Carmel
Historic
Preservation
Commission

Larsen-Dunwoody House
Preservation Plan

Recommended by the Carmel Historic Preservation Commission
November 9, 2017
Carmel, Hamilton County, Indiana
Officially adopted _____

3740 W. 106th Street
Carmel, Hamilton County, Indiana, 46032

THE CARMEL
HISTORIC PRESERVATION COMMISSION

Prepared By:
The Carmel Historic Preservation Commission
Carmel, Hamilton County

Assisted By:
The Carmel Clay Historical Society

January 2018
Recommended by the Carmel Historic Preservation Commission
Officially adopted INSERT DATE HERE

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OWNER

Evelyn Dunwoody
3740 W. 106th St.
Carmel, Indiana 46032

HISTORIC AND ARCHITECTURAL DESIGN ANALYSIS

CONSTRUCTION INFORMATION

Date of original design, construction, or origin: 1927

LEGAL DESCRIPTION

The subject property comprises one parcel of land which includes three structures: “the house” (which is the primary structure), “the garage” (an accessory structure), and the “corn bin” (another accessory structure). The property is described as follows:

Parcel 17-13-06-00-00-027.000 located in the City of Carmel, Section 6, Township 17, Range 3 of Hamilton County, Indiana. Containing 1.71 acres.

The “historic district” is defined as the parcel comprising “the historic buildings.”

STATEMENT OF SIGNIFICANCE

For much of its history, Carmel remained a quiet and sleepy farming village, tucked away in the southwest corner of Hamilton County, Indiana. The townships of Clay and Delaware consisted of a patchwork of farmsteads, most of whose origins dated to the early nineteenth century. Many of the early settlers who constituted the population of early Carmel consisted of members of the Society of Friends (Quakers) and their Methodist neighbors. Agriculture would remain the predominant theme of the community through the nineteenth century and well into the next.

3740 W. 106th Street is located in the City of Carmel, Clay Township, Hamilton County, Indiana. It lies in the portion of Clay Township located west of present-day U.S. 31. The address comprises a parcel of 1.71 deeded acres in the southeast quadrant of Section 6, Township 17 N., Range 3 E. (the westernmost range in Hamilton County and Clay Township). The property lies on land that was originally deeded from the federal government as an 80-acre tract to James Hooker in February of 1834.[1] Immediately to the west of this farm was a second 80-acre tract deeded to James Hooker in 1834; immediately to the east was an 80-acre farm deeded to Daniel Midsker in 1835.[2] The northwest and northeast quadrants of Section 6 were deeded to Jacob Phillips in 1831 and James Price in 1835, respectively.[3] The allocation of land in Clay Township from the federal government to pioneers occurred largely between the 1822 formation of Hamilton County and 1838 under the terms of the Northwest Ordinance.[4] Clay Township itself was established in 1833, having been carved out of the original territory of Delaware Township, which first encompassed all land west of the White River in Hamilton County.[5]

In 1837, the Village of Bethlehem was founded at the intersection of present-day Main Street and Rangeline Road and would eventually become the downtown center for the City of Carmel. The name was changed from Bethlehem to Carmel when the town was incorporated in 1874.[6] The site of the historic house was located approximately 5.9 miles from the center of Bethlehem.

By 1866, the land containing the site of the Larsen-Dunwoody House was part of a 130-acre farm owned by an A. Metsker.[7] At this time, Section 6 of Clay Township was still entirely devoted to farming, as was most land in Clay Township as a whole.[8] By this date, Clay Township had become more civilized since early pioneer days while retaining

[1] Hamilton County Surveyor's Office. Original Hamilton County Land Grants. 1993 ed., revised 1999. Accessed January 22, 2018, http://www.hamiltoncounty.in.gov/DocumentCenter/Home/View/2037
[2] Ibid.
[3] Ibid.
[4] Ibid.
[5] Van Allen, Elizabeth J., *Carmel Grows Up: The History and Vision of an Edge City* (Carmel-Clay Historical Society: Carmel, IN, 2017), 3. http://www.carmelclayhistory.org/the-history-of-carmel
[6] Ibid., 5.
[7] C.A.O. McClellan & C.S. Warner. Map of Hamilton County, Indiana, 1866. Accessed January 22, 2018, http://www.hamiltoncounty.in.gov/DocumentCenter/Home/View/5691
[8] Ibid.

a predominantly agrarian character. Fourteen schools had been established in Clay and western Delaware Townships by the late 1850s, including five in south Clay Township.[9] Ten churches had also developed within the same area. United Brethren Church in south Clay Township would have been nearest to the historic site. In the 1860s, the population of Clay Township reached 1,161.[10]

Advancements in transportation were transformative for the development of Carmel and Clay Township. In 1883, the arrival of the Monon Railroad linked Carmel to Indianapolis, Westfield, Sheridan and Lafayette by passenger and freight rail.[11] In 1903, the Indiana Union Traction Interurban Line began serving Clay Township, linking the area to all parts of the state and coinciding with the electrification of Carmel and its environs.[12] Despite the appearance of modern infrastructure, Carmel and Clay Township remained agricultural in focus with a small population throughout the early twentieth century. By 1930, Carmel-proper had only 682 citizens, but the town had managed to erect a Carnegie library in 1910[13] and a new high school in 1923.[14] The town experienced little change during the interwar years when the Larsen-Dunwoody house was built; however, the construction of U.S. 31 afforded Carmel the economic and geographic benefits of proximity to an Interstate while also creating a distinct line of demarcation between the east and west sections of Carmel and Clay Township.[15]

During the 1950s and 1960s, Carmel experienced suburbanization amid the postwar housing boom and patterns of flight from the urban core of Indianapolis.[16] By the 1970s, agriculture ceased to be the dominant land use and category of occupation in Clay Township as more property was developed for commercial and residential purposes.[17] Indeed, between 1970 and 1980, the population of Carmel escalated from 6,578 to 18,272.[18] The city experienced 21 annexations during the 1960s and 41 annexations during the 1970s.[19] Carmel gained City status in 1974 and experienced significant expansion of transportation infrastructure over the decade of the 1970s, including the widening of U.S. 31, the construction of I-465, and the extension of Keystone Parkway through Clay Township – all of which boosted the mutual accessibility of Carmel and Indianapolis, furthering Carmel's rapid growth as a suburban community.[20] Expansion of roadways and tax incentives created new opportunities for corporations to locate in Carmel, and many companies established headquarters along U.S. 31 in the 1980s, including Thompson Consumer Electronics, Delta Faucets, and Conseco Insurance.[21] During the 1980s and 1990s, Duke Associates and Robert V.

[9] Van Allen, 3.
[10] Ibid.
[11] Ibid., 6.
[12] Ibid.
[13] Ibid.
[14] Ibid., 7.
[15] Ibid., 8.
[16] Ibid.
[17] Ibid.
[18] Ibid.
[19] Ibid.
[20] Ibid.
[21] Ibid., 11

Welch also developed the Meridian Technology Center at 116th and Pennsylvania Streets and the Carmel Science and Technology Park along U.S. 31, contributing to the westward thrust of development in Carmel.[22]

Based on the above, it is evident that the Larsen-Dunwoody House would have been situated in a predominantly rural environment at the time of its construction in 1927. The residence was built for Mr. Edward J. Larsen on a farm of at least 40 acres.[23] He purchased land described as "the east half of the west half of the southeast quarter of section six (6) township seventeen (17) north of range three (3) east" in Hamilton County for $4,000.00 on September 4, 1926 from Minnie and John Moore and Charles and Ella Taylor.[24] A condition of the purchase was the retention of William A. Wood as a tenant. Wood is believed to have been a resident groundskeeper for the property. Between the date of Larsen's purchase and the end of 1927, the historic house was constructed on the site.

Larsen was vice president of Baur-Steinkamp & Co., a two-acre commercial greenhouse at 98th Street and U.S. 421 in Zionsville specializing in the production of carnations and chrysanthemums.[25] Larsen was also a president of the Indiana Florists Association and of the Chrysanthemum Society of America.[26] There would have been little development between his home and his place of work in the late 1920s or 1930s. Indeed, a 1936 aerial photograph of west clay displays nothing but farms, woodland, and the occasional country estate.[27] A few small retreat-style enclaves of homes were being developed at the time, such as Hussey Lane near W. 106th Street and Spring Mill Road, but these were rare in the area and did not compromise its rural character as residential subdivisions would later do amid more pervasive growth and development.[28] Mr. Larsen, a bachelor, lived in the house until at least 1952 and possibly sometime in the 1960s. Larsen passed away in July of 1968 at Hoosier Village in Zionsville, but it is not known exactly when the house was released from his possession. Records suggest that Larsen donated the property to the James Whitcomb Riley Memorial Association.

In September 1971, Joseph (Joe) Cohn purchased 145.62 acres from the James Whitcomb Riley Memorial Association, including the historic house.[29] He operated S. Cohn & Sons Auto Co. with his brothers, Louis and Reuben ("Chicky") Cohn.[30] Joe briefly occupied the home before his death in October of 1971,[31] when his brother

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[22] Ibid.
[23] Hamilton County, Indiana Deed Record, Book 16, p. 550, Hamilton County Recorder's Office, Noblesville, Indiana
[24] Ibid.
[25] "Edward J. Larsen Rites Tomorrow," *Indianapolis News* (Indianapolis, Indiana), Jul. 8, 1968.
[26] Ibid.
[27] "Hamilton County, Indiana in 1936" [aerial photograph]. Scale not given. Accessed January 22, 2018 http://gis.hamiltoncounty.in.gov/FlexViewer/Index.html
[28] Ibid.
[29] Hamilton County, Indiana Deed Records, Book 250, pp. 184-185, Hamilton County Recorder's Office, Noblesville, Indiana
[30] "Joseph Cohn," *The Indianapolis News* (Indianapolis, IN), October 31, 1971, p. 9
[31] Ibid.

Reuben inherited the property.[32] After taking ownership, Reuben sold all but 2.00 acres of the original land to the Regency Realty Company for $354,000.00, resulting in the creation of the parcel that is now congruent with the boundaries of the historic district.[33] In addition to working in his family's auto business, Reuben was a president of the Orthodox United Hebrew Congregation.

Evelyn N. Dunwoody, a local real estate agent, purchased the home with her husband Stephen E. Dunwoody in December of 1974.[34] The size of the property remained 2.00 acres until the 2010s, when the City of Carmel purchased an easement along the south side of the parcel, reducing the lot to an area of 1.71 acres.[35] Evelyn Dunwoody was the owner and occupant of the house as of the publication of this preservation plan in 2018.

Historic aerial photographs from 1941, 1956, 1962, and 1974 document the absence of major subdivision and new construction in West Clay Township until the 1980s or 1990s.[36] By 1941, a horse track had been constructed along the north side of 103rd Street between U.S. 31 and Spring Mill Road, but few other human interventions were writ large on the landscape except for the long-established quilt of farms.[37] A handful of churches and a small number of new estate-style homes had been constructed. By 1956, the horse track was gone, and little additional development had transpired since 1941.[38] However, another residential street, Jumper Lane, had been paved just to the west of Hussey Lane.[39] Although the new dead-end street would include only a small collection of exclusive homes on large lots, its appearance so close to another subdivision presages the imminent deluge of new residential construction that would occur during the final four decades of the twentieth century. By the early 1960s, the Carmel Plan Commission was receiving petitions from developers to plat new tract housing neighborhoods in West Clay Township. For instance, in 1962, the second phase of the Annally Downs[40] subdivision was platted along W. 106th Street approximately one mile east of Michigan Road, with Green Tree Road serving as its main thoroughfare. The Indianapolis Star touted the addition as "wooded, quiet, and

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[32] Hamilton County, Indiana Deed Records, Book 275, p. 598, Hamilton County Recorder's Office, Noblesville, Indiana
[33] Hamilton County, Indiana Deed Records, Book 257, p. 573, Hamilton County Recorder's Office, Noblesville, Indiana
[34] Hamilton County, Indiana Deed Records, Book 278, p. 194, Hamilton County Recorder's Office, Noblesville, Indiana
[35] Interview with Evelyn Dunwoody, February 20, 2018.
[36] Hamilton County, Indiana in 1941; Hamilton County, Indiana in 1956; Hamilton County, Indiana in 1962 [aerial photographs]. Scale not given. Accessed January 22, 2018 http://gis.hamiltoncounty.in.gov/FlexViewer/Index.html
[37] Hamilton County, Indiana in 1941 [aerial photograph]
[38] Hamilton County, Indiana in 1956 [aerial photograph]
[39] Ibid.
[40] "Area Official and Civic Groups Set Meetings," *Indianapolis Star* (Indianapolis, IN), Apr. 10, 1962, p. 14. Accessed online January 29, 2018 http://indystar.newspapers.com/image/106824104/?terms=Annally+Downs.

comfortable."[41] It featured 31 middle-class single-family ranch, two-story, and split-level homes on 21 acres.[42] A 1962 aerial photograph of West Clay Township shows a few completed homes and many vacant lots in Annally Downs – the only tract-style housing subdivision along the W. 106th Street corridor of Hamilton County at the time.[43]

In 1964, the construction of Crooked Stick Golf Club catalyzed further development, as the surrounding land was subdivided into residential lots with panoramic views.[44] By 1974, when Carmel officially became a city, many homes had been constructed along the golf course engirdled by W. 106th Street, W. 116th Street, Ditch Road, and Towne Road, and many additional residential estates had been created on former farmland along W. 106th Street near the Larsen-Dunwoody House.[45] Duly, by the mid-1960s, the historic site had become far less secluded than at the time of its construction. By 1985, typical late-twentieth century subdivisions (some of them gated) were proliferating in West Clay Township.[46] Unlike the first subdivisions in the area, which were laid out in linear or grid-like configurations, these later developments featured winding streets, cul-de-sacs, and retention ponds. Examples in existence by the period between 1985 and 1995 include Walnut Creek Woods, Windermere, and Coppergate.[47] Still, much farmland remained intact along W. 106th Street at that time.[48]

Between 1995 and 2018, suburban development has continued at a rapid pace on the land surrounding the historic district. To the north and west of the parcel containing the Larsen-Dunwoody House, former farmland has been turned into middle-income residential subdivisions, including the Village at Weston Place, the Park at Weston Place, and the Townes at Weston Place. Upscale developments of single-family homes have been constructed on most of the remaining former farmland along W. 106th Street between U.S. 421 and U.S. 31, while the nearby segments of 421 itself are now lined with strip malls and low-rise office buildings.

Carmel, Indiana

Bethlehem, Indiana, straddling the line between Clay and Delaware Townships in Hamilton County, was first platted in 1837 by Daniel Warren, Alexander Mills, John Phelps, and Seth Green.[49] Located 14 miles north of Indianapolis and six miles west of Hamilton County seat Noblesville, the settlement was originally started by Quakers who

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[41] "Family Room is Special Feature," Indianapolis Star (Indianapolis, IN), March 16, 1962, p. 10. Accessed online January 29, 2018 http://indystar.newspapers.com/image/311978042/?terms=Annally+Downs+quiet+wooded+comfortable

[42] Ibid.

[43] Hamilton County, Indiana in 1962 [aerial photograph]

[44] "Crooked Stick Golf Club," accessed January 30, 2018. http://www.crookedstick.org/About-Us/History.

[45] Hamilton County, Indiana in 1974 [aerial photograph]. Scale not given. Accessed January 22, 2018 http://gis.hamiltoncounty.in.gov/FlexViewer/Index.html.

[46] Hamilton County, Indiana in 1985 [aerial photograph]; Hamilton County, Indiana in 1994 [aerial photograph]. Scale not given. Accessed January 22, 2018 http://gis.hamiltoncounty.in.gov/FlexViewer/Index.html.

[47] Ibid.

[48] Ibid.

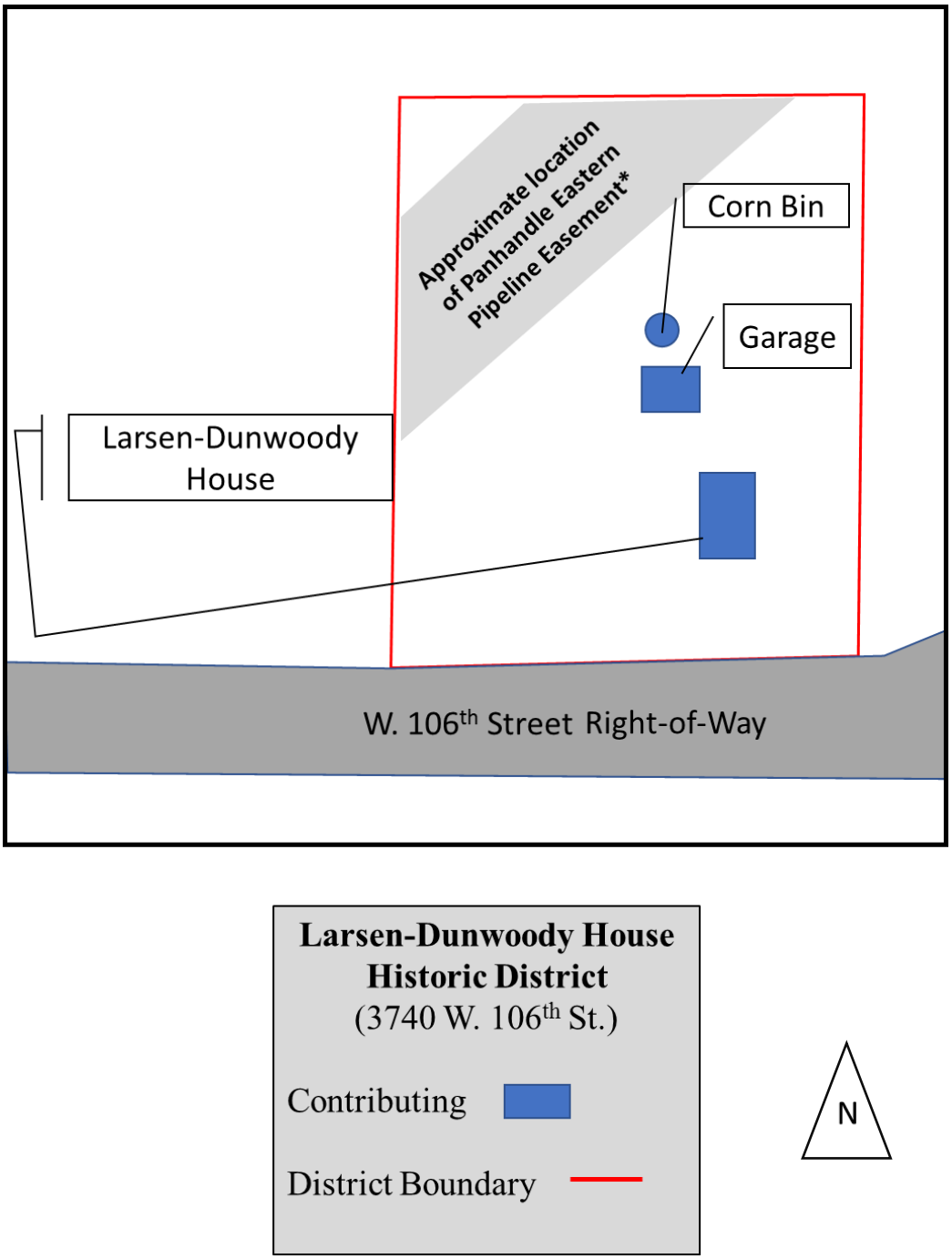
[49] John F. Haines, History of Hamilton County Indiana (Indianapolis: B.F. Bowen & Co., 1915), 274.

left the Carolinas during the 1820s, drawn to central Indiana's rich agricultural land. The town slowly grew, with additional lots platted throughout the 1840s and 1850s. When the town was granted a post office in 1846, city officials discovered that a Bethlehem Post Office already existed in Indiana so another biblical name, Carmel, was chosen. Eventually the town petitioned for incorporation under the new name in 1874, officially becoming the town of Carmel.[50]

[50] Ibid., 275.

BOUNDARY MAP OF THE HISTORIC DISTRICT

Figure 1. Red line highlights CHPC boundary of the Larsen-Dunwoody House Historic District, which is consistent with the boundary for Parcel 17-13-06-00-00-027.000.



*Legal boundary description of easement included in Appendix II

PHYSICAL DESCRIPTION

The Larsen-Dunwoody House is a front-gabled two-story Tudor Revival with a rectangular footprint and a primary north-south axis. Its south façade faces W. 106th Street, and the primary entrance is located on its west façade. The house is clad in brick at the level of the first floor, while most of the second-floor facades are clad in stucco and half-timbering. All windows are surmounted by wood lintels that are tapered at their ends, widening slightly from top to bottom.

The south façade has two windows at the level of the first floor, each comprising two operating casements separated by a mullion. Each casement has a single panel of glazing subdivided into fifteen lights by leading on its interior surface; these windows are original. At the level of the first floor, the façade is faced in brick. To the left (west) of the south wall is the south side of the front porch – only one bay wide on this façade. The bay is framed by a single square-hewn post at its west end and by a pilaster at its east end – each member reinforced by a diagonal brace at the top. Marking the side of the porch roof is a half-gable equal in pitch to the steep main gable of the south façade. At the level of the second floor, the façade overhangs the first-floor wall in garrison fashion – a row of scrolled wood corbels negotiating the change in plane. Centered in the façade at this level is a window composed of two casements separated by a mullion. Each casement is glazed with a single panel divided into a diamond-paned pattern by faux leading on its interior face. The façade is clad in stucco and half-timbering up to the top of the window. Above the window, the gable is clad in smooth cedar clapboard siding.

The west façade is divided into two major segments. At the left (north) end is a segment defined by a one-story gabled projection, clad in brick. At the center of the projection is a pair of casement windows separated by a mullion. Leading divides the glazing of each casement into fifteen lights on its interior surface. Centered in the gable above the first-floor windows is a single casement window with a single undivided pane of glass. Located to the right (south) of the gabled projection, the second segment of the west side is dominated by the front porch, which spans the remainder of the façade. Posts and pilasters as described above divide the porch into two bays on this façade. The northern bay frames the front door, while the southern bay frames a rank of three casement windows divided by mullions. As with other first floor windows on the home, the glazing of each casement is divided into fifteen lights by leading on its interior face. On the west façade, the second floor is contained beneath the slope of the front-gabled roof. The south marked by two gabled dormers, each including a typical window composed of two casements separated by a mullion. The glazing of each casement is subdivided into diamond panes by faux leading on its interior surface.

Three major segments constitute the east facade. At the center is a gabled projection with a ribbon of three original leaded casement windows at the level of the first floor and a typical pair of casement windows divided into diamond panes by faux leading centered at the level of the second floor, where the face projects slightly proud of the first-floor façade below. To the south of the gabled central segment is a bay with

another rank of three original casement windows at the level of the first floor and another pair of casement windows centered at the level of the second floor. The top of the second-floor window rises above the fascia-line of the roof and is surmounted by a gabled roof that dies into the main roof mass. The northernmost segment of the façade is identical with the southernmost segment at the level of the second floor. At the level of the first floor, the segment has a pair of casement windows set high in the wall (above the kitchen sink), each divided into twelve lights by leading on the interior surfaces of the glazing.

On the north façade at the level of the first floor is a secondary entrance (effectively the rear entrance of the home) placed slightly off center, toward the right (west) side. Sheltering the door is a flared metal hood. To the left (east) of the door is another pair of twelve-light casement windows set high in the wall. To the right (west) of the door is a single casement window, also set high in the wall. At the level of the second floor, the north façade is identical with the south façade.

Located to the northwest of the historic house, the garage is a single-story structure clad in wood clapboard siding with a side-gabled roof, the ridge of which runs east-west. A shed roof extends across the north side of the structure at a lower pitch than the side-gabled roof. The garage is loaded through two single-car doors on its south side. The doors are placed slightly off-center, accommodating a storage space at the east end of the garage. On the east façade of the garage is a service door leading into the storage area. The door is covered in buckled wood siding. There are no doors or windows on the north or west facades of the structure.

To the north of the garage is the property's historic corn bin. It is a cylindrical structure approximately 12-feet in diameter and faced in corrugated sheet metal with horizontal ribbing with a door of the same material at the south end. A conical standing-seam metal roof with a shallow pitch caps the outbuilding. At the apex of the roof is a metal vent pipe.

PRESERVATION OBJECTIVES

The subject structure, exterior features of the site and architectural and historic character thereof shall be preserved as a significant resource of Carmel.

Preservation Criteria

1. Any development, construction, reconstruction, or alteration of the subject exterior structure or site shall be appropriate to the property's historic and architectural values and significance.
2. Any development, construction, reconstruction, or alteration to the exterior shall be visually compatible and appropriate in function, general design, arrangement, color, texture, and materials to the design and character of the subject property.
3. The latest edition Secretary of the Interior's Guidelines for Rehabilitation can be used as a
resource when determining proper techniques to meet the above preservation criteria.

ARCHITECTURAL AND DESIGN STANDARDS

Purpose of Architectural and Design Standards

These standards are intended to assist the property owner of the Larsen-Dunwoody House in choosing an appropriate approach to issues which arise when working on or developing this historic property. The standards are not meant to restrict creativity, but rather are meant to suggest appropriate approaches and to guard against unsympathetic
actions.

Each standard contains a set of guidelines that provide recommended and not recommended approaches to specific kinds of work to be undertaken.

Certificates of Appropriateness (COAs)

The Carmel Historic Preservation Commission (CHPC) grants approvals by issuing Certificates of Appropriateness (COA). The CHPC uses the design standards when it reviews and makes decisions regarding alterations, new construction, reconstruction, and demolition.

The CHPC's Statutory Authority to Approve

A state statute (I.C. 36-7-11) authorizes the CHPC to review and approve the following actions before they occur in a district:

- Construction of any structure
- Reconstruction of any structure
- Alteration of any structure
- Demolition of any structure

Unless otherwise stated in this plan, it is presumed that all actions related to the above four items MUST BE APPROVED by the CHPC and it is presumed that related design guidelines are enforceable.

The CHPC's Jurisdiction

The historic area as defined on pages 3-4 in this preservation plan is the site of two buildings, the "house" and "the garage" (a detached parking structure).
The "house" is of a basic rectangular form measuring approximately 25 x 40 feet. The "garage" is also of a basic rectangular form measuring approximately 24 x 28 feet. The "corn bin" is of cylindrical form with a conical roof and measures approximately twelve (12) feel in diameter. All three structures retain a high degree of integrity, and the "house" is a significant local example of early 20th-century Tudor Revival architecture, while the "corn bin" is a significant local example of a rural outbuilding.

Under the 3740 W. 106th St. Historic District Preservation Plan, the CHPC does not have any authority over the interior of the building or any interior furnishings and elements.

GUIDELINES FOR RENOVATING 3740 W. 106TH ST

Accessibility

The City of Carmel recognizes the need to accommodate and include persons with disabilities to the greatest extent possible. With regard to historic areas, the goal is to facilitate universal access for all persons without destroying a building's historic and architecturally significant materials and character defining features. When modifying an existing building to provide accessibility, the following guidelines should be followed:

RECOMMENDED:

1. The new element or alteration will have as little visual impact as possible on the historic character of the building.
2. The new element or alteration shall be easily reversible (i.e., impermanent) such that it could be removed to return the building to its original appearance.
3. Ramps shall be carefully designed and located to preserve the building's character.
4. Materials for ramps shall be compatible with the building. If painted or stained, wood ramps shall be painted or stained to match the building.
6. Handrails will be made of metal or wood. Wire or cable handrails are not appropriate.
7. Lifts shall be as inconspicuous as possible. If feasible, lifts will disappear into the ground, be built into another feature, or painted to match the adjoining materials.
8. Ramps, lifts, etc. can be screened with landscaping.
9. If an existing door opening is too narrow to accommodate a wheelchair and its alteration would significantly diminish the historic integrity and character of the building or result in the loss of a significant historic door, consider installing off-set door hinges to increase the effective width of the door opening without physically altering it.
10. Consider installing automatic door openers or frictionless hinges to make doors easier to open.

11. Accessibility components shall be:
    A. temporary,
    B. not destroy historic fabric, and
    C. be of materials and/or color that has the least visual impact on the historic structure.

NOT RECOMMENDED:

1. Unnecessarily covering significant architectural details or damaging historic material.

Note: The CHPC is not responsible for ensuring that applicants meet federal, state and local accessibility requirements. The recommendations in this plan are guidelines and are not descriptions of legal requirements regarding accessibility. Consult the local building code and state and federal laws and regulations to determine legal requirements for accessibility

Doors and Door Openings

RECOMMENDED:

1. Original doors shall be repaired and retained, or if beyond repair, replicated.
2. If an original door is lost, its replacement will reflect the character and style of the building.
3. If an alteration to a door opening must be made, it shall be done with as little effect on the historic character of the building as possible.

NOT RECOMMENDED:

1. Eliminating original or adding new door openings, especially on significant elevations. Any new openings should be distinguishable from the original openings.
2. Changing the original size and shape of door openings.

Masonry

RECOMMENDED:

1. Identify and stop the causes of damaged masonry before undertaking repairs.
2. If mortar is missing or loose, the joints shall be cleaned out with care so as not to damage the brick or stone.
3. Repoint using a mortar mix that closely matches the composition, joint profile and color of the original. An expert will be consulted to assure the proper mortar is used.
4. Whenever replacement brick or stone is needed, use salvaged or new material which closely matches the original in size, color, uniformity and texture.
5. Any cleaning shall be done using the gentlest method possible and will be stopped at the first evidence of damage to masonry. Test patches shall be used to assess the effect of any proposed cleaning method.
6. If historic chimney pots are damaged, an effort should be made to repair rather than replace the features. If it is determined that the chimney pots cannot be repaired, they should be replaced with new chimney pots that resemble the originals as closely as possible in size, shape, color, and materials.
7. If chimney cowls are installed to deter the ingress of vermin, they should be compatible with the historic chimney pots in size, shape, scale, color, materials, and overall design character.

NOT RECOMMENDED:

1. Power grinders. The mechanical equipment is cumbersome and even the most skilled worker will tire or slip and cause irreversible damage.
2. Sandblasting, high pressure water blasting (over 600 psi), grinding, and harsh chemicals.
3. Painting, waterproof and water repellent coatings, unless masonry has been previously treated. They are generally not needed and can potentially cause serious damage to the masonry. Also avoid covering masonry with tar or cement coatings.

Wood

RECOMMENDED:

1. Identify and stop the causes of damaged wood before undertaking repairs.
2. Retain coatings, including paint, which protect the wood from moisture and weathering.
3. Repair wood features by patching, piecing-in, or limited replacement in-kind using remaining elements as prototypes.
4. Replace any wood that cannot be repaired with in-kind material that matches the original in size, profile, and texture. Any clapboard siding replaced on the house should be of smooth cedar.

NOT RECOMMENDED:

1. Stripping paint and varnish to bare wood.
2. Utilizing substitute materials that do not convey the visual appearance of existing wood features or are not physically or chemically compatible.

Stucco

RECOMMENDED:

1. Maintain existing material rather than replacing. If material is sufficiently deteriorated to warrant replacement, use an in-kind stucco and substrate. Any replacement stucco should match the existing material in texture, luster, and dimensions.

NOT RECOMMENDED:

1. Replacement of stucco with a non-stucco material or a stucco that does not match.

Paint

RECOMMENDED:

1. Gently remove all loose, flaking paint and clean the surface before repainting. It is not necessary to remove all old paint as long as it is firmly fixed to the surface.

NOT RECOMMENDED:

1. Any type of permanent coating system.
2. Waterblasting and other forms of abrasive cleaning as a method of paint removal.
3. Painting any previously unpainted masonry

Roofs and Roof Elements

RECOMMENDED:

1. Asphalt shingle material should be used for roof replacements unless owner wishes to install another roofing material that is documented to have been used on the house historically.
2. Mechanical and service equipment (such as condensers, transformers or solar collectors) shall not be installed on the roof, other exterior surfaces, or other locations on the property where they would be visible from the public right-of-way.
3. Original chimneys that contribute to the roof character shall be repaired and retained. If no longer in use, they shall be capped rather than removed.

NOT RECOMMENDED:

1. Altering a roof slope and shape in a way that changes the historic character of the building.
2. Adding dormers or roof sheds which change the significant character of the building.
3. Expanding or connecting existing dormers.
4. Adding skylights visible from a public right-of-way.
5. Placing roof vents, metal chimneys, antennas, solar panels, satellite dishes (over 18 inches), air conditioning units, and other mechanical equipment where visible from the street.
6. Covering roof in an inappropriate material, such as standing-seam metal or similar products.

Security Items

RECOMMENDED:

1. Security devices that will not detract from the character of the building and surrounding area. Acceptable examples include installing locks on windows and doors, installing alarm systems, and installing lighting.
2. If a security door is necessary, it is recommended the security doors will:
a. have as few bars as possible,
b. be simple in design with no decorative details,
c. fit the door opening exactly, without alteration to the door frame, and
d. painted to match the door it protects.
3. Consider installing fixed bars on the inside of basement windows because of their minimal impact to the character of a building.

NOT RECOMMENDED:

1. Overly decorative security doors.
2. Exterior folding gates on the front of the building.

Windows and Window Openings

RECOMMENDED:

1. Windows define architectural character and historic significance. Original materials and features will be retained. The house contains two original tripartite window groupings -- one in the Living Room and one in the Dining Room – with true leaded glass. These features shall be retained and not replaced.
2. Window replacement shall be considered only when one of the following conditions exist and can be documented:
a. The existing windows are not original and are not significant.
b. The condition is so deteriorated that repair is not economically feasible.
3. Rather than replacing windows to attain energy efficiency, existing windows shall be repaired and retrofitted using caulk, weather-stripping, modern mechanical parts, and storm windows. Some windows can be slightly altered to accept insulated glass.
4. Storm windows may be of any material, provided the finished product is the same color as the underlying window frame. They should be as invisible and unnoticeable as possible from the exterior of the house.
5. Original window trim shall be preserved and retained. Badly deteriorated sections shall be replaced to match the original.
6. Historic decorative/stained glass windows are important architectural features. Every effort will be made to retain them, and maintain and repair them in an appropriate manner.
7. Any replacement glazing shall be outfitted on its inside surface with a diamond-paned leading pattern compatible in appearance with the leading on the original windows of the house.
8. Original windows that have been removed and stored in the garage during ownership of Evelyn Dunwoody should be retained on the site and stored in a dry and pest-free location such that they could be restored and reinstalled at a future date.

NOT RECOMMENDED:

1. Replacement windows not similar to the original in size, dimension, shape, design, pattern, and material.
2. Creating new window openings or eliminating original window openings. This will be considered only when necessary. Avoid doing so on significant, highly visible facades.

Lighting

RECOMMENDED:

1. The guidelines do not provide specific requirements for exterior lighting; however, homeowners are encouraged to select fixtures that complement the character of the house when choosing replacement lighting.

NOT RECOMMENDED:

1. Light fixtures that shine upward, contributing to light pollution.

Porches and Stoops

RECOMMENDED:

1. Existing porches (specifically the west porch) shall be retained without alteration to their character.
2. Existing stoops may be altered or removed as needed.

NOT RECOMMENDED:

1. Alteration, removal, or enclosure of west porch.

PUBLIC INFRASTRUCTURE

EXEMPT FROM REVIEW AND APPROVAL
(No Certificate of Appropriateness (COA) required):

Repaving of streets in the same manner and with the same materials as existing. Replacement of existing light poles and fixtures with new ones to match.

RECOMMENDED:

1. Maintain the current configuration of streets and sidewalks.
2. New public street lights shall be compatible with the history of the historic area.

NOT RECOMMENDED:

1. Widening streets or sidewalks when there is a negative impact on the character of the historic area.

GUIDELINES FOR DEMOLITION AND INFILL CONSTRUCTION

Introduction

This section explains the type of work considered in this plan to be demolition to be used when reviewing applications for Certificates of Appropriateness that include demolition. Before receiving any permits or undertaking any work that constitutes demolition, a Certificate of Appropriateness from the Carmel Historic Preservation Commission must be issued.

Definition

For the purpose of this plan, demolition shall be defined as the razing, wrecking or removal by any means of the entire or partial exterior of a structure. The following examples are meant to help define demolition and are not all-inclusive:

1. The razing, wrecking or removal of a total structure.
2. The razing, wrecking or removal of part of a structure, resulting in a reduction in its mass, height or volume.
3. The razing, wrecking or removal of an enclosed or open addition.

Some work that may otherwise be considered demolition may be considered rehabilitation, if done in conjunction with a CHPC Certificate of Appropriateness for rehabilitation. Examples include:

1. The removal or destruction of exterior siding and face material, exterior surface trim, and portions of exterior walls.
2. The removal or destruction of those elements which provide enclosure at openings in any exterior wall (e.g., window units, doors, panels).
3. The removal or destruction of architectural, decorative or structural features and elements which are attached to the exterior of a structure (e.g., parapets, cornices, brackets, chimneys).

Examples of work not included in demolition:

1. Any work on the interior of a structure.
2. The removal of small exterior elements of the structure that are not structurally integrated with the main structure and are generally considered rehabilitation, such as utility and mechanical equipment, awnings, gutters, downspouts, light fixtures, fire escapes, signs, paint, fencing, sidewalks, streets, curbs, landscaping, asphalt, and clear glass with no historic markings. Such work may require a Certificate of Appropriateness under other guidelines in this plan.

Approval

The CHPC requires a Certificate of Appropriateness for demolition if any of the proposed activities include razing, wrecking or removal of any part of the historic house, the garage, or the corn bin. The CHPC may ask interested individuals or organizations for assistance in seeking an alternative to demolition. The Commission will also consider how the loss of a building, or a portion thereof, will affect the character of the surrounding area, and in the case of partial demolition, the building itself.

The CHPC will consider issuing a Certificate of Appropriateness for the full or partial demolition of a building within the historic district only if one or more of the following are true:

1. The structure poses an immediate and substantial threat to the public safety.
2. The historic or architectural significance of the structure or part thereof is such that, in the Commission's opinion, it does not contribute to the historic character of the structure and the historic area, or the context thereof.
3. The demolition is necessary to allow new development which, in the Commission's opinion, is
of greater significance to the preservation of the historic area than its retention of the structure, or portion thereof, for which demolition is sought.
4. The structure or property cannot be put to any reasonable economically beneficial use for which it is or may be reasonably adapted without approval of demolition.

When evaluating a proposal for demolition, the CHPC shall consider the following criteria for demolition as guidelines for determining appropriate action:

CONDITION

Demolition of a historic building may be justified by condition. In certain instances demolition of selective parts of the building may be authorized after proper evaluation by the Carmel Historic Preservation Commission.

SIGNIFICANCE

The Commission has the responsibility of determining the significance of a structure. With the adoption of this plan, the commission has determined:

1. The 1929 house is contributing to the architectural and historical significance of the site, and
2. The detached garage is contributing to the architectural significance of the site.
3. The corn bin is contributing to the architectural and historical significance of the site.

The Commission will also consider how the loss of a building, or a portion thereof, will affect the character of the surrounding area, and in the case of partial demolition, the building itself.

REPLACEMENT

Demolition of a structure may be justified when, in the opinion of the Commission, the proposed new development with which it will be replaced is of greater significance to the preservation of the area than retention of the existing structure. This will only be the case when the structure to be demolished is not of material significance, the loss of the structure will have minimal effect on the historic character of the area, and the new development will be compatible, appropriate and beneficial to the area.

To afford the Commission the ability to consider demolition on the basis of replacement development, the applicant shall submit the following information as required by the Commission or its staff:

1. Proposed elevations and floor plans.
2. A scaled streetscape drawing showing the new development in its context (usually including at least two buildings on either side).
3. A site plan showing the structure(s) to be demolished and the new development.
4. A written description of the new development.
5. A time schedule for construction and evidence that the new construction will occur.
6. Any other information which would assist the Commission in determining the appropriateness of the new development and its value relative to the existing structure(s).

Infill Construction

An individually designated historic building demonstrates a higher level of significance. Designing an addition or new construction within the historic district will require a higher level of scrutiny by the Commission to ensure the historic building retains its individual significance. One of the purposes of design review is to ensure that any negative visual impact of new construction is eliminated or minimized. In the best situation, new construction can aid in the understanding of the district. Aspirations for new construction in a historic district are:

1. To maintain the character of the district;
2. To Reinforce the integrity of the district;
3. Not to impede the sense of time and place created by the district.

The basic test for any new construction, both additions and infill structures is: How does the project affect the ability to perceive the district's sense of time and place? A new building that hinders this perception is unacceptable. It is generally the policy of the Carmel Historic Preservation Commission that contemporary and compatible new design is preferred to overly replicative design. Respecting the characteristics of the district is more important than replicating its architectural form.

SIZE AND SCALE

The overall mass of a new building or addition should convey a sense of human scale. A new building will be respectful of the current size and scale of the historic building(s) within the district. New construction shall appear similar in height and width to the historic building and maintain the current views of the house. New construction should not overpower any of the existing historic buildings on the site. New accessory structures on the site shall not be taller than the house.

ROOFLINE

The roofline of any new construction in the district should match as closely as possible the gabled form and pitch of the roof of the house.

MATERIALS

Exterior materials used on new construction should be the same as those found on the historic house, namely, brick, wood, and stucco with faux half-timbering. Materials should be used in the design such that the new construction is distinguishable from the old but still visually compatible with the historic structure(s) in the district.

DOORS AND WINDOWS

Doors and windows in new construction should be compatible with doors and windows of existing historic structures on the site in terms of size, scale, proportion, materials, spacing, and orientation.

BREEZEWAYS

Construction of a breezeway is permitted between the north façade and the garage or any future accessory structure. Any new breezeway should be compatible in character and materials with the house but should still be distinguishable from the historic structure(s).

GUIDELINES FOR ADDITIONS

Additions are permitted on the north side of the house, provided that they are designed according to the above guidelines for infill construction. No enclosed additions on the south, east, or west sides shall be permitted, but the guidelines allow for the addition of a porch or terrace on the east side. Additions must be compatible in character (both design and materials) with the existing house. The roof of any new construction should be of the same pitch as the roof on the original house.

SITE DEVELOPMENT AND LANDSCAPING

Walls and Fences:

No specific stipulations for the construction of new walls or fences are set forth in these guidelines. Owners of the property shall follow all other City regulations and permitting requirements pertaining to walls and fences. However, it is encouraged that historic stone retaining walls surrounding landscaping beds be preserved.

Trees and Landscaping

RECOMMENDED:

1. Mature trees shall be protected and retained. A mature tree shall be defined as follows:
   a) a shade tree with a trunk at least 12-inches in diameter,
   b) an ornamental tree with a trunk at least 4-inches in diameter or fifteen feet in height, or
   c) an evergreen tree with a trunk at least 8-inches in diameter or fifteen feet in height.

2. Landscaping in front of house apart from trees may be removed and replaced as desired, as long as it does not obscure the visibility of historic facades from the public right of way.

NOT RECOMMENDED:

1. Removal of mature trees.
2. Removal of other existing landscape features without prompt replacement of those features with similar elements.

Subdivision

Subdivision of the existing property is discouraged under the guidelines, as the existing size of the parcel is essential to the character of the property. Any proposal to subdivide the property shall require a Certificate of Appropriateness.

RECOMMENDED:

1. Maintaining existing parcel size and boundaries

NOT RECOMMENDED:

1. Subdividing the existing parcel into smaller properties

Walkways and Automobile Areas

RECOMMENDED:

1. Changes to the course of walkways and driveways are not restricted under the design guidelines, but it is suggested that any paving material be compatible with the historic character of the district.

NOT RECOMMENDED:

1. Significant increases in the surface area of the district covered by pavement.

APPENDIX I: PHOTOGRAPHS

Appendix 1, Figure 1: West façade, looking southeast

Appendix 1, Figure 2: West façade, looking east

Appendix 1, Figure 3: South façade, looking north

Appendix 1, Figure 4: East façade, looking west

Appendix 1, Figure 5: North façade, looking south

Appendix 1, Figure 6: Garage, south and east facades, looking northwest

Appendix 1, Figure 7: West and south facades, looking northeast

Appendix 1, Figure 8: Corn bin, looking northwest

APPENDIX II: PANHANDLE EASTERN PIPELINE EASEMENT DOCUMENTS

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#15

COUNTY 8 STATE
Hamilton Indiana

For and in consideration of ONE DOLLAR to me in hand paid, receipt of which is hereby acknowledged, and the further consideration of fifty cents per lineal rod, to be paid when the grant hereinafter provided shall be used or occupied Edward J. Larsen, unmarried

(hereinafter called the Grantor) do hereby grant to INDIANA GAS TRANSMISSION CORPORATION (hereinafter called the Grantee), its grantees, successors and assigns, the right to lay, maintain, operate, repair, replace, change the size of, and remove a pipe line, together with valves and other necessary appurtenances, on a certain 40 acre tract of land, situate in Section No. 6 Twp. No. 17 North, Range No. 3 East, in Clay Township, Hamilton County, and State of Indiana, bounded as follows:

On the North by lands of R. P. Bundy

On the East by lands of R. P. Bundy

On the South by lands of now or formerly owned by M. J. Shaw

On the West by lands of R. P. Bundy

With the right of ingress and egress to and from the same; the said Grantor to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the said Grantee. Said pipe to be buried so as not to interfere with the cultivation of the land, and said Grantee to pay any damages which may arise to crops and fences from the laying, maintaining, repairing, replacing, operating and final removing of said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one to be appointed by the said Grantee, and the third to be chosen by the two so appointed, and the award of such three persons shall be final and conclusive. And the said Grantee, its grantees, successors and assigns, is hereby further granted the right at any time to lay, maintain, operate, repair, replace and remove a second line of pipe alongside of the first line as herein provided, upon the payment of a like consideration, and subject to the same conditions.

It is agreed that, after said line is constructed as herein provided, and during the time it is used for the transportation of gas through the premises, arrangements will be made whereby the Grantors, their grantees, heirs or assigns, shall have the right to purchase gas through one tap therefrom on said tract, for use on the tract above described. It is understood and agreed that said pipe line is a transportation line and not a distribution line and that whenever said Grantee, its grantees, successors or assigns, shall temporarily cease to use, remove or abandon said line, the Grantors right to purchase gas therefrom shall cease and terminate.

Payment of all moneys falling due hereunder may be made to Edward J. Larsen in currency, or by check made payable the order of Edward J. Larsen and mailed to him at Zionsville, Indiana

In Witness Whereof, the said Grantor has hereunto set his hand this 5th day of December, A. D., 1935.

Signed and acknowledged
in the presence of:

Paul A Nall
E P McCarty

Edward J Larsen

The State of Indiana, Boone County, ss.

Personally appeared before me, a notary public in and for said County and State, Edward J. Larsen, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, this 10th day of December, A. D. 19 35

Raphael T Bundy

My commission expires 3-5-1938. Notary Public.

This instrument was filed for record
on the 19 day of December, 1935 and
duly recorded in ~~book~~, volume, ~~liber~~ 32
page 295 of the records of this office.

.....
~~Register~~, Recorder ~~or County Clerk~~

911

BOOK 118 PAGE 118

AMENDMENT OF AGREEMENTS FOR RIGHT-OF-WAY
AND RIGHT-OF-WAY GRANTS

THIS AGREEMENT, Made as of the 10th day of March, 1970, by and between Joe Cohn, an unmarried adult, hereinafter referred to as "Grantor", and Panhandle Eastern Pipe Line Company, a corporation, having an office at 3444 Broadway, Kansas City, Missouri, hereinafter referred to as "Grantee".

WITNESSETH:

THAT WHEREAS, Grantor represents that he is the present owner of a certain parcel of land, hereinafter referred to as "TRACT A", situated in Hamilton County in the State of Indiana, described as follows:

TRACT A: Part of the South Half of Section Six (6), Township Seventeen (17) North, Range Three (3) East, in Hamilton County, Indiana, more particularly described as follows:

Beginning at a point on the South line of said Section 6, Township 17 North, Range 3 East, 1065.39 feet East of the Southwest corner of said Section Six, running thence East in and along said South line 2526.21 feet to a point; thence North parallel to the East line of the East Half of the West Half of the Southeast Quarter of said Section Six a distance of 217.80 feet to a point; thence East parallel with said South line 200.0 feet to a point in said East line; thence North in and along said East line 2436.20 feet to a point on the North line of said Southeast Quarter Section; running thence West in and along said North line 664.0 feet to a point in the West line of the East Half of the West Half of said Southeast Quarter Section; running thence South in and along said West line 674 feet, more or less, to a point; thence West parallel with the South line of said Section 1392.60 feet to a point; said point being 1980 feet North of the South line of said Section 6; thence South 74.91 feet to a point; thence West parallel with the South line of said Section 1323.52 feet to a point in the center line of U. S. Road Number 421 as now located; thence South 16°-8' East 230.34 feet to a point; thence South 17°-6' East 316.47 feet to a point; thence South 17°-58' East 208.89 feet to a point; thence South 18°-40' East 275.88 feet to a point; thence South 19°-50' East 371.91 feet to a point; said point being 570.24 feet North of the South line of said Section 6; and also being in the center line of said U. S. Road 421; thence southeasterly in and along said center line for a distance of 606.75 feet to the place of beginning, said point being also the intersection of the centerline of U.S. Road 421 and West 106th Street as now located in Hamilton County, Indiana, containing in all 146.52 acres, more or less

which said TRACT A is subject, AMONG OTHER LAND, to the following described Agreements for Right-of-Way and Right-of-Way Grants:

(1) Agreement for Right-of-Way dated October 10, 1935, made by Edward J. Larsen, single, as grantor, in favor of the Indiana Gas Transmission Corporation, its grantees, successors and assigns, as grantee, recorded in the office of the Recorder in and for Hamilton County, Indiana, in Volume 32, page 243; and

(2) Agreement for Right-of-Way dated December 5, 1935, made by Edward J. Larsen, unmarried, as grantor, in favor of the Indiana Gas Transmission Corporation, its grantees, successors and assigns, as grantee, recorded in the office of the Recorder in and for Hamilton County, Indiana, in Volume 32, page 295;

(3) Right-of-Way Grant dated September 28, 1950, made by Edward J. Larsen, a single man, as grantor, in favor of Grantee, its successors and assigns, as grantee, recorded in the office of the Recorder in and for Hamilton County, Indiana, in Book 40, page 68-9; and

(4) Right-of-Way Grant dated February 28, 1951, made by Edward J. Larsen, a single man, as grantor, in favor of Grantee, its successors and assigns, as grantee, recorded in the office of the Recorder in and for Hamilton County, Indiana, in Book 40, page 255-6; and

(5) Right-of-Way Grant dated March 15, 1962, made by Edward J. Larsen, a single man, as grantor, in favor of Grantee, its successors and assigns, as grantee, recorded in the office of the Recorder in and for Hamilton County, Indiana, in Book 68, page 98-99;

and

WHEREAS, under and pursuant to the above described Agreements for Right-of-Way and Right-of-Way Grants, there have heretofore been constructed on, over, and across TRACT A four high pressure, large diameter, interstate natural gas transmission pipelines owned, operated, and maintained by Grantee and hereinafter referred to as Grantee's Line 100, Line 200, Line 300, and Line 400; and

WHEREAS, Grantee has succeeded to all of the right, title, and interest of Indiana Gas Transmission Corporation in, to, and under the above described Agreements for Right-of-Way referred to in Items (1) and (2) above; and

WHEREAS, Grantor has requested Grantee to release, surrender, and relinquish the aforesaid Agreements for Right-of-Way and Right-of-Way Grants INSOFAR and INSOFAR ONLY as they cover that portion of the aforesaid TRACT A which lies OUTSIDE of two (2) certain strips of land hereinafter described.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. That Grantee shall, and by these presents does, hereby release, surrender, and relinquish unto Grantor, his heirs, successors and assigns, all of Grantee's right, title, and interest

in, to, and under the above described Agreements for Right-of-Way and Right-of-Way Grants, INSOFAR and INSOFAR ONLY as they cover that portion of TRACT A which lies outside of two (2) certain strips of land, on one of which said strips of land, hereinafter referred to as Pipeline Easement "A", Grantee's Line 100 and Line 200 are located, and on the other of which said strips of land, hereinafter referred to as Pipeline Easement "B", Grantee's Line 300 and Line 400 are located, which aforesaid two (2) strips of land are described as follows:

[1] Pipeline Easement "A" -- Being a strip of land described as follows:

Beginning at a point on the South line of Section Six, Township Seventeen North, Range Three East, Hamilton County, Indiana, at a distance of 417.77 feet West of the East line of the East Half of the West Half of the Southeast Quarter of said Section Six, thence deflecting to the right 138°-18'-45" for a distance of 559.42 feet to a point in said East line, thence North in and along said East line 199.30 feet to a point; thence deflecting to the left 132°-05'-12" for a distance of 856.91 feet to a point in said South line; thence East in and along said South line 213.74 feet to the place of beginning, the Northwest boundary line of said Pipeline Easement "A" being 50 feet Northwest of and parallel to the centerline of the Northwest pipeline (Line 100) located on said Pipeline Easement "A" and the Southeast boundary line of said Pipeline Easement "A" being 50 feet Southeast of and parallel to the centerline of the Southeast pipeline (Line 200) located on said Pipeline Easement "A".

[2] Pipeline Easement "B" -- Being a strip of land described as follows:

Beginning at a point on the South line of Section Six, Township Seventeen North, Range Three East, Hamilton County, Indiana, at a distance of 947.87 feet West of the East line of the East Half of the West Half of the Southeast Quarter of said Section Six; thence deflecting to the right 143°-32'-09" for a distance of 1225.38 feet to a point in said East line; thence North in and along said East line 188.99 feet to a point; thence deflecting to the left 126°-01'-02" for a distance of 1434.22 feet to a point in said South line; thence East in and along said South line 269.16 feet to the place of beginning, the Northwest boundary line of said Pipeline Easement "B", being 50 feet Northwest of and parallel to the centerline of the Northwest pipeline (Line 400) located on said Pipeline Easement "B" and the Southeast boundary line of said Pipeline Easement "B" being 50 feet Southeast of and parallel to the centerline of the Southeast pipeline (Line 300) located on said Pipeline Easement "B",

it being the intention of the parties hereto to free all of the above described TRACT A from and of the lien, encumbrance, and burden of the above described Agreements for Right-of-Way and Right-of-Way Grants, SAVE and EXCEPT as to the two (2) above described strips of land comprising Pipeline Easement "A" and Pipeline Easement "B", as to each of which said strips of land the above described Agreements for Right-of-Way and Right-of-Way Grants, as herein modified and amended, SHALL REMAIN IN FULL FORCE AND EFFECT. No release, surrender, or relinquishment of

any part of the above described Agreements for Right-of-Way and Right-of-Way Grants covering, affecting, or pertaining to any land lying OUTSIDE of the boundaries of the above described TRACT A is made or is intended to be made hereunder.

2. No house, garage, building, septic tank, drain pipes, trees, lake, reservoir, swimming pool, or other structure, facility, or tree-like growth shall be hereafter placed, erected, or planted anywhere on the above described two (2) strips of land (Pipeline Easement "A" and Pipeline Easement "B") reserved, as aforesaid, by Grantee; provided, however, that Grantor shall have the right to install or authorize the installation of utility installations on said two (2) reserved strips of land (Pipeline Easement "A" and Pipeline Easement "B") so long as such utility installations are not placed parallel to and within ten (10) feet of any of Grantee's aforesaid pipelines and so long as such utility installations as may cross Grantee's aforesaid pipelines do so under said pipelines and at approximate right angles thereto and in such manner as not to interfere with, endanger, or damage Grantee's aforesaid pipelines.

3. No portion of the above described two (2) strips of land (Pipeline Easement "A" and Pipeline Easement "B") reserved by Grantee, as aforesaid, shall be utilized for the seating or other accommodation of persons in connection with any gathering of any sort, nor shall any portion of the above described two (2) strips of land (Pipeline Easement "A" and Pipeline Easement "B") lying within ten (10) feet of any of the aforesaid pipelines be utilized for the parking of vehicles, and no impervious type pavement in connection with the establishment or use of any vehicular parking area shall be placed over or within ten (10) feet of any of the aforesaid pipelines.

4. No cover or overburden shall be removed from any of the aforesaid pipelines, nor shall any lateral or subjacent support be removed therefrom except temporarily and as an incident to the installation of utilities hereinabove authorized to be placed across said two (2) above described strips of land (Pipeline Easement "A" and Pipeline Easement "B") or as an incident to the construction of any railroad track, street, sidewalk, driveway, road, alley, or curbing not constructed parallel to and within ten (10) feet of any of the aforesaid pipelines, and Grantee shall, in no event, except upon the conditions hereinafter referred to in 5. below, be required to alter or change the level or position of its aforesaid existing pipelines by reason of the exercise by Grantor of any of the rights conferred on him under this Agreement with respect to the two (2) above described strips of land (Pipeline Easement "A" and Pipeline Easement "B") reserved, as aforesaid, by Grantee.

5. No railroad track, street, sidewalk, driveway, road, alley, or curbing shall be constructed substantially parallel to and within ten (10) feet of the aforesaid pipelines. Nothing herein, however, shall preclude Grantor, his heirs, successors, or assigns, from constructing any railroad track, street, sidewalk, driveway, road, alley, or curbing ACROSS Grantee's aforesaid pipelines so long as said railroad track, street, sidewalk, driveway, road, alley, or curbing shall cross Grantee's aforesaid pipelines at approximate right angles thereto; provided, however, that if the proposed construction by Grantor, or his heirs, successors,

or assigns, of any railroad track, street, sidewalk, driveway, road, alley, or curbing ACROSS either of the aforesaid two (2) strips of land (Pipeline Easement "A" and Pipeline Easement "B") would, in Grantee's opinion, imperil any of the aforesaid pipelines, then Grantor, his heirs, successors, and assigns, shall not proceed with such construction; provided further, however, that Grantor, or his heirs, successors, or assigns, may proceed with such proposed construction after (a) Grantor, or his heirs, successors, or assigns, has entered into an agreement in form satisfactory to Grantee to pay to and reimburse Grantee for all direct and indirect costs and expenses of every sort and character which would have to be incurred or expended by Grantee in connection with whatever protective work, for example, lowering, encasing, adjusting, or otherwise altering any or all of the aforesaid pipelines, might, in Grantee's opinion, be required to protect its aforesaid pipelines from the consequences of such proposed construction, and (b) Grantee has had such reasonable period of time as might be required by Grantee to complete such protective work as may be covered by the aforesaid reimbursement agreement. Grantee shall, at its own expense, accommodate such future pipeline as it may construct on either of the two (2) above described strips of land (Pipeline Easement "A" and Pipeline Easement "B") to any THEN EXISTING railroad track, street, sidewalk, driveway, road, alley, or curbing located on and ACROSS either or both of said two (2) above described strips of land (Pipeline Easement "A" and Pipeline Easement "B").

As hereby modified, amended, and restricted, the above described Agreements for Right-of-Way and Right-of-Way Grants, insofar as they cover or pertain to either or both of the two (2) above described strips of land (Pipeline Easement "A" and Pipeline Easement "B") are hereby confirmed and ratified.

This instrument shall be binding upon the parties hereto, their heirs, successors, and assigns.

EXECUTED as of the day and year first hereinabove written.

Joe Cohn

Joe Cohn

PANHANDLE EASTERN PIPE LINE COMPANY

ATTEST:

D. A. Robertson

D. A. Robertson,
Assistant Secretary

By K. E. Kalen

K. E. Kalen,
Vice-President

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

BE IT REMEMBERED, that on this 10th day of

March, 1970, before me, a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally appeared Joe Cohn, an unmarried adult, and acknowledged the execution of the annexed instrument of writing.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

THEODORE R. DANN Notary Public

NOTARY PUBLIC, STATE OF INDIANA
MY COMMISSION EXPIRES MAY 9, 1972
ISSUED THRU NATIONAL NOTARY PUBLIC ASSOCIATION

My Commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

This Instrument Recorded Mar 30 1970
CHARLOTTE E. HALL, RECORDER HAMILTON COUNTY, IND.

I, Malina L. Parker a Notary Public in and for the State and County aforesaid, hereby certify that on this 23 day of March, 1970, the foregoing Amendment of Agreements for Right-of-Way and Right-of-Way Grants was produced before me by the parties, personally known to me, and acknowledged by W. E. Galen, Vice-President of Panhandle Eastern Pipe Line Company, to be the act and deed of Panhandle Eastern Pipe Line Company, and the said W. E. Galen, by me being duly sworn, did say that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

Malina L. Parker
Malina L. Parker Notary Public

My Commission expires: My Commission Expires July 28, 1972

This instrument was prepared by Russell Voertman, 3444 Broadway, Kansas City, Missouri.