

PH0021007

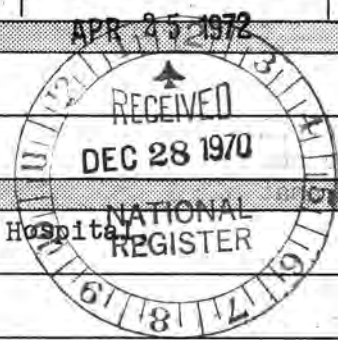
Form 10-300  
(July 1969)

UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

### NATIONAL REGISTER OF HISTORIC PLACES INVENTORY - NOMINATION FORM

(Type all entries - complete applicable sections)

STATE:	Indiana
COUNTY:	Marion
FOR NPS USE ONLY	
ENTRY NUMBER	DATE



#### 1. NAME

COMMON: Old Pathology Building

AND/OR HISTORIC: Pathology Department

#### 2. LOCATION

STREET AND NUMBER: ~~On the grounds of Central State Hospital~~  
3000 West Washington Street, ^

CITY OR TOWN: Indianapolis

STATE: Indiana CODE: 18 COUNTY: Marion CODE: 097

#### 3. CLASSIFICATION

CATEGORY (Check One)	OWNERSHIP	PUBLIC ACQUISITION	STATUS	ACCESSIBLE TO THE PUBLIC
<input type="checkbox"/> District <input type="checkbox"/> Site <input type="checkbox"/> Object <input checked="" type="checkbox"/> Building <input type="checkbox"/> Structure	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Both	<input type="checkbox"/> In Process <input type="checkbox"/> Being Considered	<input type="checkbox"/> Occupied <input type="checkbox"/> Unoccupied <input checked="" type="checkbox"/> Preservation work in progress	Yes: <input checked="" type="checkbox"/> Restricted <input type="checkbox"/> Unrestricted <input type="checkbox"/> No

PRESENT USE (Check One or More as Appropriate)

<input type="checkbox"/> Agricultural	<input type="checkbox"/> Government	<input type="checkbox"/> Park	<input type="checkbox"/> Transportation	<input type="checkbox"/> Comments
<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Private Residence	<input type="checkbox"/> Other (Specify)	
<input checked="" type="checkbox"/> Educational	<input type="checkbox"/> Military	<input type="checkbox"/> Religious		
<input type="checkbox"/> Entertainment	<input checked="" type="checkbox"/> Museum	<input checked="" type="checkbox"/> Scientific		

#### 4. OWNER OF PROPERTY

OWNER'S NAME: State of Indiana

STREET AND NUMBER:

CITY OR TOWN: STATE: Indiana CODE: 18

#### 5. LOCATION OF LEGAL DESCRIPTION

COURTHOUSE, REGISTRY OF DEEDS, ETC.: City-County Building

STREET AND NUMBER:

CITY OR TOWN: STATE: 18-70-000 Indiana CODE: 18

#### 6. REPRESENTATION IN EXISTING SURVEYS

TITLE OF SURVEY: The U. S. Geological Survey (grounds only)  
Indianapolis West Quadrangle

DATE OF SURVEY: 1946 revised 1959  Federal  State  County  Local

DEPOSITORY FOR SURVEY RECORDS: U. S. Department of the Interior

STREET AND NUMBER:

CITY OR TOWN: STATE: Indiana CODE: 18

SEE INSTRUCTIONS

STATE: COUNTY: ENTRY NUMBER: DATE: FOR NPS USE ONLY

**7. DESCRIPTION**

CONDITION	(Check One)					
	<input type="checkbox"/> Excellent	<input checked="" type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Deteriorated	<input type="checkbox"/> Ruins	<input type="checkbox"/> Unexposed
	(Check One)			(Check One)		
	<input type="checkbox"/> Altered	<input checked="" type="checkbox"/> Unaltered		<input type="checkbox"/> Moved	<input checked="" type="checkbox"/> Original Site	

DESCRIBE THE PRESENT AND ORIGINAL (If known) PHYSICAL APPEARANCE

The building is two stories high, constructed over a stone foundation. It is built of brick and stone. It contains nineteen working rooms, one of which is an amphitheater with a seating capacity of 160 persons.

The first floor contains a large and small reception room, a viewing room, a mortuary, a dissecting room, a storage room, a chemical laboratory, and an anatomical and pathological museum, and a toilet room.

The second floor has the following: a study room, a records room, a photography laboratory with dark room, a storage room, a library, a microscopical laboratory, a bacteriological laboratory, a pathologists' research room, and a toilet room.

In addition, the first floor has two one-story additions on the rear of the building, one of which is for storage and the other a public toilet facility for use in conjunction with the amphitheater (containing working plumbing fixtures of the early 1900's).

With the exception of the above-mentioned additions, the building's present physical appearance is that of the original structure. The interior of the building, in plan, decoration, and equipment, is that of the original structure.

SEE INSTRUCTIONS



**NATIONAL REGISTER OF HISTORIC PLACES  
INVENTORY - NOMINATION FORM**

(Continuation Sheet)

STATE	
COUNTY	
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(Number all entries)

7. Description (continued)

From the educational point of view the amphitheater is the principal room in the Old Pathology Building. One hundred sixty chairs are arranged in concentric tiers above a central podium. The arrangement facilitates clinical demonstrations as well as didactic presentations. In addition, by its location adjacent to the morgue, the room could be used for gross anatomical and pathological demonstrations by replacing the podium with the dissecting table. A block and tackle suspended from the ceiling was used for this purpose. An anatomical room adjacent to the amphitheater was used for dissection. (Indiana did not have an anatomical law until 1908).

A principal feature of the building is the anatomical and pathological museum. This museum's most unique exhibit is that prepared by Dr. Walther Bruetsch, relating to the malarial treatment of central nervous system syphilis. Prior to the discovery of antibiotics, syphilis was a major cause for commitment to mental hospitals. Dr. Julius Wagner von Jauregg made the discovery during World War I that a co-infection with malaria would often cure central nervous system syphilis. A student of von Jauregg, Dr. Walther Bruetsch, introduced this treatment to America in the early 1920's, from this Old Pathology Building. Dr. Bruetsch's fever charts, as well as his excellent photomicrographic enlargements, provide graphic demonstration of the clinical and microscopical effectiveness of this former method of treatment.

(The museum is to be augmented with exhibits now stored at the Indiana University School of Medicine relating to the history of medicine and medical education in Indiana).

Another room of note is the library on the second floor. This library is devoted to books of historical significance relating to neurology, psychiatry, and the history of medicine and medical education in the Midwest. This library contains volumes of historical significance only, relating to the period of the building and before. The collection is intended to provide a facility not currently provided by the local medical, State, or City libraries.



NATIONAL REGISTER OF HISTORIC PLACES  
INVENTORY - NOMINATION FORM

(Continuation Sheet)

STATE		RECEIVED APR 3 1972 NATIONAL REGISTER
COUNTY		
FOR NPS USE ONLY		
ENTRY NUMBER	DATE	
APR 25 1972		

(Number all entries)  
7. Description

During the late nineteenth century the principal tool for the scientific investigation of disease was the microscope.

In order for a disease to be studied, however, it was necessary, first of all, to have access to the diseased tissue (i. e. a surgery or a morgue). Once obtained, the tissue then had to be processed before it could be studied. This consisted first of preserving and hardening the tissue. Next it had to be dehydrated and then blocked in celloiden. This gave it a firm consistency which allowed it to be cut into very thin slices by a tool developed during the late nineteenth century called a microtome. The tissue was then ready for staining. Stains selectively imparted color to certain structural elements of the cells forming the tissues making the anatomy of the cell and the changes caused by disease more evident. Tissue sections thus processed were then ready for mounting on a glass slide for use under the microscope.

The late nineteenth century and early twentieth century was the period of greatest development of these histological techniques. A tremendous number of new stains and new staining techniques were developed. It was an age of optimism, too; a time when, hopefully, a new stain or a new technique might reveal the cause or mechanism of a disease process and hence lead to its cure or prevention. The attitude and approach were rewarded. These techniques were used by Robert Koch to demonstrate the tubercle bacillus (Nobel Prize 1905); by Camillo Golgi and Santiago Ramon y Cajal for the demonstration of the structural anatomy of the brain (Nobel Prize 1906) and by Charles Laveran to demonstrate the malarial parasite (Nobel Prize 1907). This technique was also used by Hideyo Noguchi in 1913 to show the existence of the Treponema pallidum in the brain of a patient with general paresis, thus proving this organism (the agent causing the venereal disease syphilis) to be responsible for the central nervous system malady. Dr. Walther Bruetsch, using the Old Pathology Building and its facilities, used the techniques to show how a co-infection with malaria stimulates the reticuloendothelial system of the body to combat central nervous system syphilis (a form of treatment for which Julius Wagner von Jauregg received the Nobel Prize in 1927).

The Old Pathology Building is a preservation of the environment in which studies of this kind were done. The architecture, tools, and the environment are representative of the period.

(See attached drawings).

From the scientific point of view the mortuary is the key room in the building. This room provides the tissues for scientific studies. Autopsies were performed here on patients who were insane at the time of their deaths. A reception room and viewing room for the family of the deceased was a consideration which undoubtedly aided in obtaining consent for post mortem study. (The equipment in the mortuary is representative of the turn of the century).



**3. SIGNIFICANCE**

PERIOD (Check One or More as Appropriate)

- |  |                                       |  |                                       |
|--|---------------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Pre-Columbian | <input type="checkbox"/> 16th Century | <input type="checkbox"/> 18th Century            | <input type="checkbox"/> 20th Century |
| <input type="checkbox"/> 15th Century  | <input type="checkbox"/> 17th Century | <input checked="" type="checkbox"/> 19th Century |                                       |

SPECIFIC DATE(S) (If Applicable and Known) 1895

AREAS OF SIGNIFICANCE (Check One or More as Appropriate)

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> Aboriginal     | <input checked="" type="checkbox"/> Education   | <input type="checkbox"/> Political           | <input type="checkbox"/> Urban Planning  |
| <input type="checkbox"/> Prehistoric    | <input type="checkbox"/> Engineering            | <input type="checkbox"/> Religion/Philosophy | <input type="checkbox"/> Other (Specify) |
| <input type="checkbox"/> Historic       | <input type="checkbox"/> Industry               | <input checked="" type="checkbox"/> Science  | _____                                    |
| <input type="checkbox"/> Agriculture    | <input type="checkbox"/> Invention              | <input type="checkbox"/> Sculpture           | _____                                    |
| <input type="checkbox"/> Architecture   | <input type="checkbox"/> Landscape Architecture | <input type="checkbox"/> Social/Humanitarian | _____                                    |
| <input type="checkbox"/> Art            | <input type="checkbox"/> Literature             | <input type="checkbox"/> Theater             | _____                                    |
| <input type="checkbox"/> Commerce       | <input type="checkbox"/> Military               | <input type="checkbox"/> Transportation      | _____                                    |
| <input type="checkbox"/> Communications | <input type="checkbox"/> Music                  |  | _____                                    |
| <input type="checkbox"/> Conservation   |   |  | _____                                    |

STATEMENT OF SIGNIFICANCE

This Building is significant in terms of the history of medicine and medical education in the United States. It is an architectural landmark in the science of medicine, representing the pinnacle of 19th century laboratory design, development, and equipment. (The Building is preserved as a Medical History Museum).

It has further significance to the State of Indiana, being the State's first Medical Center, and oldest medical classroom and amphitheater. It has further significance to the State, being on the grounds of the State's first hospital.

The grounds on which the Building stands has significance to the City of Indianapolis, being the residence of: 1. George Smith, publisher of the City's first newspaper, "The Indianapolis Gazette;" 2. The residence of his stepson, Nathaniel Bolton, the City's first historian, and his wife, Sarah Bolton, Indiana's "pioneer poet laureate;" and 3. The residence of John Evans, who was first commissioner and first superintendent of the State's first hospital. (Evans later founded Evanston, Illinois, Northwestern University, and the University of Denver. He built railroads in Indiana, Illinois and Denver; and was primarily responsible for Denver's being Colorado's major city. He was territorial governor of Colorado during the Civil War and was a major supporter and influence in the election Abraham Lincoln. Mt. Evans was named in his honor).

SEE INSTRUCTIONS



**9. MAJOR BIBLIOGRAPHICAL REFERENCES**

Indiana Central State Hospital Annual Reports,  
1895 through 1955, inclusive.

**10. GEOGRAPHICAL DATA**

LATITUDE AND LONGITUDE COORDINATES DEFINING A RECTANGLE LOCATING THE PROPERTY				OR	LATITUDE AND LONGITUDE COORDINATES DEFINING THE CENTER POINT OF A PROPERTY OF LESS THAN TEN ACRES				
CORNER	LATITUDE		LONGITUDE		LATITUDE		LONGITUDE		
	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
NW	°	'	"	°	'	"			
NE	°	'	"	°	'	"	39	46	12N
SE	°	'	"	°	'	"	86	12	48W
SW	°	'	"	°	'	"			

APPROXIMATE ACREAGE OF NOMINATED PROPERTY: 1

LIST ALL STATES AND COUNTIES FOR PROPERTIES OVERLAPPING STATE OR COUNTY BOUNDARIES

STATE:	CODE	COUNTY	CODE



No 1111

SEE INSTRUCTIONS

**11. FORM PREPARED BY**

NAME AND TITLE: Charles A. Bonsett, M. D.

ORGANIZATION: Indiana Medical History Foundation, Incorporated DATE: 8-3-70

STREET AND NUMBER: 6133 E. 54th Place

CITY OR TOWN: Indianapolis STATE: Indiana CODE: 18

**12. STATE LIAISON OFFICER CERTIFICATION**

As the designated State Liaison Officer for the National Historic Preservation Act of 1966 (Public Law 89-665), I hereby nominate this property for inclusion in the National Register and certify that it has been evaluated according to the criteria and procedures set forth by the National Park Service. The recommended level of significance of this nomination is:

National  State  Local

Name Joh R. Boyd

Title State Liaison Officer

Date December 23, 1970

**NATIONAL REGISTER VERIFICATION**

I hereby certify that this property is included in the National Register.

Robert M. Utley  
Chief, Office of Archeology and Historic Preservation

Date 4/25/72

ATTEST: William M. ...  
Keeper of The National Register

Date APR 25 1972

NATIONAL REGISTER OF HISTORIC PLACES  
INVENTORY - NOMINATION FORM

(Continuation Sheet)

STATE	RECEIVED
COUNTY	APR 3 1972
FOR NPS USE ONLY	NAT
ENTRY NUMBER	DATE
APR 25 1972	



(Number all entries)

8. Statement of Significance.

Medical education in the Ohio Valley prior to the Civil War was provided in most instances by the apprenticeship system. Medical schools were few in number and very restricted in the subject matter taught. The medical school experience was entirely didactic and consisted of "sitting in" on one or two series of lectures. The time required for this experience was measured in terms of months, and there was no prerequisite for entering, other than the ability to pay the required fees. Some physicians would attend a round of lectures after finishing their apprenticeships, this being the crowning feature of their education.

Medical education in the Ohio Valley from the close of the Civil War to the turn of the twentieth century saw the development of the medical education system essentially as we know it today. The principal difference, however, is that the nineteenth century schools were proprietary institutions. During this interval of time the various medical laboratory sciences developed. The prerequisites for admission to the Medical School, the length of time required to obtain a medical education, and the expense of operating a medical school all increased tremendously. The schools became increasingly complex in their structure. The classroom was no longer adequate. Clinical and laboratory facilities (and fulltime teachers) became necessary.

The "Pathological Department" of the Central Indiana Hospital for the Insane (now designated as the Old Pathology Building at Central State Hospital) which was built in 1895, is representative of the best of these educational structures of the period. It was built and operated at State expense. It incorporated the best of all known features in its design, decor, and equipment to facilitate the scientific study of disease and the dissemination of medical information. Although not a medical school per se, the building was constructed to be a "Medical Center" to be used by all the local proprietary schools (of which two were then in existence), and by any physician or student in the State (without cost) who wanted to avail himself of the facility. The building was used continuously from 1895 to 1955 for medical education purposes. (During this entire period there was no remodeling, no change in the internal decor, and most of the equipment remained unchanged). It was used by the Medical College of Indiana, and by the Central College of Physicians and Surgeons, until these two schools combined with the Fort Wayne Medical College to form the Indiana Medical College, Department of Medicine, Purdue University. Purdue University then used the School, as did the new Medical School (created in 1903) known as State Medical College. All of these schools combined in 1908 to form the Indiana University School of Medicine. Indiana University then used the facility until 1955. Since that time the building has remained essentially idle.

The land on which the Old Pathology Building stands is known as Mt. Jackson. The land was so designated by George Smith, the first owner. Smith was a newspaper publisher from Corydon, Indiana, who walked to Indianapolis when the City was first plotted and land made available. He published the



NATIONAL REGISTER OF HISTORIC PLACES  
INVENTORY - NOMINATION FORM

(Continuation Sheet)

STATE	
COUNTY	
FOR NPS USE ONLY	
ENTRY NUMBER	DATE
APK 25 1972	

(Number all entries)

8. Statement of Significance (continued)

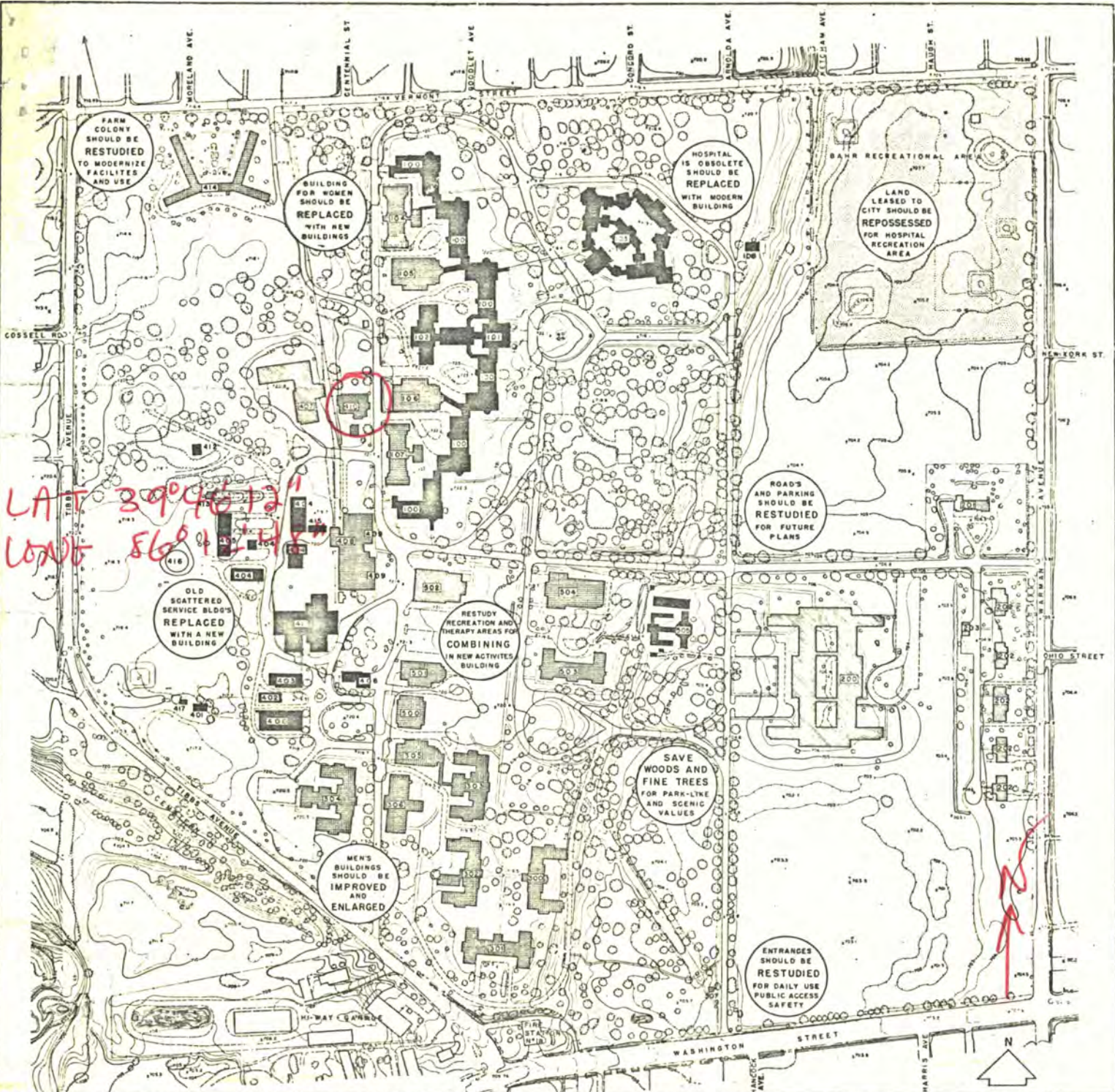
first newspaper in Indianapolis - THE INDIANAPOLIS GAZETTE. He published the paper within the then city limits of Indianapolis, but lived on his farm (Mt. Jackson) located at that time three miles west of the city limits (but long since incorporated within the city limits). Mt. Jackson was named in honor of General Andrew Jackson. Smith was aided in his newspaper work by his stepson, Nathaniel Bolton. Bolton and his wife, Sarah Barrett Bolton, later inherited Mt. Jackson. They enlarged Smith's cabin and converted it into an inn to take advantage of the traffic along the National Road which had been built in front of their farm. Sarah Bolton began writing poetry while living here, and in due time was Indiana's best known poet, being designated as the "Pioneer Poet Laureate."

The Boltons sold their farm in 1845 to the State of Indiana, to be used for the State's first insane asylum. The agent for this sale was Dr. John Evans, a young Attica physician. Dr. Evans had conceived the proposition that the State should logically be responsible for the care and treatment of the blind, the deaf, and the insane. He performed for Indiana what Dorothea Dix was soon to be doing for the Eastern States. He petitioned the State Legislature during the early 1840's and was able to arouse interest, but no action. He then became actively engaged in politics and was such a vigorous worker and such an eloquent speaker that he was a prime factor in the election of Governor Whitcomb in 1844. Following Whitcomb's election, Evans was made a Commissioner to develop the State Hospital. After a trip to the East (at his own expense) to study the existing insane hospitals and their requirements, he returned and selected the Bolton farm as being the most ideal location for the development of the Indiana hospital.

Evans superintended the construction of the hospital (being assisted by Dr. John S. Bobbs, co-founder of the City's first medical school, and the first surgeon in the world to perform gall bladder surgery). When the hospital was completed, Evans declined to accept the role of superintendent. Rather, he moved to Chicago, where he taught obstetrics at the Rush Medical School. He was later to be a founder of universities, a builder of railroads, and territorial Governor of Colorado.







LAT 39° 46' 12"  
 LONG 86° 12' 12"

IDENTIFICATION OF BUILDINGS

NORTH GROUP 52-111 155		EAST GROUP 24-111 155		SOUTH GROUP 25-111 155		WEST GROUP 26-111 155		CENTRAL GROUP 27-111 155	
100	WARD	200	ACUTE & INTENSIVE TREATMENT	300	MEN'S COTTAGE NO. 1	400	CARPENTER SHOP	500	INDUSTRIAL THERAPY
101	OFFICE	201	SUPT. RESIDENCE	301	" " " 2	401	CARPENTER STORAGE	501	RECREATION
102	REAR CENTER	202	DOCTOR'S RESIDENCES	302	" " " 3	402	PAINT SHOP	502	KITCHEN, DINING, & LIBRARY
103	SICK HOSPITAL	203	CARPENT	303	" " " 4	403	MATRESS SHOP	503	EMPLOYEES
104	NORTH INFIRMARY			304	" " " 7	404	GARAGES	504	MAYER HALL
105	OLD DINING			305	MEN'S DINING	405	CANNING FACTORY	505	CONSERVATORY
106	WOMEN'S DINING			306	MEN'S INFIRMARY	406	FIRE HOUSE		
107	SOUTH INFIRMARY			307	GATE HOUSE	407	HAIR SERVICE		
108	BOUQUET HOUSE					408	POWER HOUSE		
								409	PLMB. & ELEC. SHOP
								410	PATHOLOGICAL BLDG.
								411	LAUNDRY
								412	BARN
								413	INCINERATOR
								414	MOTEL
								415	TIN SHOP
								416	WATER TOWER
								417	RECREATIONAL BLDG.

**LEGEND**

SCALE 1" = 1000'

CONTOUR INTERVAL - ONE FOOT

CONDITION

POOR	REPLACE
FAIR	IMPROVE AND USE
GOOD	MAINTAIN AND USE

**B A S E M A P**

AND GENERAL EVALUATION OF EXISTING BUILDINGS AND GROUNDS

PREPARED BY AERIAL TOPOGRAPHY METHOD

**CENTRAL STATE HOSPITAL**

INDIANAPOLIS INDIANA

RICHARD A. BISHOP

RECEIVED

WRIGHT PORTER & LOWE, INC.

ARCHITECTS & ENGINEERS

INDIANAPOLIS INDIANA

DEC 28 1978

NATIONAL REGISTER

DATE: J A NATIONAL REGISTER





UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES  
PROPERTY PHOTOGRAPH FORM

(Type all entries - attach to or enclose with photograph)

STATE Indiana	
COUNTY Marion	
FOR NPS USE ONLY	
ENTRY NUMBER APR 25 1972	DATE

SEE INSTRUCTIONS

<b>1. NAME</b>			
COMMON: Old Pathology Building			
AND/OR HISTORIC: Pathology Department			
<b>2. LOCATION</b>			
STREET AND NUMBER: On the grounds of Central State Hospital 3000 West Washington Street			
CITY OR TOWN: Indianapolis			
STATE: Indiana	CODE 18	COUNTY: Marion	CODE 097
<b>3. PHOTO REFERENCE</b>			
PHOTO CREDIT: Central State Hospital Staff			
DATE OF PHOTO: 1895			
NEGATIVE FILED AT: Old Pathology Building			
<b>4. IDENTIFICATION</b>			
DESCRIBE VIEW, DIRECTION, ETC. East front.			



706

Jackson  
Cem

717

Water

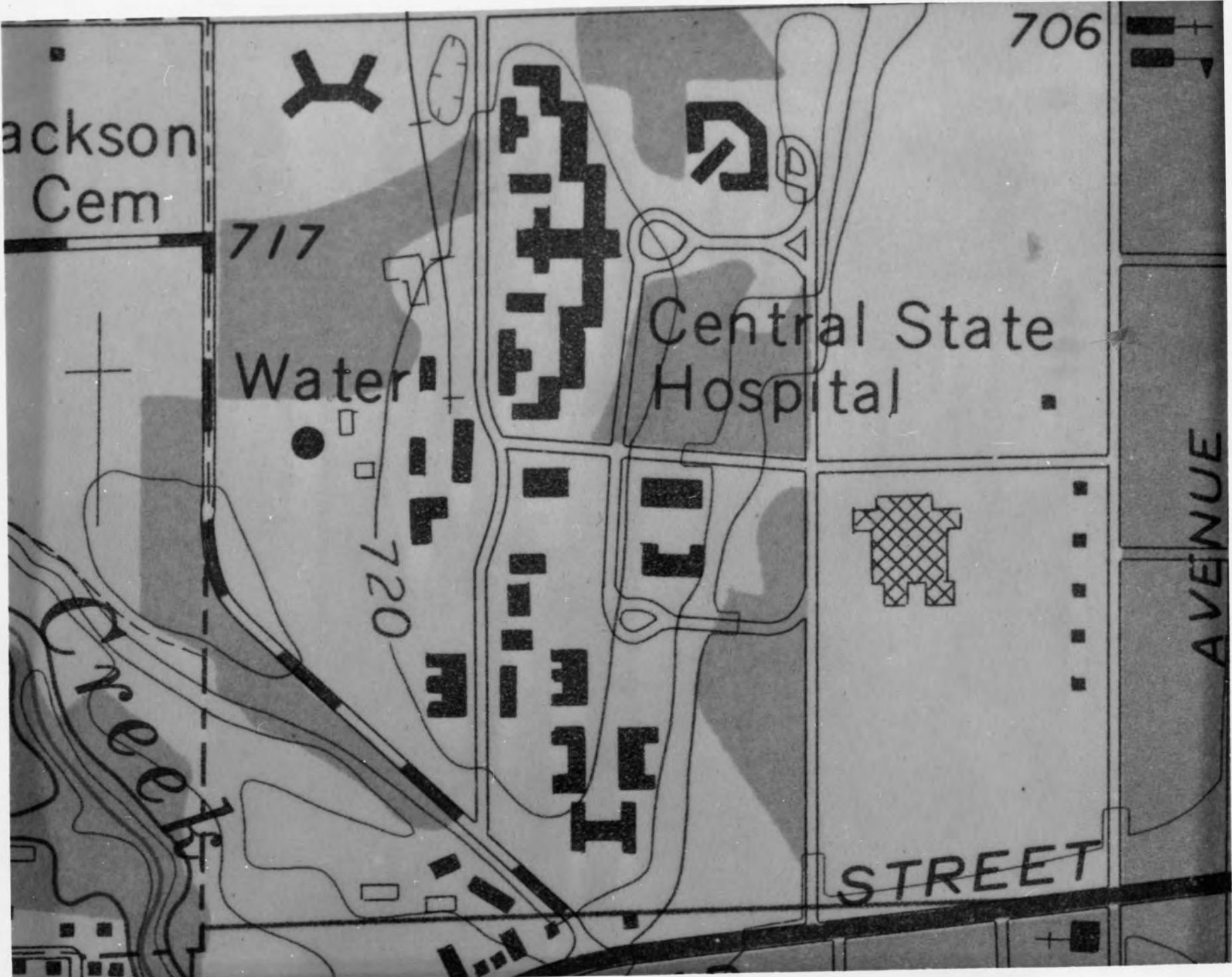
720

Central State  
Hospital

Creek

STREET

AVENUE







**NATIONAL REGISTER OF HISTORIC PLACES  
PROPERTY MAP FORM**

*(Type all entries - attach to or enclose with map)*

STATE Indiana	
COUNTY Marion	
FOR NPS USE ONLY	
ENTRY NUMBER	DATE

SEE INSTRUCTIONS

**1. NAME**

COMMON: Old Pathology Building

AND/OR HISTORIC: Pathology Department

**2. LOCATION**

STREET AND NUMBER: On the grounds of Central State Hospital  
3000 West Washington Street

CITY OR TOWN:  
Indianapolis

STATE: Indiana	CODE 18	COUNTY: Marion	CODE 097
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**3. MAP REFERENCE**

SOURCE:  
Charles A. Bonsett, M. D.

SCALE:

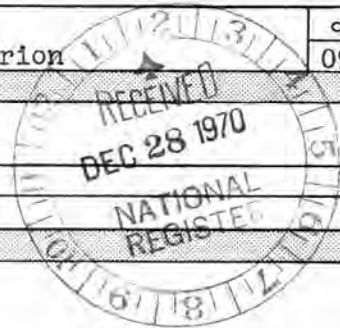
DATE: 2-5-70

**4. REQUIREMENTS**

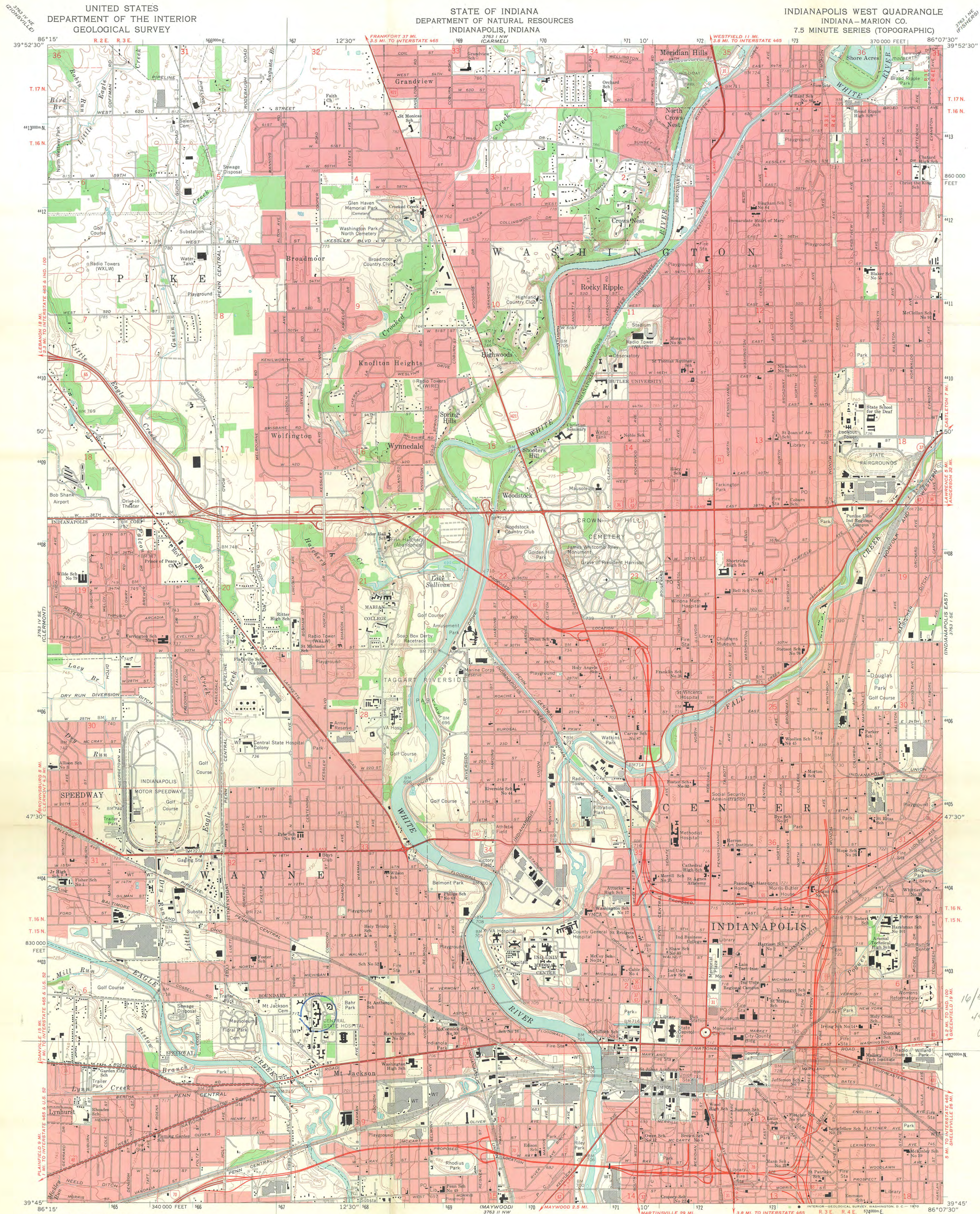
TO BE INCLUDED ON ALL MAPS

1. Property boundaries where required.
2. North arrow.
3. Latitude and longitude reference.

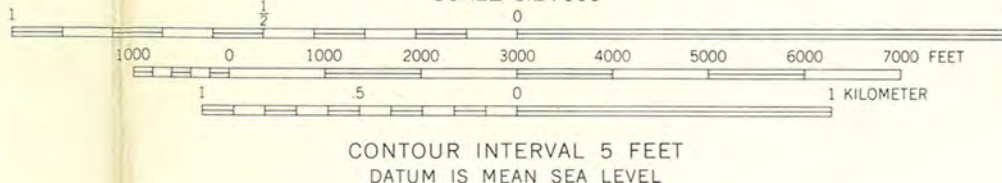
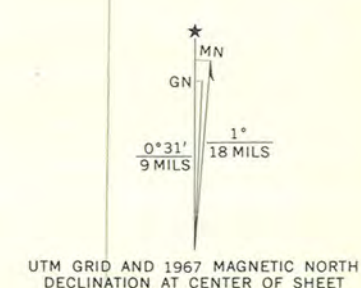
See map.







Mapped, edited, and published by the Geological Survey  
Control by USGS, USC&GS, and Indiana Flood Control and Water  
Resources Commission  
Planimetry by photogrammetric methods from aerial photographs  
taken 1941. Topography by planetable surveys 1946  
Revised from aerial photographs taken 1966. Field checked 1967  
Polyconic projection. 1927 North American datum  
10,000-foot grid based on Indiana coordinate system, east zone  
1000-meter Universal Transverse Mercator grid ticks,  
zone 16, shown in blue  
Fine red dashed lines indicate selected fence and field lines where  
generally visible on aerial photographs. This information is unchecked  
Red tint indicates areas in which only landmark buildings are shown



ROAD CLASSIFICATION  
Primary highway, all weather. Light-duty road, all weather  
hard surface. improved surface  
Unimproved road, fair or dry  
weather  
Interstate Route U. S. Route State Route

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS  
FOR SALE BY U. S. GEOLOGICAL SURVEY, WASHINGTON, D. C. 20242  
AND INDIANA DEPARTMENT OF NATURAL RESOURCES, INDIANAPOLIS, INDIANA 46204  
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

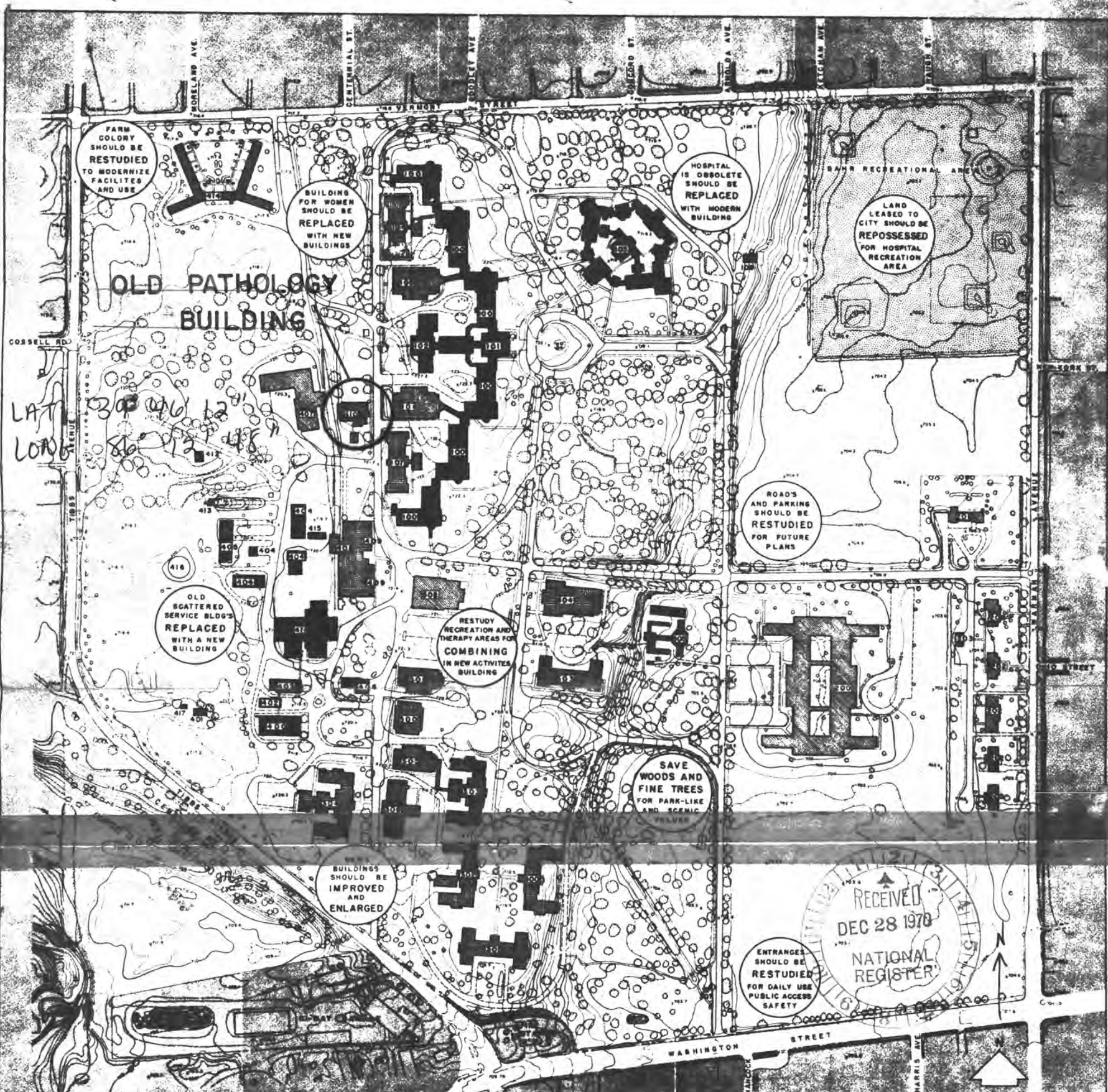
INDIANAPOLIS WEST, IND.  
N 3945—W 8607.5/7.5

1967

AMS 3763 I SW—SERIES V851

10/567500  
4402360  
60





IDENTIFICATION OF BUILDINGS

NORTH GROUP SERIES 100		EAST GROUP SERIES 200		SOUTH GROUP SERIES 300		WEST GROUP SERIES 400		CENTRAL GROUP SERIES 500	
NO.	BUILDING	NO.	BUILDING	NO.	BUILDING	NO.	BUILDING	NO.	BUILDING
100	WARDS 1-24 WOMEN'S BLDG.	200	ACUTE & INTENSIVE TREATMENT	300	MEN'S COTTAGE NO. 1	400	CARPENTER SHOP	500	INDUSTRIAL THERAPY
101	OFFICE	201	SUPT. RESIDENCE	301	" " " 2	401	CARPENTER STORAGE	501	RECREATION
102	SEAR CENTER	202	8 DOCTOR'S RESIDENCES	302	" " " 3	402	PAINT SHOP	502	KITCHEN, DINING, & LIBRARY
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104	NORTH INFIRMARY			304	" " " 5	404	GARAGE	504	MAYER HALL
105	MEN'S DINING			305	MEN'S DINING	405	CANNING FACTORY	505	CONSERVATORY
106	WOMEN'S DINING			306	MEN'S INFIRMARY	406	FIRE HOUSE		
107	SOUTH INFIRMARY			307	SATE HOUSE	407	MAIN SERVICE		
108	WREST HOUSE					408	POWER HOUSE		
								409	PLUMB. & ELEC. SHOP
								410	PATHOLOGICAL BLDG.
								411	LAUNDRY
								412	BARN
								413	GENERATOR
								414	MOTEL
								415	TIN SHOP
								416	WATER TOWER
								417	RECREATIONAL BLDG.

**LEGEND**

SCALE 1" = 100.0'

CONTOUR INTERVAL - ONE FOOT

CONDITION

REPLACE	RECOMMENDATION
IMPROVE AND USE	
MAINTAIN AND USE	

**B A S E M A P**

AND GENERAL EVALUATION OF EXISTING BUILDINGS AND GROUNDS

PREPARED BY AERIAL TOPOGRAPHY METHOD

**CENTRAL STATE HOSPITAL**

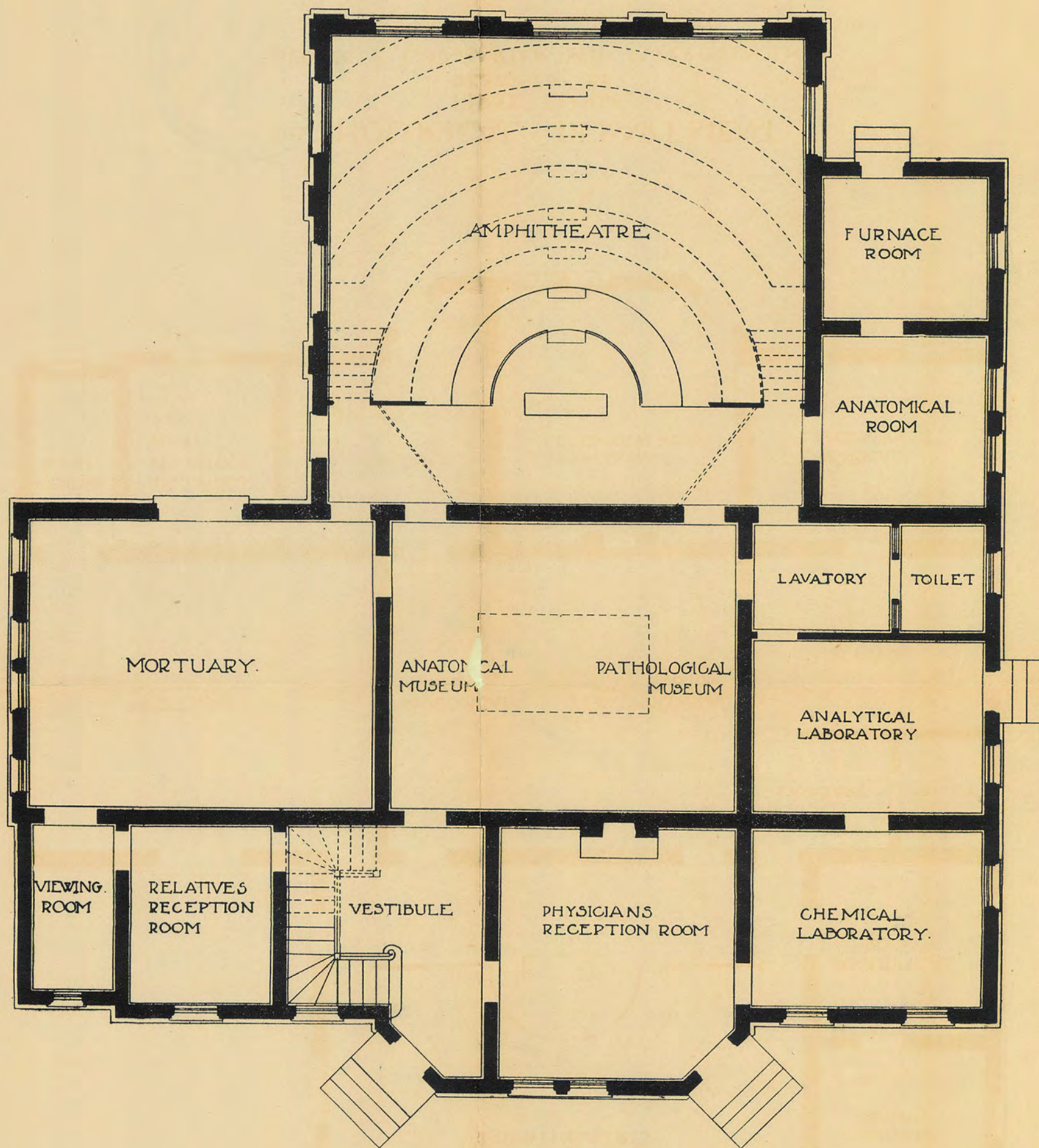
INDIANAPOLIS INDIANA

**RICHARD E. BISHOP**  
AND  
**WRIGHT PORTEOUS & LOWE INC.**

ARCHITECTS AND ENGINEERS  
INDIANAPOLIS INDIANA

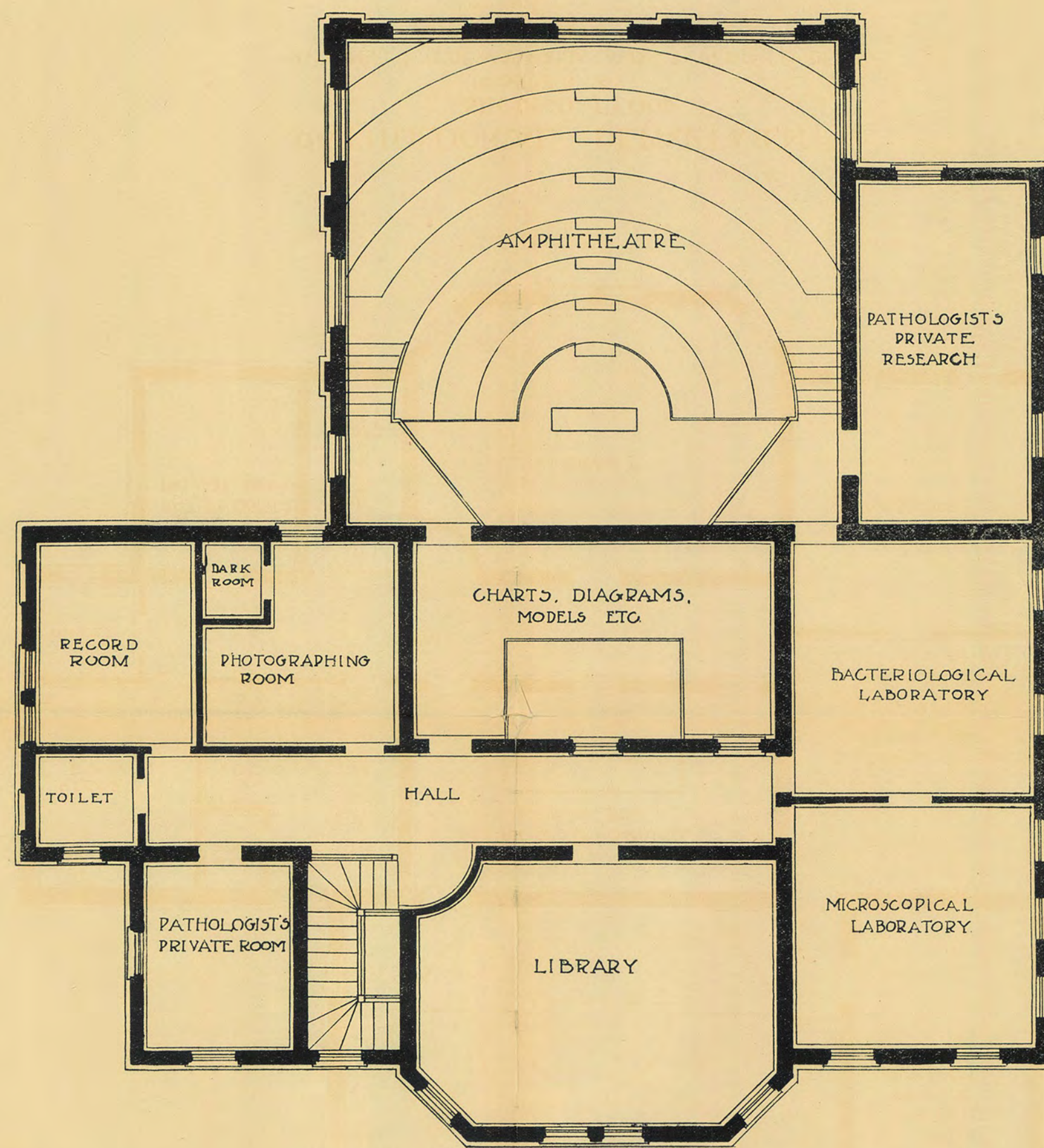
DATE: JANUARY 28, 1963





PATHOLOGICAL DEPARTMENT  
 FIRST FLOOR  
 DESIGNED BY  
 • GEORGE F EDENHARTER M.D. SUPERINTENDENT •  
 • ADOLF SCHERRER ARCHITECT •

SCALE: ONE INCH EQUALS EIGHT FEET.



PATHOLOGICAL DEPARTMENT  
 SECOND FLOOR  
 DESIGNED BY  
 • GEORGE F EDENHARTER M.D. SUPERINTENDENT •  
 • ADOLF SCHERRER ARCHITECT •

SCALE: ONE INCH EQUALS EIGHT FEET.





# National Register of Historic Places

## Note to the record

Additional Documentation: 2017

**National Register of Historic Places Continuation Sheet**

Old Pathology Building

Marion County, IN

ADDITIONAL DOCUMENTATION - 2017

Section number 7 & 10 Page \_\_\_\_\_

This document and accompanying photos serve to update the official record of the Old Pathology Building, regarding its current appearance and the property's boundary.

**Resources:**

The listed property includes two contributing resources, both buildings: the Old Pathology Building, and the "Dead House," a one-story, gable-roofed building of load-bearing red brick. The "Dead House" was for storage of human bodies to be used in studies in the Old Pathology Building. It was built in 1895, concurrently with the Old Pathology Building.

**Description:**

The Old Pathology Building and Dead House continue to function as the Indiana Medical History Museum. Following a recent series of roofing, masonry, and plaster repair campaigns over the past five years (2012-2017), the buildings are in good condition. At some point in recent decades, central air conditioning was installed in the building, to assist in preservation of the extensive collections of the museum. The interior and exterior appearance of the buildings remain essentially the same as when the property was first listed on the National Register of Historic Places on April 25, 1972.

**Section 10, verbal boundary description/justification:**

No verbal boundary was provided in the nomination when accepted by the NPS in 1972. The Old Pathology Building was part of Central State Hospital. Much of the rest of Central State Hospital is now gone, lost to demolition. The intent of the nomination was include only the Old Pathology Building and the Dead House. The parcel that includes these two buildings is now legally defined as follows:

Part of the Southwest Quarter of Section 4, Township 15 North, Range 3 East, Marion County, Indiana, being further described as follows: Commencing at the northwest corner of said quarter section; thence South 00 degrees 23 minutes 23 seconds West (assumed bearing) 869.72 feet along the west line of said quarter section; thence North 81 degrees 12 minutes 14 seconds East 467.80 feet; thence North 07 degrees 11 minutes 48 seconds West 96.30 feet; thence North 81 degrees 12

minutes 14 seconds East 260.40 feet to the Point of Beginning of this description; continue thence North 81 degrees 12 minutes 14 seconds East 144.55 feet; thence South 89 degrees 36 minutes 37 seconds East 679.81 feet; thence South 00 degrees 53 minutes 04 seconds East 327.67 feet; thence North 89 degrees 36 minutes 37 seconds West 679.81 feet; thence North 86 degrees 50 minutes 27 seconds West 110.26 feet; thence North 07 degrees 11 minutes 48 seconds West 301.83 feet to the Point of Beginning, containing 6.027 acres, more or less. Refer also to parcel map.

This boundary includes the two contributing resources and the campus setting of the Old Pathology Building. While only two standing resources are known to exist within the boundary, it is possible that archeological deposits exist within the six acres. Central State Hospital operated on this campus from 1848 – 1994. Though no other buildings exist on the nominated site, below-ground remnants of other buildings may exist.

#### Photos:

Photo 0001 was taken in 2015 by Steve Kennedy, DHPA grants staff (photographer and date repeat for each image). Camera is looking west at the main façade of the Old Pathology Building.

Photo 0002 This is the north façade, camera pointing south/southwest toward Old Pathology Building.

Photo 0003 Camera is pointing northeast toward the rear and south elevations of the Old Pathology Building.

Photo 0004 Camera is pointing north/northeast. The Dead House building is to the right, the south façade of the Old Pathology Building is immediately behind it.

Photo 0005 Camera is pointing west. This view shows the east side of the Dead House building.

Photo 0006 Interior view of the Reception Room, which is on the east side of the first floor.

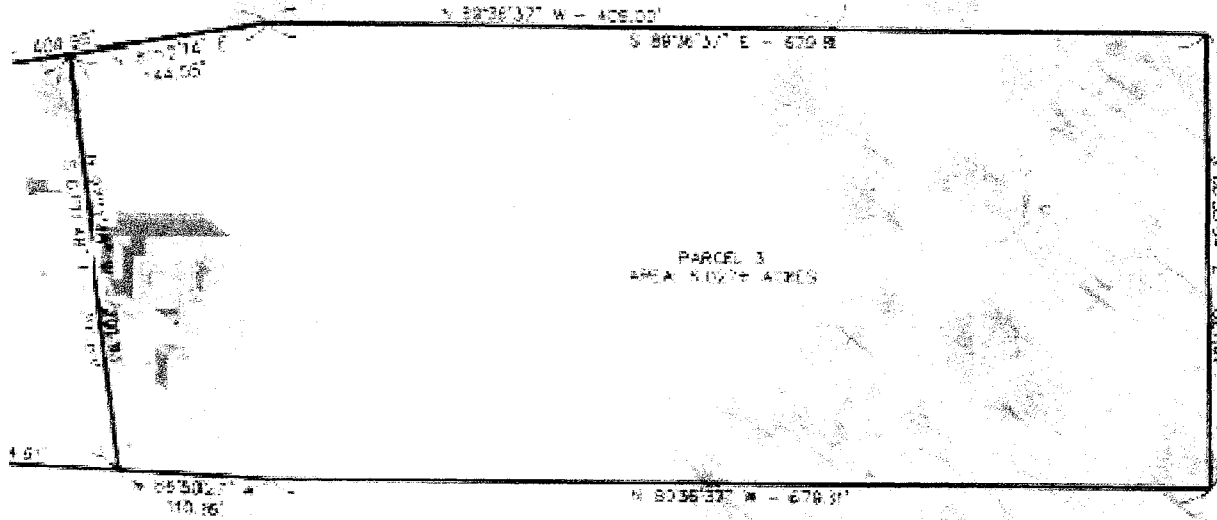
Photo 0007 Interior view of the Bacteriology Lab room, first floor, in the center of the building.

Photo 0008 Interior view of the Surgical Amphitheater room.



**EXHIBIT 2**  
**Survey and Legal Description**

Survey Image



Legal Description

Part of the Southwest Quarter of Section 4, Township 15 North, Range 3 East, Marion County, Indiana, being further described as follows: Commencing at the northwest corner of said quarter section; thence South 00 degrees 23 minutes 23 seconds West (assumed bearing) 869.72 feet along the west line of said quarter section; thence North 81 degrees 12 minutes 14 seconds East 467.80 feet; thence North 07 degrees 11 minutes 48 seconds West 96.30 feet; thence North 81 degrees 12 minutes 14 seconds East 260.40 feet to the Point of Beginning of this description; continue thence North 81 degrees 12 minutes 14 seconds East 144.55 feet; thence South 89 degrees 36 minutes 37 seconds East 679.81 feet; thence South 00 degrees 53 minutes 04 seconds East 327.67 feet; thence North 89 degrees 36 minutes 37 seconds West 679.81 feet; thence North 86 degrees 50 minutes 27 seconds West 110.26 feet; thence North 07 degrees 11 minutes 48 seconds West 301.83 feet to the Point of Beginning, containing 6.027 acres, more or less.



DEPARTMENT  
OF AGRICULTURE  
U. S. GOVERNMENT  
PRINTING OFFICE  
WASHINGTON, D. C. 20540  
1895



















RECEPTION  
ROOM







**Bacteriology Laboratory**

Microbiology is the study of organisms that are too small to be seen with the naked eye. It includes the study of bacteria, viruses, fungi, and protozoa. The laboratory is equipped with various instruments and media for the study of these organisms.

**1876 -** Robert Koch and Paul Ehrlich discovered that bacteria cause disease. Koch's postulates are a set of criteria to establish that a microorganism is the cause of a disease.

**1881 -** Louis Pasteur discovered that microorganisms cause fermentation. He also discovered that heat can kill microorganisms.

**1891 -** Joseph Lister discovered that antiseptics can prevent infection. He used carbolic acid to sterilize surgical instruments and to treat wounds.

**1894 -** Robert Koch discovered that bacteria cause anthrax. He isolated the bacterium Bacillus anthracis from a cow that had died of the disease.

**1898 -** Paul Ehrlich discovered that dyes can be used to stain bacteria. He used methylene blue to stain bacteria for microscopic examination.

**1905 -** Robert Koch discovered that bacteria cause tuberculosis. He isolated the bacterium Mycobacterium tuberculosis from a patient with the disease.

**1915 -** Frederick Griffith discovered that bacteria can be transformed. He showed that a non-virulent strain of bacteria can become virulent if it is exposed to a virulent strain.

**1928 -** Alexander Fleming discovered penicillin. He found that a mold called Penicillium notatum could kill bacteria.

**1944 -** Oswald Avery discovered that DNA is the genetic material. He showed that DNA from a virulent strain of bacteria can transform a non-virulent strain.

**1953 -** James Watson and Francis Crick discovered the structure of DNA. They showed that DNA is a double helix.

**1968 -** Paul Berg discovered recombinant DNA technology. He showed that DNA from different sources can be combined.

**1970 -** Herbert Boyer and Stanley Cohen discovered recombinant DNA technology. They showed that DNA from different sources can be combined and inserted into a plasmid.

**1980 -** Kary Mullis discovered the polymerase chain reaction (PCR). This technique allows for the amplification of a specific DNA sequence.

**1996 -** The Human Genome Project was completed. This project determined the sequence of the human genome.

**2003 -** The first human genome was sequenced. This was a major milestone in genetics.

**2012 -** The first CRISPR-Cas9 gene editing system was developed. This system allows for precise editing of the genome.

**2015 -** The first CRISPR-Cas9 gene editing system was used to edit the human genome. This was a major milestone in gene editing.

**2017 -** The first CRISPR-Cas9 gene editing system was used to edit the human genome. This was a major milestone in gene editing.

**2018 -** The first CRISPR-Cas9 gene editing system was used to edit the human genome. This was a major milestone in gene editing.

**2019 -** The first CRISPR-Cas9 gene editing system was used to edit the human genome. This was a major milestone in gene editing.

**2020 -** The first CRISPR-Cas9 gene editing system was used to edit the human genome. This was a major milestone in gene editing.

**2021 -** The first CRISPR-Cas9 gene editing system was used to edit the human genome. This was a major milestone in gene editing.

**2022 -** The first CRISPR-Cas9 gene editing system was used to edit the human genome. This was a major milestone in gene editing.

**2023 -** The first CRISPR-Cas9 gene editing system was used to edit the human genome. This was a major milestone in gene editing.

**2024 -** The first CRISPR-Cas9 gene editing system was used to edit the human genome. This was a major milestone in gene editing.









UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES  
EVALUATION/RETURN SHEET

Requested Action: Additional Documentation

Property Name: Old Pathology Building

Multiple Name:

State & County: INDIANA, Marion

Date Received:  
8/3/2017

Date of Pending List:  
9/1/2017

Date of 16th Day:  
9/18/2017

Date of 45th Day:  
9/18/2017

Date of Weekly List:

Reference number: AD72000011

Nominator: State

Reason For Review:

Accept

Return

Reject

9/18/2017 Date

Abstract/Summary  
Comments:

Recommendation/ Criteria This Additional Documentation provides a clear, legal boundary of the listed property, new photographs and an updated inventory. Accept Additional Documentation.

Reviewer Patrick Andrus

*Patrick Andrus*

Discipline Historian

Telephone (202)354-2218

Date

*9/18/2017*

DOCUMENTATION: see attached comments : No see attached SLR : No

If a nomination is returned to the nomination authority, the nomination is no longer under consideration by the National Park Service.

National Register of Historic Places  
Memo to File

# Correspondence

The Correspondence consists of communications from (and possibly to) the nominating authority, notes from the staff of the National Register of Historic Places, and/or other material the National Register of Historic Places received associated with the property.

Correspondence may also include information from other sources, drafts of the nomination, letters of support or objection, memorandums, and ephemera which document the efforts to recognize the property.



# Old Pathology Building

Marion, Co.

Ind.

12/28/70

APR 25 1972

1 Dated 1895

3

- ✓
- ✓
- ✓
- ✓
- ✓

2/29/72 ~~1/5/71~~

OK - The supplementary correspondence here is good support. Photo is old, but bldg looked pretty much same when I saw it in 1968. RAH 3/11/71

I'm wondering whether this would not qualify architecturally. Their #8 stresses laboratory design.

Curran 3/1/71

OK 57 Maxson 5/18/71

OK Levy 3/22/71

OK Chambers 3-18-71

OK Means 3/9/72

OK Miller 3/30/72

Wm

OK CDA 4/2/72 3/24/71

~~Not Acceptable 1.~~

~~This form needs some improvement. ① details of central State Hospital's founding are needed. ② how is the building "significant in terms of the history of medicine and medical education in the U.S."?~~  
6-6-72

2761 c v RHA  
APR 25 1972

Return per Betsy's cmto above  
3/29/71 RAH



12.28.70.4

NAME OF PROPERTY Old Pathology Building SIGNATURE \_\_\_\_\_

The attached National Register Inventory-Nomination form(s) is(are) being returned to your office because the information checked below is lacking or has been incorrectly supplied.

- Insufficient locational information. Comments: \_\_\_\_\_
- Geographical location codes missing or incorrect.
- Classification (Item #3) incomplete. Comments: \_\_\_\_\_
- Owner of property/location of legal description necessary. Comments: \_\_\_\_\_
- No Bibliography.
- Acreage of nomination not given. Comments: \_\_\_\_\_
- Longitude and latitude coordinates missing, incorrect, or in wrong place.
- Form is not signed by the State Liaison Officer (Item #12).
- Photograph/map form(s) (167001) required for each photograph, map.
- Insufficient map coverage of property. Comments: \_\_\_\_\_

- X** Description (Item #1).  
Comments: Is it correct that the building is preserved as a museum largely because of its representing a pinnacle in 19th century lab design and equipment? If so, please explain briefly why the design and equipment described are especially representative in this respect.
- X** Statement of Significance (Item #4).  
Comments: Please describe in more detail how the building is "significant in terms of the history of medicine and medical education in the U.S." Also, a few details about Central State Hospital's founding would be helpful.

Areas found unacceptable. Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Thank you. *Wm. M. [Signature]*



# JOHN SHAW BILLINGS History of Medicine Society

C/O J. B. STETSON, M.D.  
1100 WEST MICHIGAN STREET  
INDIANAPOLIS, INDIANA 46207

June 23, 1970

Charles A. Bonsett, M.D.  
6133 East 54th Place  
Indianapolis, Indiana 46226

Dear Doctor Bonsett:

On behalf of the board of directors, the officers, and the members of the John Shaw Billings History of Medicine Society, Inc., I am writing you to make known the strong feeling of support our Society extends to you and your co-workers in attempts to have the Old Pathology Building at Central State Hospital preserved and maintained as a major historical landmark.

Our Society also endorses fully the proposal that the building be incorporated in some way into the teaching program of the Indiana University School of Medicine. We would also be most anxious to help in implementing Item No. 3 in the Indiana Neurological Society Newsletter dated February 1970; that is, we would work in whatever way helpful so that the building could serve "As a library and museum for the preservation of books and implements relating to the history of neurology and psychiatry (and also the history of medicine in Indiana)."

As you know, our small membership with very nominal dues per year gives us no financial reserves to place at your disposal, but I am certain that there are many things we can do to help in some way (for example, collection of items, etc. to implement Item No. 3 referred to), if only you will give us the proper direction.

Sincerely yours,



William M. Loehr, M.D.  
President, John Shaw Billings  
History of Medicine Society, Inc.

WML/mac



# The Marion County Medical Society

211 NORTH DELAWARE STREET, SUITE 202

INDIANAPOLIS, INDIANA 46204

PHONE 639-1406

July 21, 1970

Charles A. Bonsett, M.D.  
6133 East 54th Place  
Indianapolis, Indiana 46226

Dear Doctor Bonsett:

Thank you for presenting the material on the Old Pathology Building at Central State Hospital to the Executive Committee of the Marion County Medical Society.

We heartily endorse the proposal of preserving the Old Pathology Building and also the concept of developing a reliquary for artifacts relating to the history of medicine and medical education in Indiana.

We also concur with your proposal that the marble plaque that was removed from the medical school building could also be appropriately displayed in the Old Pathology Building.

Sincerely,

John O. Butler, M.D.  
President

JOB:pl





CENTRAL STATE HOSPITAL  
3000 W. WASHINGTON STREET

September 11, 1970

Charles A. Bonsett, M. D.  
Chairman, Committee for the Preservation  
of the Old Pathology Building  
6133 E. 57th Place  
Indianapolis, Indiana


Dear Dr. Bonsett:

You inquire regarding the present plans of Central State Hospital for use of the Old Pathology Building. You inquire further as to whether or not the building is to be razed at some future date.

As you know, the building is of sound construction and capable of service for many years to come. There is no plan to do away with this building. On the contrary, it is planned that this building will continue to be used indefinitely for pathology and some other laboratories. Future plans for this hospital do not, at this time, consider any replacement of this facility necessary.

Your committee is to be assured that your efforts for a long term preservation of this historic Hoosier Landmark will never be compromised by the modernization program planned for Central State Hospital.

Sincerely,



John U. Keating, M. D.  
Superintendent

JUK:ca



INDIANA STATE  
MEDICAL ASSOCIATION

3935 NORTH MERIDIAN STREET INDIANAPOLIS, INDIANA 46208 TELEPHONE 317 925 7545

JAMES A WAGGENER  
EXECUTIVE SECRETARY

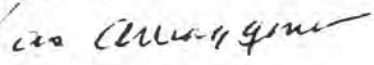
September 16, 1970

Charles A. Bonsett, M.D.  
6133 East 54th Place  
Indianapolis, Indiana 46226

Dear Doctor Bonsett:

The Board of Trustees of the Indiana State Medical Association enthusiastically endorse the formation of the Indiana Medical History Foundation which will serve as a legal vehicle to facilitate the acquisition of the old Pathology building located at Central State Hospital for the purpose of restoration for use as a historical medical museum.

Sincerely,

  
Jas. A. Waggener,  
Executive Secretary

JAW m



*Bou*

CHARLES A. BONSETT, M. D.  
6133 EAST 54TH PLACE  
INDIANAPOLIS, INDIANA 46226  
—  
CLINICAL NEUROLOGY  
—  
TELEPHONE 359-6360

*Quid.* *Wm*  
*10/6*  
*SAC*

September 29, 1970

Mr. John Lloyd  
State Liaison Officer  
for the National Record Nominations  
610 State Office Building  
Indianapolis, Indiana

Dear Mr. Lloyd:

In August I submitted the completed forms for the National Record in behalf of the Old Pathology Building on the grounds of Central State Hospital in Indianapolis.

I have been informed that your Committee has temporarily withheld action on this request because of information to the effect that the old Building is to be razed at some time in the near future.

The purpose of the present letter is to inform your Committee that there is no such plan. The Building is not in danger of being razed.

Two other old buildings on the grounds of Central State Hospital, the old Woman's Building (colloquially known as "Seven Steeples") and the old Hospital Building are scheduled to come down.

I am attaching a recent letter from the Superintendent of Central State Hospital, certifying the fact that the Old Pathology Building will remain standing. In addition, I am enclosing copies of several letters which may be of interest to your Committee in this regard.

Please let me hear from you if there is any other information you require.

Yours sincerely,

*Charles A. Bonsett*

Charles A. Bonsett, M. D.  
Chairman, Committee for the  
Preservation of the Old  
Pathology Building

mc  
att - copies of letters

cc: Mr. Herbert Hill  
Mr. H. Roll McLaughlin, A.I.A.  
Dr. James Kellar  
Dr. William Murtagh

cc: Dr. Donald Carmondy  
Mr. James C. Massey  
The Honorable Edgar D. Whitcomb

OCT 5 1970



DEPARTMENT OF NATURAL RESOURCES

December 23, 1970

Dr. William J. Murtagh  
Keeper of the National Register  
United States Department of the Interior  
National Park Service  
801 Nineteenth Street Northwest  
Washington, D. C. 20006

Dear Dr. Murtagh:

As the State Liaison Officer for Indiana I am pleased to send you herewith nomination forms for:

Caleb Blood Smith Site, Indianapolis  
Post Office and Custom House, Evansville  
City of Madison  
Old Pathology Building, Indianapolis

These nominations have been carefully discussed and reviewed at several meetings of the Indiana Professional State Consulting Committee and are unanimously recommended.

Sincerely,

John R. Lloyd  
Director  
Indiana Department of Natural Resources

DEC 23 1970



CHARLES A. BONSETT, M. D.  
6133 EAST 54TH PLACE  
INDIANAPOLIS, INDIANA 46226  
—  
CLINICAL NEUROLOGY  
—  
TELEPHONE 359-6360

June 14, 1971

Mr. John Lloyd  
State Liaison Officer  
Indiana Department of Natural Resources  
Sixth Floor State Office Building  
Indianapolis, Indiana--46204

Dear Mr. Lloyd:

I am returning the forms for the National Register Nomination. Sorry to be so long in returning these. You will note that in addition to the elaboration for Number Seven and Number Eight, I have included a set of photographs by Mr. John May of the Eli Lilly Company. In addition, I have included an old floor plan not previously submitted. I feel that the photographs do a much better job of explaining the place than my words can do.

Sincerely,



Charles A. Bonsett, M.D.

CAB:sf

Enclosure









DEPARTMENT OF NATURAL RESOURCES

46204

January 31, 1972

*resub.  
2/29/72*

Dr. William J. Murtagh  
Keeper of the National Register  
United States Department of the Interior  
National Park Service  
801 Nineteenth Street Northwest  
Washington, D. C. 20006

Dear Dr. Murtagh:

As the State Liaison Officer for Indiana I herewith resubmit the nomination form for:

The Old Pathology Building in Indianapolis, Marion County.

Sincerely,

*John R. Lloyd*  
John R. Lloyd, Director  
Indiana Department of  
Natural Resources

JRL:mfs

ENTRIES IN THE NATIONAL REGISTER

STATE INDIANA

Date Entered APR 25 1972

Name

Location

Old Pathology Building

Indianapolis  
Marion County

Also Notified

Hon. Vance Hartke  
Hon. Birch Bayh  
Hon. Andrew Jacobs, Jr.

Director, Northeast Region

HR NRowland:mm 4/26/72

State Liaison Officer  
Mr. John R. Lloyd  
Director  
Department of Natural Resources  
State of Indiana  
615 State Office Building  
Indianapolis, Indiana 42604





EDGAR D. WHITCOMB  
GOVERNOR

STATE OF INDIANA  
OFFICE OF THE GOVERNOR  
INDIANAPOLIS

GOVERNOR'S APPROVAL OF ACCEPTANCE OF GIFT

to

CENTRAL STATE HOSPITAL

- WHEREAS, Central State Hospital has on its grounds the oldest building existent in the State that has been and is being used in the teaching of medicine; and
- WHEREAS, a group of physicians has become interested in the restoration and preservation of this building; and
- WHEREAS, Dr. John U. Keating, Acting Commissioner, Department of Mental Health, has requested approval of the acceptance of funds that will be raised and expended by the Committee for the Preservation of the Old Pathology Building at Central State Hospital;
- NOW, THEREFORE, as Governor of the State of Indiana, I hereby approve the acceptance of said funds to be used in the manner aforesaid.

WITNESS my hand and the official seal of the State of Indiana this 30th day of September, 1969.

*Edgar D. Whitcomb*

Edgar D. Whitcomb  
GOVERNOR OF THE  
STATE OF INDIANA

<p>1. STATE <b>Indiana</b>          COUNTY <b>Marion</b>          TOWN <b>Indianapolis</b>          STREET NO. <b>3000 West Washington</b>                            <b>(Central State Hospital)</b>          ORIGINAL OWNER <b>State of Indiana</b>          ORIGINAL USE <b>Medical Center</b>          PRESENT OWNER <b>State of Indiana</b>          PRESENT USE <b>Pathology (very limited)</b>          WALL CONSTRUCTION <b>Brick</b>          NO. OF STORIES <b>Two (2)</b></p>	<p style="text-align: center;"><b>HISTORIC AMERICAN BUILDINGS SURVEY INVENTORY</b></p> <p>2. NAME <b>OLD PATHOLOGY BUILDING</b></p> <p>DATE OR PERIOD <b>1895</b>          STYLE <b>Victorian</b>          ARCHITECT <b>Adolph Sherer</b>          BUILDER <b>John A. Schumacher Co.</b></p> <p>3. FOR LIBRARY OF CONGRESS USE</p>
--	--

4. NOTABLE FEATURES, HISTORICAL SIGNIFICANCE AND DESCRIPTION OPEN TO PUBLIC  Yes

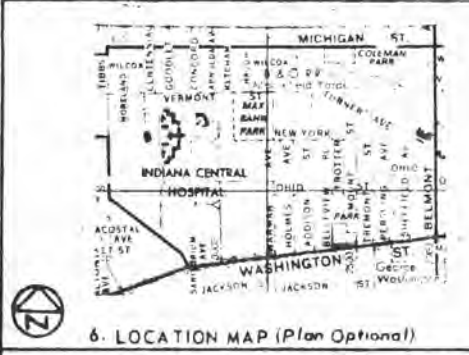
This building is the state's first medical center and oldest existent medical classroom. Its amphitheater and facilities were used until 1956 for instruction of medical students. It was used by the Medical College of Indiana; The Central College of Physicians and Surgeons; The Indiana Medical College, Department of Medicine, Purdue University; and State Medical College, all of which were combined in 1908 to form Indiana University School of Medicine.

The science of medicine expanded rapidly in the last quarter of the nineteenth century. Pathology, histology, bacteriology, and chemistry became integrated with clinical medicine. Laboratories became necessary. The Old Pathology Building was one of the most advanced in America at the turn of the century. Skylighting and the general design of the building made the building itself a scientific tool.

The building is two stories high, constructed over a stone foundation, and built of brick and stone. It contains nineteen working rooms, one of which is the amphitheater with a seating capacity of one hundred sixty persons. The building and decor are essentially unchanged from the original.

Sound construction - Exterior requires repointing  
 Interior requires new floor and replastering

5. PHYSICAL CONDITION OF STRUCTURE    Endangered  Yes    Interior  Yes    Exterior  Yes



6. LOCATION MAP (Plan Optional)

7. PHOTOGRAPH

<p>8. PUBLISHED SOURCES (Author, Title, Pages)          INTERVIEWS, RECORDS, PHOTOS, ETC.</p> <p>Annual Reports, Central Indiana          Hospital for Insane, 1895-1956 incl.</p>	<p>9. NAME ADDRESS AND TITLE (if RECORDER)</p> <p>Charles A. Bonsett, M. D.          6133 E. 54th Place          Indianapolis, Indiana 46226</p> <p>DATE OF RECORD</p>
--	--

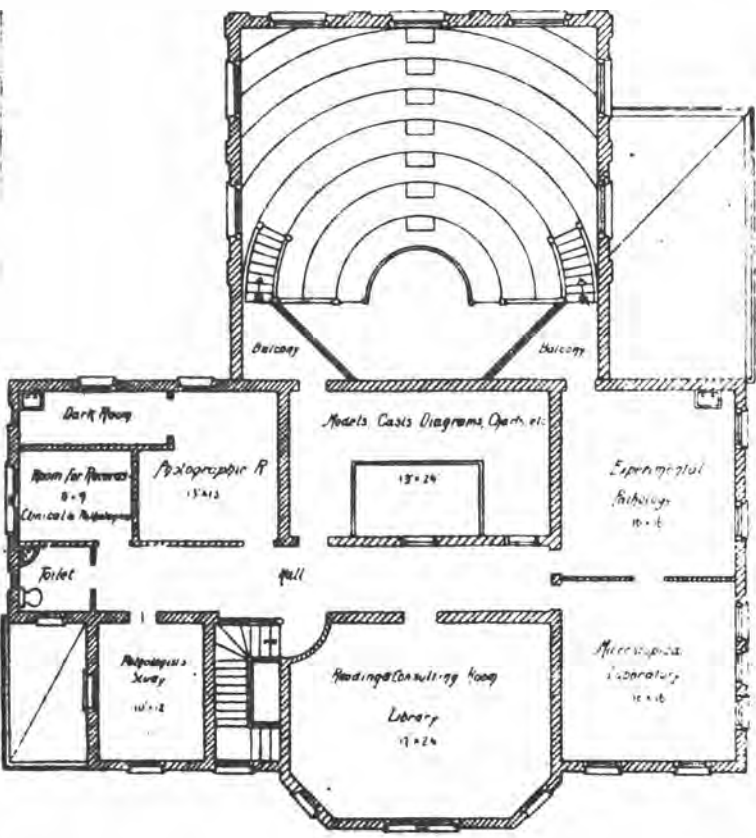
SUPPLEMENTAL INFORMATION AND PHOTOGRAPHS MAY BE ADDED ON SHEET OF SAME SIZE



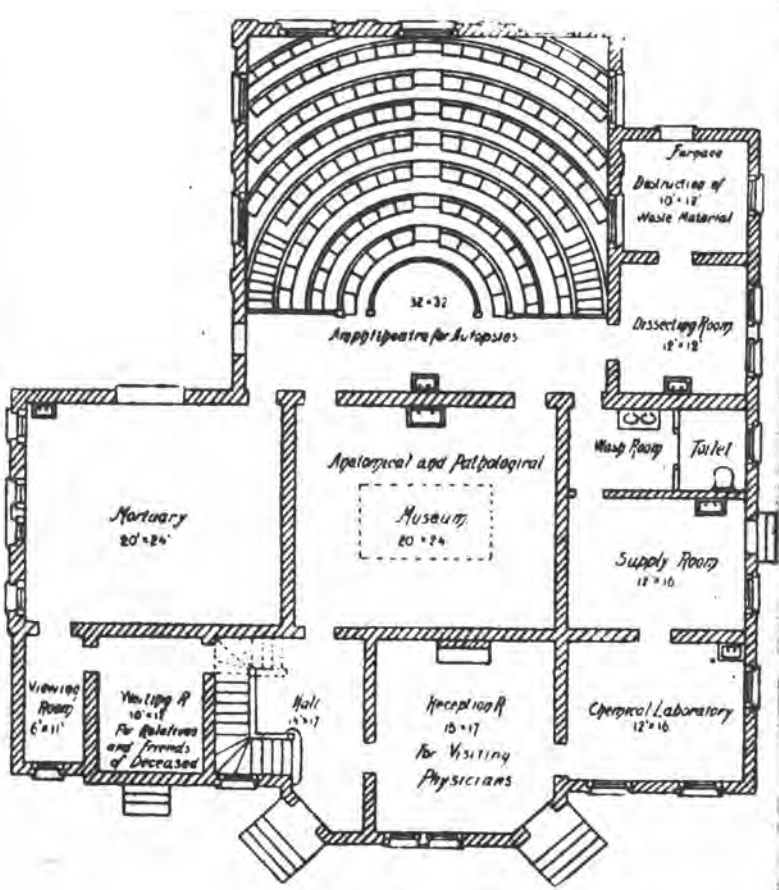
HISTORIC AMERICAN BUILDINGS SURVEY  
INVENTORY



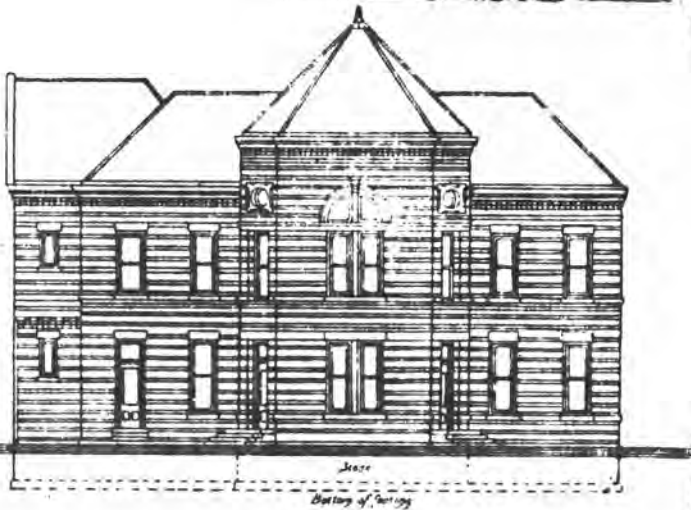
South Front



Second Floor



First Floor



East Front

**PATHOLOGICAL DEPARTMENT.**  
ERECTED 1888.



James Associates Architects, Engineers



August 25, 1971

Dr. Charles A. Bonsett  
6133 East 54th Place  
Indianapolis, Indiana 46226

Dear Dr. Bonsett:

It is with regret that the State Professional Review Committee for National Register Nominations must again return the material on the old Pathology Building. The National Register office in Washington sets out some very specific rules in the preparation of these forms and unless we abide by their guidelines it is useless to send in the material as it will only be returned. I suggest at this time you make the following corrections or additions.

1. All photographs submitted must have attached a property photograph form. In your re-submission you sent twenty-six 8" x 10" glossy prints which are all excellent and beautifully describe the building. However, many of these could be eliminated in the nomination. I attach additional photograph forms and it will be necessary for you to fill out a form for each photograph and attach it in order that they may be identified. Please reduce the number of photographs to be submitted.

2. Item #7, description and item #8, statement of significance should be typed on the proper form. It is understandable that you placed additional data on other paper as you did not have enough photograph forms. I attach these for your use.

Again, let me remind you when re-submitting, to be sure and include the mimeographed sheet signed by Dr. Murtagh pointing out the corrections they requested. Also, include in your re-submission letters from various agencies of state such as the letter from the Governor substantiating the significance of the building.





James Associates Architects, Engineers

Dr. Charles A. Bonsett

August 25, 1971

Page Two

We trust we may have this material at the earliest possible date in order that it may be reviewed and sent to Washington following our next meeting scheduled in September.

Sincerely,

H. ROLL McLAUGHLIN

HRMcL/jc

cc: ~~Mr.~~ John Lloyd  
Mr. Herbert Hill  
Dr. Donald F. Carmony  
Dr. James Keller



# National Register of Historic Places

## Note to the record

Correspondence associated with 2017 additional documentation



**FIRST AMENDMENT TO LEASE**

THIS FIRST AMENDMENT TO LEASE ("**First Amendment**") is made as of the 24<sup>th</sup> day of April, 2017 ("**Effective Date**") by and between the Consolidated City of Indianapolis, Marion County, Indiana, Department of Metropolitan Development, acting for and on behalf of the Metropolitan Development Commission of Marion County, Indiana in its capacity as the Redevelopment Commission of Indianapolis ("City" or "**Lessor**"), and the Indiana Medical History Museum, Inc., an Indiana not-for-profit corporation ("MHM" or "**Lessee**").

**RECITALS**

**WHEREAS**, Lessee entered into that certain Lease dated July 1, 1990, and recorded in Marion County, Indiana as Instrument # 1993-0146701 ("**Lease**") with the State of Indiana acting by and through (1) the Indiana Department of Mental Health and Central State Hospital, and (2) the Indiana Department of Administration (collectively, "**State**") for the Real Estate described therein on the grounds of the former Central State Hospital at 3000 West Washington Street; and

**WHEREAS**, in conjunction with the State's sale of the Central State Hospital complex to Lessor, the Lease was assigned from the State to Lessor as of April 26, 2004, ("**Assignment**;" ) and

**WHEREAS**, the Assignment and other documents related to the Lease are attached hereto for reference (pp. 1-39) and include:

- portions of the "**Assignment of Leases**" from the State to the City/Lessor entered in to as of April 26, 2004,
- the MHM/ **Lessee certification** letter dated April 22, 2004, and executed April 26, 2004,
- the "**Real Property Purchase Agreement**" effective April 26, 2004,
- the **Attorney General certification** dated April 23, 2004, and
- the original **Lease** and supporting documentation, including the legislation authorizing the Lease and the original legal description of the leased Real Estate

(collectively, the "**Historical Lease Documents**;" ) and

**WHEREAS**, the development of the Central State Hospital complex ("Complex") has evolved and the parties desire to amend the Lease as set forth below to reflect the closure of Central State Hospital and the demolition of related structures, a mutually agreeable change in the Real Estate which is the subject of the Lease, and corresponding changes to responsibilities.

**NOW, THEREFORE**, in consideration of the mutual promises herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**AGREEMENT**

1. Assignment/Central State Hospital. Parties acknowledge that, by virtue of the above-referenced Assignment, the State is no longer a party to the Lease; and the City is now the Lessor.



2. Amendment.

a. “Real Estate” In conjunction with the relocation of the City’s mounted horse patrol unit (“Unit”), Lessor, Lessee and other stakeholders at the Complex have agreed to a new location for the Unit that would alter certain property interests, including the footprint of the MHM Lease. Accordingly, the “Real Estate” described in Section 1 of the lease shall hereafter be approximately as depicted on the survey/site plan (parcel 3) attached as Exhibit 1 and as more particularly described in the legal description attached hereto as Exhibit 2, both exhibits incorporated herein by reference.

b. Lease Responsibilities. Throughout the Lease, there are references to Central State Hospital as an ongoing operation. However, Central State Hospital is now closed, with many of its former facilities demolished. There are also references to portions of the Complex which will no longer be the subject of the Lease based on the revised description of the “Real Estate” per Section 2 a. above. Accordingly, all Lease rights and obligations are terminated to the extent they relate to Central State Hospital or to that portion of the Complex which is no longer part of the Lease.

3. Ratification. Except as otherwise provided herein, all the terms and conditions of the Lease shall remain the same. The parties hereby ratify and affirm the Lease as amended hereby.

4. Entire Agreement. This First Amendment embodies the entire agreement among the parties hereto with respect to the interests being transferred hereunder and the subject matter hereof and supersedes any and all prior negotiations, agreements and understandings, written or oral, formal or informal, all of which are deemed to be merged herein.

5. Modification. No modification or amendment to this First Amendment of any kind whatsoever shall be made or claimed by any party to this First Amendment and no notice of any extension, change, modification or amendment made or claimed by either party shall have any force or effect whatsoever unless the same shall have been reduced to writing and fully signed by the parties.

6. Successors and Assigns. This First Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

7. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall be deemed to constitute one and the same agreement. Any facsimile or portable document format copies of this First Amendment or signatures shall, for all purposes, be deemed originals.

*Signature page to follow.*



IN WITNESS WHEREOF, Parties have executed this FIRST AMENDMENT TO LEASE, this 24<sup>th</sup> day of April, 2017.

“Lessor”  
Signature: *Emily Mack*  
Emily Mack, Director Department of Metropolitan Development

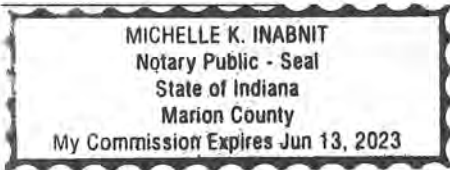
STATE OF INDIANA)  
SS:  
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Emily Mack, Director, Department of Metropolitan Development, who acknowledged the execution of the foregoing lease amendment, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 24<sup>th</sup> day of April, 2017.

My commission expires:

Signature *Michelle K. Inabnit*  
Printed Michelle K. Inabnit  
Residing in Marion County, Indiana



“Lessee”  
Signature: \_\_\_\_\_  
Alan Schmetzer M.D., President of Board of Directors, Indiana Medical History Museum, Inc.,

STATE OF INDIANA)  
SS:  
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Alan Schmetzer, M.D., President of Board of Directors, Indiana Medical History Museum, Inc., who acknowledged the execution of the foregoing lease amendment, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

My commission expires:

Signature \_\_\_\_\_  
Printed \_\_\_\_\_  
Residing in \_\_\_\_\_ County, Indiana

This instrument was prepared by Sheila Kinney, Assistant Corporation Counsel, Office of the Corporation Counsel who, under penalties of law, affirms that there has been reasonable care to redact any Social Security Number in this document.

IN WITNESS WHEREOF, Parties have executed this FIRST AMENDMENT TO LEASE, this \_\_\_ day of \_\_\_\_\_, 2017.

“Lessor”

Signature: \_\_\_\_\_  
Emily Mack, Director Department of Metropolitan Development

STATE OF INDIANA)

SS:

COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Emily Mack, Director, Department of Metropolitan Development, who acknowledged the execution of the foregoing lease amendment, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this \_\_\_ day of \_\_\_\_\_, 2017.

My commission expires:  
Aug. 15, 2022

Signature \_\_\_\_\_  
Printed Steven J. Schulmeyer  
Residing in Marion County, Indiana

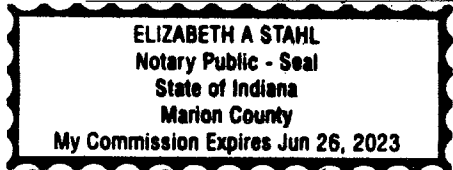
“Lessee”

Signature: *Alan Schmetzer M.D.*  
Alan Schmetzer M.D., President of Board of Directors, Indiana Medical History Museum, Inc.,

STATE OF INDIANA)

SS:

COUNTY OF MARION)



Before me a Notary Public in and for said County and State, personally appeared Alan Schmetzer, M.D., President of Board of Directors, Indiana Medical History Museum, Inc., who acknowledged the execution of the foregoing lease amendment, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9<sup>th</sup> day of Feb, 2017.

My commission expires:  
JUNE 26, 2023

Signature *Elizabeth A. Stahl*  
Printed Elizabeth A. Stahl  
Residing in Marion County, Indiana

This instrument was prepared by Sheila Kinney, Assistant Corporation Counsel, Office of the Corporation Counsel who, under penalties of law, affirms that there has been reasonable care to redact any Social Security Number in this document.



**EXHIBIT 1**

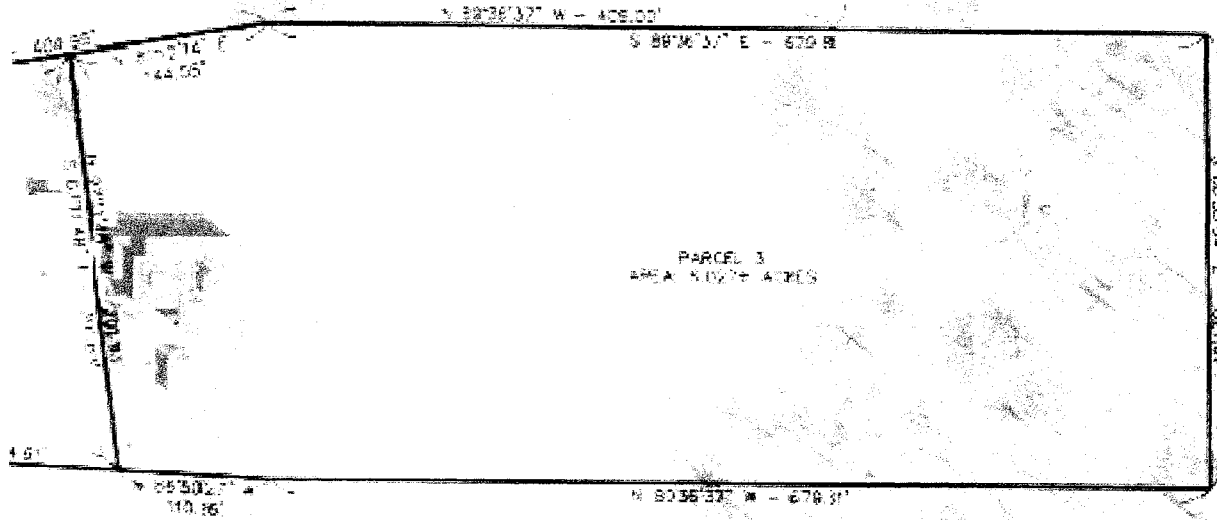
**Site plan**



— Original Site Plan  
— Amended Site Plan

**EXHIBIT 2**  
**Survey and Legal Description**

Survey Image



Legal Description

Part of the Southwest Quarter of Section 4, Township 15 North, Range 3 East, Marion County, Indiana, being further described as follows: Commencing at the northwest corner of said quarter section; thence South 00 degrees 23 minutes 23 seconds West (assumed bearing) 869.72 feet along the west line of said quarter section; thence North 81 degrees 12 minutes 14 seconds East 467.80 feet; thence North 07 degrees 11 minutes 48 seconds West 96.30 feet; thence North 81 degrees 12 minutes 14 seconds East 260.40 feet to the Point of Beginning of this description; continue thence North 81 degrees 12 minutes 14 seconds East 144.55 feet; thence South 89 degrees 36 minutes 37 seconds East 679.81 feet; thence South 00 degrees 53 minutes 04 seconds East 327.67 feet; thence North 89 degrees 36 minutes 37 seconds West 679.81 feet; thence North 86 degrees 50 minutes 27 seconds West 110.26 feet; thence North 07 degrees 11 minutes 48 seconds West 301.83 feet to the Point of Beginning, containing 6.027 acres, more or less.



## ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES (this "Assignment") is made and entered into as of the 26 day of April, 2004, between the State of Indiana acting by and through the Indiana Department of Administration ("Assignor") and the Consolidated City of Indianapolis, Marion County, Indiana ("Assignee").

WHEREAS, Assignor, as Lessor, and the Indiana Medical History Museum, Inc., as Lessee, entered into that certain lease (the "Museum Lease") dated July 1, 1990, attached hereto as Exhibit A and made a part hereof, leasing certain Premises (the "Leased Premises") located on the grounds of the real estate commonly known as the Central State Hospital complex.

WHEREAS, Assignor, as Lessor, and the Hoosier Veterans Assistance Foundation, Inc., as Lessee, entered into that certain lease (the "Veterans Lease") (the Veterans Lease and Museum Lease are collectively referred to herein as the "Leases") dated March 10, 2002, attached hereto as Exhibit B and made a part hereof, leasing certain Premises (the "Leased Premises") located on the grounds of the real estate commonly known as the Central State Hospital complex.

WHEREAS, Assignor and Assignee have entered into that certain Real Property Purchase Agreement (the "Purchase Agreement") under which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Central State Hospital complex, including all of Assignor's right, title and interest in and to the Leases; and

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Leases to Assignee, and Assignee desires to accept such assignment and assume obligations of Assignor under the terms of the Leases and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the performance by the parties of the obligations under the Purchase Agreement, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Leases.
2. Assignee hereby assumes all of Assignor's obligations arising or accruing on or after the date hereof under the Leases and shall be responsible for all costs, liabilities, losses, damages or expenses arising or accruing on or after the date hereof under the Leases in connection with the performance or observance or the failure or refusal to perform or observe any agreement or obligation of the Assignor under the Lease or any term or provision required to be performed on or after the date hereof.
3. Assignor shall be responsible for all costs, liabilities, losses, damages or expenses arising or accruing prior to the date hereof in connection with the performance or observance or the failure or refusal to perform or observe any agreement or obligation of the Lessor under the Leases or any term or provision required to be performed by the Lessor prior to the date hereof.
4. This Assignment shall be binding upon and inure to the benefit of the parties, their

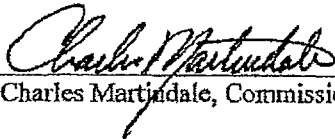
**DUE AUTHORIZATION, NON-COLLUSION AND ACCEPTANCE.**

Each of the undersigned attests, subject to the penalties for perjury, that he/she has been duly authorized by all necessary legislative or agency action to sign this Agreement, and that he/she has not, nor to the best of her/her knowledge has any other officer or employee of the party represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Assignment other than that which appears upon the face hereof.

**ASSIGNEE**  
**CONSOLIDATED CITY OF INDIANAPOLIS,**  
**MARION COUNTY, INDIANA**

**ASSIGNOR**  
**INDIANA DEPARTMENT OF**  
**ADMINISTRATION**

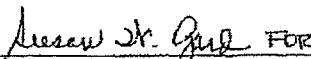
By: \_\_\_\_\_  
Bart Peterson, Mayor

By:   
Charles Martindale, Commissioner

As to legal form:  
**CITY OF INDIANAPOLIS,**  
**OFFICE OF CORPORATION COUNSEL**

By: \_\_\_\_\_  
A. Scott Chinn, Corporation Counsel

Approved as to Form and Legality:  
**OFFICE OF THE ATTORNEY GENERAL**

By:  (for)  
Stephen Carter, Attorney General 4-23-04



Re: Central State Hospital Complex  
Indiana Medical History Museum.  
Indianapolis, IN

April 22, 2004

Consolidated City of Indianapolis, Marion County, Indiana  
Attn: Kobi Wright, Special Assistant Corporation Counsel  
200 East Washington Street  
1601 City County Building  
Indianapolis, Indiana 46204

Gentlemen:

The undersigned ("Lessee"), is the Lessee under the lease dated September 17, 1992 covering certain premises ("Leased Premises") located in what is commonly known as the Central State Hospital Complex (the "Complex") located at 202, 204, 206, 208, 210 and 240 North Warman, Indianapolis, IN. We understand that you have agreed to purchase the Complex, including the Leased Premises, and that you are relying upon the following statements in connection with your purchase and the assignment to you of the lease referred to below, and that you may rely upon the following statements for that purpose.

In connection with the foregoing, the Lessee hereby represents, warrants and certifies to you that the following statements are true, correct and complete as of the date hereof:

1. Lessee is the Lessee under a lease with the State of Indiana ("Lessor") dated July 1, 1990, a true, correct and accurate copy of which is attached hereto and incorporated herein by reference (the "Lease"). There have been no amendments, modifications or revisions to the Lease, and there are no agreements of any kind between Lessor and Lessee regarding the Leased Premises.
2. The initial term of the Lease commenced on July 1, 1990, and will expire on June 30, 2089, exclusive of unexercised renewal options and extension options contained in the Lease.
4. Lessee has accepted and is in sole possession of the Leased Premises and is presently occupying the Leased Premises, and the Leased Premises are in compliance with the Lease. The Lease has not been assigned, by operation of law or otherwise, by Lessee, and no sublease, concession agreement or license covering the Leased Premises, or any portion of the Leased Premises, has been entered into by Lessee.
5. Lessee began paying rent on October 1, 1992. Lessee is obligated to pay fixed or base rent under the Lease in the annual amount of one Dollars (\$1.00), however the Lessee paid the full \$99.00 upon the execution of the lease. No security deposit is required under the terms of the Lease.

7. Annual rent and all other sums required to be paid by Lessee pursuant to the Lease have been paid in full through the date hereof.

8. The Lessee claims no offsets, setoffs, rebates, concessions, abatements, free rent, credits, deductions or defenses with respect to any amount payable under the Lease.

9. All conditions and obligations of Lessor relating to completion of Lessee improvements and making the Leased Premises ready for occupancy by Lessee have been satisfied or performed and all other conditions and obligations under the Lease to be satisfied or performed, or to have been satisfied or performed, by Lessor as of the date hereof have been fully satisfied or performed.

10. There exists no defense to, or right of setoff against, enforcement of the Lease by Lessor. Neither Lessor nor Lessee is in default under the Lease, and no event has occurred which, with the giving of notice or passage of time, or both, could result in such a default.

11. Lessee has not received any notice of any present violation of any federal, state, county or municipal laws, regulations, ordinances, orders or directives relating to the use or condition of the Leased Premises.

12. Except as specifically stated in the Lease, Lessee has not been granted (a) any option to extend the term of the Lease, (b) any option to expand the Leased Premises or to lease additional space within the Complex, (c) any right to terminate the Lease prior to its stated expiration, or (d) any option or right of first refusal to purchase the Leased Premises or the Complex or any part thereof.

13. Lessee has not filed and is not the subject of any filing for bankruptcy or reorganization under federal bankruptcy laws.

14. The current address of the undersigned is as set forth in the Lease.

This Certificate is executed as of the 26 day of April, 2004.

Indiana Medical History Museum, Inc.  
(Name of Lessee)

By: Walter B. Tinsley, Jr., M.D.  
Title: President



**REAL PROPERTY PURCHASE AGREEMENT**

This Real Property Purchase Agreement (this "Agreement") is made effective this 22 day of April, 2004, by and between the State of Indiana acting through the Department of Administration (the "State"), and the Consolidated City of Indianapolis, Marion County, Indiana, a municipal corporation created pursuant to Ind. Code § 36-3-1 (the "City").

**WHEREAS**, the State is the owner in fee simple of approximately 150.62 acres of real property located at 3000 West Washington Street, Indianapolis, Marion County, Indiana, as more fully described in Exhibit A, attached to this Agreement and hereby incorporated fully herein by reference, and commonly known as the Central State Hospital complex (the real property and all the improvements thereupon are hereinafter collectively referred to as the "Property"); and

**WHEREAS**, the State has found the Property surplus to its needs as required by Ind. Code § 4-20.5-7-2, and no state agency or educational institution has requested that the Property be transferred to it pursuant to Ind. Code § 4-20.5-7-6 and 7; and

**WHEREAS**, the City, being the political subdivision within which the Property is located, wishes to purchase the Property pursuant to Ind. Code § 4-20.5-7-10, subject to the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in consideration of the premises and mutual obligations of the parties, and subject to the terms and conditions set forth below, each of the parties does hereby covenant and agree as follows:

**1. Purchase and Sale; Purchase Price.** Subject to all terms, covenants and conditions of this Agreement, the State shall sell, convey and transfer all of its rights and interests as fee simple owner of the Property to the City, and the City shall purchase the Property from the State. On the Closing Date (as hereinafter defined), the City shall pay to the State Four Hundred Thousand and No/100 Dollars (\$400,000.00) (the "Purchase Price") to purchase the Property.

**2. Closing; Transfer Documents.** The purchase and sale of the Property shall close on or before April \_\_\_\_\_, 2004 (the "Closing Date" or "Closing" respectively). At or prior to the Closing, the following documents shall be delivered to each party, as applicable, in accordance with the terms and conditions of this Agreement:

A. State shall deliver to City a duly authorized and executed Quitclaim Deed in substantially the same form as set forth in Exhibit B, attached hereto.

B. State shall deliver to City duly authorized and executed Tenant Estoppel Certificates (which may be waived by the City), and Assignment and Assumption Agreements in a form acceptable to the City for each lease being assigned pursuant to paragraph 3, below.

C. City shall deliver to State a check payable to the State in the amount of Four Hundred Thousand and No/100 Dollars (\$400,000.00);

EXECUTION COUNTERPART

D. State and City shall deliver to each other a duly authorized and executed Motor Pool Lease as contemplated in Paragraph 4 of this Agreement;

E. State and City shall deliver to each other a duly authorized and executed Management Agreement as set forth in Exhibit C, attached hereto and made a part hereof;

F. State shall deliver to City the lead hazard information pamphlet required under 15 U.S.C. § 2696.

G. State shall deliver to the City the Environmental Disclosure Document required by Ind. Code § 13-25-3-7.

H. State shall deliver to the City a Certification of Environmental Disclosure from the Commissioner of the Department of Administration as more fully described and set forth in paragraph 5B, below.

I. State shall deliver to the City a Certification from its Office of the Attorney General certifying the matters more fully referred to in paragraph 8, below.

At or following the Closing, the parties shall execute, acknowledge and deliver such other instruments of conveyance and transfer, and will take such other actions and execute such other documents, certifications, and further assurances as are required by law and are typical and customary in real estate transactions between the State and a political subdivision and as the parties may reasonably require to consummate the transactions contemplated by this Agreement, including any and all actions requested by the City, at no cost to the State, to install utilities to the area of the Property to be occupied by the Indianapolis Police Department Mounted Patrol Division.

3. Pre-existing Leasehold Interests. The only leasehold interests or other encumbrances to which the Property is subject are:

A. a lease expressly mandated by Indiana P.L. 245-1985 between the State and the Indiana Medical History Museum, Inc., the lease having an effective date of July 1, 1990 (the "Museum Lease");

B. a lease between State and the Hoosier Veterans Assistance Foundation, Inc. dated March 10, 2002 (the "Veterans Lease");

C. a tenancy-at-will between the State and U.S. Diving, Inc.;

D. a tenancy-at-will between the State and the American Red Cross of Greater Indianapolis (the "Red Cross Lease");

E. a tenancy-at-will with the Indiana Department of Natural Resources.



## EXECUTION COUNTERPART

The City shall assume all the State's rights and liabilities in and to the foregoing leases and tenancies, as is more particularly set forth in the Assignment and Assumption Agreements and tenant Estoppel Certificates delivered contemporaneously herewith.

4. Lease back to State for Motor Pool Operations. The parties shall deliver a duly authorized and executed lease, in substantially the same form as set forth in Exhibit D, attached hereto and made a part hereof (the "Motor Pool Lease"), between the State and the City whereby the City shall lease to the State for nominal consideration and for a term not to exceed eighteen (18) months, that part of the Property used by the State for its motor pool operations.

### 5. Environmental Condition of the Property.

*A. Definition of Environmental Laws.* For the purpose of this Agreement, "Environmental Laws" means any common law or federal, state or local law, statutes, rule, regulation, ordinance, code, judgment or order relating to the protection of the environment or human health and safety and includes, but is not limited to, CERCLA (42 U.S.C. paragraph 9601, et seq.), the Clean Water Act (33 U.S.C. paragraph 1251 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. paragraph 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. paragraph 2601 et seq.), the Safe Drinking Water Act (42 U.S.C. paragraph 300f et seq.), the Clean Air Act (42 U.S.C. paragraph 7401 et seq.) and the Oil Pollution Act of 1990 (33 U.S.C. paragraph 2701 et seq.), each as has been amended and the regulations promulgated pursuant thereto. "Release" or "Released" means released, spilled, leaked, discharged, disposed of, pumped, poured, emitted, emptied, injected, leached, dumped or allowed to escape; and "Hazardous Substances" means hazardous or toxic or polluting substances or wastes or contaminant, including petroleum products, wastes or derivatives, PCBs and radioactive materials, including substances defined in the Environmental Laws as hazardous substances or wastes.

*B. Disclosure of Environmental Liabilities.* The City acknowledges the Property is "Property" as that term is defined at Ind. Code 13-22-2-174. The City further acknowledges that it has received from the State the Environmental Disclosure Document required by Ind. Code § 13-25-3-7 at or prior to Closing.

The City acknowledges that, in addition to the Environmental Disclosure Document, it has reviewed and evaluated various environmental reports, including but not limited to the following: (i) Phase I Environmental Site Assessment (Central State Hospital Campus), Sagamore Environmental Services Project Number 02-0117-SMIN dated July 24, 2002; (ii) Limited Phase II Environmental Site Assessment & Related Services (Former Central State Hospital), prepared by Douglass Environmental Services, Inc., Draft # 3 dated July 7, 2003 (the "Phase II Report"); and (iii) such files delivered or made available for inspection by State through its Department of Administration as requested by City and maintained by the Indiana Department of Environmental Management with respect to the Property.

The City acknowledges that the Property has been owned by the State and used as an institutional mental health care facility for over one hundred and fifty years. Because of the passage of time and because requirements relating to the keeping and maintenance of records,

## EXECUTION COUNTERPART

particularly those relating to Environmental Laws and liabilities, have evolved and changed significantly during such time, the State does not and cannot represent that other environmental liabilities do not exist on the Property. However, the Department has performed a due and diligent search of the files and documents maintained by the Department of Administration and by the Department of Environmental Management (and the predecessors to the same) relative to the environmental condition of the Property and its compliance with Environmental Laws, and shall present to the City at Closing a certification from its Commissioner that to the best of his good faith knowledge and belief, the State has provided the City with copies of or access to all documents in its custody or control relating to the environmental condition of the Property and its compliance with Environmental Laws.

*C. Notice of the Presence of Lead-Based Paint and Covenant against the Use of the Property for Residential Purposes.* The City is hereby informed and does acknowledge that structures located on the Property are presumed to contain lead-based paint. Pursuant to 42 CFR Subpart A, § 35.92, the State makes the following Lead Warning Statement:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

By execution of this Agreement, the City acknowledges that it has either received the opportunity to conduct the risk assessment or inspection required by 24 CFR § 35.90 or has waived the opportunity. Prior to Closing, the State shall deliver to the City the lead hazard information pamphlet required under 15 U.S.C. § 2696. The City, its successors and assigns, shall not permit the use or occupancy of the structures on the Property as Residential Real Property (as defined by 42 USCA 4851b, or any other applicable federal or state statute or regulation relating to lead-based paint) without complying with applicable federal, state and local laws and regulations pertaining to lead-based paint and/or lead based-paint hazards. The State will assume no liability for, and will not abate or remediate, lead-based paint on the Property except for any and all lead paint remediation undertaken by State prior to the Closing. Subject to the Indiana Tort Claims Act and any other applicable law, the State shall be responsible for any and all claims, costs, expenses and liabilities relating to exposure to lead-based paint on the Property, which exposure occurred prior to the Closing.

*D. Notice of the Presence of Asbestos and Covenant.* The City is hereby informed and does acknowledge that asbestos-containing materials ("ACM") has been found on the Property and in the structures thereon, as described in the Phase I Report and the 1989 asbestos survey by MicroAir, Inc. Except for use and occupancy similar to such use and occupancy maintained by the State prior to the Closing, the City covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The State will



## EXECUTION COUNTERPART

assume no liability for and will perform no remediation of ACM on the Property. Subject to the Indiana Tort Claims Act and any other applicable law, the State shall be responsible for any and all claims, costs, expenses and liabilities relating to exposure to ACM's on the Property, which exposure occurred prior to the Closing.

### *B. Responsibility for Future Remediation / Corrective Actions.*

(1) The State shall, within one hundred and twenty (120) days following Closing, dispose of in conformance with applicable federal, state and local laws, rules and regulations, the chemical containers described in the Phase II Report, § 4.10, subparagraph 5 and not related to the State's motor pool operations, and shall provide the City with copies of all documents relating to such disposal activities. The State acknowledges that it has removed and disposed of in conformance with applicable federal, state and local laws, rules, and ordinances, the underground storage tanks and any affected soils described in the Phase II Report. At or within one hundred and twenty (120) days following Closing, the State shall provide to the City all documents from all applicable regulatory agencies documenting the removal and disposal thereof as in conformance with applicable federal, state and local laws, rules and regulations evidencing appropriate removal of underground storage tanks and contaminated soil.

(2) Except as to any and all matters set forth in paragraph 5E(1) of this Agreement, the State may, but shall not be required, unless by an applicable regulatory authority or court of competent jurisdiction, to undertake such other remediation or corrective action as it, in its sole judgment, deems necessary and appropriate in light of federal and state environmental laws, rules, regulations and standards for non-residential real estate. The State shall deliver to the City any notice requiring the State to undertake remediation or corrective action not otherwise assumed by the City pursuant to this Agreement, and the City, for itself and its successors and assigns, hereby grants to the State a perpetual limited right of access to the Property for the purpose of undertaking and performing such remediation or corrective action.

### *F. Liability for Compliance with Environmental Laws.*

(1) Except as otherwise set forth in paragraph 5 C and D of this Agreement, the State shall retain ultimate responsibility for environmental conditions present on the Property prior to the Closing Date, and as between the City and the State, the State agrees that it shall bear all costs, expenses and liabilities arising out of such pre-existing environmental conditions, including subject to and limited by the provisions of the Indiana Tort Claims Act, Ind. Code § 34-13-3, as the same may be amended or re-codified from time to time, and other applicable law.

(2) Except as to liabilities related to the operation of the motor pool as set forth in paragraph 4, above, the City shall be solely responsible for all costs, expenses and liabilities arising out of environmental conditions arising on the Property after the Closing Date, subject to and limited by the provisions of the Indiana Tort Claims Act, Ind. Code § 34-13-3, as the same may be amended or re-codified from time to time.

(3) The City, the then record owner, and any other person shall have no claim against the State or any of its officers, employees, agents or contractors on account of any interference

## EXECUTION COUNTERPART

with the use of the Property resulting from any future remediation or corrective action, or for any incidental or consequential damages arising out of any of the responsibilities of the State pursuant to this paragraph 5.

### 6. Cemetery, Human Remains, and Burial Grounds.

A. *Cemetery.* In connection with its use as Central State Hospital, a Cemetery, as defined a 312 IAC 22.5-1-2, is located on the Property, which Cemetery is identified and marked on Exhibit A-1. The City, its successors and assigns, shall comply with applicable federal, state, and local statutes, rules and regulations relating to the maintenance and preservation of a cemetery, and shall ensure that any and all development of the Property is done in conformance with 312 IAC 22.5 or such statutes and rules as may be applicable to Cemeteries.

B. *Human Remains; Burial Ground.* In addition to the human remains interred in the Cemetery identified in paragraph 6A, above, the State affirms that the Property may also contains a Burial Ground, as defined in 312 IAC 22-1-4, with Human Remains, as defined in 312 IAC 22-1-12. In the event any Human Remains, as defined in 312 IAC 22-1-12, are discovered in a Burial Ground, as defined in 312 IAC 22-1-4, other than Human Remains located in the Cemetery, the City and its successors and assigns, shall comply with applicable federal, state and local statutes, rules and regulations, including, but not limited to the provisions of 312 IAC 22, as the same may be amended from time to time, relating to the discovery, investigation, treatment and disposition of Human Remains and Burial Grounds.

### 7. Preservation of Historic Structures.

A. It is the intent of the parties to fully comply with the historic preservation requirements set forth in Indiana Code §8 14-21-1, *et. seq.* Pursuant to Indiana Code §14-21-1-14, the Department of Natural Resources, Division of Historic Preservation and Archeology (the "Division"), has identified the Old Pathology Building (listed on the *National Register of Historic Places*), the former hospital administration building, the dining hall (also known as the APS Building), and the laundry building as resources that should be considered historic (individually and collectively, the "Historic Structures"). The City, for itself, its successors and assigns, covenants that it shall maintain and preserve the Historic Structures in accordance with the recommended approaches in the *Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*, or such other standards required by federal, state, or local law, rule, regulation or ordinance (collectively, the "Historical Standards"). The City, for itself, its successors and assigns, covenants that no construction, rehabilitation, remodeling, removal or demolition (the "Work") will be taken on the Historic Structures without the prior written consent of the Division or its successor as an entity of the State of Indiana. Such consent shall not be unreasonably withheld as long as the Work conforms with the Historical Standards. The State through its Department of Administration or Department of Natural Resources, its agents and designees, shall have the right to inspect the Historic Structures between 8 a.m. and 5 p.m. local time and upon twenty-four (24) hours prior written notice to ascertain whether or not the conditions of these covenant are being observed. The covenants set forth in this paragraph shall be included in the Deed conveying the Property, shall run with the land as to such land located under the Historical Structures, shall be enforceable in specific



EXECUTION COUNTERPART

performance by an Indiana court of competent jurisdiction located in Marion County, Indiana, and shall be administered by the State Historic Preservation Officer.

(B) To the extent any part of the Property is not a Historical Structure, the City shall have the right to construct, rehabilitate, remodel, remove, or demolish such part of the Property. Except as provided in any lease described herein, or as may be subject to other applicable law, the State does not impose upon the City any restriction on the preservation, maintenance, construction, demolition, removal or remodeling of any other structure on the Property as a part of the transactions contemplated by this Agreement

8. State Certification as to Authorization of this Transaction. At the Closing, the State shall deliver to the City a Certification by the Office of the Attorney General stating that, after due inquiry:

A. All necessary action has been taken to authorize the State's execution of this Agreement and the performance of the State's obligations hereunder;

B. State has the power and authority under all federal and state law to enter into this Agreement and perform its obligations hereunder;

C. This Agreement constitutes a legal, valid and binding obligation enforceable against State;

D. The execution and delivery of this Agreement by the State does not, and the consummation of the transactions contemplated herein will not conflict with or result in a violation of: (a) any provisions of any instrument or agreement governing State, or (b) any judgment, order, writ, injunction, decree, statute, law, ordinance, rule or regulation applicable to State;

E. There are no actions, claims, litigation, suits, investigations or proceedings pending against or threatened against or affecting the Property before any court or arbitrator. There are no outstanding judgments, decrees or orders of any court or governmental body against State, which relate to the Property.

9. City Representations, Warranties and Covenants. City warrants, represents and covenants that:

A. All necessary action has been taken to authorize City's execution of this Agreement and the performance of the City's obligations hereunder;

B. City has the power and authority under all federal, state and local law to enter into this Agreement and perform its obligations hereunder;

C. This Agreement constitutes a legal, valid and binding obligation enforceable against City; and

EXECUTION COUNTERPART

D. The execution and delivery of this Agreement by City does not, and the consummation of the transactions contemplated hereby in compliance with the terms hereof, will not conflict with or result in a violation of: (i) any provisions of any instrument governing City, or (ii) any judgment, order, writ, injunction, decree, statute, law, ordinance, rule or regulation applicable to City.

10. Risk of Loss. As of the Closing Date, the City shall assume responsibility for the care, maintenance and upkeep and all risks of loss or damage to the Property and the structures and have all the obligations and liabilities of ownership. If loss or damage, beyond ordinary wear and tear and in excess of Ten Thousand and No/100 Dollars (\$10,000.00), occurs before the Closing Date and is not repaired by the State prior to the Closing Date, the City may, in its sole discretion, rescind and terminate this Agreement.

11. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, by facsimile transmission, or sent by registered or certified mail, postage prepaid, addressed as follows:

To the State: State of Indiana  
Department of Administration  
Indiana Government Center South  
402 W. Washington Street, W479  
Indianapolis, Indiana 46204  
Attn: Commissioner  
Facsimile: 317/233-5022

To the City: Office of Corporation Counsel  
200 East Washington Street  
1601 City County Building  
Indianapolis, Indiana 46204  
Attn: Corporation Counsel  
Facsimile: (317) 327-3968

Nothing in this paragraph 11 shall be construed to waive any additional Notice that may be required to be given pursuant the Indiana Tort Claims Act, IC 34-13, *et. seq.*

12. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the State and the City and their respective successors and assigns.

13. No Third Party Beneficiaries. Nothing herein expressed or implied is intended or should be construed to confer upon or give to any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

14. Access to Records. The State shall give the City upon reasonable notice and during normal business hours, full access to the Property, and to contracts, employees, books, records of



EXECUTION COUNTERPART

the State relating to the Property, and shall furnish to the City all documents, records and information (and copies thereof).

15. Conflict of Interest. No public servant, as that term is defined in Ind. Code 35-41-1-24, shall have any personal pecuniary interest in or derive a personal profit from the transactions contemplated by this Agreement.

16. Taxes; Recording Fees. The State is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the City as a result of this Agreement. The City shall be responsible for the payment of any recording fees arising out of this transaction.

17. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Indiana.

18. No Brokers. The State and the City represent and warrant to each other that they have dealt with no broker, finder or other person with respect to this Agreement or the transactions contemplated hereby, and no broker, finder or other person is entitled to any commission or a finder's fee in connection herewith.

19. Captions. The captions of the various paragraphs in this Agreement are solely for the convenience of the parties hereto and shall not be construed to interpret or limit the content of any provision or paragraph of this Agreement.

20. No Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed to be a waiver of any of the party's rights, either of the subject provision, any continuing breach or later or other breach; provided, however, that either party may, at its sole option, waive in writing any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms or provisions of this Agreement. No delay on the part of either party in the exercise of any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right. All rights and remedies existing under this Agreement shall be cumulative and shall be in addition to those otherwise provided by law.

21. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties and supersedes any prior understanding or written or oral agreements between the parties respecting the transactions contemplated herein and cannot be changed except by written agreement of the parties hereto.

22. Counterparts. This Agreement may be executed in separate counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

23. Survival of Representations. All of the representations and covenants of the respective parties shall survive the Closing Date and shall be binding and inure to the benefit of their respective successor and assigns.

EXECUTION COUNTERPART

24. No Warranties or Representations as to Habitability or Suitability for a Particular Purpose. Except as set forth in paragraphs 5 and 7, above, the State makes no warranties or representations, expressed or implied, regarding the habitability, compliance with applicable zoning or building codes or ordinances, or suitability for a particular purpose of any of the buildings located on the Property. Except as set forth in paragraphs 5, 6 and 7, above, the State makes no warranties or representations, expressed or implied, regarding the condition or suitability of the Property for any particular purpose or future use by the City or its successors. Nothing contained in this paragraph 24 shall be construed to modify or restrict the matters specifically set forth in paragraphs 5, 6, or 7, above.

25. Removal of State's Personal Property. Except as otherwise provided in this Agreement or the Motor Pool Lease, the State shall have up to ninety (90) days following the Closing to remove any of its personalty located on the Property.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK



EXECUTION COUNTERPART

DUE AUTHORIZATION, NON-COLLUSION AND ACCEPTANCE.

Each of the undersigned attests, subject to the penalties for perjury, that he/she has been duly authorized by all necessary legislative or agency action to sign this Agreement, and that he/she has not, nor to the best of her/her knowledge has any other officer or employee of the party represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, the parties have executed this Real Property Purchase Agreement this \_\_\_\_ day of April, 2004.

THE CITY  
CONSOLIDATED CITY OF INDIANAPOLIS,  
MARION COUNTY, INDIANA

THE STATE  
INDIANA DEPARTMENT OF  
ADMINISTRATION

By: \_\_\_\_\_  
Bart Peterson, Mayor

By: Charles R. Martindale  
Charles R. Martindale, Commissioner

As to legal form:  
CITY OF INDIANAPOLIS,  
OFFICE OF CORPORATION COUNSEL

Transfer of Property Approved by:  
GOVERNOR OF THE STATE OF INDIANA

By: \_\_\_\_\_  
A. Scott Chinn, Corporation Counsel

Joseph E. Kernan  
Joseph E. Kernan

As to availability of funds:

Approved as to Form and Legality:

CITY OF INDIANAPOLIS,  
CONTROLLER'S OFFICE

OFFICE OF THE ATTORNEY GENERAL

By: \_\_\_\_\_  
Barbara Lawrence, City Controller

By: Stephen Carter FOR  
Stephen Carter, Attorney General 4-23-04



STATE OF INDIANA  
OFFICE OF THE ATTORNEY GENERAL  
INDIANA GOVERNMENT CENTER SOUTH, FIFTH FLOOR  
302 WEST WASHINGTON STREET • INDIANAPOLIS, IN 46204-2770

STEVE CARTER  
ATTORNEY GENERAL

TELEPHONE (317) 232-6201

**Certification**

The Office of the Indiana Attorney General, at the request of the Indiana Department of Administration, has been asked to certify to the Consolidated City of Indianapolis, Marion County, Indiana, a municipal corporation created pursuant to Indiana Code section 36-3-1, regarding matters relating to the sale, transfer and conveyance of real estate commonly known as the Central State Hospital Complex, all as is set forth in that Real Property Purchase Agreement (the "Agreement") dated as of April 21, 2004.

Based upon my review of the Agreement, documents provided to me by the Department of Administration, and applicable Indiana state law, I hereby certify that:

(1) All necessary action has been taken to authorize the State's execution of the Agreement and the performance of the State's obligations hereunder;

(2) State has the power and authority under all federal and state law to enter into the Agreement and perform its obligations hereunder;

(3) The Agreement constitutes a legal, valid and binding obligation enforceable against State;

(4) The execution and delivery of the Agreement by the State does not, and the consummation of the transactions contemplated herein will not conflict with or result in a violation of: (a) any provisions of any instrument or agreement governing State, or (b) any judgment, order, writ, injunction, decree, statute, law, ordinance, rule or regulation applicable to State;

(5) There are no actions, claims, litigation, suits, investigations or proceedings pending against or threatened against or affecting the Property before any court or arbitrator. There are no outstanding judgments, decrees or orders of any court or governmental body against State, which relate to the Property.

Office of the Indiana Attorney General

By: 

Gregory F. Zoeller, Deputy Attorney General  
And Chief Counsel, Advisory Services

Dated: April 23, 2004



EXECUTIVE DOCUMENT SUMMARY

State Form 41221

*Handwritten:* 8-17-92

Originating Agency/Division Central State Hospital	Date Prepared 3/92
Contact Person Oran Cooley	Phone 634-3600

Instructions: 1. Please read the guidelines on the back of this form before preparing legal documents concerning the State of Indiana.  
2. Please type all information.

Type of Document <input type="checkbox"/> Contract <input type="checkbox"/> Deed <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Specify)		Project/Requisition/Reference No.
Total Amt. Involved \$ 99.00	Funding Source n/a	TIME PERIOD COVERED IN AGREEMENT From (Mo/Yr) 7/1/90 To (Mo/Yr) 6/30/2089

Description of Work or Action Involved  
Public, charitable, educational, scientific and general museum purposes.

RECEIVED IN D.O.A  
GENERAL COUNSEL  
SEP 2 1998

AFTER ATTY. GEN. SIGNATURE  
CONTACT DEPT. OF ADMINISTRATION  
LEASING MANAGER  
232-3279

Method of Source Selection  
 Bidding  Negotiated  Request for Proposal  Sole Source  Emergency  Other.

Justification  
House Enrolled Act 1120

RECEIVED  
SEP 02 1992  
ATTORNEY GENERAL  
OF INDIANA

AUG 24 1992  
RECEIVED  
SEP 01 1992

Agreement Principals, Address, and relationship for each principal, i.e., Lessor, Grantor, Contractor, etc.

Lessor:  
Indiana Department of Mental Health  
Central State Hospital  
3000 W. Washington St.  
Indianapolis, In. 46222

Lessee:  
Indiana Medical History Museum, Inc.  
3000 W. Washington St.  
Indianapolis, In. 46222

RECEIVED

RECEIVED IN D.O.A

*Handwritten:* 8-27-93  
Jim,  
Gay asked Lea to provide  
a copy of this 99-yr. lease to  
you for your files.  
Shirley

Will the attached document involve  
The items listed below

PROPER TITLE  
 IDENTIFY THE PARTIES  
 STATUTORY AUTHORITY  
 TERM

1992  
# 3620  
 No  
Indiana.  
IAVIT



P.L.245-1986

2071

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P.L.244-1986

[H. 1069. Approved March 10, 1986.]

AN ACT concerning fishing piers.

*Be it enacted by the General Assembly of the State of Indiana:*

SECTION 1. (a) The department of natural resources is directed to conduct a feasibility and cost study for constructing or acquiring one (1) or more fishing piers or breakwaters extending from or along the shoreline of Lake Michigan.

(b) In conducting the study, the department shall:

- (1) review the potential use of such facilities;
- (2) estimate the cost of at least one (1) pier; and
- (3) determine if federal funds are available for constructing or acquiring such piers.

SECTION 2. The department of natural resources shall report its findings to the natural resources study committee no later than June 1, 1986.

SECTION 3. Because an emergency exists, this act takes effect upon passage.

SECTION 4. This act expires January 1, 1987.

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P.L.245-1986

[H. 1120. Approved March 10, 1986.]

AN ACT to require the transfer and lease of certain property held by Central State Hospital.

*Be it enacted by the General Assembly of the State of Indiana:*

SECTION 1. The appropriate state officials, acting on behalf of and in the name of the state, shall transfer and convey to the Indiana Medical History Museum, Inc., all rights, title, and interest of the state in the personal property and fixtures of historical value

located in the Old Pathology Building and the Dead House located on the grounds of Central State Hospital, if the Indiana Medical History Museum, Inc., agrees to make the personal property and fixtures generally available to the people of Indiana. However, the state shall retain a reversionary right allowing it to reclaim the property if any of the personal property or fixtures are sold or subleased without the consent of the state or used for a purpose other than a public charitable, educational, scientific, or general museum purpose.

SECTION 2. (a) The appropriate officials, acting on behalf and in the name of the state, shall enter into a lease with Indiana Medical History Museum, Inc., or its successor, leasing the real estate and the improvements generally known as the Old Pathology Building and the Dead House that are held by Central State Hospital and that are described as follows:

Part of the Southwest Quarter of Section 4, Township 15 North, Range 3 East, Marion County, Indiana, and being more particularly described as follows: Beginning at a point on the North line of said quarter section being North 88 degrees 20 minutes 04 seconds East (assumed bearing) 615.07 feet from the Northwest corner thereof; thence continue North 88 degrees 20 minutes 04 seconds East along said North line 298.15 feet; thence South 0 degrees 25 minutes 14 seconds West 986.30 feet; thence North 88 degrees 39 minutes 18 seconds West 184.05 feet; thence North 6 degrees 15 minutes 40 seconds West 979.13 feet to the point of beginning and containing 5.423 acres, more or less. Subject to right of way for Vermont Street off the entire North side thereof and all other legal easements and rights of way of record. Also subject to and together with an easement for ingress and egress being a part of the Southwest Quarter of Section 4, Township 15 North, Range 3 East, Marion County, Indiana, and being more particularly described as follows: Beginning at a point on the North line of said quarter section being North 88 degrees 20 minutes 04 seconds East (assumed bearing) 823.22 feet from the Northwest corner thereof; thence continue North 88 degrees 20 minutes 04 seconds East along said North

line 90.00 feet; the seconds West 61.0 minutes 21 seconds degrees 25 minutes thence North 88 degrees 30.00 feet; thence seconds East 368.5 minutes 53 seconds degrees 15 minutes South 75 degrees 4 feet; thence North East 565.00 feet containing in said subject to all legal record.

(b) The Indiana Museum use real estate and SECTION for public and general museum exceed four (4) years year. The lease must lease, if any of the re under this SECTION of the state or used charitable, educational purpose. Central State provide the services the improvements by the lease.

SECTION 3. (a) The appropriate officials of the state, shall enter History Museum, Inc. of Indiana Medical expiration of the lease act or at any time SECTION 2 of this a improvements general Building and the Dead State Hospital and the Part of the Southwest 15 North, Range 3

line 90.00 feet; thence South 0 degrees 25 minutes 14 seconds West 61.00 feet; thence South 57 degrees 55 minutes 21 seconds West 71.07 feet; thence South 0 degrees 25 minutes 14 seconds West 886.15 feet; thence North 88 degrees 39 minutes 18 seconds West 30.00 feet; thence North 0 degrees 25 minutes 14 seconds East 368.57 feet; thence North 67 degrees 14 minutes 53 seconds West 155.70 feet; thence North 6 degrees 15 minutes 40 seconds West 25.00 feet; thence South 75 degrees 48 minutes 59 seconds East 151.27 feet; thence North 0 degrees 25 minutes 14 seconds East 565.00 feet to the point of beginning and containing in said easement 0.905 acres, more or less, subject to all legal easements and rights of way of record.

(b) The Indiana Medical History Museum, Inc., shall use real estate and improvements leased under this SECTION for public charitable, educational, scientific, and general museum purposes. This lease may not exceed four (4) years at a rental of one dollar (\$1) per year. The lease must allow the state to terminate the lease, if any of the real estate and improvements leased under this SECTION are subleased without the consent of the state or used for a purpose other than a public charitable, educational, scientific, or general museum purpose. Central State Hospital shall continue to provide the services it provided for the real estate and the improvements before the lease for the duration of the lease.

SECTION 3. (a) Notwithstanding any other law, the appropriate officials, acting on behalf and in the name of the state, shall enter into a lease with Indiana Medical History Museum, Inc., or its successor, at the sole option of Indiana Medical History Museum, Inc., at the expiration of the lease described in SECTION 2 of this act or at any time during the lease described in SECTION 2 of this act, leasing the real estate and the improvements generally known as the Old Pathology Building and the Dead House that are held by Central State Hospital and that are described as follows:

Part of the Southwest Quarter of Section 4, Township 15 North, Range 3 East, Marion County, Indiana, and



being more particularly described as follows: Beginning at a point on the North line of said quarter section being North 88 degrees 20 minutes 04 seconds East (assumed bearing) 615.07 feet from the Northwest corner thereof; thence continue North 88 degrees 20 minutes 04 seconds East along said North line 298.15 feet; thence South 0 degrees 25 minutes 14 seconds West 986.30 feet; thence North 88 degrees 39 minutes 18 seconds West 184.05 feet; thence North 6 degrees 15 minutes 40 seconds West 979.13 feet to the point of beginning and containing 5.423 acres, more or less. Subject to right of way for Vermont Street off the entire North side thereof and all other legal easements and rights of way of record. Also subject to and together with an easement for ingress and egress being a part of the Southwest Quarter of Section 4, Township 15 North, Range 3 East, Marion County, Indiana, and being more particularly described as follows: Beginning at a point on the North line of said quarter section being North 88 degrees 20 minutes 04 seconds East (assumed bearing) 823.22 feet from the Northwest corner thereof; thence continue North 88 degrees 20 minutes 04 seconds East along said North line 90.00 feet; thence South 0 degrees 25 minutes 14 seconds West 61.00 feet; thence South 57 degrees 55 minutes 21 seconds West 71.07 feet; thence South 0 degrees 25 minutes 14 seconds West 886.15 feet; thence North 88 degrees 39 minutes 18 seconds West 30.00 feet; thence North 0 degrees 25 minutes 14 seconds East 368.57 feet; thence North 67 degrees 14 minutes 53 seconds West 155.70 feet; thence North 6 degrees 15 minutes 40 seconds West 25.00 feet; thence South 75 degrees 48 minutes 59 seconds East 151.27 feet thence North 0 degrees 25 minutes 14 seconds East 565.00 feet to the point of beginning and containing in said easement 0.905 acres, more or less, subject to all legal easements and rights of way of record.

(b) The Indiana Medical History Museum, Inc., shall use the real estate and improvements transferred under this SECTION for public charitable, educational, scientific, and general museum purposes.

(c) The lease d

- (1) be for a per of one dollar (\$: lease for an a rental of one d
- (2) allow the li to purchase ser the cost of tho (the lease must y costs; however, consent of the p
- (3) provide tha Inc., is responsi estate and the in (a);
- (4) allow Indian relocate the imp Old Pathology Bu site that is gen Indiana;
- (5) require India take title to a subdivision (4) th owned by the stat subject to a cov restricting the use educational, scien
- (6) provide for t respect to any imp (4) that is moved to or an instrumenta
- (7) provide for tl respect to the real after all improvem are transferred to; the site is owned by the state;
- (8) allow the state real estate and subsection (a) are s state or used for charitable, educati purpose; and

- (c) The lease described in subsection (a) must:
- (1) be for a period of ninety-nine (99) years at a rental of one dollar (\$1) per year with the option to renew the lease for an additional ninety-nine (99) years at a rental of one dollar (\$1) per year;
  - (2) allow the Indiana Medical History Museum, Inc., to purchase services from Central State Hospital at the cost of those services to Central State Hospital (the lease must provide a method of determining these costs; however, the method may be amended with the consent of the parties);
  - (3) provide that Indiana Medical History Museum, Inc., is responsible for the maintenance of the real estate and the improvements described in subsection (a);
  - (4) allow Indiana Medical History Museum, Inc., to relocate the improvements generally known as the Old Pathology Building and the Dead House to a new site that is generally available to the people of Indiana;
  - (5) require Indiana Medical History Museum, Inc., to take title to any improvement described in subdivision (4) that is transferred to a site that is not owned by the state or an instrumentality of the state, subject to a covenant, enforceable by the state, restricting the use of the improvement to a charitable, educational, scientific, and general museum purpose;
  - (6) provide for the termination of the lease with respect to any improvement described in subdivision (4) that is moved to a site that is not owned by the state or an instrumentality of the state;
  - (7) provide for the termination of the lease with respect to the real estate described in subsection (a) after all improvements described in subdivision (4) are transferred to another site, regardless of whether the site is owned by the state or an instrumentality of the state;
  - (8) allow the state to terminate the lease if any of the real estate and improvements described under subsection (a) are subleased without the consent of the state or used for a purpose other than a public charitable, educational, scientific, or general museum purpose; and

(9) permit amendments at any time with the consent of all parties to the lease.

SECTION 4. Because an emergency exists, this act takes effect upon passage.

P.L.246-1986

[H. 1186. Approved March 10, 1986.]

AN ACT concerning professions and occupations.

*Be it enacted by the General Assembly of the State of Indiana:*

SECTION 1. (a) Any person who:

(1) was authorized by the board of registration for architects to sit for the examination for a certificate of registration as a registered architect before July 1, 1979, but has not passed the examination; or

(2) passed the examination for a certificate of registration as a registered architect after June 30, 1979, and before January 1, 1986;

shall be treated as if the person qualified for the examination under IC 25-4-1-7.

(b) A person who is described in subsection (a)(1) is eligible for a certificate of registration as a registered architect if the person passes an examination in accordance with the rules of the board of registration for architects and pays the fee under IC 25-4-1 and meets other requirements as established by the rules of the board.

(c) An action of the board of registration for architects authorizing a person described in subsection (a)(2) to sit for the examination for a certificate of registration as a registered architect is hereby validated.

(d) Any certificate of registration as a registered architect issued by the board of registration for architects to a person described in subsection (a)(2) is hereby validated.

SECTION 2. (a) Notwithstanding IC 25-15-4-3, the

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(2) is not the holder

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(3) applies to the

funeral director li

(4) passes the

IC 25-15-4-3(b)(5)

(5) pays the fee

IC 25-15-4-3(b)(7)

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and IC 25-15-6-4 ap

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(b) This SECTION

SECTION 3. (a)

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LEASE

This Lease, executed by the parties on the dates hereafter set forth to be effective July 1, 1990, by and between the State of Indiana acting by and through (1) the Indiana Department of Mental Health and Central State Hospital and (2) the Indiana Department of Administration ("Lessor") and the Indiana Medical History Museum, Inc., an Indiana Not-for-Profit Corporation ("Lessee"),

W I T N E S S E T H   T H A T:

WHEREAS, the Lessor currently owns real estate and improvements known as the Old Pathology Building and Dead House ("Building") on the grounds of Central State Hospital, which Building houses the Indiana Medical History Museum and is a national landmark; and

WHEREAS, the Building is one of the few structures of its kind, if not the only structure, preserved in the United States; and

WHEREAS, the Building has played a significant role in the history of medicine, medical education, psychiatry and health care in Indiana; and

WHEREAS, Lessee is a Section 501(c)(3) organization exempt from income tax under the Internal Revenue Code and for the past fifteen (15) years has expended considerable effort and significant funds for the maintenance and preservation of this State-owned structure for present and future generations and has leased the Building from the State for the past four (4) years (under Public Law 245, Section 2); and

WHEREAS, this Lease is expressly authorized by Indiana Public Law 245, 1986.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties agree as follows:

1. Real Estate. Lessor leases to Lessee the real estate with improvements commonly referred to as the Old Pathology Building and Dead House located on the grounds of Central State Hospital at 3000 West Washington Street, Indianapolis, Marion County, Indiana, the legal description of which is attached as Exhibit A ("Real Estate").

2. Use of Real Estate. The Lessee shall use the Real Estate for public, charitable, educational, scientific and general museum purposes. The Lessor may terminate the Lease if the Real Estate is (A) sub-leased without the consent of the Lessor (B) used for any purpose other than a public, charitable, educational, scientific or general museum purpose. Lessee is authorized to relocate the Building and improvements to a new site that is generally available to the people of Indiana. In the event Lessee determines to relocate the Building and improvements to a new site, Lessee shall give Lessor 60 days prior notice in writing.

In the event the Building is relocated to a new site off of the grounds of the State of Indiana or instrumentality thereof, Lessee shall take title to the new site subject to a covenant enforceable by the State restricting the use of the improvement to a public, charitable, educational, scientific or general museum purpose. Any improvements relocated to a new site not

owned by the State or any instrumentality thereof shall terminate the obligation of the Lessor to the Lessor's duties set forth in paragraphs 4 A, B, C, D, F and/or H as to that improvement.

In the event the Building and all improvements are transferred to another site, this Lease shall terminate.

3. Term and Rent. The term of this Lease shall be for ninety-nine (99) years commencing the first day of July, 1990 and ending on the thirtieth day of June, 2089. Lessee shall pay the Lessor rent at the rate of \$1.00 per year payable at least annually in advance. Payment shall be to "The Commissioner of the Department of Administration," and delivered to the State Office Building, Indianapolis, Indiana. This Lease is renewable for another ninety-nine years as prescribed in Indiana 1986 Public Law 245, Section 3. The Commissioner shall accept payment of Lease payments in advance.

The Lessee may exercise the renewal option by submitting in writing to the Lessor a notice of renewal at least one hundred eighty (180) days prior to the termination date of the Lease.

4. Lessor's Obligations. The Lessor shall have the following obligations to the Lessee:

A. Through Central State Hospital, shall allow the Lessee to purchase the following services from the Hospital at cost: Mail service, emergency steam heat, water, sewage disposal, garbage removal, monitoring of burglar and fire alarm systems, minor plumbing, electrical and minor repairs, snow removal and grass mowing, and maintenance of access roads and the parking lots of the Building.



The method of establishing cost of the above services shall be fixed by use of standard accepted accounting practices, procedures and standards as adopted by the Indiana State Board of Accounts. The term "minor" as used herein is intended to include routine maintenance items, but shall not include items of a capital nature such as remodeling or change of structure. Lessor shall comply with IC 4-12-1-13.5.

It is understood by the parties to this Lease that the pipes that will be used by Central State Hospital to provide emergency steam heat are pipes that are not used on a regular basis and are not being maintained by Central State Hospital, and that it may not be possible for Central State Hospital to provide emergency steam heat to the Lessee or Central State Hospital would be required to make costly repairs or capital improvements in order to provide emergency steam heat to the Lessee. All costs of providing emergency steam heat to the Lessee, including any repairs or improvements necessary to provide emergency steam heat to the Lessee shall be borne by the Lessee.

B. Allow access to the Building through the main gate of Central State Hospital. It shall, however, allow the Lessee to open a gate from Vermont Street during museum hours assuming the Lessee meets its obligations as described in paragraph 5.

C. Allow the Lessee to place proper signaga to the Building on Central State Hospital grounds, assuming these signs comply with City and State regulations. Any signs shall not block the view for vehicular traffic for traffic safety purposes.

D. Provide mail services to the Lessee at Lessee's cost. Mail service is the receipt and distribution of incoming mail to Lessee.

E. Shall not restrict visitation to the Building except for good cause such as temporary security of Lessee's grounds or temporary emergency protection of the patients. The Lessee shall be given as much advance notice as possible.

F. To monitor the security system of the Lessee and direct Central State Hospital security personnel to report breaches of security to the appropriate authorities.

G. Shall not restrict the Lessee from charging admission to the Building. Receipts from admission shall be used for operating expenses and the upkeep of the Building.

H. Continue to maintain the access roads and the parking lot of Building, at Lessee's cost pursuant to paragraph 4 A.

I. Allow the Lessee to fence off the land more particularly described in Exhibit A which it rents from the State of Indiana assuming the Lessee provides adequate access for the State Board of Health's Division of Weights and Measures housed in the Building to the northwest of the property rented by the Lessee.

J. Allow construction on the land described in Exhibit A, so long as the construction is in compliance with all City and State codes and regulations and pursuant to IC 4-13.6 or its successors.

5. Lessee's Obligations. Lessee shall have the following obligations to Lessor during the term of this Lease:

A. Pay for the upkeep of the improvements and for any and all restoration of the Building.

B. Pay for all utilities for the Building.

C. Pay for all maintenance costs, including all services purchased from the Central State Hospital, for the Building, or any additional improvements added to the real estate in the future.

D. Maintain its museum collections and improvements in the Building as the Lessee's sole property.

E. Afford accessibility to the public as well as staff of Central State Hospital to the Building during its open hours.

F. Purchase all supplies for the Building.

G. Pay all salaries necessary to operate and maintain the Building as a public, charitable, scientific, educational and general museum institution.

H. Lessee's provide security for the Vermont Street gate during the Building's open hours and hold the State of Indiana harmless for any injury or property damage which might occur at this gate during open hours. The Lessee shall also be responsible for upkeep of a guard station at this gate. The Lessee will pay for the security services at this gate and will instruct, train and properly supervise these guards. The Lessee shall also be responsible for restricting access to Central State Hospital when this gate is open.



I. Provide for the landscaping of the Building's grounds described in Exhibit A which may be satisfied by a purchase of services agreement with Central State Hospital at the Hospital's cost.

J. Any costs or expenses not specifically identified as being a responsibility of the Lessor shall be the Lessee's responsibility.

K. Failure of Lessee to make timely payments to the Lessor for services provided or to fulfill any other obligations under the Lease shall entitle the Lessor to terminate the Lease. However, before this clause may be implemented, the Lessor must provide written notice to the Lessee explaining the nature of the late payment and the date the described payment was due. From receipt of notice, the Lessee shall have ninety (90) days in which to satisfy the outstanding amount of the obligation. The Lessor may not take any additional action to terminate the Lease until the lapse of the above stated ninety (90) days. If there is a dispute as to the amount of payment, the ninety (90) day notice period shall toll until the dispute is resolved. Upon expiration of the ninety (90) day notice period, the Lessor may terminate the Lease by written notice to the Lessee.

6. Non-Discrimination. Pursuant to IC 22-9-1-10, the Lessee shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to his hire, tenure, terms, conditions or privileges of employment with respect to his race, color, religion, sex,

handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Lease.

7. Indemnification. The Lessee agrees to indemnify, defend and hold harmless the State of Indiana and its agents, officers and employees from all claims and court costs, attorneys' fees and other expenses caused by any act or omission of Lessee, and its agents, officers and employees.

8. The Lessee assures the Lessor that no mechanic's lien will be allowed to the real estate by virtue of any construction performed under this Lease. In the event that any mechanic's lien would so attach, the Lessee agrees to discharge any such lien immediately.

9. This Lease may be amended at any time in the future with the consent of all parties to the Lease.

10. No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either Lessor or Lessee shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, or remedy.

11. Lessor and Lessee agree that this Lease and all acts done in compliance with this Lease shall not be deemed to create any relationship between Lessor and Lessee other than the relationship of Landlord or Tenant.

12. All notices required to be given under this Lease will be made in writing and will be sent by registered or certified mail to the parties, as follows:

Lessor: Commissioner  
Indiana Department of Administration  
W479 Indiana Government Center South  
Indianapolis, Indiana 46204

Lessee: Director  
Indiana Medical History Museum, Inc.  
3000 West Washington Street  
Indianapolis, Indiana 46222

13. Upon request by Lessor, a Memorandum of Lease in recordable form shall be executed by both parties and recorded in conformance with the laws of the State of Indiana. (To be recorded in the County of the Lease Property.)

IN WITNESS WHEREOF, the parties have executed this Lease on the dates written below, to be effective as of July 1, 1990.

LESSEE:

INDIANA MEDICAL HISTORY MUSEUM, INC.

By: Walter B. Tinsley, Jr.  
Walter B. Tinsley, Jr., M.D., President  
*In D. L. 4/94*

Dated: 3-18-92

LESSOR:

State of Indiana Hospital Using Services:

CENTRAL STATE HOSPITAL

INDIANA DEPARTMENT OF MENTAL  
HEALTH

By: Ruth Stanley  
Ruth Stanley  
Superintendent

By: Jerry A. Thaden  
Jerry A. Thaden, Commissioner

Dated: 12/17/91

Dated: 12/20/91



INDIANA DEPARTMENT OF  
ADMINISTRATION

By: *[Signature]*  
John J. Kish, Commissioner

Dated: 8-19-92

OFFICE OF ATTORNEY GENERAL

By: *[Signature]*  
Linley E. Pearson, Attorney  
General

Dated: 9-15-92

STATE BUDGET AGENCY

By: *[Signature]*  
Frank Sullivan, Jr.  
State Budget Director

Dated: 8/31/92

OFFICE OF THE GOVERNOR

By: *[Signature]*  
Evan Bayh, Governor  
State of Indiana

Dated: 9/17/92

INDIANA	
STATE LAND OFFICE	
DEPT. of ADMINISTRATION	
Book <u>49-13-0719</u>	Page <u>31-304</u>
File No. _____	Date <u>8/30/93</u>
<u><i>[Signature]</i></u>	Land Clerk

This instrument was prepared by William K. Byrum, Attorney at Law, 600 Circle Tower, Indianapolis, Indiana 46204.

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Marion )

Appeared before me Walter B. Tinsley, Jr., M.D., known to me to be President of the Indiana Medical History Museum, Inc., who being duly sworn, stated that the statements and representations made in the foregoing Lease are true and correct to the best of his knowledge and belief and who acknowledged the execution of the foregoing Lease for and on behalf of the Indiana Medical History Museum, Inc.

Dated at Indianapolis, Indiana, this 18 day of March, 1992.

My Commission Expires:

3/21/93

My County of Residence:

Marion

Karen J. Bennett  
Notary Public

Karen J. Bennett  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF )

Appeared before me Ruth Stanley, known to me to be Superintendent of Central State Hospital, who being duly sworn, stated that the statements and representations made in the foregoing Lease are true and correct to the best of her knowledge and belief and who acknowledged the execution of the foregoing Lease for and on behalf of the Central State Hospital.

Dated at Indianapolis, Indiana, this 17<sup>th</sup> day of December, 1991.

My Commission Expires:

9/22/95

My County of Residence:

Hamilton

Mary C. Praed  
Notary Public

MARY C. PRAED  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

LaDonna F. Johnson for  
Appeared before me Jerry A. Thaden, known to me to be the  
Commissioner of the Indiana Department of Mental Health, who  
being duly sworn, stated that the statements and representations  
made in the foregoing Lease are true and correct to the best of  
his knowledge and belief and who acknowledged the execution of  
the foregoing Lease for and on behalf of the Indiana Department  
of Mental Health.

Dated at INDIANAPOLIS, Indiana, this 21<sup>st</sup> day of  
DECEMBER, 1991.

My Commission Expires:  
5/8/92  
My County of Residence:  
MARION

Patricia Sue Bell  
Notary Public  
PATRICIA SUE BELL  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF )

Appeared before me John J. Kish, known to me to be the  
Commissioner of the Indiana Department of Administration, who  
being duly sworn, stated that the statements and representations  
made in the foregoing Lease are true and correct to the best of  
his knowledge and belief and who acknowledged the execution of  
the foregoing Lease for and on behalf of the Indiana Department  
of Administration.

Dated at Indianapolis, Indiana, this 21 day of  
September, 1991.

My Commission Expires:  
02-26-94  
My County of Residence:  
Hendricks

Joanne M. Roberts  
Notary Public  
JOANNE M. ROBERTS  
Printed Name



STATE OF INDIANA )  
 ) SS:  
COUNTY OF )

Appeared before me Linley E. Pearson, known to me to be the Attorney General of the State of Indiana, who being duly sworn, stated that the statements and representations made in the foregoing Lease are true and correct to the best of his knowledge and belief and who acknowledged the execution of the foregoing Lease for and on behalf of the State of Indiana, Office of Attorney General.

Dated at Indianapolis, Indiana, this 28 day of September, 1992.

My Commission Expires:

August 29, 1996

My County of Residence:

Marion

  
Notary Public

Vanessa Taylor  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF )

Appeared before me Frank Sullivan, Jr., known to me to be the State Budget Director of the State of Indiana, who being duly sworn, stated that the statements and representations made in the foregoing Lease are true and correct to the best of his knowledge and belief and who acknowledged the execution of the foregoing Lease for and on behalf of the State Budget Office of the State of Indiana.

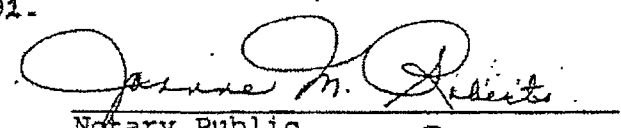
Dated at INDIANAPOLIS, Indiana, this 31 day of AUGUST, 1992.

My Commission Expires:

02-26-94

My County of Residence:

NEWRICKS

  
Notary Public

JOANNE M. ROBERTS  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF )

Appeared before me Evan Bayh, known to me to be the Governor of the State of Indiana, who being duly sworn, stated that the statements and representations made in the foregoing Lease are true and correct to the best of his knowledge and belief and who acknowledged the execution of the foregoing Lease for and on behalf of the State of Indiana.

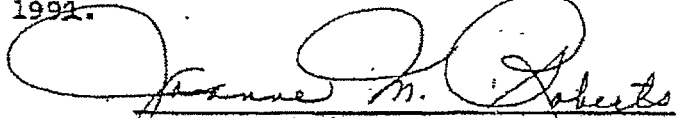
Dated at INDIANAPOLIS, Indiana, this 17 day of SEPTEMBER, 1992.

My Commission Expires:

02-26-94

My County of Residence:

MENDRICKS

  
Notary Public

JOANNE M. ROBERTS  
Printed Name

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )  
 ) SS:  
COUNTY OF )

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

Walter B. Tinsley, Jr., M.D.  
Walter B. Tinsley, Jr., M.D.,  
President  
Indiana Medical History Museum, Inc.

Appeared before me Walter B. Tinsley, Jr., M.D., known to me to be President of the Indiana Medical History Museum, Inc., who being duly sworn, stated that the statements and representations made in the foregoing Affidavit are true and correct to the best of his knowledge and belief.

Dated at INDIANAPOLIS, Indiana, this 23rd day of APRIL, 1991.

My Commission Expires:

My County of Residence:

Gayla S. Lane  
Notary Public  
GAYLA S. LANE  
My Commission Expires: 5-1-93  
County of Residence: Hendricks  
Printed Name



EXHIBIT "A"

TO LEASE BETWEEN INDIANA DEPARTMENT OF MENTAL HEALTH  
AND CENTRAL STATE HOSPITAL AND THE INDIANA DEPARTMENT  
OF ADMINISTRATION, (As Lessor) AND INDIANA MEDICAL HISTORY  
MUSEUM, INC., (As Lessee)

Part of the Southwest Quarter of Section 4, Township 15 North, Range 3 East, Marion County, Indiana, and being more particularly described as follows: Beginning at a point on the North line of said quarter section being North 88 degrees 20 minutes 04 seconds East (assumed bearing) 615.07 feet from the Northwest corner thereof; thence continue North 88 degrees 20 minutes 04 seconds East along said North line 298.15 feet; thence South 0 degrees 25 minutes 14 seconds West 986.30 feet; thence North 88 degrees 39 minutes 18 seconds West 184.05 feet; thence North 6 degrees 15 minutes 40 seconds West 979.13 feet to the point of beginning and containing 5.423 acres, more or less. Subject to right of way for Vermont Street off the entire North side thereof and all other legal easements and rights of way of record. Also subject to and together with an easement for ingress and egress being a part of the Southwest Quarter of Section 4, Township 15 North, Range 3 East, Marion County, Indiana, and being more particularly described as follows: Beginning at a point on the North line of said quarter section being North 88 degrees 20 minutes 04 seconds East (assumed bearing) 823.22 feet from the Northwest corner thereof; thence continue North 88 degrees 20 minutes 04 seconds East along said North line 90.00 feet; thence South 0 degrees 25 minutes 14 seconds West 61.00 feet; thence South 57 degrees 55 minutes 21 seconds West 71.07 feet; thence South 0 degrees 25 minutes 14 seconds West 886.15 feet; thence North 88 degrees 39 minutes 18 seconds West 30.00 feet; thence North 0 degrees 25 minutes 14 seconds East 368.57 feet; thence North 67 degrees 14 minutes 53 seconds West 155.70 feet; thence North 6 degrees 15 minutes 40 seconds West 25.00 feet; thence South 75 degrees 48 minutes 59 seconds East 151.27 feet; thence North 0 degrees 25 minutes 14 seconds East 565.00 feet to the point of beginning and containing said easement 0.905 acres, more or less, subject to all legal easements and rights of way of record.

# EXHIBIT 1

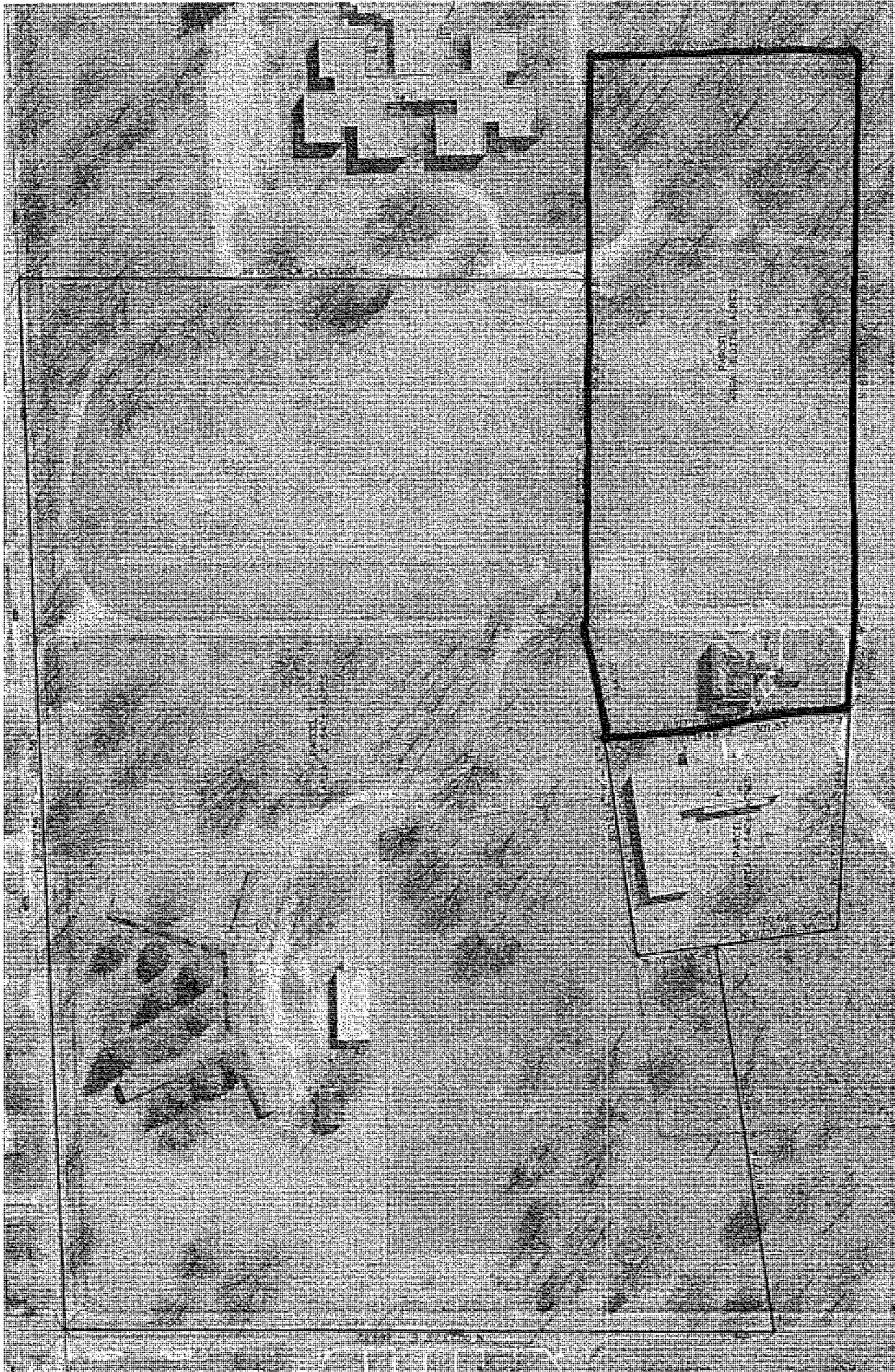


EXHIBIT 2

PARCEL 3

Part of the Southwest Quarter of Section 4, Township 15 North, Range 3 East, Marion County, Indiana, being further described as follows: Commencing at the northwest corner of said quarter section; thence South 00 degrees 23 minutes 23 seconds West (assumed bearing) 869.72 feet along the west line of said quarter section; thence North 81 degrees 12 minutes 14 seconds East 467.80 feet; thence North 07 degrees 11 minutes 48 seconds West 96.30 feet; thence North 81 degrees 12 minutes 14 seconds East 260.40 feet to the Point of Beginning of this description; continue thence North 81 degrees 12 minutes 14 seconds East 144.55 feet; thence South 89 degrees 36 minutes 37 seconds East 679.81 feet; thence South 00 degrees 53 minutes 04 seconds East 327.67 feet; thence North 89 degrees 36 minutes 37 seconds West 679.81 feet; thence North 86 degrees 50 minutes 27 seconds West 110.26 feet; thence North 07 degrees 11 minutes 48 seconds West 301.83 feet to the Point of Beginning, containing 6.027 acres, more or less.





Division of Historic Preservation & Archaeology • 402 W. Washington Street, W274 • Indianapolis, IN 46204-2739  
Phone 317-232-1646 • Fax 317-232-0693 • [dhp@dnr.IN.gov](mailto:dhp@dnr.IN.gov) • [www.IN.gov/dnr/historic](http://www.IN.gov/dnr/historic)



July 20, 2017

J. Paul Loether  
Keeper of the National Register  
National Register of Historic Places  
Mail Stop 7228  
1849 C St, NW  
Washington, D.C. 20240



Re: Old Pathology Building, Additional Documentation, Marion County, Indiana

Dear Mr. Loether,

Enclosed is additional documentation for the National Register of Historic Places nomination for the Old Pathology Building, Marion County, Indiana. The building was accepted to the register on April 25, 1972.

The additional documentation provides a clear, legal, boundary for the property, which was not included in the original document. It also provides information about the number and type of resources on the property, as well as current, digital color images.

The enclosed disc contains the true and correct copy of the nomination for the Old Pathology Building, Additional Documentation, Marion County, Indiana, to the National Register of Historic Places.

Please address any questions you or your staff may have about this nomination to my National Register staff members, Paul Diebold or Holly Tate.

Sincerely,

Cameron F. Clark  
State Historic Preservation Officer

CFC:PCD:pcd

enclosure: nomination package