

# Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated **March 7, 2013**, by and between **THE STATE OF INDIANA** acting through the Indiana Department of Administration, ("Seller") and \_\_\_\_\_, ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property (collectively, "Property"):

- 1.1 Property. The property commonly known as **INDOT Code 1023 – 220, 7065 Rockville Road, Marion County, Indiana** described on the attached **Exhibit A** ("Land") together with all buildings, improvements and fixtures constructed or located on the Land ("Buildings") and all easements of record and rights benefiting or appurtenant to the Land (collectively the "Property"), subject to all existing legal rights-of-way, easements, conditions and restrictions of record.
- 1.2 Access. The subject parcel currently has limited public access or right of entry. The buyer will be responsible for gaining legal access to the property. Ingress/Egress permits may be submitted to the Department of Transportation and approved or denied at the agencies sole discretion. No assurance of such a permit is expressed or implied.
- 1.3 Personal Property. No personal property is being sold or conveyed as a part of this Purchase Agreement.

2. Purchase Price, Buyer's Premium, and Manner of Payment. The total purchase price ("Purchase Price") to be paid for the Property shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The Purchase Price shall be payable as follows:

- 2.1 In conjunction with execution of this Agreement (the "Execution Date"), Buyer shall submit \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to Seller as earnest money ("Earnest Money"). In the event this Agreement is not accepted by Seller, the Earnest Money shall be promptly returned to Buyer. Upon acceptance of this Offer by Seller, such Earnest Money shall secure the Buyer's performance of this Agreement and in the event of a default by Buyer in the performance of its obligations herein specified, Seller shall have the right to terminate this Agreement and the Earnest Money shall be paid to Seller as liquidated damages as Seller's sole remedy at law or in equity; and
- 2.2 The balance of the Purchase Price, subject to adjustments as set forth herein, shall be payable in certified funds or by electronic transfer of funds on the "Closing Date" (as hereinafter defined).
- 2.3 In addition to the Purchase Price, Buyer shall, at Closing as hereinafter defined, pay Seller's representative a 10% Buyer's premium pursuant to the terms of a separate addendum to this Agreement.

3. Contingencies and Inspection Period. The obligation of the Seller is contingent upon approval of the transaction contemplated by this Agreement as required by **IC 4-13-2-14.1, IC 4-13-2-14.2 and IC 4-20.5-7**.

4. Closing. In the event that Seller has accepted this Agreement and the parties proceed to closing, the closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur within thirty (30) days following State approval as set forth above (the "Closing Date"), **such final closing is subject to and conditional upon approval by the Office of the Governor and the Indiana Attorney General**, unless extended by mutual agreement of the parties. The Closing shall take place at a time, place, and on a date agreeable by Seller and Buyer. The Buyer will be responsible for title fees, escrow fees, and costs charged by the company with whom the earnest money is deposited as outlined in Section 5.1.

4.1 Seller's Closing Documents. On the Closing Date, Seller shall have executed and delivered or caused to be delivered to Buyer the following (collectively, "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:

4.1.1 Deed. A Quitclaim Deed conveying the Property to Buyer, **an exemplar of such Quitclaim Deed is attached hereto as Exhibit B.**

4.1.2 Documents. Copies of all contracts, permits and warranties affecting the Property that will survive the Closing, if any.

4.1.3 Sales Disclosure Form. An Indiana sales disclosure form.

4.1.4 Other Documents. All other documents reasonably determined by Buyer to be necessary to transfer title to the Property to Buyer free and clear except Permitted Exceptions to Title.

4.2 Buyer's Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following (collectively, "Buyer's Closing Documents"):

4.2.1 Purchase Price. Funds representing the Purchase Price, by electronic transfer of immediately available funds.

4.2.2 Assumption of Contracts, Permits, Warranties and Miscellaneous Documents. An Assumption of Contracts, Permits and Warranties, if any, assuming Seller's obligations under such documents.

4.2.3 Sales Disclosure Form. An Indiana sales disclosure form.

4.2.4 Other Documents. All other documents reasonably determined by Seller or Title Company to be necessary to complete the transaction contemplated by this Agreement. Including a Vendor Information form required by the State of Indiana Auditor's Office, **an exemplar of such Vendor Information form is attached hereto as Exhibit C.**

5. Allocation of Costs. Seller and Buyer agree to the following allocation of costs regarding this Agreement:

5.1 Title Insurance and Closing Fee. Buyer shall be solely responsible for the payment of all premiums and fees associated with title insurance, including any and all closing fees or recording charges. Buyer shall be responsible for payment, at or before Closing, of search fees charged by the title company from whom Seller obtained a preliminary title review and commitment. Unless waived by the title company, said closing fees shall be payable by Buyer whether or not Buyer obtains a policy of title insurance.

5.2 Taxes and Assessments. The Property being conveyed is owned by the State of Indiana and is exempt from all real property taxes. The Seller shall assume no responsibility or liability for any real property taxes or other assessments from

which it is statutorily exempt. Buyer shall be solely responsible for, and indemnify Seller against, any and all real property taxes assessed with respect to the Real Property on or after Closing.

5.3 Utilities. Seller shall either ensure that utility service to the Property is disconnected as of the Closing Date or shall cooperate with Buyer in having such utility services transferred to Seller's account. All contracts relating to operating the Property shall be canceled as of the Closing Date.

5.4 Attorney's Fees. Each of the parties will pay its own attorney's fees.

6. Evidence of Title. In the event that Buyer does not order and receive a commitment for title insurance, Seller shall, at its expense, within ten (10) days after written request from Buyer, furnish to Buyer a copy of the documents by which the State obtained or otherwise holds title or a letter from the State Land Office describing the documents by which the State obtained and otherwise holds title. Seller will cooperate with the Buyer or its title company in clarifying or resolving any perceived deficiencies or clouds in the title, but shall not be required to incur any expense beyond commitment of the time of the State Land Office. If such issues cannot be resolved to Buyer's satisfaction, Buyer may terminate this Agreement, and the Earnest Money, if any, shall be returned.

7. Maintenance of the Real Property Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date, Seller shall maintain the Property and improvements in a reasonably prudent manner. Seller shall execute no contracts, leases or other agreements regarding the Property between the date hereof and the Date of Closing that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion.

8. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:

8.1 Existence: Authority. Seller has the requisite power and authority to enter into and perform this Agreement and to execute and deliver Seller's Closing Documents; such documents have been duly authorized by all necessary action.

8.2 Contracts. Seller has made available to Buyer a correct and complete copy of any Contract and its amendments which will survive a closing hereunder, if any.

8.3 Operations. Seller has received no written notice of actual or threatened cancellation or suspension of any utility services for any portion of the Property. Seller has received no written notice of actual or threatened special assessments or reassessments of the Property.

8.4 Litigation. To Seller's knowledge, there is no litigation or proceeding pending or threatened against or relating to the Property, nor does Seller know of or have reasonable grounds to know of any basis for any such action or claim.

8.5 Physical Condition. Seller makes no representation or warranty concerning the physical condition of the Property and puts Buyer to the obligation to satisfy itself pursuant to the contingency contained in Section 3 above.

9. Casualty; Condemnation. If all or any part of the Property is materially damaged by fire, casualty, the elements or any other cause, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all

Earnest Money by giving notice within thirty (30) days after Seller's notice. Termination of this Agreement and return of all Earnest Money are Seller's sole remedies

10. Notices. Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed by United States certified mail, return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: Commissioner  
Indiana Department of Administration  
402 W. Washington St., W479  
Indianapolis, IN 46204

With Copy to: Attorney General  
Office of the Indiana Attorney General  
302 W. Washington St.  
Indianapolis, IN 46204

If to Buyer:

With a Copy to:

Notices shall be deemed effective on the date of receipt. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

11. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Indiana, and any suit must be brought in an Indiana court of competent jurisdiction.

12. Remedies. If Buyer defaults, and if Buyer fails to cure such default within ten (10) days of the date of notice of such default from Seller, then Seller shall have the right to terminate this Agreement by giving written notice of termination to Buyer. In the event of termination Seller will receive the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. Buyer's sole remedy for any default by Seller shall be termination of this Agreement and return of the Earnest Money.

13. Buyer's Examination. Buyer is relying solely upon its own examination of the Property and inspections in determining its physical condition, character, and suitability for Buyer's intended use of the Property and is not relying upon any representation by Seller or any broker, except for those made by Seller directly to Buyer in writing in **Exhibit D, which is attached to this**

**agreement.** Buyer agrees and acknowledges that it is accepting the Property “**AS IS**” subject to all faults of every kind and nature whatsoever, whether latent or patent, and whether now or hereafter existing, and Buyer acknowledges that it has based its decision to purchase the Property solely upon information obtained independently by Buyer. Buyer shall sign a Hold Harmless Affidavit, **an exemplar of such Hold Harmless Affidavit is attached hereto as Exhibit E.** Buyer shall acquire the Property subject to all laws imposed upon the Property by any governmental or quasi-governmental authority having jurisdiction thereof. Buyer represents and warrants to Seller that Buyer has not relied, and will not rely, upon the representation or statement, or the failure to make any representation or statement, by Seller or Seller’s agents, employees or by any person acting or purporting to act on the behalf of Seller with respect to the physical condition of the Property.

14. Compliance with Telephone Privacy. As required by IC 5-22-3-7:

(1) the Buyer and any principals of the Buyer certify that (A) the Buyer, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Buyer will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Buyer and any principals of the Buyer certify that an affiliate or principal of the Buyer and any agent acting on behalf of the Buyer or on behalf of an affiliate or principal of the Buyer (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

15. Withdrawal of Offer. This Agreement shall be deemed to be withdrawn, unless accepted by Seller, after one-hundred-fifty (150) days of delivery to Seller. In the event of a withdrawal under this section, Buyer shall be entitled the return of the Earnest Money.

16. Additional terms.

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17. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he/she is the Buyer, or that he/she is the properly authorized representative, agent, member or officer of the Buyer, that he/she has not, nor has any other member, employee, representative, agent or officer of the Buyer, directly or indirectly, to the best of the undersigned’s knowledge, 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 Property Purchase Agreement other than that which appears upon the face of this Agreement.

**In Witness Whereof**, Buyer and the Seller have, through their duly authorized representatives, entered into this Property Purchase Agreement. The parties, having read and understood the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

**BUYER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**BUYER SHALL TAKE TITLE OF THE PROPERTY AS FOLLOWS:**

\_\_\_\_\_  
**BUYERS PRIMARY ADDRESS:**  
\_\_\_\_\_

**SELLER:**

State of Indiana acting through the Indiana Department of Administration.

By \_\_\_\_\_  
For:

# CODE 1023 PARCEL 220 – EXCESS LAND

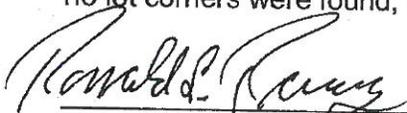
## LEGAL DESCRIPTION

Code 1023  
Parcel 220 – Excess Land  
Marion County Indiana  
USR 36

Lot 326 in Waynecroft Extension, an addition to the City of Indianapolis, the plat of which is recorded in Plat Book 24, Page 352, in the Office of the Recorder of Marion County, Indiana, **EXCEPT** the following part of said Lot 326; Beginning at the northeast corner of said lot; thence South 32.60 feet along the East line of said lot; thence West parallel with the North line of said lot 32.90 feet; thence southwesterly 22.68 feet to the West line of said lot; thence North 47.50 feet along the West line of said lot to the northwest corner of said lot; thence East 50.00 feet along the North line of said lot to the point of beginning and containing 1,757 square feet, more or less.

And containing after said exception 3,993 square feet, more or less.

This legal description was prepared by Ronald L. Raney a Registered Land Surveyor in the State of Indiana for the Indiana Department of Transportation (INDOT). The legal description was prepared from existing INDOT records, no field survey was done and no lot corners were found, set or re-established.



Ronald L. Raney LS80870012-Date December 09, 2010









# EXHIBIT D

## CATEGORICAL EXCLUSION LEVEL 1 FORM

**Date:** September 5, 2012

**Initial Version**

**Additional Information to CE Level 1 Dated:**

**Purpose of this document:**

CE Level 1 documentation for exempted projects

State-funded categorical exemption documentation  
(Sect. I.C.4, Table 4: Item 10 of the 2011 INDOT CE Manual)

**Approval of Exempt, CE Level 1 or State-Funded CE:**

  
 Environmental Scoping Manager or  
 Environmental Policy Manager

09/06/12  
 Date

PROJECT INFORMATION			
<b>Contract Number, County, Route</b>	N/A, Marion County, US 36	<b>Des Number</b>	LA Code 1023 / Parcel 220
<b>Project Description</b>	<p>This proposal (action) involves the disposal (sale) of excess INDOT right-of-way (R/W) from one parcel along US 36 in western Marion County. Parcel 220 is located along the south side of US 36 at reference post (RP) 67+54, approximately 1.06 mile west of I-465. Specifically, Parcel 220 is located in Section 11, Township 15 North, Range 2 East of the U.S. Geological Survey (USGS) 7.5' Clermont, Indiana Topographic Quadrangle in Marion County.</p> <p>INDOT intends to sell 0.092 acre of excess INDOT R/W from Parcel 220. This parcel was acquired by INDOT in 1974 as part of a US 36 road widening project. INDOT determined that this surplus R/W will not be needed within the near future and has thus decided to sell the excess R/W to a prospective buyer.</p> <p>Parcel 220 is currently a vacant lot comprised of mowed grass and a gravel lot, which is currently being used a parking area for the adjacent business to the east. A residential structure once stood on this parcel; however, the structure was demolished as part of the US 36 road widening project. See Appendix A for maps depicting the site and Appendix B for site photographs.</p> <p>This action will not involve excavation, construction, or demolition activities of any kind. Therefore, impacts to the surrounding environment will not occur.</p>		
<b>Purpose and Need for Action:</b>	The purpose of this action is to reduce the amount of existing INDOT R/W at Parcel 220 in Marion County. The need for this action is the excess INDOT R/W at Parcel 220.		
<b>Alternatives Considered:</b>	The "Do Nothing" alternative was considered for this action. However, this alternative did not satisfy the purpose and need of the action. Therefore, it was not selected as the preferred alternative.		
<b>Project Termini:</b>	Parcel 220 is located on the south side of US 36 at RP 67+54 in Marion County, approximately 1.06 miles west of I-465.		
<b>Funding Source(s):</b>	<input type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Local	<b>Estimated Cost</b>	N/A
<b>Project Sponsor:</b>	Indiana Department of Transportation	<b>Project Area</b>	0.092 acre

Name and organization of CE Level 1 Preparer: Aaron Lawson - INDOT Greenfield District

<b>SCOPE OF THE PROPOSED ACTION</b>		
<b>Public Involvement</b>	No: <b>X</b>	Possible:
Comments:	This action does not meet any of the conditions described in the Public Involvement Manual, Part 1, and Section IV.C.4, which would require INDOT to offer the public an opportunity to request a public hearing.	
<b>Relocation of residences/businesses/etc.*</b>	No: <b>X</b>	Possible:
Comments:	No relocations of any residences or businesses will result from this action.	
<b>Right-of-way in acres (permanent and temporary)*</b>	No: <b>X</b>	Possible:
Comments:	No permanent or temporary R/W will be required for this action.	
<b>Added through-traffic lanes – length*</b>	No: <b>X</b>	Possible:
Comments:	No through-traffic lanes will be added.	
<b>Permanent alteration of local traffic pattern*</b>	No: <b>X</b>	Possible:
Comments:	There will be no alteration of local traffic patterns resulting from this action.	
<b>Facility on new location or realignment*</b>	No: <b>X</b>	Possible:
Comments:	No facilities will be relocated or realigned during the completion of this action.	
<b>Disruption to public facilities/services (such as schools, emergency service)</b>	No: <b>X</b>	Possible:
Comments:	This action will not result in a disruption to public facilities or services.	
<b>Involvement with existing bridge(s) (Include structure number(s))</b>	No: <b>X</b>	Possible:
Comments:	No bridges or small structures are located within the subject parcel.	

<b>INVOLVEMENT WITH RESOURCES</b>		
<b>Watercourses Impacted (linear feet)</b>	No: <b>X</b>	Possible:
Comments:	<p>A roadside ditch exhibiting an ordinary high water mark (OHWM) was observed along the north side of Parcel 220 during the site visit on August 14, 2012. The presence of the OHWM indicates that this ditch may fall under the jurisdiction of the U.S Army Corps of Engineers. However, this ditch will not be impacted because this action will not involve excavation, dredging, construction, or demolition activities of any kind. Therefore, a Waters of the U.S. Determination Report will not be completed.</p> <p>Review of the attached U.S. Geological Survey (USGS) topographic map (Appendix A) revealed that there are no streams, rivers, or watercourses, jurisdictional or otherwise, located in or near the subject parcel.</p>	
<b>Other Surface Waters (such as ponds, lakes, reservoirs, in acres)</b>	No: <b>X</b>	Possible:
Comments:	The field visit on August 14, 2012 and review of the attached USGS topographic map (Appendix A) revealed that there are no surface waters are located in or near the subject parcel.	

<b>INVOLVEMENT WITH RESOURCES</b>		
<b>Wetlands (acres)*</b>	No: <b>X</b>	Possible:
Comments:	The August 14, 2012 site visit and review of the attached National Wetlands Inventory map (Appendix A) revealed that there are no known wetlands in or near the subject parcel.	
<b>Disturbance of Terrestrial Habitat (acres)</b>	No: <b>X</b>	Possible:
Comments:	Parcel 220 is comprised of mowed grass and a gravel lot, which is apparently being used a parking area for the adjacent business to the east. This action will not involve construction, excavation, or demolition activities of any kind, thus impacts to these low quality terrestrial habitats will not occur.	
<b>Karst Features</b>	No: <b>X</b>	Possible:
Comments:	The project is located outside of the designated karst area of the state as identified in the October 13, 1993 MOU. No karst features were observed or are known to exist within or adjacent to the proposed project area.	
<b>Threatened and Endangered Species Present/Impacted*</b>	No: <b>X</b>	Possible:
Comments:	Parcel 220 is located within the range of the Federally endangered Indiana bat ( <i>Myotis sodalis</i> ). However, this species has not been reported in the vicinity of the subject parcel. This action will not impact threatened and endangered species.	
<b>Impacts to Sole Source Aquifer*</b>	No: <b>X</b>	Possible:
Comments:	According to the Sole Source Aquifer Map of Indiana, the project is not located within the legally designated St. Joseph Aquifer System.  The Indiana Department of Environmental Management's Wellhead Proximity Determinator website ( <a href="http://idemmaps.idem.in.gov/apps/whpa/">http://idemmaps.idem.in.gov/apps/whpa/</a> ) was accessed on August 10, 2012 by Aaron Lawson with the INDOT Greenfield District. The required project location data was provided and it was determined that this project is not located within a Wellhead Protection Area.	
<b>Flood Plains (note transverse or longitudinal impact)</b>	No: <b>X</b>	Possible:
Comments:	According to the Federal Emergency Management Agency (FEMA) flood insurance rate map (FIRM) (Appendix A), Parcel 220 is not located within a floodplain. Therefore, this action does not fall within the guidelines for the implementation of 23 CFR 65, 23 CFR 771, and 44 CFR.	
<b>Farmland (acres)</b>	No: <b>X</b>	Possible:
Comments:	The requirements of the (FPPA) do not apply to this action. This action does not involve the acquisition of any R/W.	
<b>Cultural Resources (Section 106)*</b>	No: <b>X</b>	Possible:
Comments:	<p>According to the INDOT Cultural Resources Office (CRO), an Archaeological Field Reconnaissance survey was completed for the US 36 added travel lanes project (Des 0101115) on May 3, 2005 (Appendix D). The survey examined 115 feet of R/W along either side of US 36 (Rockville Road). This survey included all of excess Parcel 220. No archaeological sites were found in this parcel and further archaeological work was not recommended. The Indiana State Historic Preservation Officer (SHPO) concurred with this assessment in a letter dated June 6, 2005 (Appendix D). Since this parcel was previously examined for archaeological resources and the SHPO concurred with the findings of the survey, no additional archaeological work is required.</p> <p>In regards to above-ground resources, a review of the area surrounding Parcel 220 was completed by the INDOT CRO on March 10, 2011 (Appendix D). The State and National Register of Historic Places lists for Marion County were checked by an INDOT CRO historian who meets the Secretary of the Interior's Professional Qualification Standards per 36 CFR Part 61. No historic properties on these lists are located</p>	

<b>INVOLVEMENT WITH RESOURCES</b>		
	<p>near Parcel 220. Additionally, the <i>Wayne Township, Marion County Interim Report</i> of the Indiana Historic Sites and Structures Inventory was referenced. No properties are recorded near, on, or directly adjacent to Parcel 220. The nearest recorded property is an American Foursquare House at 7107 West Rockville Rd., which is more than 600 feet from Parcel 220. The INDOT CRO does not think that the disposal of excess Parcel 220 is an activity that has the potential to cause effects on any above-ground resources eligible for or listed in the National Register.</p> <p>There are no documented properties listed on or eligible for listing on the National or State Registers on or adjacent to the parcel. Therefore, under IC 14-21-1-18 no covenant or easement would need to be placed on the deed for historic property maintenance.</p>	
<b>Section 4(f) and Section 6(f) Resources *</b>		No: <input checked="" type="checkbox"/> Possible:
Comments:	There are no Section 4(f) or Section 6(f) resources located in or near the excess R/W parcels based on observations made during the August 14, 2012 site visit and review of the National Park Service Land and Water Conservation Fund (LWCF) website: ( <a href="http://www.nps.gov/lwcf/">http://www.nps.gov/lwcf/</a> ).	
<b>Air Quality Non-attainment Area</b>		No: <input checked="" type="checkbox"/> Possible:
Comments:	This project is located in Marion County. This county is currently in non-attainment for the National Ambient Air Quality Standards (NAAQS) criteria pollutant particulate matter (PM <sub>2.5</sub> ). The sale of excess R/W will not affect the quality of air.	
<b>Noise Analysis Required*</b>		No: <input checked="" type="checkbox"/> Possible:
Comments:	This project is a Type III project. In accordance with 23 CFR 772 and the INDOT Traffic Noise Policy, this action does not require formal noise analysis.	
<b>Community/Economic Impacts</b>		No: <input checked="" type="checkbox"/> Possible:
Comments:	This action will have no impact on the local community or economy.	
<b>Environmental Justice</b>		No: <input checked="" type="checkbox"/> Possible:
Comments:	According to the INDOT CE Manual Section IV.C.7.d, no analysis for environmental justice (EJ) is required for projects with fewer than two relocations and less than 0.5 acre of acquired R/W. This action meets these criteria. Therefore, no EJ analysis is required.	
<b>Hazardous Materials</b>		No: <input checked="" type="checkbox"/> Possible:
Comments:	<p>No signs of hazardous materials were observed during the August 14, 2012 site investigation (Appendix E).</p> <p>A red flag investigation (RFI) was completed by INDOT Greenfield District Environmental Section personnel on August 31, 2012 and approved by the INDOT Environmental Services (ES) Hazardous Materials (Hazmat) Unit on September 5, 2012 (Appendix E). The RFI revealed three underground storage tank (UST) sites located within 0.5 mile of the excess parcel. Two of the UST sites are located nearly 0.5 mile west of the excess parcel, and one is located more than 0.15 mile southeast of the parcel. The presence of these UST sites is not expected to impact the sale of excess Parcel 220 due to their distance.</p> <p>The RFI also revealed two leaking underground storage tank (LUST) sites and one National Pollutant Discharge Elimination System (NPDES) pipe located within 0.15 mile of the excess parcel. All three of these sites are associated with nearby gas stations. The following information on these sites was obtained by the INDOT ES Hazmat Unit by accessing IDEM's Virtual File Cabinet as part of their review of the RFI.</p> <p>A Speedway gas station (store # 6124) is located 0.08 mile west of the subject parcel. This LUST site was</p>	

<b>INVOLVEMENT WITH RESOURCES</b>		
	<p>issued a No Further Action (NFA) by IDEM on April 27, 2012. An Environmental Restrictive Covenant (ERC) recorded on October 11, 2011, indicated that the contamination left in place was either within the property boundaries or less than twenty feet off-site. The NPDES pipe located at this parcel is associated with a system installed to remediate petroleum contaminated groundwater. The INDOT ES Hazmat Unit concluded that neither of these issues should impact the sale of the excess parcel.</p> <p>An Amoco gas station (store # 10102) is located 0.15 mile west of the subject parcel. According to IDEM, a groundwater remediation system was operated on site from 1994 until 1998. Additional soil and petroleum contaminated water were removed from the site in May 2000. Even though low levels of petroleum contamination were left on-site, IDEM issued a NFA letter on August 15, 2001. The INDOT ES Hazmat Unit concluded that this site is not expected to impact the sale of the excess parcel.</p>	
<b>Permits</b>	No: <input checked="" type="checkbox"/>	Possible:
Comments:	No environmental related permits will be required for this action.	

\*Criteria used for determination of CE Level. See threshold table below.

<b>ENVIRONMENTAL COMMITMENTS:</b>
<p>If any archaeological artifacts, features, or human remains are uncovered during disposal of this land, State Law (Indiana Code 14-21-1-27 &amp; 29) requires that the discovery must be reported to the Department of Natural Resources. In the event, please call 317- 232-1646. At the time of disposal/ transfer INDOT must inform the purchaser about this Law. (For further consideration, INDOT)</p>

**Categorical Exclusion Level Thresholds**

	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>
<b>Relocations</b>	None	≤ 2	> 2	> 10
<b>Right of way<sup>1</sup></b>	< 0.5 acres	< 10 acres	≥ 10 acres	≥ 10 acres
<b>Length of added through lane</b>	None	< 1 miles	≥ 1 mile	≥ 1 mile
<b>Permanent Traffic pattern alteration</b>	None	None	Yes	Yes
<b>New alignment</b>	None	None	< 1 mile	≥ 1 mile <sup>2</sup>
<b>Wetlands</b>	< 0.1 acres	< 1 acre	< 1 acre	≥ 1 acre
<b>Stream Impacts</b>	≤ 300 linear feet of stream impacts, no work beyond 75 feet from pavement	> 300 linear feet impacts, or work beyond 75 feet from pavement	N/A	N/A
<b>Section 4(f)*</b>	None	None	None	Any impacts
<b>Section 6(f)</b>	None	None	Any impacts	Any impacts
<b>Section 106</b>	“No Historic Properties Affected” or falls within guidelines of Minor Projects PA	“No Adverse Effect” or “Adverse Effect”	N/A	If ACHP involved
<b>Noise Analysis Required</b>	No	No	Yes <sup>3</sup>	Yes <sup>3</sup>
<b>Threatened/Endangered Species*</b>	“Not likely to Adversely Affect”, or Falls within Guidelines of USFWS 9/8/93 Programmatic Response	N/A	N/A	“Likely to Adversely Affect” <sup>4</sup>
<b>Sole Source Aquifer Groundwater Assessment</b>	Detailed Assessment Not Required	Detailed Assessment Not Required	Detailed Assessment Not Required	Detailed Assessment Required
<b>Approval Level</b> • ESM <sup>5</sup> • ES <sup>6</sup> • FHWA	Yes	Yes	Yes Yes	Yes Yes Yes

\*These thresholds have changed from the March 2009 Manual.

<sup>1</sup>Permanent and/or temporary right of way.

<sup>2</sup>If the length of the new alignment is equal to or greater than one mile, contact the FHWA’s Air Quality/Environmental Specialist.

<sup>3</sup>In accordance with INDOT’s Noise Policy.

<sup>4</sup>If the project is considered Likely to Adversely Affect Threatened and/or Endangered Species, INDOT and the FHWA should be consulted to determine whether a higher class of document is warranted.

<sup>5</sup>Environmental Scoping Manager

<sup>6</sup>Environmental Services

# Appendices

Appendix A	Site Maps
Appendix B	Site Photographs
Appendix C	Parcel 220 Plat Map and Legal Description
Appendix D	Cultural Resources
Appendix E	Hazardous Materials

# **Appendix A**

## **Site Maps**

**Indiana Road Map - Site Location**  
**Sale of Excess R/W - Parcel 220**  
**Marion Co., Indiana**



generated by:  
accessIndiana

Approximate Location



General Site Map - 2005 Aerial Photograph  
 US 36 at RP 67+54, 1.06 Miles West of I-465  
 LA Code 1023, Sale of Excess INDOT R/W - Parcel 220  
 Marion County, Indiana



0 0.005 0.01 0.02 0.03 Miles

1:688

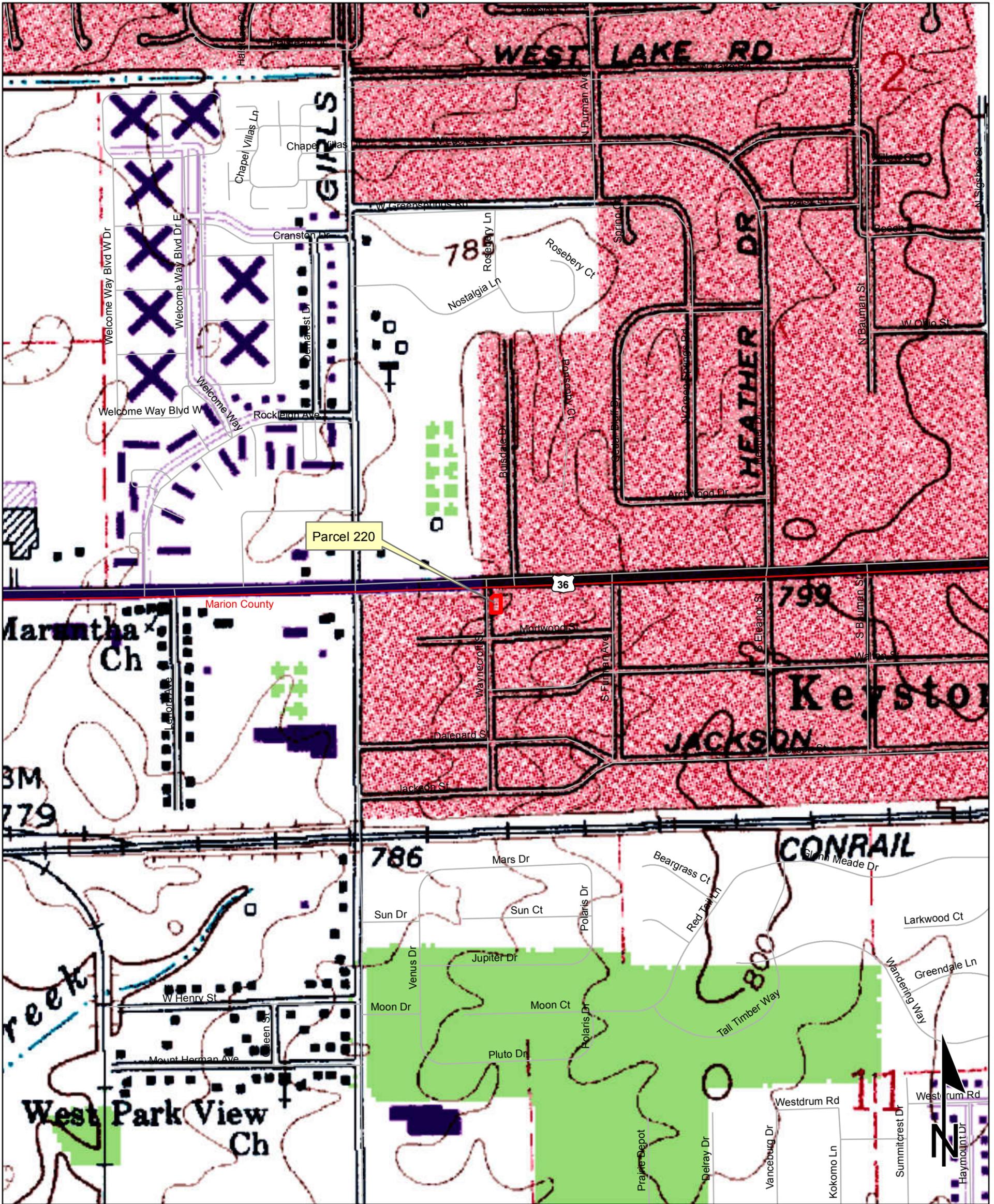
**Sources:**  
**Non Orthophotography**  
**Data** - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
**Map Projection:** UTM Zone 16 N **Map Datum:** NAD83

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

**Legend**

- Project Area
- Local Road
- State Routes**  County Boundary
- Highways**
- Interstates
- State Routes
- US Routes

General Site Map - USGS Topographic Map (1:24,000)  
 US 36 at RP 67+54, 1.06 Miles West of I-465  
 LA Code 1023, Sale of Excess INDOT R/W - Parcel 220  
 Marion County, Indiana



1:6,000

Sources:  
**Non Orthophotography**  
 Data - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
 Map Projection: UTM Zone 16 N Map Datum: NAD83

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

**Legend**

- Project Area
- Local Road
- State Routes**
- County Boundary
- Highways**
- Interstates
- State Routes
- US Routes
- Quad24k**
- RGB**
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

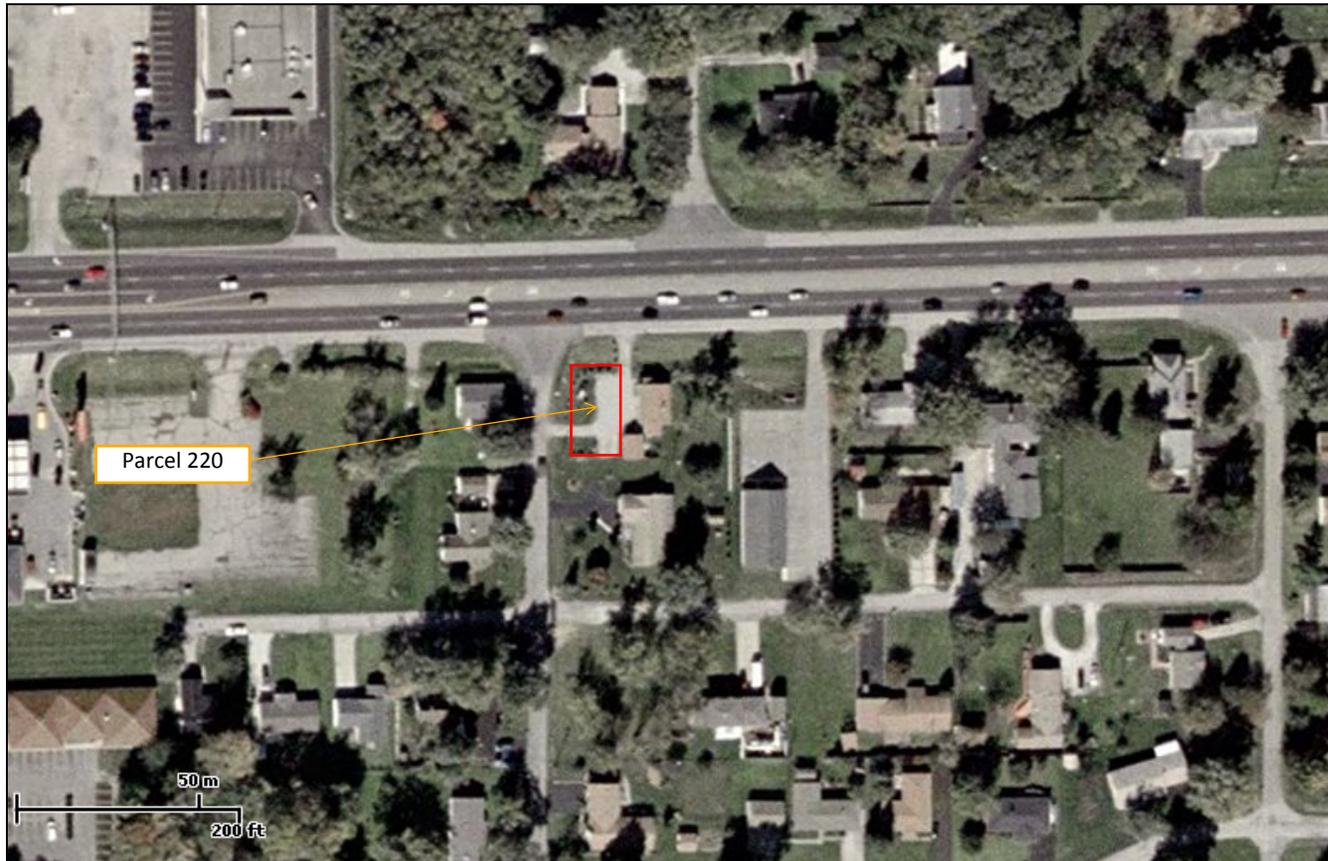




# U.S. Fish and Wildlife Service National Wetlands Inventory

Sale of Excess  
INDOT R/W

Aug 21, 2012



## Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

## Riparian

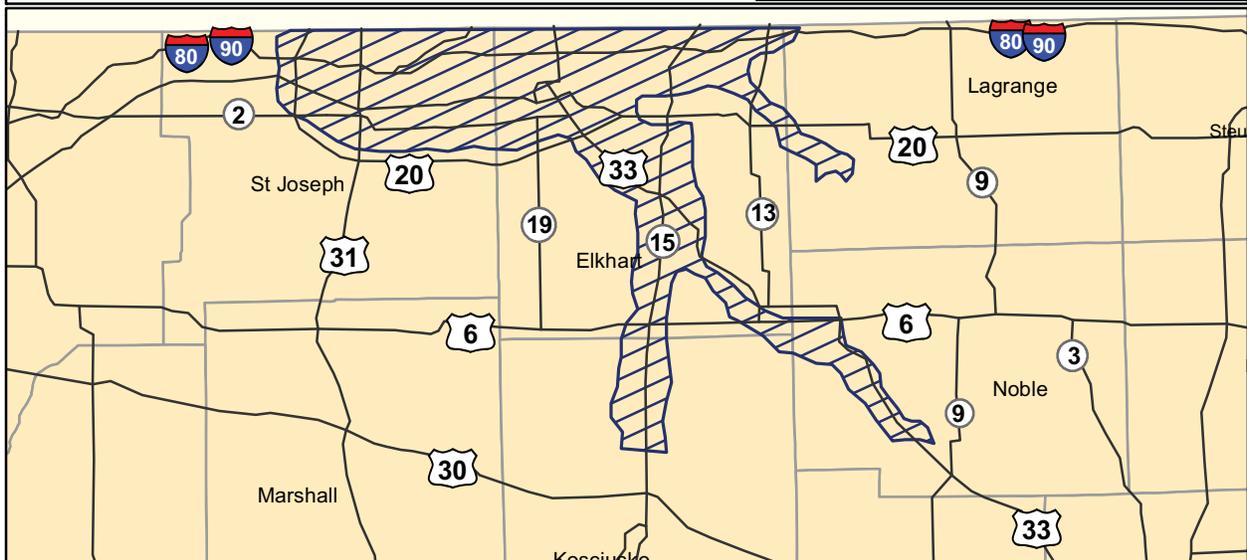
- Herbaceous
- Forested/Shrub

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

## User Remarks:

LA Code 1023 / Parcel 220

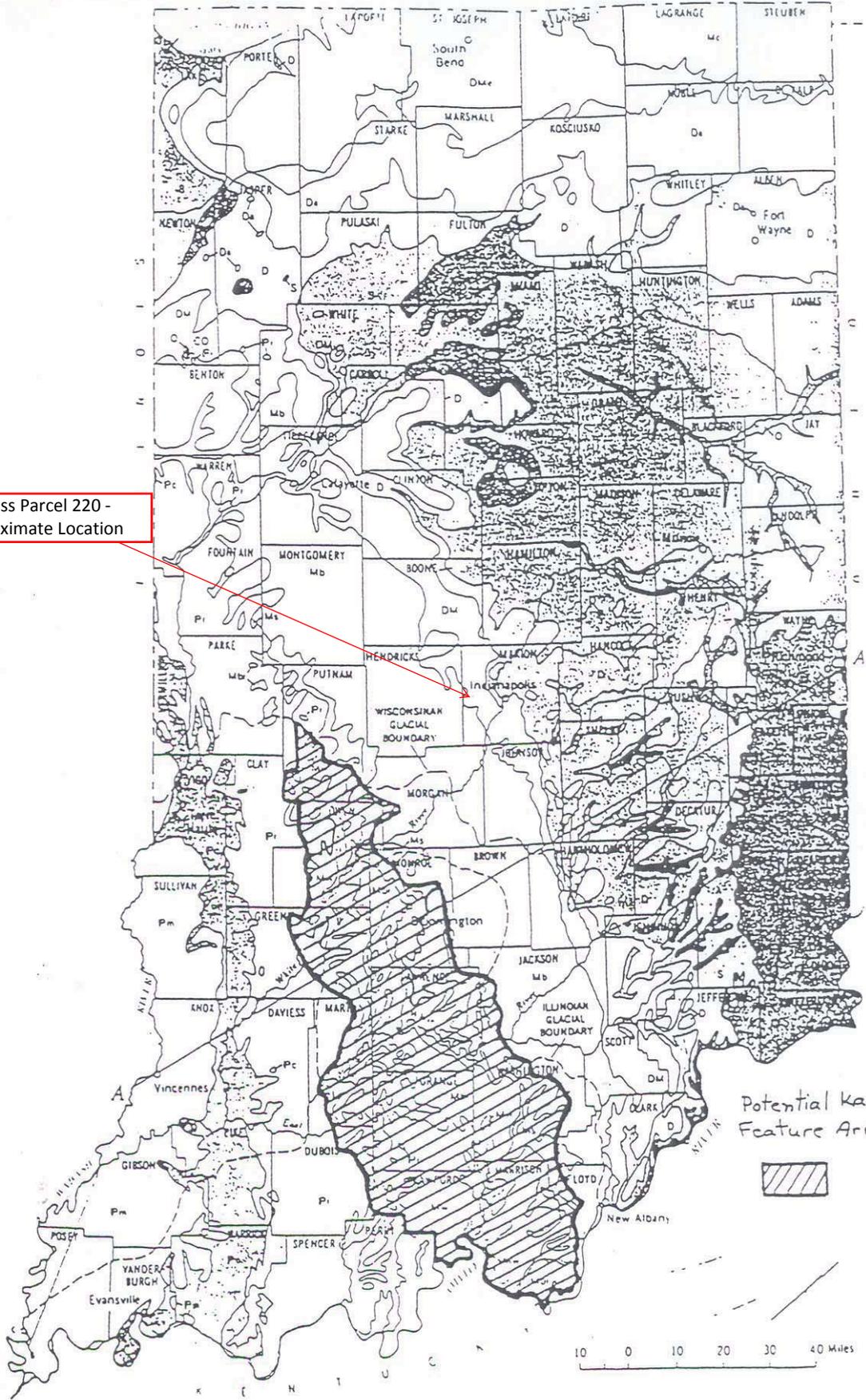
# Sole Source Aquifer Map



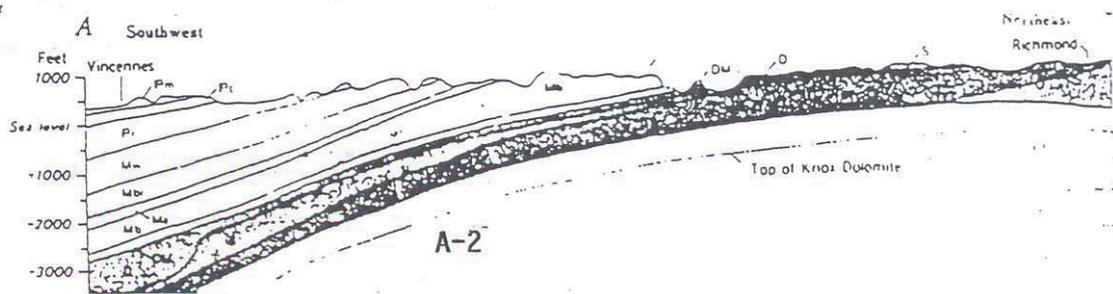
EXPLANATION

-  Pm  
McLeansboro Group  
Shale sandstone limestone thin coals
-  Carbondale Group  
Shale sandstone limestone thick coals
-  P1  
Raccoon Creek Group  
Sandstone shale clay limestone thin coals
-  West Baden and Stephensport Groups and upper Chesterian rocks  
Shale sandstone limestone
-  Blue River Group  
Limestone dolomite
-  Sanders Group  
Limestone
-  Mb  
Borden Group and Rockford Limestone  
Shale siltstone limestone
-  Mc  
Coldwater Shale  
Gray shale
-  Dwe  
Ellsworth and Sunbury Shales  
Gray green and black shales
-  Du  
New Albany Shale  
Black shale
-  Da  
Antrim Shale  
Black shale
-  D  
Middle Devonian rocks  
Limestone dolomite
-  Salina Formation  
Limestone dolomite
-  Lower and middle Silurian rocks  
Limestone dolomite siltstone shale
-  Upper Ordovician rocks  
Shale limestone
-  Uppermost Cambrian and lower and middle Ordovician rocks  
Dolomite limestone sandstone
-  C  
Upper Cambrian rocks  
Sandstone shale dolomite  
Shown on cross section only
-  oC  
Granite basaltic and metasedimentary rocks  
Shown on cross section only

Excess Parcel 220 -  
Approximate Location



Potential Karst  
Feature Area

## **Appendix B**

### **Site Photographs**



1. Facing north from the southwest corner of Parcel 220.



2. Facing east from the southwest corner of Parcel 220.



3. Facing northeast from the southwest corner of Parcel 220.



4. Facing south from the northwest corner of Parcel 220.



5. Facing east from the northwest corner of Parcel 220.



6. Facing southeast from the northwest corner of Parcel 220.



7. Facing west from the northeast corner of Parcel 220.



8. Facing south from the northeast corner of Parcel 220.



9. Facing southwest from the northeast corner of Parcel 220.

## **Appendix C**

### **Parcel 220 Plat Map and Legal Description**



# INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

Greenfield District  
32 S. Broadway St.  
Greenfield, IN 46140

PHONE: (317) 462-7751  
FAX: (317) 462-7031

Mitchell E. Daniels, Jr., Governor  
Michael B. Cline, Commissioner

December 9, 2010

To: Brandye Hendrickson  
Greenfield District Deputy Commissioner

Thru: Ron Raney, Manager  
Greenfield District Real Estate Office

From: Michael J. Rogers *[Signature]*  
Greenfield District Real Estate Office

SUBJECT: Request to sell Excess land / Excess right of way

Project: ST-F-86(13)  
Code: 1023  
Parcel(s): 220  
Road: USR 36 (Rockville Road)  
County: Marion

We have received a request to buy land the department acquired as right of way.

The district deputy commissioner must decide if the sale of the excess right of way at the referenced location is property the department wants to sell before the Central Office of Property Management can move forward to dispose of the property. Attached please find a right of way plan sheet for the requested referenced property.

At a minimum please address the below concerns:

- NO Are there bridge or pipe structures located in the excess R/W INDOT needs to maintain?
- NO Are there slopes within the excess R/W that INDOT needs to maintain?
- NO Are there other INDOT improvements, sod, concrete, paved ditches etc, within the excess R/W that INDOT needs to maintain?

If there are no maintenance concerns within the requested area, if the district deputy commissioner wishes to declare the property as excess and if the property is not needed now or expected to be needed in the future, please approve this request by signing on the appropriate line.

If the property is needed now or expected to be needed in the future, please deny this request by signing on the appropriate line.

Please return the attached documents.

APPROVED: *[Signature: Ron Raney]* DATE: 12-10-10  
DISTRICT REAL ESTATE MANAGER

APPROVED: *[Signature: Brandye Hendrickson]* DATE: 12-10-10  
DISTRICT DEPUTY COMMISSIONER

DENIED: \_\_\_\_\_ DATE: \_\_\_\_\_  
DISTRICT DEPUTY COMMISSIONER

REASON DENIED: \_\_\_\_\_

# CODE 1023 PARCEL 220 – EXCESS LAND

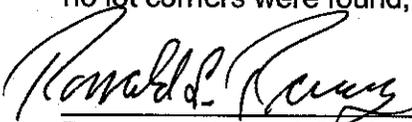
## LEGAL DESCRIPTION

Code 1023  
Parcel 220 – Excess Land  
Marion County Indiana  
USR 36

Lot 326 in Waynecroft Extension, an addition to the City of Indianapolis, the plat of which is recorded in Plat Book 24, Page 352, in the Office of the Recorder of Marion County, Indiana, **EXCEPT** the following part of said Lot 326; Beginning at the northeast corner of said lot; thence South 32.60 feet along the East line of said lot; thence West parallel with the North line of said lot 32.90 feet; thence southwesterly 22.68 feet to the West line of said lot; thence North 47.50 feet along the West line of said lot to the northwest corner of said lot; thence East 50.00 feet along the North line of said lot to the point of beginning and containing 1,757 square feet, more or less.

And containing after said exception 3,993 square feet, more or less.

This legal description was prepared by Ronald L. Raney a Registered Land Surveyor in the State of Indiana for the Indiana Department of Transportation (INDOT). The legal description was prepared from existing INDOT records, no field survey was done and no lot corners were found, set or re-established.



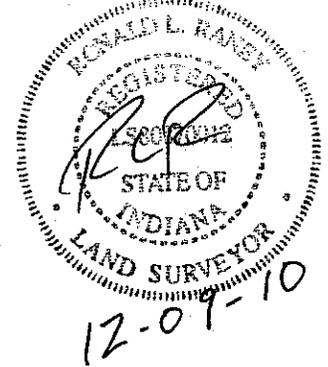
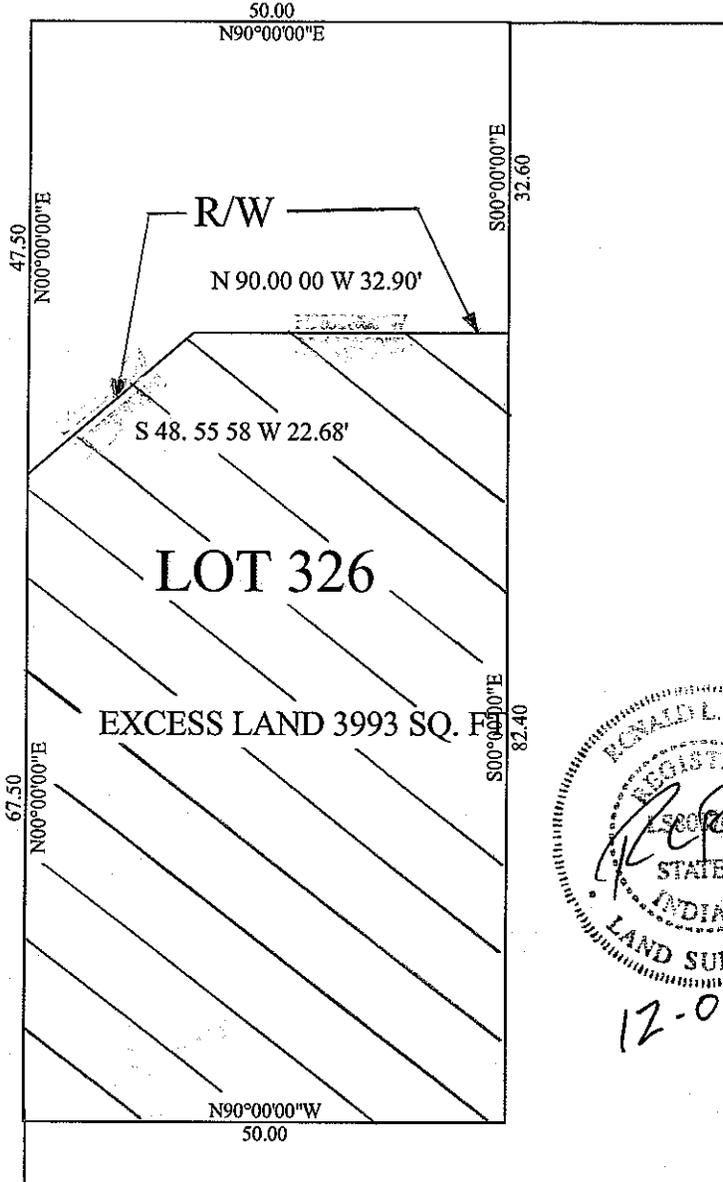
Ronald L. Raney LS80870012-Date December 09, 2010



# USR 36 (ROCKVILLE RD.)

N  
SCALE: 1" = 20'

WAYNECROFT AVE.



Title: CODE 1023 - PARCEL 220 EXCESS LAND

Date:

Scale: 1 inch = 20 feet

File: Untitled

Tract 1: 0.040 Acres: 1757 Sq Feet: 163.3 Sq Meters: No significant closure error. : Perimeter = 186 feet

Tract 2: 0.092 Acres: 3993 Sq Feet: 370.9 Sq Meters: No significant closure error. : Perimeter = 255 feet

001=S00.0000E 32.60  
 002=N90.0000W 32.90  
 003=S48.5558W 22.68  
 004=N00.0000E 47.50

005=N90.0000E 50.00  
 006=@2  
 007=S00.0000E 82.40  
 008=N90.0000W 50.00

009=N00.0000E 67.50  
 010=N48.5558E 22.68  
 011=N90.0000E 32.90



N

Code 1023 Parcel 220 Marion County

EXCESS  
LAND  
46214 LOT  
326

7065 Rockville Rd, Indianapolis, IN 46214

Marwood St

Waynecrest St

© 2010 Google

Image IndianaMap Framework Data

Imagery Date: Feb 28, 2005

39°45'50.03" N 86°17'11.11" W elev. 785 ft

Eye alt 1369 ft

Google

©2005

0

# WARRANTY DEED

Project ST-F-06(13)  
Code 1023  
Parcel 220

This Indenture Witnesseth, That STANLEY J. PHILLIPS AND KATHERINE F. PHILLIPS, (Adults husband and wife)

of MARION County, in the State of INDIANA Convey and Warrant to

the STATE OF INDIANA for and in consideration of TEN THOUSAND FIVE HUNDRED AND (NO) 100/100 (\$10,500.00) DOLLARS

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

LOT 326 IN WAYNECROFT EXTENSION, AN ADDITION TO THE CITY OF INDIANAPOLIS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 24, PAGE 352, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

SUBJECT TO AN AGREEMENT FOR CONSTRUCTION OF A SANITARY SEWER WITH THE CITY OF INDIANAPOLIS (15 YEAR LAW) WHICH PROVIDES AMONG OTHER THINGS THAT ALL WORK SHALL BE DONE AT THE OWNERS SOLE EXPENSE AND FOR RECOUPMENT BASED ON AREA OF PROPERTY ABUTTING THE ROUTE OF THIS SEWER AND ON PROPERTY NOT ABUTTING, BUT IN A POSITION TO UTILIZE THROUGH THE CONSTRUCTION OF CONTRIBUTING SEWERS, DATED JUNE 17, 1965, RECORDED JUNE 30, 1965 AS INSTRUMENT #165-20775.

ALSO SUBJECT TO A 4-FOOT UTILITY STRIP.

RECEIVED FOR RECORD

AUG 7 9 56 AM '74

FAYE I. MOWERY  
RECORDER  
OF MARION CO.

MAR 17 1974  
COUNTY RECORDER

Paid by Warrant No. 2052656

Dated 5-16 1974

Land and improvements \$10,500.00 Damages \$ — 0 — : Total consideration \$10,500.00

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

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

In Witness Whereof, the said GRANTORS

have hereunto set their hands and seal, this 19<sup>th</sup> day of April 1974

Stanley J. Phillips (Seal) (Seal)  
STANLEY J. PHILLIPS (Seal) (Seal)  
 (Adult Male) (husband) (Seal) (Seal)

Katherine F. Phillips (Seal) (Seal)  
KATHERINE F. PHILLIPS (Seal) (Seal)  
 (Adult Female) (wife) (Seal) (Seal)

KIP 2-13-74

APR 26 1974

This Instrument Prepared by

John W. Brown

STATE OF INDIANA, \_\_\_\_\_ County, ss:  
 Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_  
 day of \_\_\_\_\_, A. D. 19\_\_\_\_, personally appeared the within named \_\_\_\_\_  
 \_\_\_\_\_ Grantor, \_\_\_\_\_ in the above conveyance, and acknowl-  
 edged the same to be \_\_\_\_\_ voluntary act and deed, for the uses and purposes herein mentioned.  
 I have hereunto subscribed my name and affixed my official seal.  
 My Commission expires \_\_\_\_\_ Notary Public

STATE OF INDIANA, \_\_\_\_\_ County, ss:  
 Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_  
 day of \_\_\_\_\_, A. D. 19\_\_\_\_, personally appeared the within named \_\_\_\_\_  
 \_\_\_\_\_ Grantor, \_\_\_\_\_ in the above conveyance, and acknowl-  
 edged the same to be \_\_\_\_\_ voluntary act and deed, for the uses and purposes herein mentioned.  
 I have hereunto subscribed my name and affixed my official seal.  
 My Commission expires \_\_\_\_\_ Notary Public

STATE OF INDIANA, MARION County, ss:  
 Before me, the undersigned, a Notary Public in and for said County and State, this 19 74  
 day of April, A. D. 1974, personally appeared the within named Philip and Katherine F. Phillips (adults husband and wife)  
 \_\_\_\_\_ Grantor, \_\_\_\_\_ in the above conveyance, and acknowl-  
 edged the same to be their voluntary act and deed, for the uses and purposes herein mentioned.  
 I have hereunto subscribed my name and affixed my official seal.  
 My Commission expires July 26, 1977 Wayne N. Gartin Notary Public

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

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
 \_\_\_\_\_(Seal) \_\_\_\_\_(Seal)

State of \_\_\_\_\_ } ss:  
 County of \_\_\_\_\_ }  
 Personally appeared before me \_\_\_\_\_  
 \_\_\_\_\_ above named and duly acknowledged the execution of the above release  
 this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
 Witness my hand and official seal.  
 My Commission expires \_\_\_\_\_ Notary Public

**WARRANTY DEED**

FROM \_\_\_\_\_

TO \_\_\_\_\_

STATE OF INDIANA

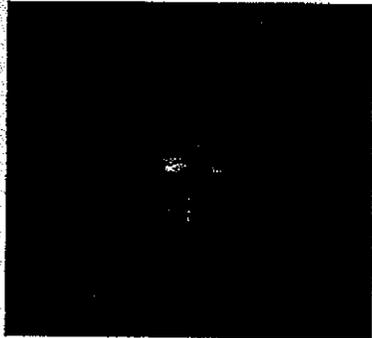
Received for record this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and \_\_\_\_\_ page \_\_\_\_\_

Recorded in Book No. \_\_\_\_\_ of \_\_\_\_\_ County

Endorsed NOT TAXABLE this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

**ENVELOPE**

Division of Land Acquisition  
 Indiana State Highway Commission



Rosemary Church  
Broker Associate  
1620 E. Main St.  
Plainfield, IN 46168  
rosemarychurch@remax.net  
VM: (317) 290-4642  
Office: (317) 839-4330  
Fax: (317) 839-4940  
Toll Free: 888-38REMAX  
www.rosemary.remax-indiana.com

### Fax Cover Sheet

Attention:	J Hinrichs@INDOT. IN. GOV
Pages (including cover):	
Fax Number:	TEL. 232-5026
Regarding:	7065 ROCKVILLE ROAD, INDIANAPOLIS, IN 46214  ELIZABETH A. CHURCH OWN PROPERTY AT 7061 ROCKVILLE ROAD AND WOULD LIKE TO PURCHASE THE STATE'S UNUSED LAND.  ATTACHED IS: MARION COUNTY TAX REPORT AND ARIAL VIEW OF 7065 ROCKVILLE.  THANK YOU

**CONFIDENTIAL AGREEMENT:** The information contained in this facsimile is privileged and confidential information intended for the use of the individual(s) to whom it is addressed. Any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this fax in error, please notify us by phone immediately. If this fax does not completely transmit, please contact (317) 839-4330.



# Address  
1 7061 ROCKVILLE RD

STATE OWNS  
7065 ROCKVILLE

# MARION COUNTY TAX REPORT

<NOBR>T9001253

<NOBR>Tax Code/I 900 /WAYNE OUTSIDE

StateID#: 491211132087000900

## Property Information

Property Address	7065 ROCKVILLE RD INDIANAPOLIS 46214		
Township	WAYNE	Parcel Num	9001253
Year Built		Acreage	0.00
Land Type (1) / Code		Parcel Frontage 1 / Frontage 2	
Land Type (2) / Code		Parcel Depth 1 / Depth 2	
Property Use / Code	EXEMPT STATE OF IN-610 / 610		
		Lot Size	

## Owner/Taxpayer Information

Owner	INDIANA STATE OF
Owner Address	0 INDIANAPOLIS IN 46204
Tax Mailing Address	INDIANAPOLIS IN 46204

## Market Values / Taxes

Assessed Value Land:	\$0	Gross Assessed Value:	\$0.00
Assd Val Improvements:	\$0	Total Deductions:	\$0.00
Total Assessed Value:	\$0	Net Assessed Value:	\$0.00
Net Sale Price:	\$0	Semi-Annual Storm & Solid Waste	
Last Record Change:	03/01/1979	<NOBR>Semi-Annual Stormwater:</N	
Assessment Date:		Semi-Annual Tax Amount:	\$0.00
Tax Year Due & Payab	2009	Fips Code:	18097

## Exemptions

Homestead	\$0.00	Old Age	\$0.00
Veteran Total Disability	\$0.00	Mortgage	\$0.00

## Detailed Dwelling Characteristics

Living Area	0	Garage 1 Area	0
Level 1 Area	0	Garage 1 Desc.	
Level 2 Area	0	Garage 2 Area	0
Level 3 Area	0	Garage 2 Desc.	
Level 4 Area	0	Garage 3 Area	0
Half Story Finished Area	0	Garage 3 Desc.	
Loft Area	0	Intgrl. Garage Area	0
Rec Room Area	0	Intgrl. Garage Desc.	
Enclosed Porch Area	0	Crawl Space Area	0
Attic Area	0	Basement Area	0
Finished Attic Area	0	Finished Bsmt. Area	0
Unfinished Attic Area	0	Unfinished Bsmt. Area	0

## Legal Description

Legal Description WAYNECROFT EXTENSION L326

Data Import Date 02/19/2010

Information is Believed To Be Accurate But Not Guaranteed

MIBOR

Report Date: Wednesday, March 10, 2010 03:12 PM

## **Appendix D**

### **Cultural Resources**

**From:** [Kennedy, Mary](#)  
**To:** [Hassan, Shahid](#)  
**Cc:** [Miller, Shaun \(INDOT\)](#); [Lawson, Aaron C.](#); [Peterson, Staffan \(INDOT\)](#)  
**Subject:** RE: excess parcel 220 (LA Code 1023) on US 36, Indianapolis, Marion County  
**Date:** Thursday, March 10, 2011 11:11:36 AM  
**Attachments:** [parcel 220 \(LA Code 1023\) above-ground review.pdf](#)

---

Shahid:

The Section 106 process for the US 36 ATL project was never completed. So, I do not have a finding to reference that is similar to the archaeology report Shaun referenced. Therefore, I have prepared the attached document which you can include in the CE to show that no above-ground concerns exist.

Please let me know if you have any questions.

Thanks,

*Mary E. Kennedy*  
*Indiana Department of Transportation*  
*(317) 232-5215*  
*mkennedy@indot.in.gov*

---

**From:** Miller, Shaun (INDOT)  
**Sent:** Wednesday, March 09, 2011 2:33 PM  
**To:** Hassan, Shahid  
**Cc:** Lawson, Aaron C.; Lawrence, Ben  
**Subject:** excess parcel 220 (LA Code 1023) on US 36, Indianapolis, Marion County

Shahid,

An archaeological reconnaissance was conducted for US 36 Added Travel Lanes from SR 267 to I-465, Hendricks and Marion Counties (Des No. 0101115). This survey examined 115 feet of r/w either side of US 36 (Rockville Road). This would have included all of excess parcel 220 (see attached). No archaeological sites were found in this parcel and no further archaeological work was recommended. SHPO concurred with this assessment on June 6, 2005 (see attached). Because the parcel was previously examined for archaeological resources and cleared by SHPO, no additional archaeological work is required. Please let me know if you have any questions.

Thank you,

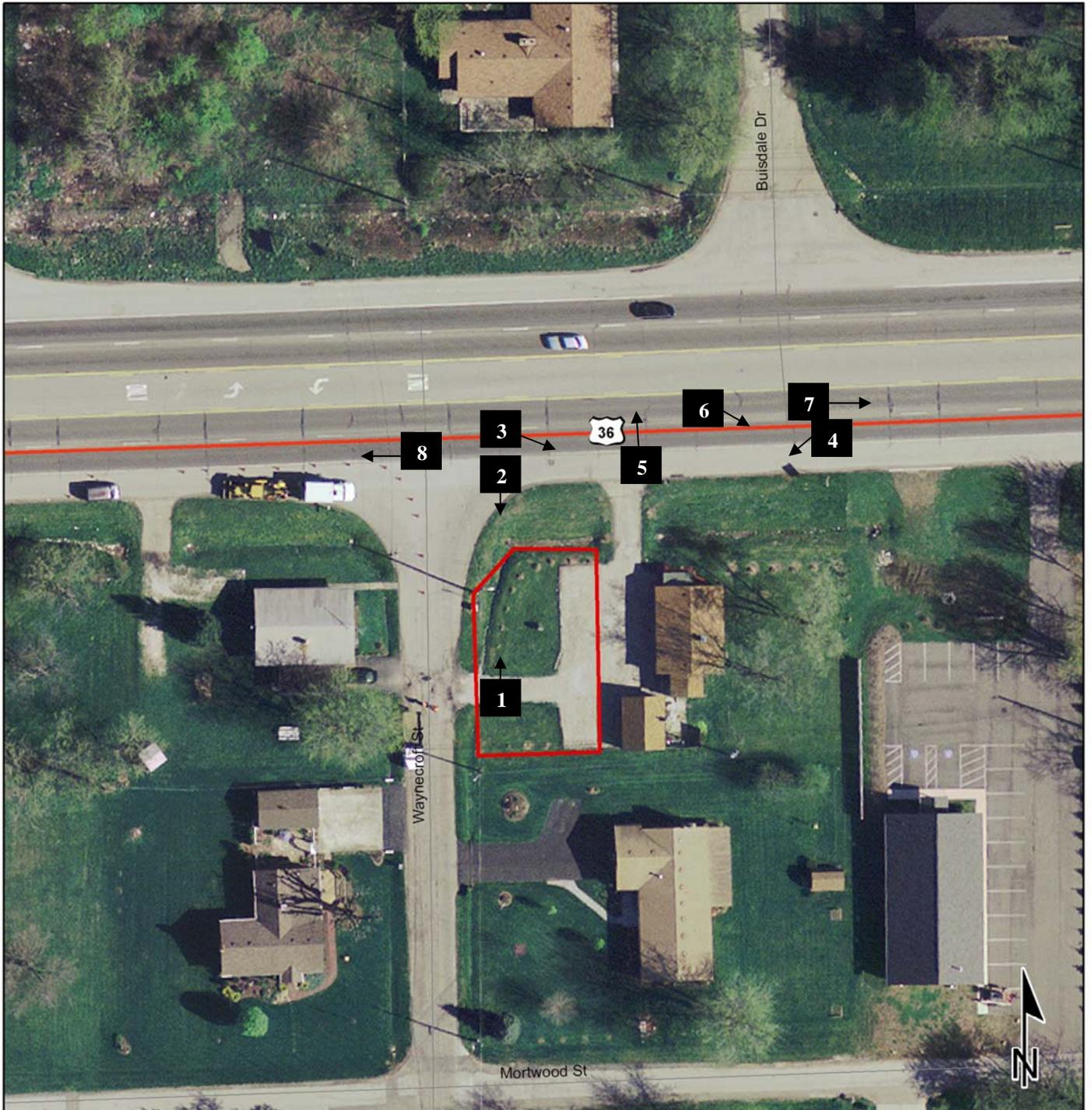
Shaun Miller  
INDOT, Cultural Resources Office  
Archaeological Team Leader  
(317)233-6795  
smiller@indot.in.gov

***Above-ground resources review for Excess Parcel 220 (LA Code 1023) on US 36, Indianapolis, Marion County***

With regard to above-ground resources, as can be seen from the attached graphics, no buildings are located on this parcel. Nonetheless, the State and National Register of Historic Places lists for Marion County were checked by an INDOT- Cultural Resources Section (CRS) historian who meets the Secretary of the Interior's Professional Qualification Standards per 36 CFR Part 61. No properties on these lists are located near the parcel. Additionally, the *Wayne Township, Marion County Interim Report* of the Indiana Historic Sites and Structures Inventory was referenced (Maps 16 & 19). No properties are recorded near on or directly adjacent to this parcel. The nearest recorded property is an American Foursquare House at 7101 W. Rockville Rd. (near Furman Ave), which is over 600 feet from this parcel.

The area immediately surrounding this parcel is residential in nature with house construction dates varying from circa 1925 onward. Earlier houses are several blocks to the east of this parcel. Those houses immediately surrounding this parcel are circa 1950 – 1970, with many houses having alterations. The residence on the parcel adjoining this one to the east has been converted to a beauty salon. No potential for a mid-20<sup>th</sup> century historic district appears to exist immediately surrounding this parcel due to the altered houses and intrusions, such as the modern church building a few parcels to the east. The residential neighborhoods end just to the west of this parcel, around the Girls School Road intersection, where modern commercial development is located in all four quadrants. INDOT-CRS does not think that the disposal of this parcel is an activity that has the potential to cause effects on any above-ground resources eligible for or listed in the National Register. No further investigations or review are warranted.

Excess Parcel, LA\_1023\_220  
 7065 Rockville Road  
 Indianapolis, IN 46214  
 Marion County



This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

Sources: **Non Orthophotography**  
**Data** - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
**Map Projection:** UTM Zone 16 N **Map Datum:** NAD83

Scale 1:687 Miles  
 0.000 0.0035 0 0.007

	Section Town and Range		Interstate
	County Boundary		State Route
	Local Road		US Route

1

Photo Location



Photo 1: Looking north across parcel



Photo 2: Looking south across parcel



Photo 3: Looking southeast at beauty salon on adjacent parcel



Photo 4: Looking southwest at beauty salon on adjacent parcel



Photo 5: Looking north across Rockville Road from parcel



Photo 6: Looking south at nearby church



Photo 7: Looking east on south side of Rockville Road



Photo 8: Looking west toward Girls School Road

Brewersburg & Clearmont Quads,

20051193

**Archaeological Field Reconnaissance  
Project STP-076-3 (), Des. No. 0101115  
Added Travel Lanes on US 36 From SR 267 to I-465  
Hendricks and Marion Counties, Indiana**

*Prepared for:*

Beam, Longest and Neff, LLC  
8126 Castleton Road  
Indianapolis, Indiana 46250

*Prepared by:*

Brad King

Mitchell Zoll

*Principal Investigator*

May 3, 2005

05FR38

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Archaeological Resources Management Service

Ball State University, Muncie, IN 47306-0435

Phone: 765-285-5328 Fax: 765-285-2163

Web Address: <http://www.bsui.edu/csh/anthro/ARMSpage.htm>

E-Mail Address: [ARMS@bsui.edu](mailto:ARMS@bsui.edu)



Figure 12

N

1" = 250'

Excess Parcel 220



June 6, 2005

Rebecca Cross  
Beam, Longest and Neff, LLC  
8126 Castleton Road  
Indianapolis, IN 46250

Federal Agency: Federal Highway Administration (“FHWA”)

Re: Additional project information and archaeological field reconnaissance report (Zoll/King, 5/3/05) regarding the addition of travel lanes to US 36 between SR 267 and the west leg of I-465 (STP-076-3 [ ], Designation #0101115)

Dear Ms. Cross:

Pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) and 36 C.F.R. Part 800, the staff of the Indiana State Historic Preservation Officer (“Indiana SHPO”) has conducted an analysis of the materials dated May 5 and May 10, 2005, and received on May 9 and May 12, 2005, for the above indicated project in Marion and Hendricks counties, Indiana.

Thank you for providing an archaeological field reconnaissance for the above indicated project. We concur with the conclusions and recommendations of the archaeological survey. As such, no further archaeological investigation appears to be warranted.

In terms of buildings and structures, we will comment further once a detailed site plan, drawn to scale, showing the footprint or face of the Faucett House in relation to the existing and proposed conditions (e.g., roadway, right-of-way, driveways, etc.) has been provided.

Be advised that if any archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In the event that artifacts or features are discovered during the implementation of the Federally assisted project, activity, or program and a plan has not been developed, it is the Federal agency’s responsibility to make reasonable efforts to avoid, minimize or mitigate adverse effects in accordance with 36 C.F.R. § 800.13.

As a reminder, North Lawn Cemetery appears to be located fairly close to the project area. Please be advised that IC 14-21-1-26.5 states that any person intending to disturb the ground within 100 feet of a burial ground or cemetery for the purpose of erecting, altering, or repairing a structure must submit a development plan to the Department of Natural Resources. The development plan should be submitted for approval prior to the start of activities in that area. The plan should contain such information as size of cemetery and number of interments, closest point of cemetery to development, and a detailed description of what should be done if human remains were accidentally uncovered (see enclosed information).

*A copy of the revised 36 C.F.R. Part 800 that went into effect on August 5, 2004, may be found on the Internet at [www.achp.gov](http://www.achp.gov) for your reference. If you have questions about our comments, please call our office at (317) 232-1646. Questions about archaeological issues should be directed to Christopher Koeppele or Dr. Rick Jones. Questions about historic buildings or structures pertaining to this project should be directed to Karie A. Brudis.*

Very truly yours,

A handwritten signature in black ink, appearing to read "Jon C. Smith", with a long horizontal flourish extending to the right.

Jon C. Smith  
Deputy State Historic Preservation Officer

JCS:CDK:KAB:kab

cc: Robert F. Tally, Division Administrator, Federal Highway Administration  
emc: Mark Dollase, Central Regional Office, Historic Landmarks Foundation of Indiana

## **Appendix E**

### **Hazardous Materials**

## HAZARDOUS MATERIALS SITE VISIT FORM

Des # LA Code 1023 Project # N/A  
 Road # US 36 Type of Road Project Sale of excess R/W  
 Description of area (either general location or exact location of parcel) Parcel 220, located along the south side of US 36 at RP 67+54  
 Person completing this Field Check Aaron Lawson 7-21-11

1. **Has a Red Flag Investigation been completed?**       Yes    No

Notes: *Phase I might be required, Speedway gas station located west of the parcel (2 blocks). Consultation with INDOT ES Hazmat needed.*

2. **Right-of-Way Requirements:**  
 No New ROW    Strip ROW    Minor Take    Whole Parcel Take    Information Not Available

Notes: *Sale of excess INDOT R/W, 0.92 acre*

3. **Land Use History and Development:** (Industrial, Light Industry, Commercial, Agricultural, Residential, Other – also, indicate source of data: visual inspection, aerial photos, U.S.G.S. topo maps, etc.)

Setting (rural or urban): *Urban*      Source: *visual inspection, RFI, & aerial photos*

Current Land Uses: *Vacant lot, no buildings/structures*

Previous Land Uses: *Residential property*

Adjacent Land Uses: *Commercial and residential*

Describe any structures on the property: *None*

4. <b>Visual Inspection:</b>	Property	Adjoining Property	Property	Adjoining Property
<b>Storage Structures:</b>			<b>Evidence of Contamination:</b>	
Underground Tanks	_NO_	_NO_	Junkyard	_NO_
Surface Tanks	_NO_	_NO_	Auto Graveyard	_NO_
Transformers	_NO_	_NO_	Surface Staining	_NO_
Sumps	_NO_	_NO_	Oil Sheen	_NO_
Ponds/Lagoons	_NO_	_NO_	Odors	_NO_
Drums	_NO_	_NO_	Vegetation Damage	_NO_
Basins	_NO_	_NO_	Dumps	_NO_
Landfills	_NO_	_NO_	Fill Dirt Evidence	_NO_
Other	_NO_	_NO_	Vent pipes or fill pipes	_NO_
			Other	_NO_

5. **Is a Phase I, Initial Site Assessment required?**    Yes       No  
 Will be coordinating with INDOT Hazmat Unit whether Phase I is needed.



# INDIANA DEPARTMENT OF TRANSPORTATION

*Driving Indiana's Economic Growth*

100 North Senate Avenue  
Room N642  
Indianapolis, Indiana 46204-2216 (317) 232-5348 FAX: (317) 233-4929

**Mitchell E. Daniels, Jr., Governor**  
**Michael B. Cline, Commissioner**

Date: August 31, 2012

To: Hazardous Materials Unit  
Environmental Services  
Indiana Department of Transportation  
100 N Senate Avenue, Room N642  
Indianapolis, IN 46204

From: Aaron Lawson  
INDOT Greenfield District  
32 South Broadway St.  
Greenfield, IN. 46140  
alawson@indot.IN.gov

Re: Red Flag Investigation  
LA Code 1023  
Sale of Excess R/W (Parcel 220), approximately 1.06 miles west of I-465  
US 36  
Indianapolis Marion County, Indiana

## **NARRATIVE**

This proposal (action) involves the disposal (sale) of excess INDOT right-of-way (R/W) from one parcel along US 36 in western Marion County. Parcel 220 is located along the south side of US 36 at reference post (RP) 67+54, approximately 1.06 mile west of I-465. Specifically, Parcel 220 is located in Section 11, Township 15 North, Range 2 East of the U.S. Geological Survey (USGS) 7.5' Clermont, Indiana Topographic Quadrangle in Marion County.

INDOT intends to sell 0.092 acre of excess INDOT R/W from Parcel 220. This parcel was acquired by INDOT in 1974 as part of a US 36 road widening project. INDOT determined that this surplus R/W will not be needed within the near future and has thus decided to sell the excess R/W to a prospective buyer.

Parcel 220 is currently a vacant lot comprised of mowed grass and a gravel lot, which is currently being used a parking area for the adjacent business to the east. A residential structure once stood on this parcel; however, the structure was demolished as part of the US 36 road widening project. See Appendix A for maps depicting the site and Appendix B for site photographs.

This action will not involve excavation, construction, or demolition activities of any kind. Therefore, impacts to the surrounding environment will not occur.

**SUMMARY**

<b>Infrastructure</b>			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Other road projects	N/A	Airports	N/A
Cemeteries	N/A	Hospitals	N/A
Railroads	1	Recreational Facilities	N/A
Religious Facilities	2	Schools	N/A
Trails	N/A	Pipelines	1
Managed Lands	N/A		

Explanation: The Marantha Church and the Chapelwood Southern Baptist Church are both located within the ½ radius investigation area. However, both churches are located more than ¼ mile from excess Parcel 220; therefore, neither of these churches will impact the sale of excess Parcel 220.

One natural gas pipeline (Citizens Gas) is located within the ½ mile radius investigation area. The pipeline is located less than 100 feet south of the excess parcel. However, the presence of this pipeline will not impact the sale of excess Parcel 220 since there will be no construction, excavation, or demolition activities of any kind.

One railroad (CSX) is located within the ½ mile radius investigation area. However, this railroad is located approximately ¼ mile south of excess Parcel 220, and thus will not impact the sale of the parcel due to its distance.

<b>Water Resources</b>			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Canal Routes – Historic	N/A	Canal Structures – Historic	N/A
NWI Wetland Lines	N/A	Floodplain-DFIRM	1
NWI Wetland Polygons	N/A	NWI Wetland Points	N/A
Rivers & Streams	1	Lakes	N/A
IDEM 303d Listed Rivers and Streams	N/A	IDEM 303d Listed Lakes	N/A
Cave Entrance Density	N/A	Sinkhole Areas	N/A
Karst Springs	N/A	Sinking-Stream Basins	N/A

Explanation: Julia Creek and its floodplain are located within the ½ mile radius investigation area. However, both the creek and the floodplain are located more than ¼ mile southwest of excess Parcel 220, and thus will not impact the sale of the parcel due to their distance.

<b>Mining/Mineral Exploration</b>			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Petroleum Wells	1	Petroleum Fields	N/A

Mines – Surface	N/A	Mines – Underground	N/A
-----------------	-----	---------------------	-----

Explanation: One petroleum well (Citizens Gas) is located within the ½ mile radius investigation area. However, this petroleum well is located approximately 1/8 mile west of excess Parcel 220, and thus will not impact the sale of the parcel due to its distance.

**Ecological Information**

From the county listing of the Indiana Natural Heritage Data Center for Marion County, information on endangered, threatened, or rare (ETR) species and high quality natural communities:

- There are 11 aquatic species, 2 terrestrial species (1 vertebrate and 1 invertebrate), 10 avian species, and 5 vascular plants from the state list
- There are 3 aquatic species, 1 terrestrial species (vertebrate), 1 avian species, and 1 vascular plant from the federal list
- There are no state and or federal habitats listed

None of the endangered or threatened species or high quality natural communities listed in Marion County are present on the parcel or within the ½ mile radius investigation area. Coordination with the Indiana Department of Natural Resources and the U.S. Fish and Wildlife Service will not be completed. This action will not involve excavation, construction, or demolition activities of any kind. Therefore, impacts to endangered, threatened, or rare species will not occur.

**Cultural Resources**

An Archaeological Field Reconnaissance survey was completed for the US 36 added travel lanes project (Des 0101115) on May 3, 2005. The survey examined 115 feet of R/W along either side of US 36 (Rockville Road). This survey included all of excess Parcel 220. No archaeological sites were found in this parcel and further archaeological work was not recommended. The Indiana State Historic Preservation Officer (SHPO) concurred with this assessment in a letter dated June 6, 2005. Since this parcel was previously examined for archaeological resources and the SHPO concurred with the findings of the survey, no additional archaeological work is required.

In regards to above-ground resources, a review of the area surrounding Parcel 220 was completed by the INDOT Cultural Resources Office (CRO) on March 10, 2011. The State and National Register of Historic Places lists for Marion County were checked by an INDOT CRO historian who meets the Secretary of the Interior’s Professional Qualification Standards per 36 CFR Part 61. No historic properties on these lists are located near Parcel 220. Additionally, the *Wayne Township, Marion County Interim Report* of the Indiana Historic Sites and Structures Inventory was referenced. No properties are recorded near, on, or directly adjacent to Parcel 220. The nearest recorded property is an American Foursquare House at 7107 West Rockville Rd., which is more than 600 feet from Parcel 220. The INDOT CRO does not think that the disposal of excess Parcel 220 is an activity that has the potential to cause effects on any above-ground resources eligible for or listed in the National Register, thus no further investigations or reviews are warranted. Therefore, under IC 14-21 no certificate of approval is required to dispose of this excess parcel.

<b>Hazmat Concerns</b>			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Brownfield Sites	N/A	Corrective Action Sites (RCRA)	N/A
State Cleanup Sites	N/A	Superfund Sites	N/A
Voluntary Remediation Program	N/A	Institutional Control Sites	N/A
Manufactured Gas Plant Sites	N/A	Industrial Waste Sites	N/A

Underground Storage Tanks (USTs)	<b>3</b>	Leaking Underground Storage Tanks (LUSTs)	<b>2</b>
Confined Feeding Operations	<b>N/A</b>	Septage Waste Sites	<b>N/A</b>
Construction Demolition Waste	<b>N/A</b>	Infectious/Medical Waste Sites	<b>N/A</b>
Lagoon/Surface Impoundments	<b>N/A</b>	Open Dump Sites	<b>N/A</b>
Restricted Waste Sites	<b>N/A</b>	Solid Waste Landfills	<b>N/A</b>
Tire Waste Sites	<b>N/A</b>	Waste Transfer Stations	<b>N/A</b>
Waste Treatment, Storage, and Disposal Sites (TSDs)	<b>N/A</b>	NPDES Facilities	<b>N/A</b>
NPDES Pipe Locations	<b>1</b>		

Explanation: Two LUST sites and one National Pollutant Discharge Elimination System (NPDES) pipe are located within the ½ mile radius investigation area. Speedway # 6124 at 7169 Rockville Road is located 0.08 mile west of the subject parcel. This LUST site was issued a No Further Action (NFA) by IDEM on April 27, 2012. An ERC recorded on October 11, 2011, indicated that the contamination left in place was either within the property boundaries or less than twenty (20) feet off-site. The NPDES pipe located at this parcel is associated with a system installed to remediate petroleum contaminated groundwater. Neither of these issues should impact the sale of the subject parcel.

Amoco SS # 10102 at 7301 Rockville Road is located 0.15 mile west of the subject parcel. According to IDEM, a groundwater remediation system was operated on site from 1994 until 1998. Additional soil and petroleum contaminated water were removed from the site in May 2000. Even though low levels of petroleum contamination were left on-site, IDEM issued a NFA letter on August 15, 2001. No impact is expected from the sale of the subject parcel.

Three UST sites are located within the ½ mile radius investigation area. Two of the UST sites are located nearly ½ mile west of the excess parcel, and one is located more than 1/8 mile southeast of the parcel. The presence of these UST sites is not expected to impact the sale of excess Parcel 220 due to their distance.

## RECOMMENDATIONS

INFRASTRUCTURE: N/A

WATER RESOURCES: N/A

MINING/MINERAL EXPLORATION: N/A

ECOLOGICAL INFORMATION: N/A

CULTURAL RESOURCES: N/A

HAZMAT CONCERNS: N/A

Supervisory concurrence:

**Kenneth Gill** Digitally signed by Kenneth Gill  
DN: cn=Kenneth Gill, o=INDOT,  
ou=HazMat, Environmental Services,  
email=kgill@indot.in.gov, c=US  
Date: 2012.09.05 08:17:08 -04'00' \_\_\_\_\_ (Signature)

Prepared by:  
Aaron Lawson  
Environmental Manager II  
INDOT Greenfield District

**Graphics:**

A map for each report section with a ½ mile radius buffer around all project area(s) showing all items identified as possible items of concern is attached. If there is not a section map included, please change the YES to N/A:

GENERAL SITE MAP SHOWING PROJECT AREA: YES

INFRASTRUCTURE: YES

WATER RESOURCES: YES

MINING/MINERAL EXPLORATION: YES

HAZMAT CONCERNS: YES

Red Flag Investigation - General Site Map  
 US 36 at RP 67+54, 1.06 Miles West of I-465  
 LA Code 1023, Sale of Excess INDOT R/W - Parcel 220  
 Marion County, Indiana



0 0.005 0.01 0.02 0.03 Miles

1:688

**Sources:**

**Non Orthophotography**

**Data** - Obtained from the State of Indiana Geographical Information Office Library

**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))

**Map Projection:** UTM Zone 16 N **Map Datum:** NAD83

**This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.**

**Legend**

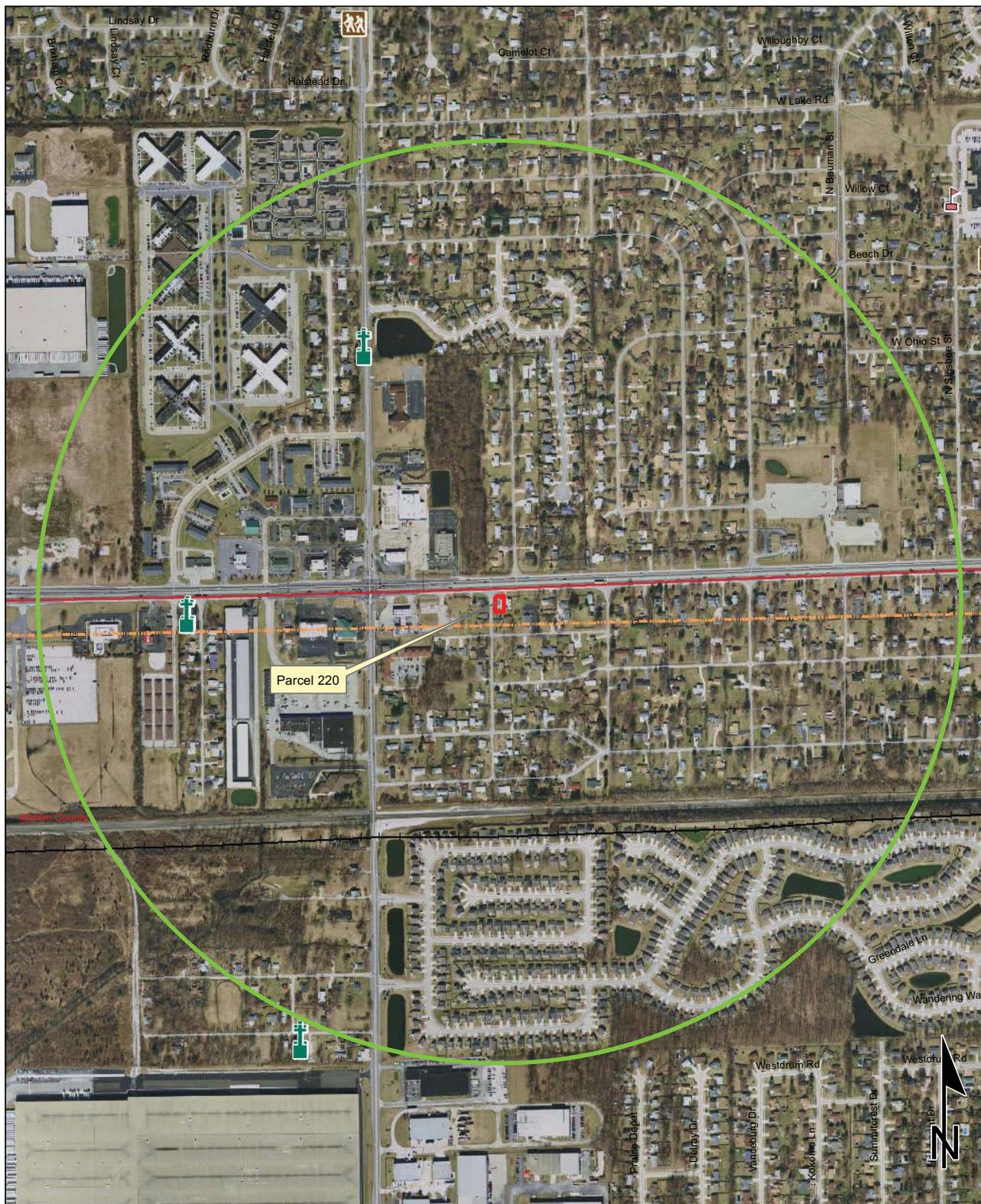
- Project Area
- Local Road
- State Routes**
- County Boundary
- Highways**
- Interstates
- State Routes
- US Routes

# Red Flag Investigation - Infrastructure Map

## US 36 at RP 67+54, 1.06 Miles West of I-465

### LA Code 1023, Sale of Excess INDOT R/W - Parcel 220

#### Marion County, Indiana



0 0.045 0.09 0.18 0.27 Miles

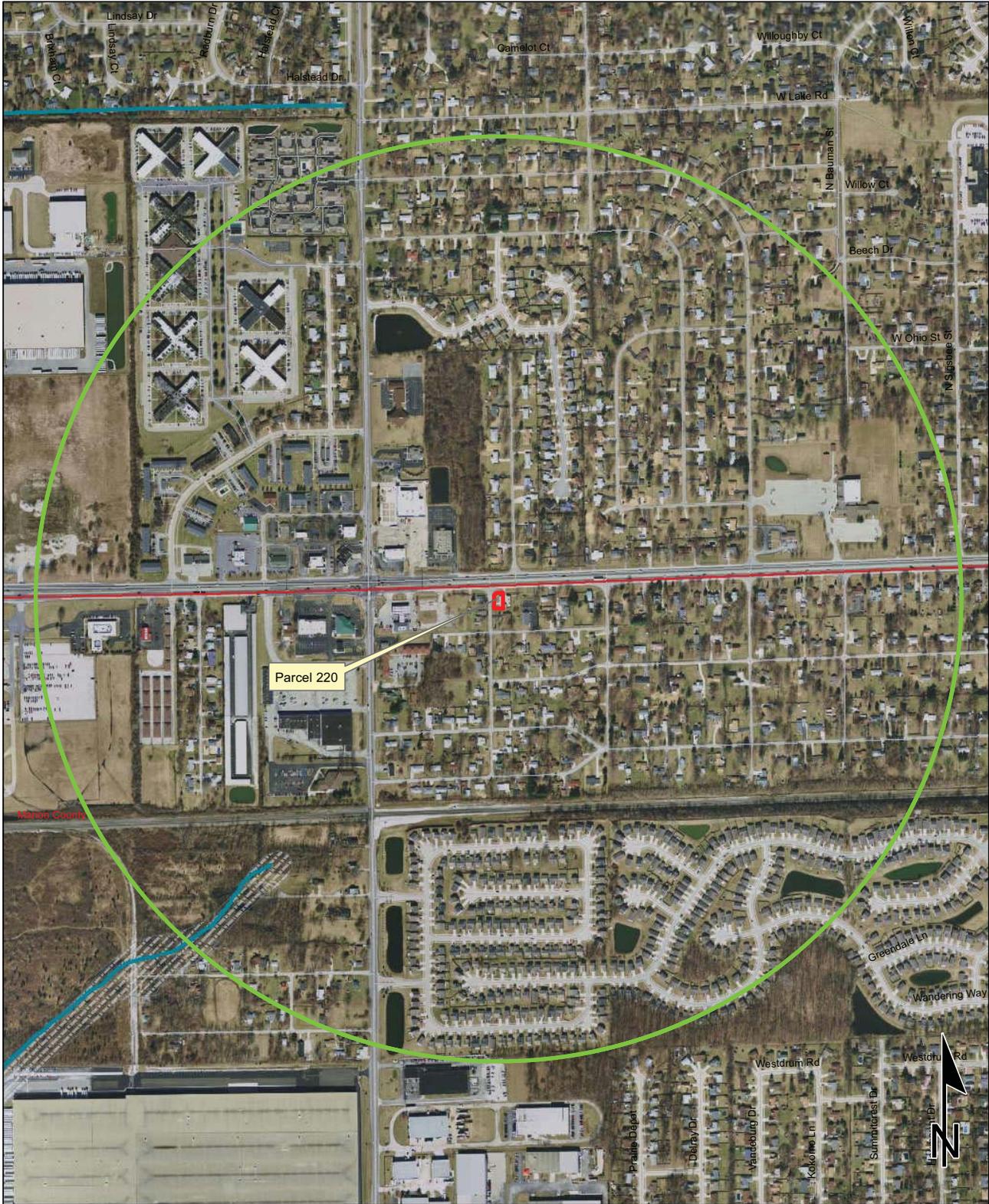
1:6,453

**Sources:**  
**Non Orthophotography**  
**Data** - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
**Map Projection:** UTM Zone 16 N **Map Datum:** NAD83

**This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.**

	Religious Facility		Recreation Facility		Project Area
	Airport		Pipeline		Half Mile Radius
	Cemeteries		Railroad		Interstate
	Hospital		Trails		State Route
	School		Managed Lands		US Route
			County Boundary		Local Road

Red Flag Investigation - Water Resources Map  
 US 36 at RP 67+54, 1.06 Miles West of I-465  
 LA Code 1023, Sale of Excess INDOT R/W - Parcel 220  
 Marion County, Indiana

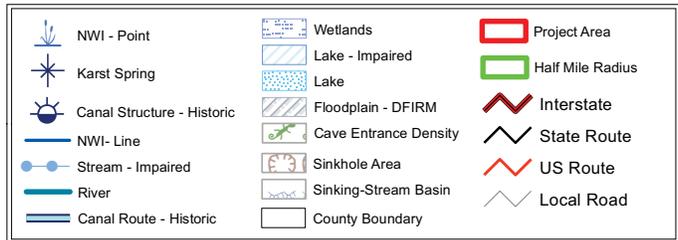


0 0.045 0.09 0.18 0.27 Miles

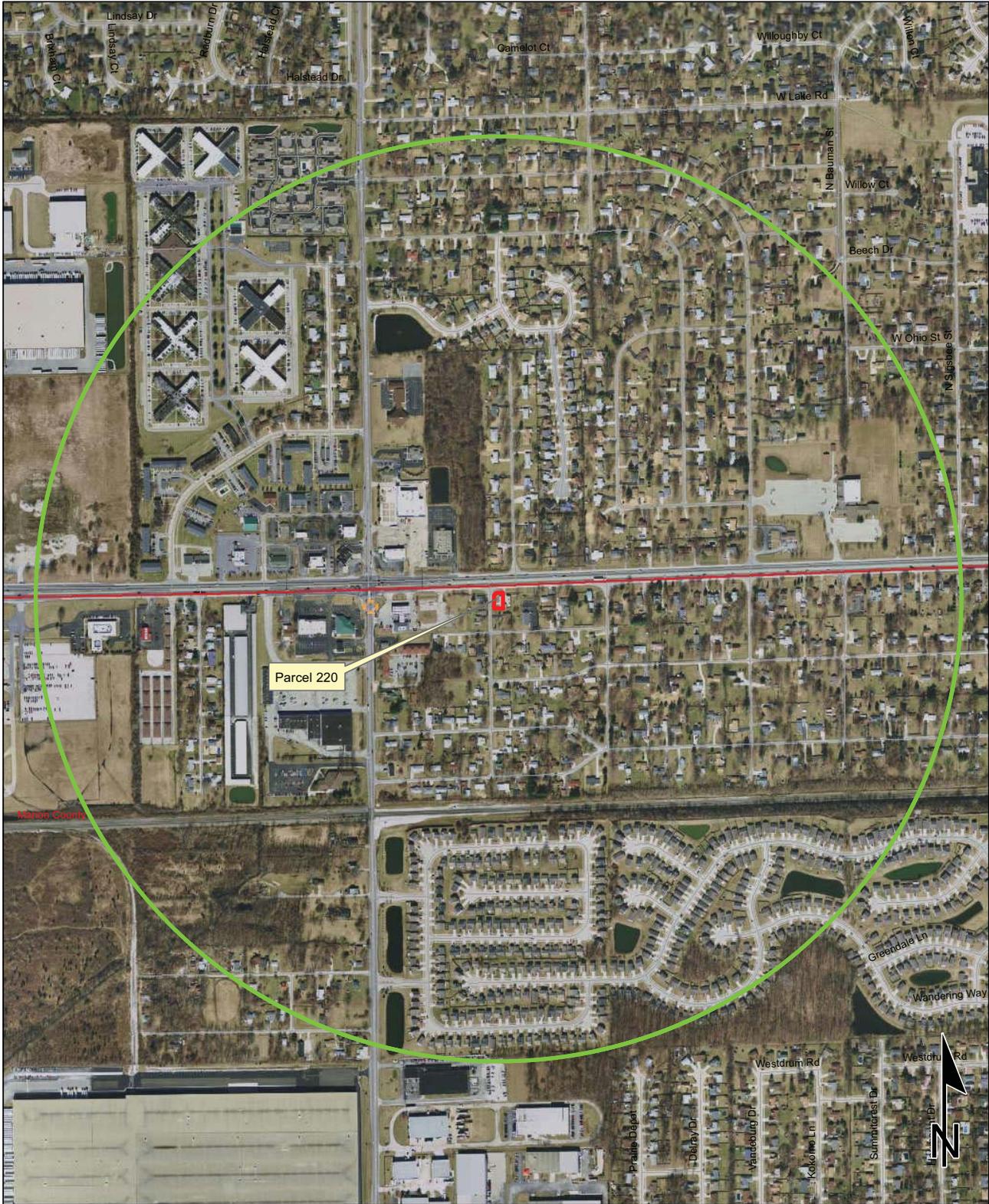
1:6,453

**Sources:**  
**Non Orthophotography**  
**Data** - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
**Map Projection:** UTM Zone 16 N **Map Datum:** NAD83

**This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.**



Red Flag Investigation - Mining/Mineral Exploration Map  
 US 36 at RP 67+54, 1.06 Miles West of I-465  
 LA Code 1023, Sale of Excess INDOT R/W - Parcel 220  
 Marion County, Indiana



0 0.045 0.09 0.18 0.27 Miles

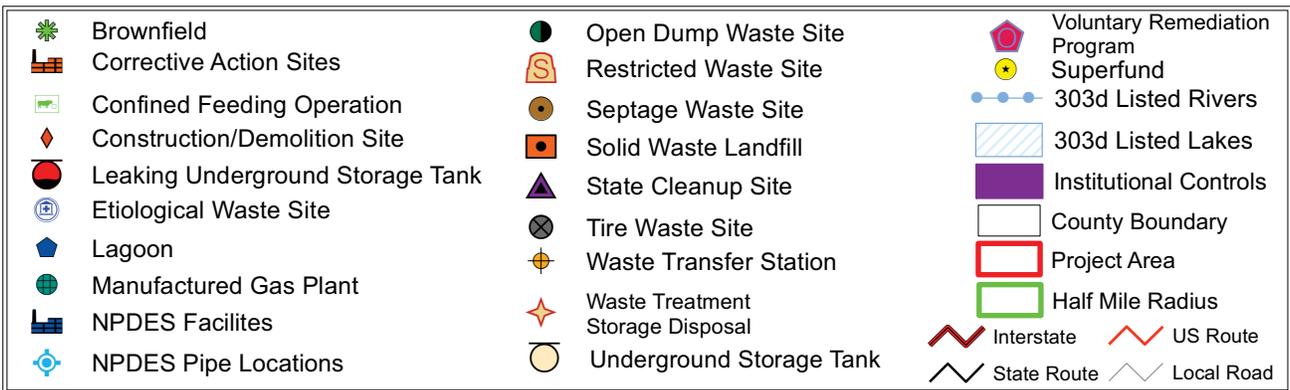
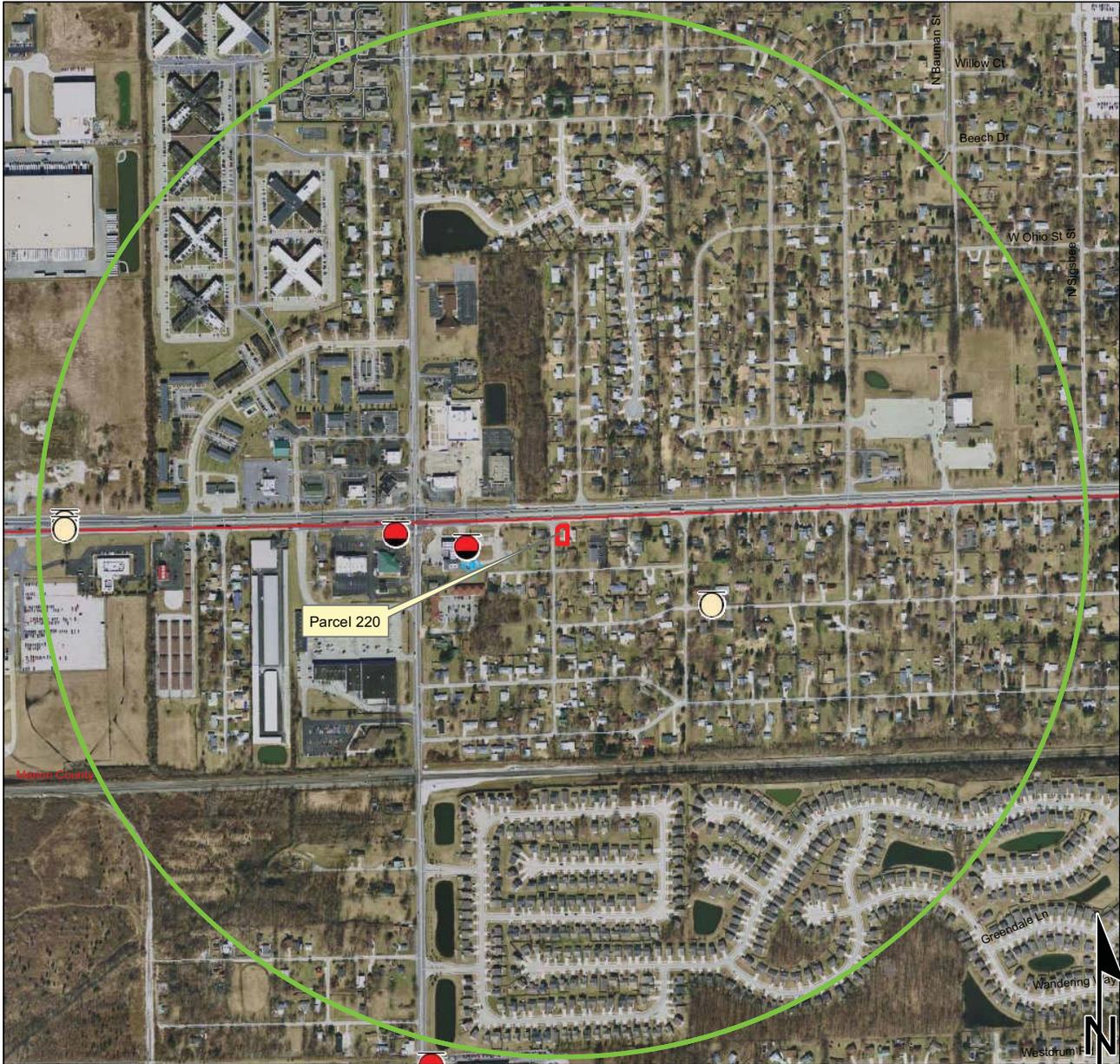
1:6,453

**Sources:**  
**Non Orthophotography Data** - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
**Map Projection:** UTM Zone 16 N **Map Datum:** NAD83

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

	Gas Well		Mine - Underground		Interstate
	Oil Well		County Boundary		State Route
	Mine - Surface		Project Area		US Route
	Petroleum Field		Half Mile Radius		Local Road

Red Flag Investigation - Hazardous Material Concerns Map  
 US 36 at RP 67+54, 1.06 Miles West of I-465  
 LA Code 1023, Sale of Excess INDOT R/W - Parcel 220  
 Marion County, Indiana



1:6,453

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

**Sources:**  
**Non Orthophotography**  
 Data - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
**Map Projection:** UTM Zone 16 N **Map Datum:** NAD83

**EXHIBIT E**

**Hold Harmless Affidavit**

STATE OF INDIANA        )  
  )SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

Comes now the Affiant(s), \_\_\_\_\_, and swear and affirm to the following:.

- 1) That the above Affiant(s) shall **hold harmless and indemnify** the State of Indiana and its agent Indiana Department of Transportation and accept the property transfer through Quit Claim Deed without any Warrants and receive property As-Is.

SUBSCRIBED AND SWORN TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Affiant's printed name

\_\_\_\_\_

Affiant's signature

State of Indiana        )  
  ) SS:  
County of \_\_\_\_\_ )

Subscribed and sworn to before me a Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public

A Resident of \_\_\_\_\_ County Indiana  
My Commission expires: \_\_\_\_\_