Photo 6: Typical Forest



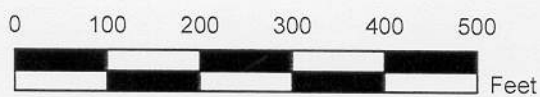
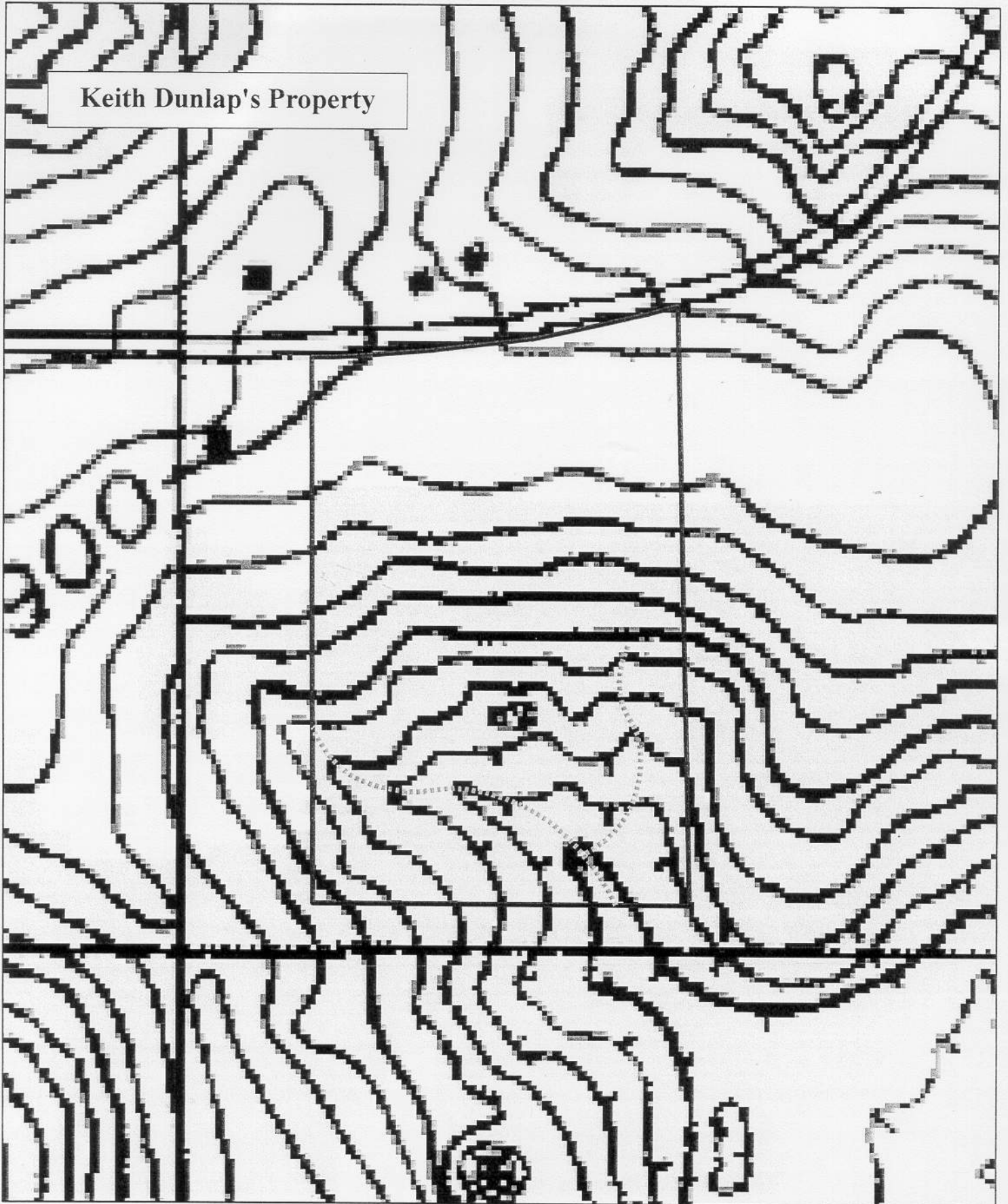
Photo 7: Small Spring

Keith Dunlap's Property
12 Mitigation Acres



-  IDNR Floodplain - Monroe
-  NWI Wetlands
-  Mitigation Area

Keith Dunlap's Property



- Ephemeral Stream (986 Linear Ft)
- Intermittent Stream (0 Linear Ft)
- Perennial Stream (0 Linear Ft)
- ▭ Mitigation Area