

Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated **May 9, 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 3033 – 3 & 4, 2401 Morningstar Dr., 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.

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:

EXHIBIT "A"

Sheet 1 of 1

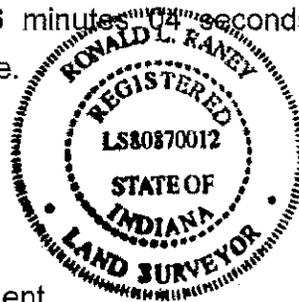
Code: 3033

Parcel: 3 Excess Land

INDOT acquired title by Warranty Deed Instrument #1996-0121552

A part of Lot 10 of Parkwood Terrace, First Section, a subdivision of part of the Southwest Quarter of Section 29, Township 16 North, Range 5 East, in Marion County, Indiana, the plat is recorded as Plat Book 31, page 353, in the Office of the Recorder of Marion County, Indiana, and being all that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked as **EXHIBIT "B"**, described as follows: Beginning at a point on the west line North 0 degrees 37 minutes 47 seconds West 43.78 feet from the southwest corner of said lot; thence continuing North 0 degrees 37 minutes 47 seconds West 52.17 feet along said west line; thence along said line Northeasterly 39.35 feet along an arc to the right and having a radius of 25.05 feet and subtended by a long chord having a bearing of North 44 degrees 22 minutes 32 seconds East and a length of 35.42 feet to the north line of said lot; thence North 89 degrees 22 minutes 51 seconds East 57.95 feet along said north line to the northeast corner of said lot; thence South 0 degrees 37 minutes 47 seconds East 83.15 feet along the east line of said lot to the northern boundary of Interstate 70 (NE Ramp); thence along said boundary Northwesterly 83.27 feet along an arc to the left and having a radius of 627.94 feet and subtended by a long chord having a bearing of North 86 degrees 32 minutes 11 seconds West and a length of 83.21 feet to the point of beginning and containing 6,444 square feet, more or less.

However, reserving unto the State of Indiana the right to control access along the 83.27-foot course described above 6,444 square feet tract. Also, beginning at the west end of the 83.27-foot course; thence West 2.52 feet along an arc to the left and having a radius of 627.94 feet and subtended by a long chord having bearing of South 89 degrees 32 minutes 58 seconds West and length of 2.52 feet; thence South 89 degrees 26 minutes 04 seconds West 47.48 feet and terminating on the west boundary of Morning Star Drive.



This description was prepared for the Indiana Department of Transportation by Ronald L. Raney, Indiana Registered Land Surveyor, License Number LS 80870012 on the 10th day of July, 2012

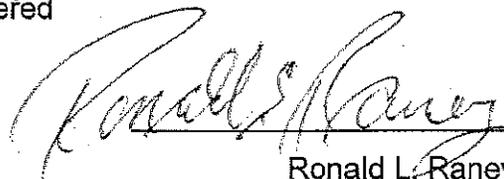

Ronald L. Raney

EXHIBIT "A"

Code: 3033

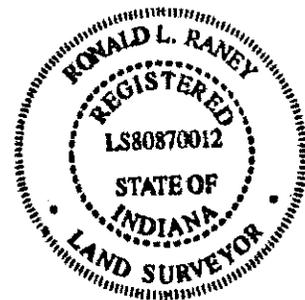
Sheet 1 of 1

Parcel: 4 Excess Land

INDOT acquired title by Warranty Deed recorded as Instrument #1996-0162844

A part of Lot 29 of Parkwood Terrace, First Section, a subdivision of part of the Southwest Quarter of Section 29, Township 16 North, Range 5 East, in Marion County, Indiana, the plat is recorded as Plat Book 31, page 353, in the Office of the Recorder of Marion County, Indiana, and being all that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked as EXHIBIT "B", described as follows: Beginning at a point on the west line North 0 degrees 37 minutes 47 seconds West 37.85 feet from the southwest corner of said lot; thence continuing North 0 degrees 37 minutes 47 seconds West 83.15 feet along said west line to the northwest corner of said lot; thence North 89 degrees 22 minutes 51 seconds East 70.00 feet along the north line of said lot to the northeast corner of said lot; thence South 0 degrees 37 minutes 47 seconds East 96.93 feet along the east line of said lot to the northern boundary of Interstate 70 (NE Ramp); thence along said boundary Northwesterly 71.39 feet along an arc to the left and having a radius of 627.94 feet and subtended by a long chord having a bearing of North 79 degrees 28 minutes 50 seconds West and a length of 71.35 feet to the point of beginning and containing 6,254 square feet, more or less.

However, reserving unto the State of Indiana the right to control access along the 71.39-foot course described above in the description of the 6,254 square feet tract.



This description was prepared for the Indiana Department of Transportation by Ronald L. Raney, Indiana Registered Land Surveyor, License Number LS 80870012 on the 10th day of July, 2012

A handwritten signature in cursive script that reads "Ronald L. Raney".

Ronald L. Raney

EXHIBIT B

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the STATE OF INDIANA, acting through the Governor of the State of Indiana and the Commissioner of the Indiana Department of Administration, or their respective designees, and by the authority of Indiana Code 4-20.5-7-11, RELEASES and QUITCLAIMS to:

for good, valuable, and sufficient consideration, receipt of which is hereby acknowledged, the real property located in _____ County, Indiana and more fully described on Exhibit A, attached hereto and incorporated fully herein.

Subject to all existing legal rights-of-way, easements, conditions, and restrictions of record.

IN WITNESS WHEREOF, the undersigned have executed the foregoing Quitclaim Deed on behalf of the State of Indiana this _____ day of _____ 2011.

**David L. Pippen, Designee for
Mitchell E. Daniels, Jr. Governor**

State of Indiana)
) ss:
County of Marion)

Before me, a Notary in and for said County and State, personally appeared David L. Pippen, designee of the Governor of Indiana pursuant to IC 4-20.5-7-17 (b), and acknowledged execution of the foregoing Quitclaim Deed this _____ day of _____ 2011.

Notary signature: _____

Notary name printed: _____

My commission expires: _____ I reside in _____ County

EXHIBIT D

CATEGORICAL EXCLUSION LEVEL 1 FORM	Date: February 27, 2013
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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
 Date

PROJECT INFORMATION			
Contract Number, County, Route	N/A, Marion County, I-70	Des Number	LA Code 3033/ Parcels 3 and 4
Project Description	<p>The Indiana Department of Transportation (INDOT) proposes to dispose of (sale) two excess parcels in the southeast corner of Morning Star Drive and Stardust Drive, just north of the I-70 westbound ramp to Post Road. The parcels are in Section 29, Township 16 North, and Range 5 East as shown on the USGS 7.5' Indianapolis East, Indiana topographic quadrangle. The parcels total approximately 0.29 acres.</p> <p>The land was acquired in 1996 during a project to alter the I-70 and Post Road interchange. I-70 is located south of the parcels, and the remaining areas surrounding the parcels are residential. INDOT has determined that the parcels are excess and has no plans to use them in the near future. Historic aerial documentation of the parcels shows they were in agricultural use or were open lots without improvements until 1962. The 1996 purchase documents list the lots and improvements; therefore, it is likely that homes were constructed on these lots after 1962 and were removed during the interchange improvement project.</p> <p>INDOT determined that this surplus right of way (R/W) will not be needed in the near future and has thus decided to sell the excess R/W to a prospective buyer (appendix D). See appendix A for maps depicting the site and site photographs.</p> <p>This action would not involve excavation, construction, or demolition activities of any kind. Therefore, impacts to the surrounding environment would not occur.</p>		
Purpose and Need for Action:	<p>The need for this action is to reduce the amount of excess R/W INDOT must maintain in Marion County.</p> <p>The purpose is to reduce the amount of excess R/W at parcels 3 and 4.</p>		
Alternatives Considered:	<p>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.</p>		
Project Termini:	<p>Parcels 3 and 4 are located in the southeast corner of Morning Star Drive and Stardust Drive, just north of the I-70 westbound ramp to Post Road</p>		
Funding Source(s):	<input type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Local	Estimated Cost	N/A
Project Sponsor:	Indiana Department of Transportation	Project Area	0.29 acre

Name and organization of CE Level 1 Preparer: Karstin Carmany-George - INDOT Greenfield District

SCOPE OF THE PROPOSED ACTION		
Public Involvement		No: X 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. Therefore, no public hearing was offered.	
Relocation of residences/businesses/etc.*		No: X Possible:
Comments:	No relocations of any residences or businesses would result from this action.	
Right-of-way in acres (permanent and temporary)*		No: X Possible:
Comments:	No permanent or temporary R/W would be required for this action.	
Added through-traffic lanes – length*		No: X Possible:
Comments:	No through-traffic lanes would be added.	
Permanent alteration of local traffic pattern*		No: X Possible:
Comments:	There would be no alteration of local traffic patterns resulting from this action.	
Facility on new location or realignment*		No: X Possible:
Comments:	No facilities would be relocated or realigned during the completion of this action.	
Disruption to public facilities/services (such as schools, emergency service)		No: X Possible:
Comments:	This action would not result in a disruption to public facilities or services.	
Involvement with existing bridge(s) (Include structure number(s))		No: X Possible:
Comments:	No bridges or small structures are located within the subject parcel.	

INVOLVEMENT WITH RESOURCES		
Watercourses Impacted (linear feet)		No: X Possible:
Comments:	Review of the attached U.S. Geological Survey (USGS) topographic map (appendix A-2) revealed that there are no streams, rivers, or watercourses, jurisdictional or otherwise, located in or near the subject parcel. A site visit in October 2012 revealed no ditches or waterways with characteristics of an ordinary high water mark (e.g. channel with bare ground, pushed over vegetation, water-staining, etc.). Therefore, a Waters of the U.S. Determination Report will not be completed. This action would not involve excavation, dredging, construction, or demolition activities of any kind.	
Other Surface Waters (such as ponds, lakes, reservoirs, in acres)		No: X Possible:
Comments:	The field visit in October 2012 and review of the attached USGS topographic map (appendix A-2)	

INVOLVEMENT WITH RESOURCES		
	revealed that there are no surface waters located in or near the subject parcel.	
Wetlands (acres)*	No: X	Possible:
Comments:	The October 2012 site visit and review of the attached National Wetlands Inventory map (appendix A-4) revealed that there are no known wetlands in or near the subject parcels.	
Disturbance of Terrestrial Habitat (acres)	No: X	Possible:
Comments:	The parcels are a grass covered and surrounded by residences, lawns and two asphalt covered neighborhood streets. This action would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to this low quality terrestrial habitat.	
Karst Features	No: X	Possible:
Comments:	The parcels are located outside of the designated karst area of the state as identified in the October 13, 1993 MOU (appendix A-5). No karst features were observed or are known to exist within or adjacent to the proposed project area.	
Threatened and Endangered Species Present/Impacted*	No: X	Possible:
Comments:	The parcels are located within the range of the Federally endangered Indiana bat (<i>Myotis sodalis</i>). No potential Indiana bat habitat was noted on the parcel during the site visit in October 2012. This action does not involve vegetation removal or ground disturbance; therefore, it would not impact threatened and endangered species.	
Impacts to Sole Source Aquifer*	No: X	Possible:
Comments:	According to the Sole Source Aquifer Map of Indiana, the project is not located within the legally designated St. Joseph Aquifer System (appendix A-6). The Indiana Department of Environmental Management's Wellhead Proximity Determinator website (http://idemmaps.idem.in.gov/apps/whpa/) was accessed on February 26, 2013 by Karstin Carmany-George with the INDOT Greenfield District. The required project location data was provided and it was determined that these parcels are not located within a Wellhead Protection Area.	
Flood Plains (note transverse or longitudinal impact)	No: X	Possible:
Comments:	According to the Federal Emergency Management Agency (FEMA) flood insurance rate map (FIRM) (appendix A-7), the parcels are 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.	
Farmland (acres)	No: X	Possible:
Comments:	This action does not involve the acquisition of any R/W. The requirements of the Farm Protection Policy Act (FPPA) do not apply to this action.	
Cultural Resources (Section 106)*	No: X	Possible:
Comments:	There are no structures on the property, and there are no above-ground properties listed or eligible for listing on the National Register of Historic Places within sight of the parcel. An archaeological investigation was conducted of the parcels in 1999 that did not record any archaeological deposits eligible for the National Register of Historic Places. The Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology (DHPA) concurred that no historic properties would be impacted by the sale of the parcel in a letter dated September 30, 1999 (appendix B). Therefore, under IC 14-21-1-18 no covenant or easement would need to be placed on the deed for historic property maintenance.	

INVOLVEMENT WITH RESOURCES		
Section 4(f) and Section 6(f) Resources *		No: X Possible:
Comments:	<p>Based on a review of an aerial photograph, topographic map, the Indiana Department of Natural Resources (DNR) list of Nature Preserves (http://www.in.gov/dnr/naturepreserve/4698.htm), and site visit in October 2012, there are no publicly owned parks, recreational areas, or wildlife/waterfowl refuges in or near the parcels. Based on a review of the parcels conducted by the INDOT Cultural Resource staff, an archaeological investigation, and concurrence from the DHPA, there are no properties listed on or eligible for listing on the National Register of Historic Places on or adjacent to the parcel.</p> <p>Based on review of the National Park Service Land and Water Conservation Fund (LWCF) website (http://www.nps.gov/lwcf/), the aerial photograph of the project area and a site visit October 2012, there are no Section 6(f) resources located on or near the parcels.</p>	
Air Quality Non-attainment Area		No: X Possible:
Comments:	This project is located in Marion County. This county is currently in maintenance for the National Ambient Air Quality Standards (NAAQS) criteria pollutant 8-hour ozone and is in non-attainment for fine particulate matter (PM _{2.5}). The sale of excess R/W would not affect the quality of air.	
Noise Analysis Required*		No: X 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.	
Community/Economic Impacts		No: X Possible:
Comments:	This action would have no impact on the local community or economy.	
Environmental Justice		No: X 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.	
Hazardous Materials		No: X Possible:
Comments:	<p>A red flag investigation (RFI) was completed by INDOT Greenfield District Environmental Section personnel on February 8, 2013 (appendix C). The RFI revealed no hazardous materials concerns for this parcel or the surrounding area. No signs of hazardous materials were observed during October 2012 site investigation (appendix C).</p> <p>It was recommended the disposal proceed with no further environmental investigations.</p>	
Permits		No: X Possible:
Comments:	No environmental related permits would be required for this action.	

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

ENVIRONMENTAL COMMITMENTS:
If any archaeological artifacts, features, or human remains are uncovered during disposal of this land, State Law (Indiana Code 14-21-1-27 & 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)

Categorical Exclusion Level Thresholds

	Level 1	Level 2	Level 3	Level 4
Relocations	None	≤ 2	> 2	> 10
Right of way¹	< 0.5 acres	< 10 acres	≥ 10 acres	≥ 10 acres
Length of added through lane	None	< 1 miles	≥ 1 mile	≥ 1 mile
Permanent Traffic pattern alteration	None	None	Yes	Yes
New alignment	None	None	< 1 mile	≥ 1 mile ²
Wetlands	< 0.1 acres	< 1 acre	< 1 acre	≥ 1 acre
Stream Impacts	≤ 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
Section 4(f)*	None	None	None	Any impacts
Section 6(f)	None	None	Any impacts	Any impacts
Section 106	“No Historic Properties Affected” or falls within guidelines of Minor Projects PA	“No Adverse Effect” or “Adverse Effect”	N/A	If ACHP involved
Noise Analysis Required	No	No	Yes ³	Yes ³
Threatened/Endangered Species*	“Not likely to Adversely Affect”, or Falls within Guidelines of USFWS 9/8/93 Programmatic Response	N/A	N/A	“Likely to Adversely Affect” ⁴
Sole Source Aquifer Groundwater Assessment	Detailed Assessment Not Required	Detailed Assessment Not Required	Detailed Assessment Not Required	Detailed Assessment Required
Approval Level • ESM ⁵ • ES ⁶ • FHWA	Yes	Yes	Yes Yes	Yes Yes Yes

*These thresholds have changed from the March 2009 Manual.

¹Permanent and/or temporary right of way.

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

³In accordance with INDOT’s Noise Policy.

⁴If 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.

⁵Environmental Scoping Manager

⁶Environmental Services

Appendices

Appendix A	Maps and Photos
Appendix B	INDOT Cultural Resource Information
Appendix C	Red Flag Investigation and Hazardous Materials Site Assessment Sheet
Appendix D	Disposal Approval
Appendix E	State EA Document

APPENDIX A

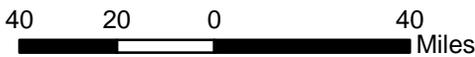
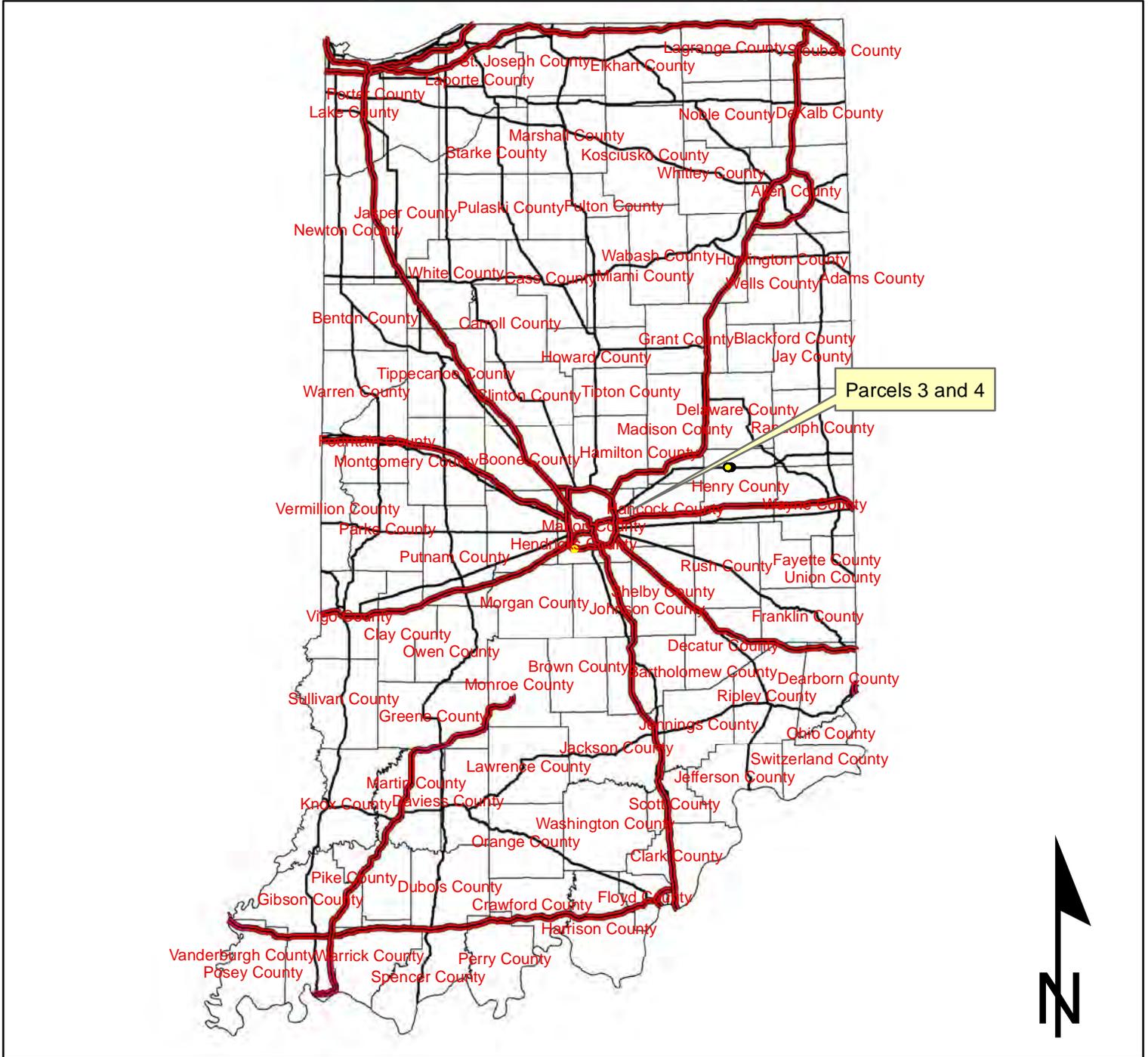
MAPS AND PHOTOGRAPH

General Location Map

I-70 WB Ramp to Post Road

Excess Parcel LA Code 3033

Indianapolis, Marion County, Indiana



Sources:

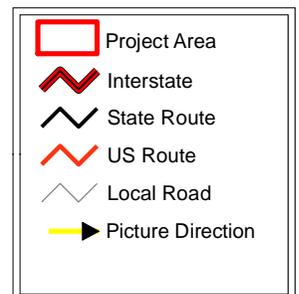
Non Orthophotography

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

Orthophotography - Obtained from Indiana Map Framework Data (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.

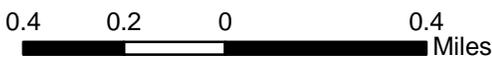
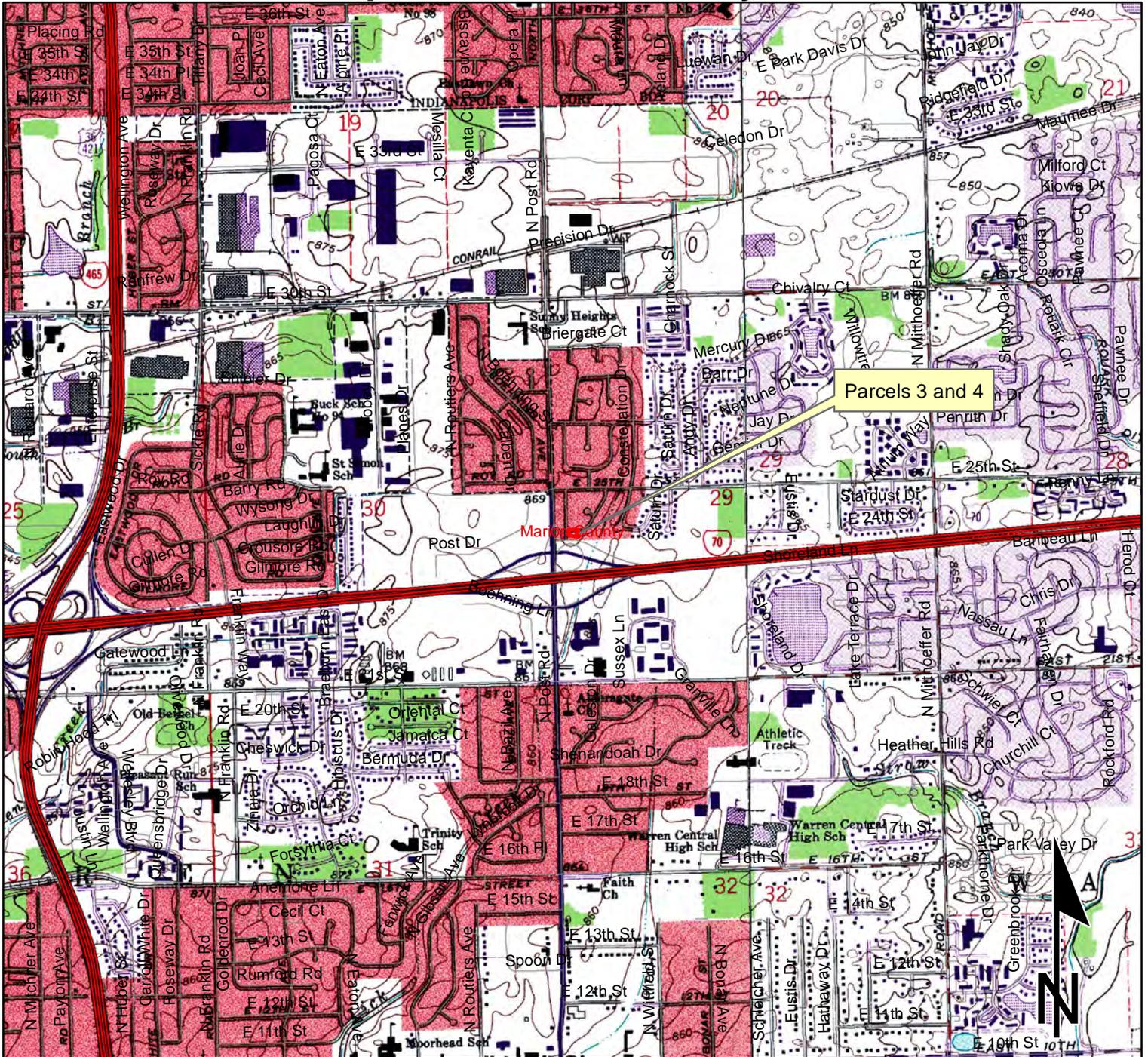


USGS 7.5' Indianapolis East, Indiana Quadrangle

I-70 WB Ramp to Post Road

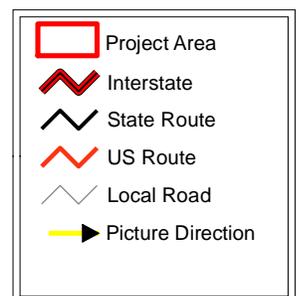
Excess Parcel LA Code 3033

Indianapolis, Marion County, Indiana

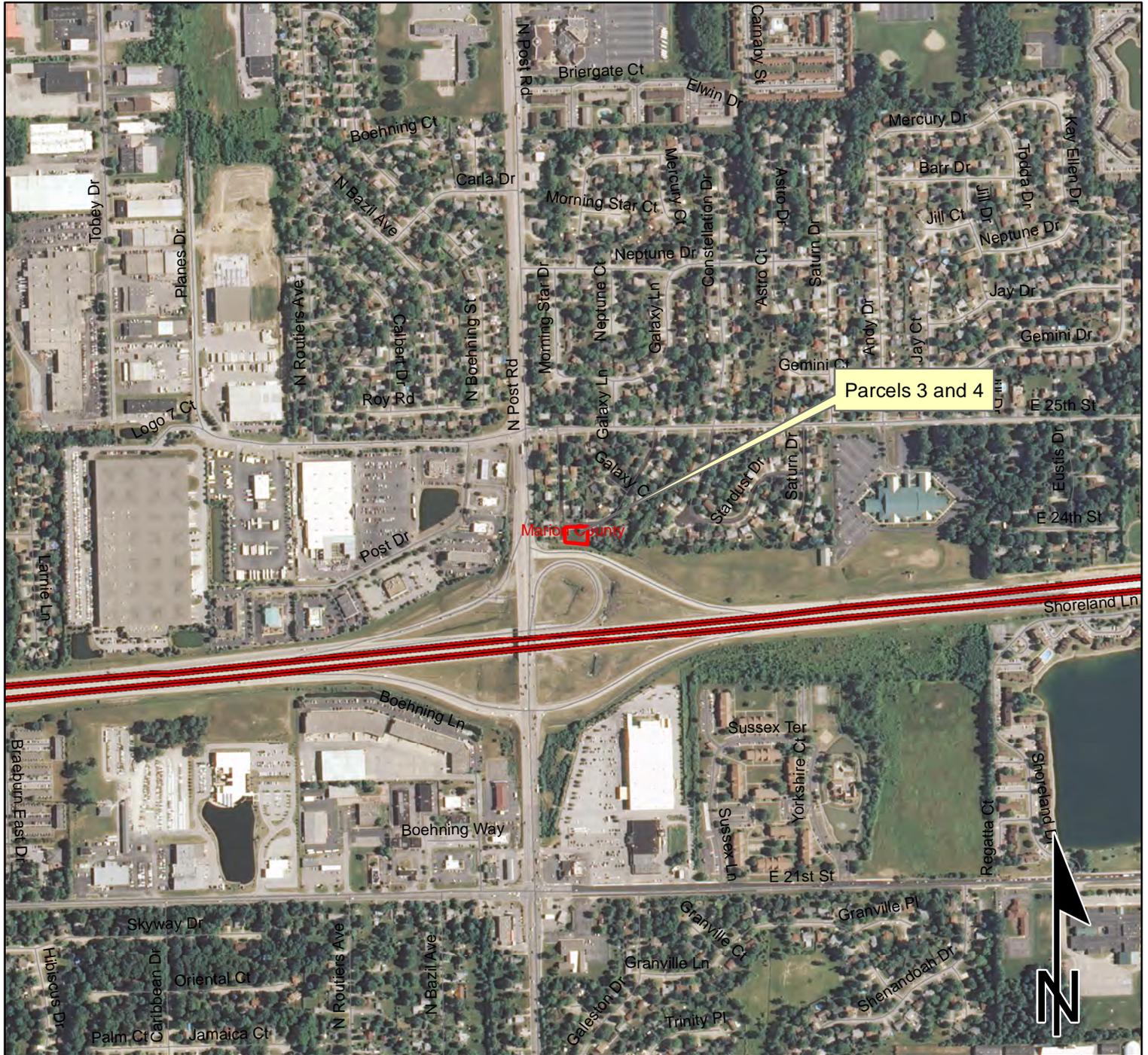


Sources:
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N **Map Datum:** NAD83

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



2011 Aerial Photograph I-70 WB Ramp to Post Road Excess Parcel LA Code 3033 Indianapolis, Marion County, Indiana



0.15 0.075 0 0.15 Miles

Sources:

Non Orthophotography

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

Orthophotography - Obtained from Indiana Map Framework Data (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.

	Project Area
	Interstate
	State Route
	US Route
	Local Road
	Picture Direction



U.S. Fish and Wildlife Service National Wetlands Inventory

LA Code 3033

Feb 27, 2013



Wetlands

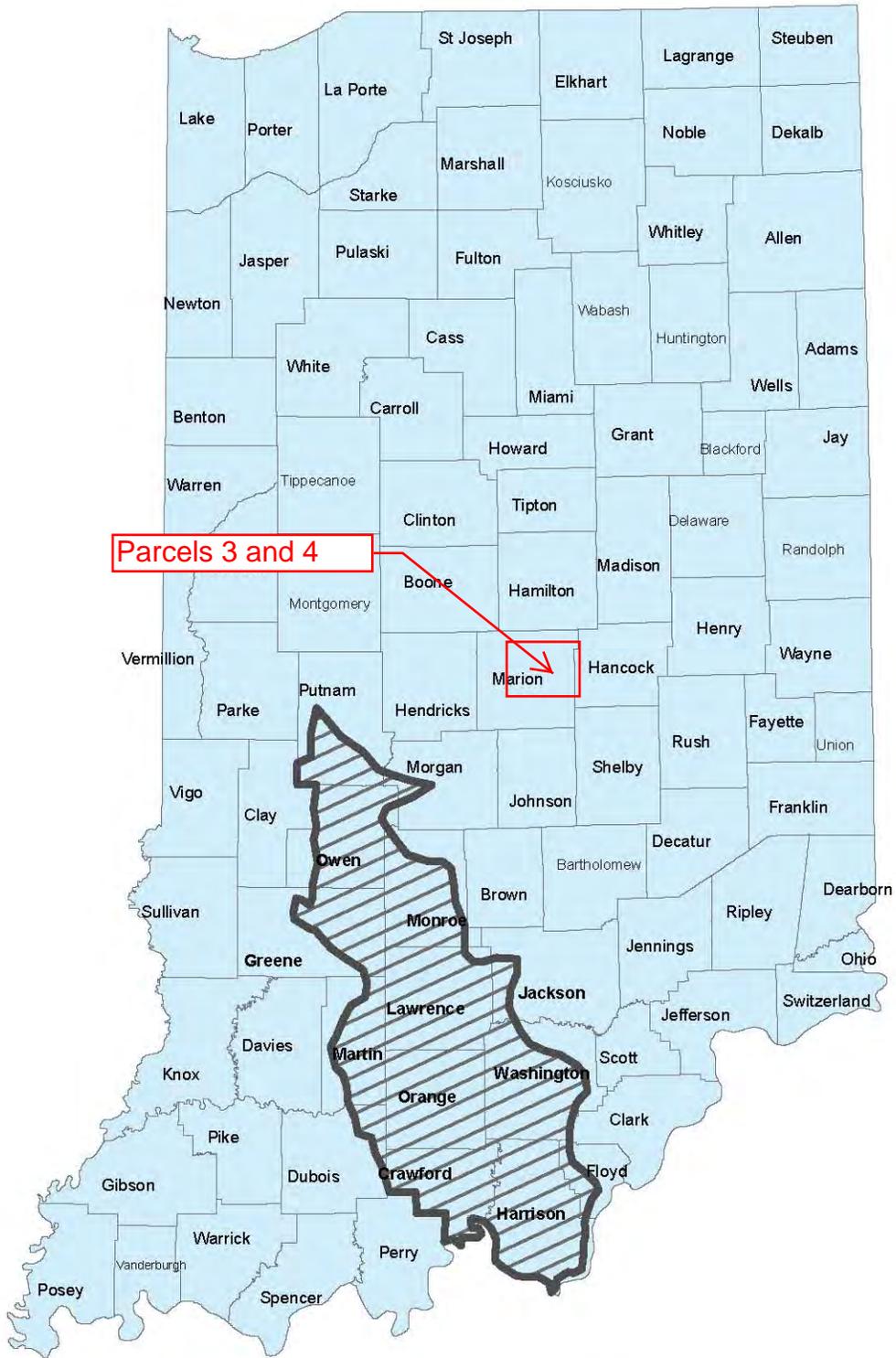
- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

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:

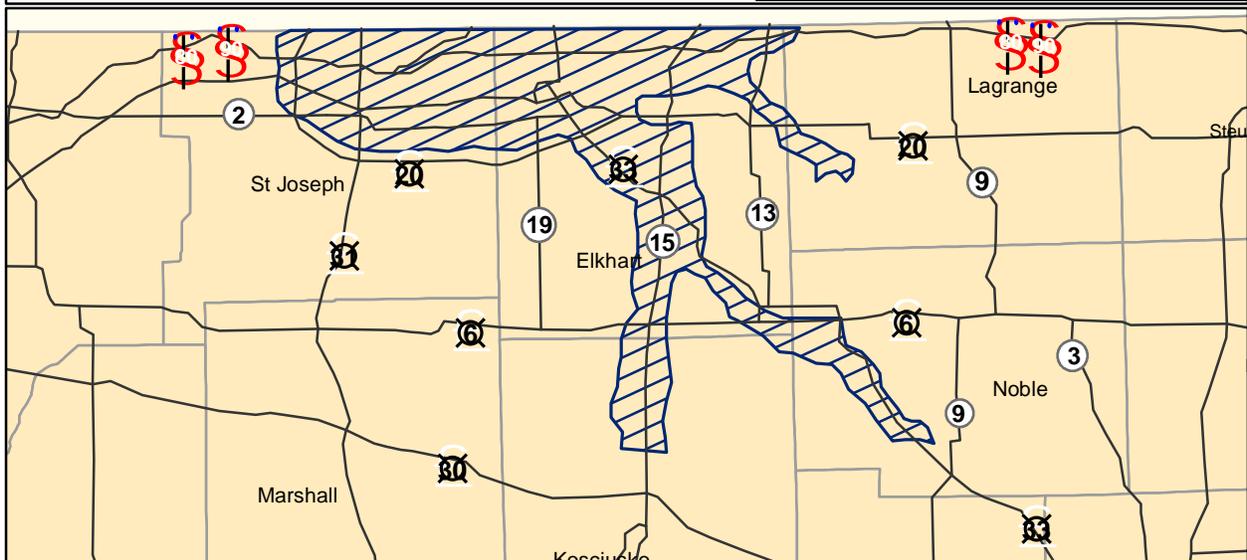


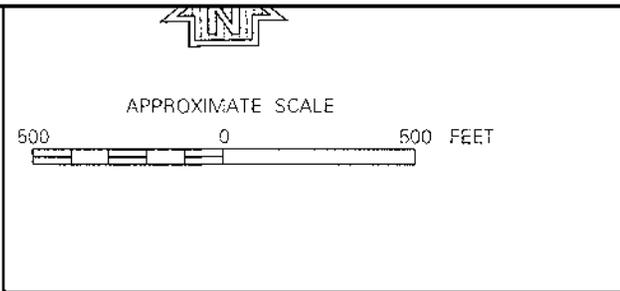
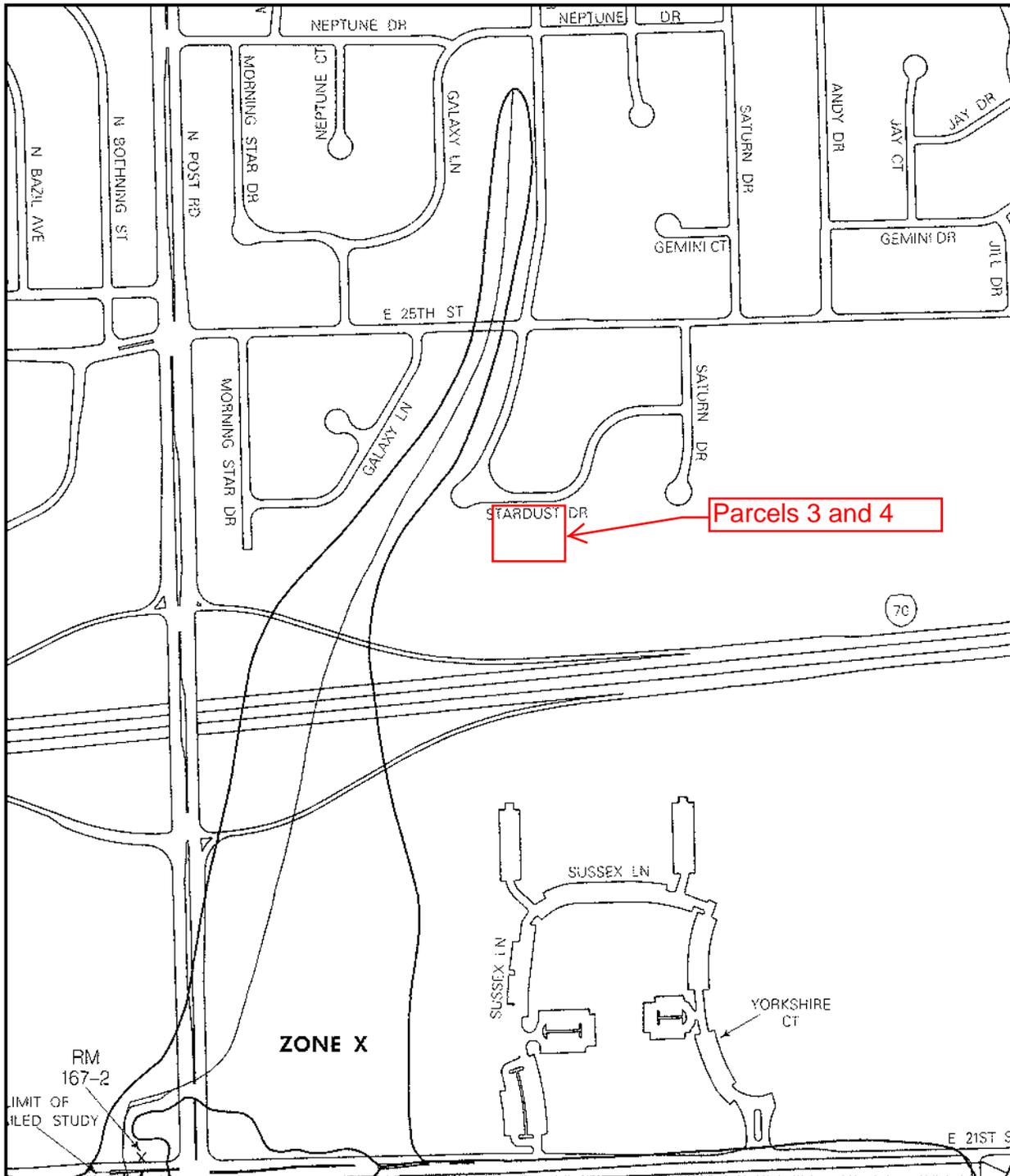
Parcels 3 and 4



Potential Karst Features Region

Sole Source Aquifer Map





NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP
MARION COUNTY,
INDIANA
(ALL JURISDICTIONS)

PANEL 167 OF 290

(SEE MAP INDEX FOR PANELS NOT PRINTED)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
INDIANAPOLIS CITY OF	8059	067	E

NOTE: Use the MAP NUMBER shown below instead of used when placing map orders. The COMMUNITY NUMBER shown above should be used in insurance applications for the subject community.

MAP NUMBER
18097C0167 E

EFFECTIVE DATE:
JANUARY 5, 2001

Federal Emergency Management Agency

PANEL 0186

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



1. Facing east from the northwest quadrant of Parcel 3.



2. Facing south from the northwest quadrant of Parcel 3



3. Facing southeast from the northwest quadrant of Parcel 3.



4. Facing south from the northeast quadrant of Parcel 4.



5. Facing west from the northeast quadrant of Parcel 4.



6. Facing southwest from the northeast quadrant of Parcel 4.



7. Facing west from the southeast quadrant of Parcel 4.



8. Facing northwest from the southeast quadrant of Parcel 4.



9. Facing north from the southeast quadrant of Parcel 4.



10. Facing north from the southwest quadrant of Parcel 3.



11. Facing east from the southwest quadrant of Parcel 3.



12. Facing northeast from the southwest quadrant of Parcel 3.

APPENDIX B

INDOT Cultural Resource Office email



Indiana Department of Natural Resources

Frank O'Bannon, Governor
Larry D. Macklin, Director

Division of Historic Preservation
and Archaeology
402 W. Washington Street, W274
Indianapolis, IN 46204-2748
PH: 317/232-1646
FAX: 317/232-0693
dhpa@dnr.state.in.us

September 30, 1999

Curtis H. Tomak, Archaeologist
Division of Pre-Engineering & Environment
Indiana Department of Transportation
100 North Senate Avenue, Room N848
Indianapolis, Indiana 46204-2249

RE: INDOT Project STI-70-3 (119)

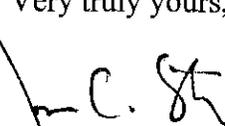
Dear Mr. Tomak:

We have reviewed the archaeological reconnaissance survey (Gibson & Plunkett, 07/13/99) for the proposed sale of land parcels 3 and 4 on Stardust Drive in Indianapolis, Marion County, Indiana. This review is being conducted pursuant to Indiana Code 14-21-1-14.

Based on our review, DHPA has determined that no known historic buildings, structures, districts, objects or archaeological sites listed in or eligible for inclusion in the Indiana Register of Historic Sites and Structures or the National Register of Historic Places will be affected by this project.

If you have any further questions regarding this determination, please contact the Division of Historic Preservation and Archaeology, (317) 232-1646.

Very truly yours,


Jon C. Smith
Director
Division of Historic Preservation
and Archaeology

JCS:JAM:LAS:las

CHT

ARCHAEOLOGICAL RECORDS CHECK:

INDOT Project STI-70-3(119); Proposed Sale of Land Parcels 3 and 4 on Stardust Drive, Marion County, Indiana

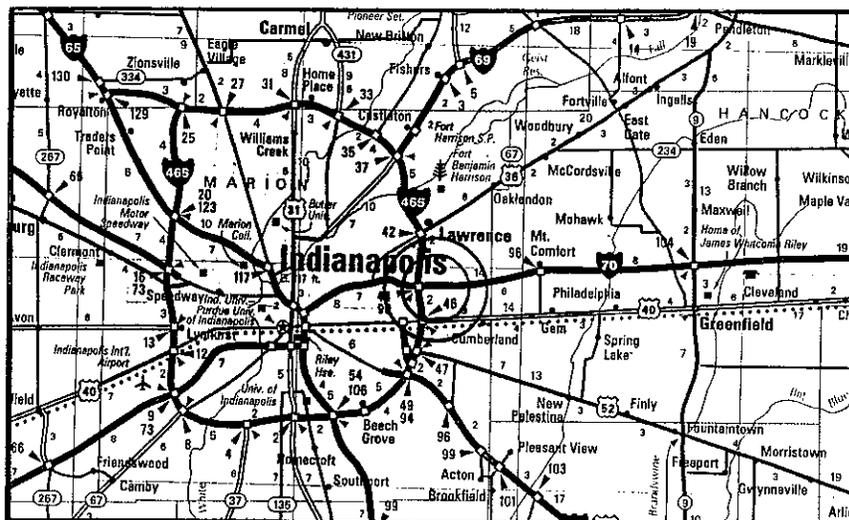
Prepared by
Jennifer L. Gibson

Jeffrey Plunkett
Principal Investigator

Prepared for:
Indiana Department of Transportation
100 North Senate Avenue
Room N755
Indianapolis, Indiana 46204-2249

July 13, 1999

Report of Investigations: 99IN0059-RCr01



LANDMARK

Archaeological and Environmental Services, Inc.
518 South Main St.
Sheridan, Indiana 46069
(317) 758-9301



Based on the information provided it appears likely that there is not a potential for significant archaeological resources within the parcels. Therefore, a Phase Ia archaeological field reconnaissance is not recommended for the project area.

Federal and State environmental provisions concerning the identification of archaeological resources have been accomplished, and it is recommended that the project be allowed to proceed as planned. This is with the understanding that if human remains, features, or midden deposits are revealed any disturbance will cease until an archaeologist is contacted, and mitigation is completed.

References

- Schneider, Allan F.,
1966 "Physiography." In *Natural Features of Indiana*, edited by Alton A. Lindsey, pp. 40-56. Indiana Academy of Science, Indianapolis.
- Sturm, Ralph and Richard Gilbert.
1978 *Soil Survey of Marion County, Indiana*. US Department of Agriculture and Purdue Agricultural Experiment Station. US Government Printing Office, Washington, DC

APPENDIX C

**RED FLAG INVESTIGATION AND HAZARDOUS MATERIALS SITE ASSESSMENT
SHEET**



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

Michael R. Pence, Governor
Michael B. Cline, Commissioner

Date: February 8, 2013

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

From: Karstin Carmany-George
Greenfield District
32 S. Broadway
Greenfield, IN
kcarmanygeorge@indot.in.gov

Re: RED FLAG INVESTIGATION
LA Code 3033; Parcels 3 and 4
Excess Parcels
I-70
Indianapolis, Marion County, Indiana

NARRATIVE

The Indiana Department of Transportation (INDOT) proposes to dispose of (sale) two excess parcels in the southeast corner of Morning Star Drive and Stardust Drive, just north of the I-70 WB ramp to Post Road. The parcels are in Section 29, Township 16 North, and Range 5 East as shown on the USGS 7.5' Indianapolis East, Indiana topographic quadrangle. The parcels total approximately 0.29 acres.

The land was acquired in 1996 during a project to alter the I-70 and Post Road interchange. I-70 is located south of the parcels, and the remaining areas surrounding the parcels are residential. INDOT has determined that the parcels are excess and has no plans to use them in the near future. Historic aerial documentation of the parcels shows they were in agricultural use or were open lots without improvements until at least 1962. The 1996 purchase documents list the lots and improvements; therefore, it is likely that homes were constructed on these lots after 1962 and were removed during the interchange improvement project.

A site visit was conducted in October 2012 by INDOT Greenfield District staff. At that time both parcels were grass-covered vacant lots. No items of environmental concern were noted on the properties (e.g. no stained or dead vegetation, unexplained odors, drums or tanks, federally or state listed species, waterways, above ground historic properties, etc.). There is no construction or ground disturbing activity proposed as part of the disposal of this parcel.

SUMMARY

Infrastructure			
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:			
Religious Facilities	1	Recreational Facilities	NA
Airports	NA	Pipelines	1
Cemeteries	NA	Railroads	NA
Hospitals	NA	Trails	NA
Schools	NA	Managed Lands	NA

Explanation: There is one church within a half mile of the parcels. Aldersgate Free Methodist Church is approximately 2,400 feet to the south of the parcels. The church would not be impacted by the disposal of these parcels.

There is a Citizens Gas and Coke utility pipeline approximately 762 feet west of the parcels. The pipeline would not be impacted by the disposal of these parcels.

Water Resources			
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:			
NWI - Points	NA	NWI - Wetlands	3
Karst Springs	NA	IDEM 303d Listed Lakes	NA
Canal Structures – Historic	NA	Lakes	3
NWI - Lines	3	Floodplain - DFIRM	5
IDEM 303d Listed Rivers and Streams (Impaired)	NA	Cave Entrance Density	NA
Rivers and Streams	3	Sinkhole Areas	NA
Canal Routes - Historic	NA	Sinking-Stream Basins	NA

Explanation: There are three mapped NWI lines along Lick Creek approximately 962 feet south of the parcels.

There are three mapped rivers/streams within a half mile of the parcels. The closest is Lick Creek which is mapped approximately 240 feet west of the parcels.

There are three mapped NWI polygons within a half mile of the parcels. The closest is approximately 1,780 feet southwest of the parcels.

There are three lakes mapped within a half mile of the parcels. All of them are man-made water retention areas. The closest is approximately 670 feet west of the parcels.

There are five mapped floodplain polygons within a half mile of the parcels. The closest floodplain is along Lick Creek and is mapped within 100 feet of the parcels.

There is no construction activities associated with the disposal of these parcels; therefore, none of the water resources listed above would be impacted by the proposed action.

Mining/Mineral Exploration			
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	NA	Petroleum Fields	NA
Mines – Surface	NA	Mines – Underground	NA

Explanation: There are no mapped mining or mineral exploration features within a half mile of the parcels.

Ecological Information

The Marion County listing of the Indiana Natural Heritage Data Center information on endangered, threatened, or rare (ETR) species and high quality natural communities is attached with ETR species highlighted. There were several species of concern listed for Marion County. None of these species were documented during the site visit conducted in October 2012. Disposal of the property does not involve construction or ground disturbance; therefore, no federal or state listed endangered, threatened or rare species would be impacted by the sale of these parcels.

Cultural Resources

All cultural resource compliance actions were completed for these parcels in 1999. The INDOT Cultural Resource Office has determined no additional actions need to be taken.

Hazmat Concerns			
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	NA	Restricted Waste Sites	NA
Corrective Action Sites (RCRA)	NA	Septage Waste Sites	NA
Confined Feeding Operations	NA	Solid Waste Landfills	NA
Construction Demolition Waste	NA	State Cleanup Sites	NA
Industrial Waste Sites (RCRA Generators)	NA	Tire Waste Sites	NA
Infectious/Medical Waste Sites	NA	Waste Transfer Stations	NA
Lagoon/Surface Impoundments	NA	RCRA Waste Treatment, Storage, and Disposal Sites (TSDs)	NA
Leaking Underground Storage Tanks (LUSTs)	6	Underground Storage Tanks	3
Manufactured Gas Plant Sites	NA	Voluntary Remediation Program	NA
NPDES Facilities	NA	Superfund	NA
NPDES Pipe Locations	NA	Institutional Control Sites	1
Open Dump Sites	NA		

Explanation: There are six recorded leaking underground storage tank (LUST) sites within a half mile of the parcels. The closest is approximately 625 feet to the northwest of the parcels. The Indiana Department of Environmental Management issued a “no further action” letter on November 17, 2004 to the Super 7 # 239 at this location. Disposal of the parcels would not be impacted by and would not impact this LUST site or any of the other LUST sites recorded within a half mile.

There are three other underground storage tank (UST) sites within a half mile of the parcels. The closest is approximately 470 feet to the northwest. These UST sites have no reported spills would not impact nor would they be impacted by the disposal of these parcels.

There is one Institutional Control Site, Swifty Oil 216, approximately 2,000 feet to the north of the parcels. This site would not be impacted by or impact the sale of these parcels.

RECOMMENDATIONS

Include recommendations from each section. If there are no recommendations, please indicate N/A:

INFRASTRUCTURE: NA

WATER RESOURCES: NA

MINING/MINERAL EXPLORATION: NA

ECOLOGICAL INFORMATION: NA

CULTURAL RESOURCES: NA

HAZMAT CONCERNS: NA

INDOT Environmental Services concurrence:

**Marlene
Mathas**

Digitally signed by Marlene Mathas
DN: cn=Marlene Mathas, o=INDOT,
ou=HazMat,
email=mmathas@indot.in.gov, c=US
Date: 2013.02.19 14:50:55 -05'00'

(Signature)

Prepared by:

Karstin Carmany-George
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

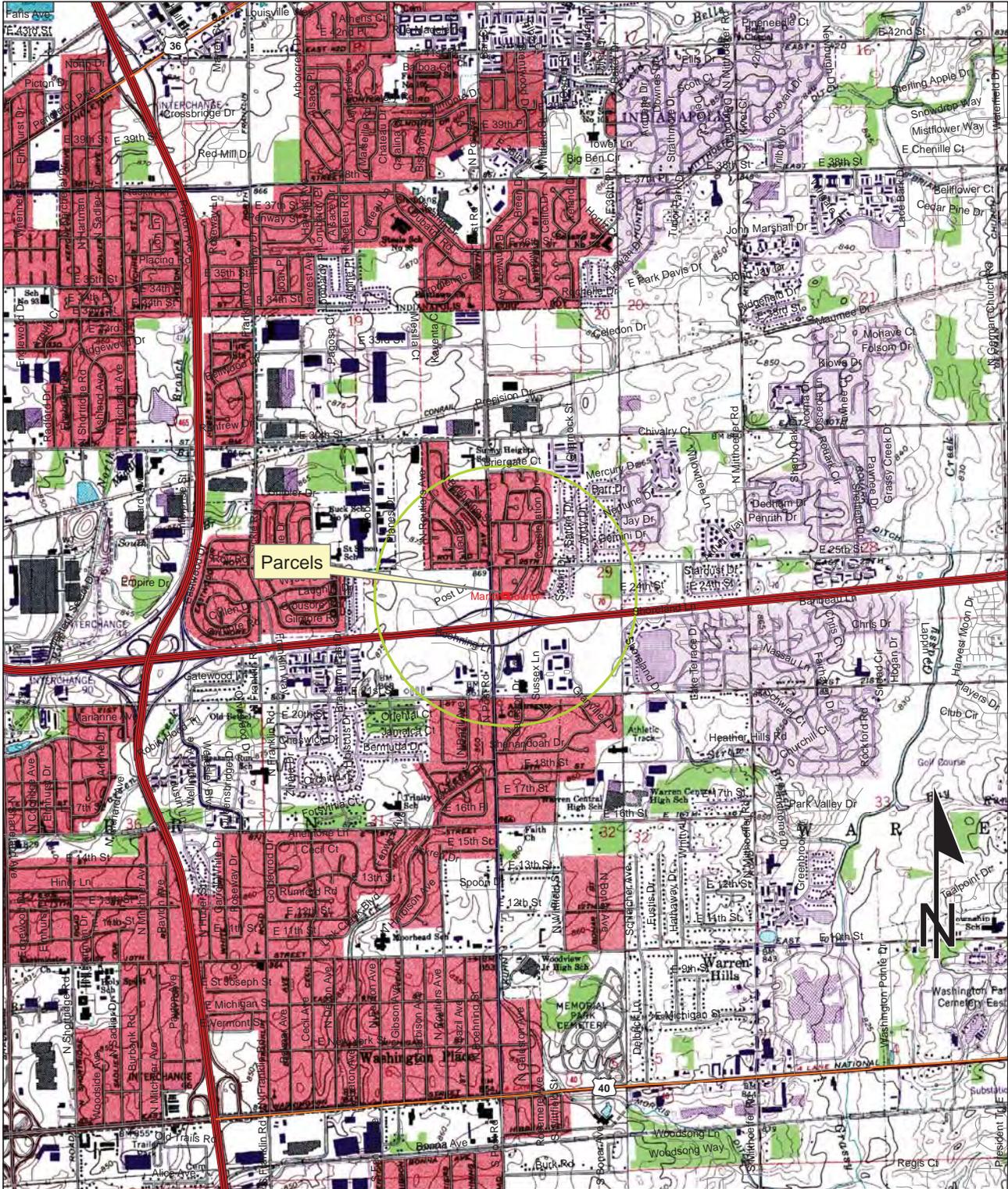
INFRASTRUCTURE: YES

WATER RESOURCES: YES

MINING/MINERAL EXPLORATION: NO

HAZMAT CONCERNS: YES

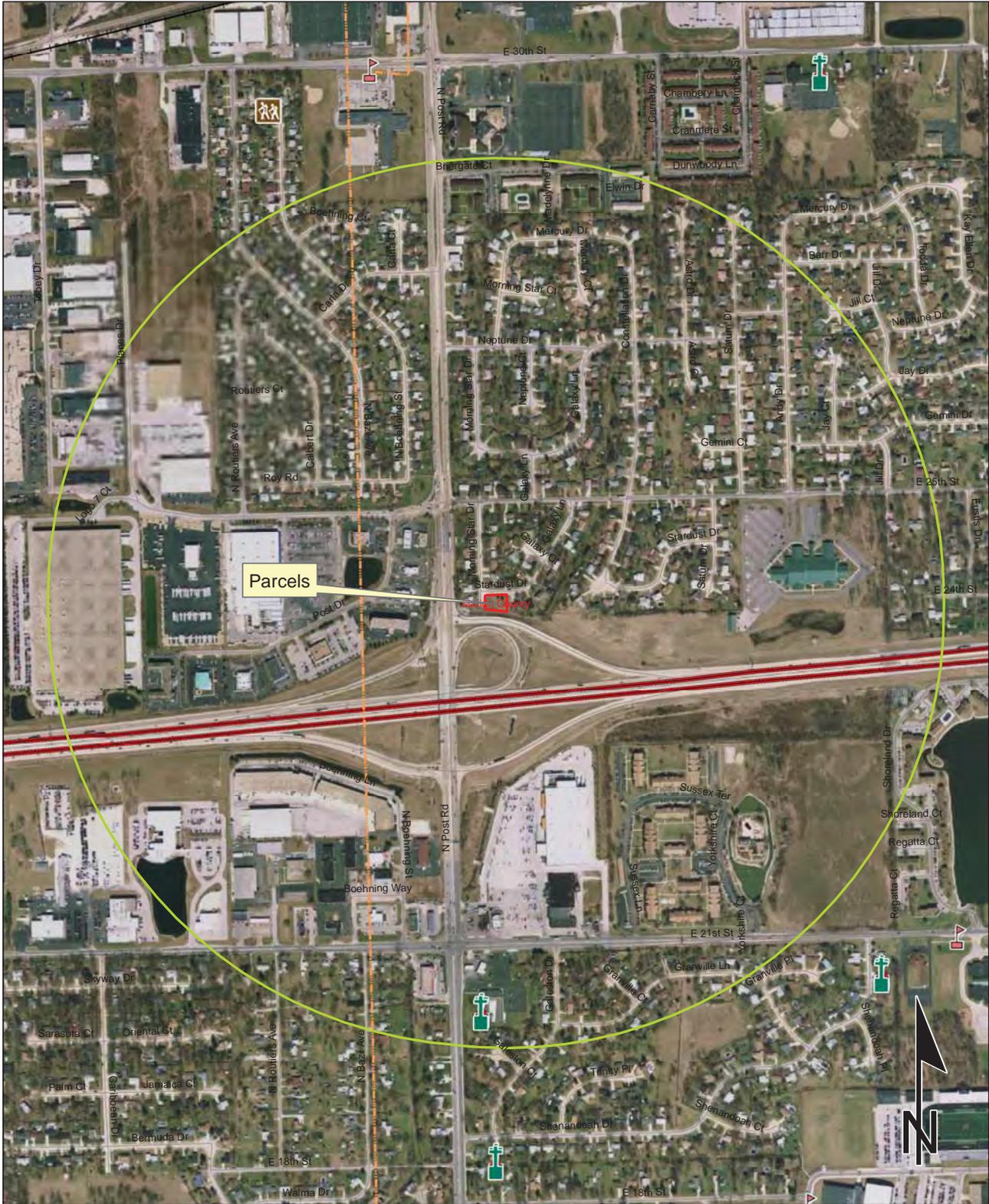
General Location Map
 I-70 East of Post Road on Stardust Drive
 LA Code 3033 Parcels 3 and 4; Excess Parcel Disposal
 Marion County, Indiana



Sources: 0.5 0.25 0 0.5 Miles
Non Orthophotography
 Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (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.

**INDIANAPOLIS EAST
 QUADRANGLE
 INDIANA
 7.5 MINUTE SERIES**

Infrastructure Resources - Aerial Photograph I-70 East of Post Road on Stardust Drive LA Code 3033 Parcels 3 and 4; Excess Parcel Disposal Marion County, Indiana

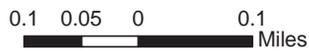
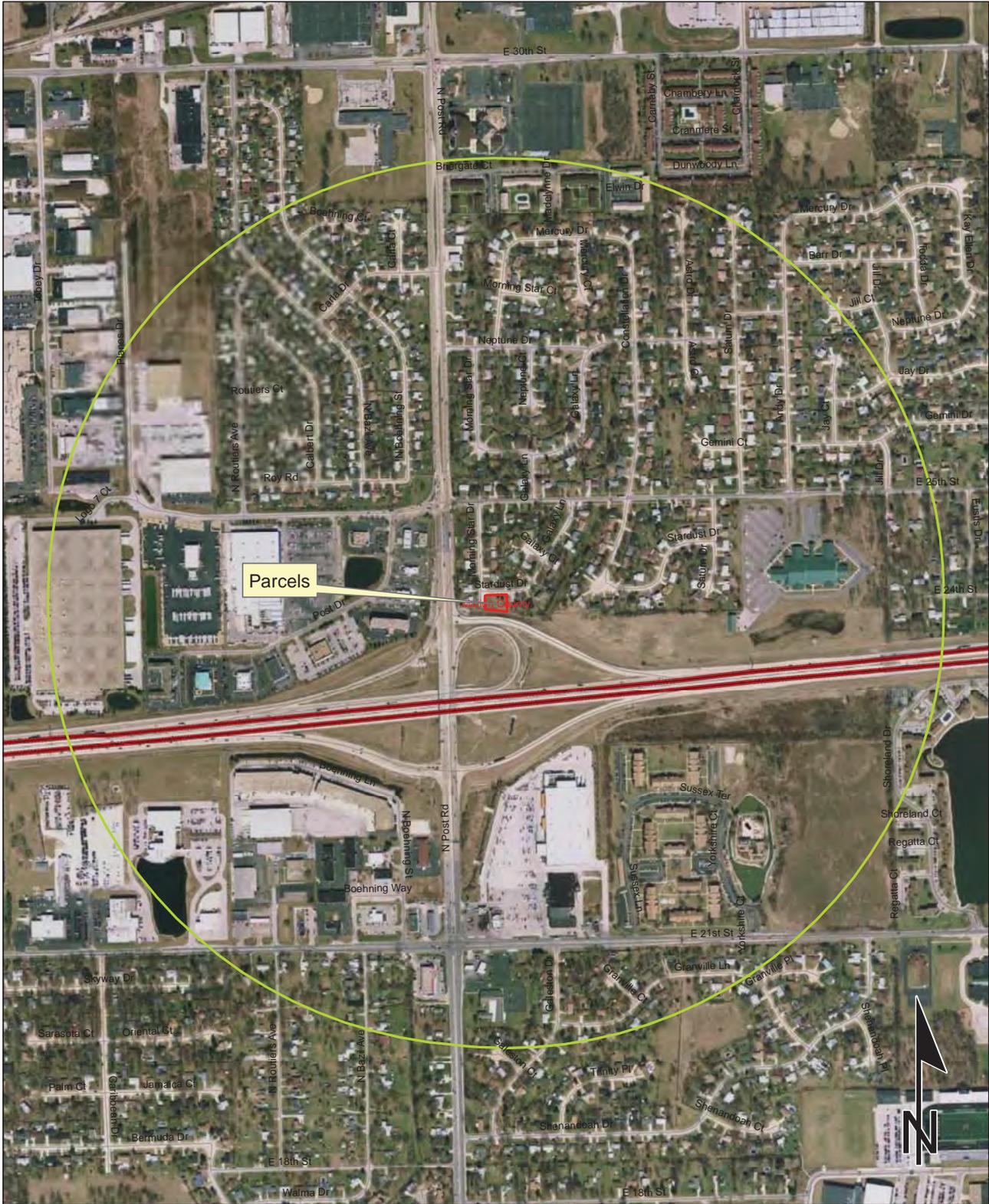


Sources: 0.1 0.05 0 0.1 Miles
Non Orthophotography
 Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
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This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

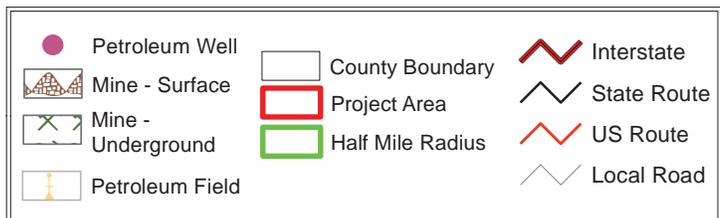
	Religious Facility		Recreation Facility		Project Area
	Religious Facility		Pipeline		Half Mile Radius
	Indiana Map		Railroad		Interstate
	Airport		Trails		State Route
	Cemeteries		Managed Lands		US Route
	Hospital		County Boundary		Local Road
	School				

Mining and Mineral Exploration - Aerial Photograph I-70 East of Post Road on Stardust Drive LA Code 3033 Parcels 3 and 4; Excess Parcel Disposal Marion County, Indiana

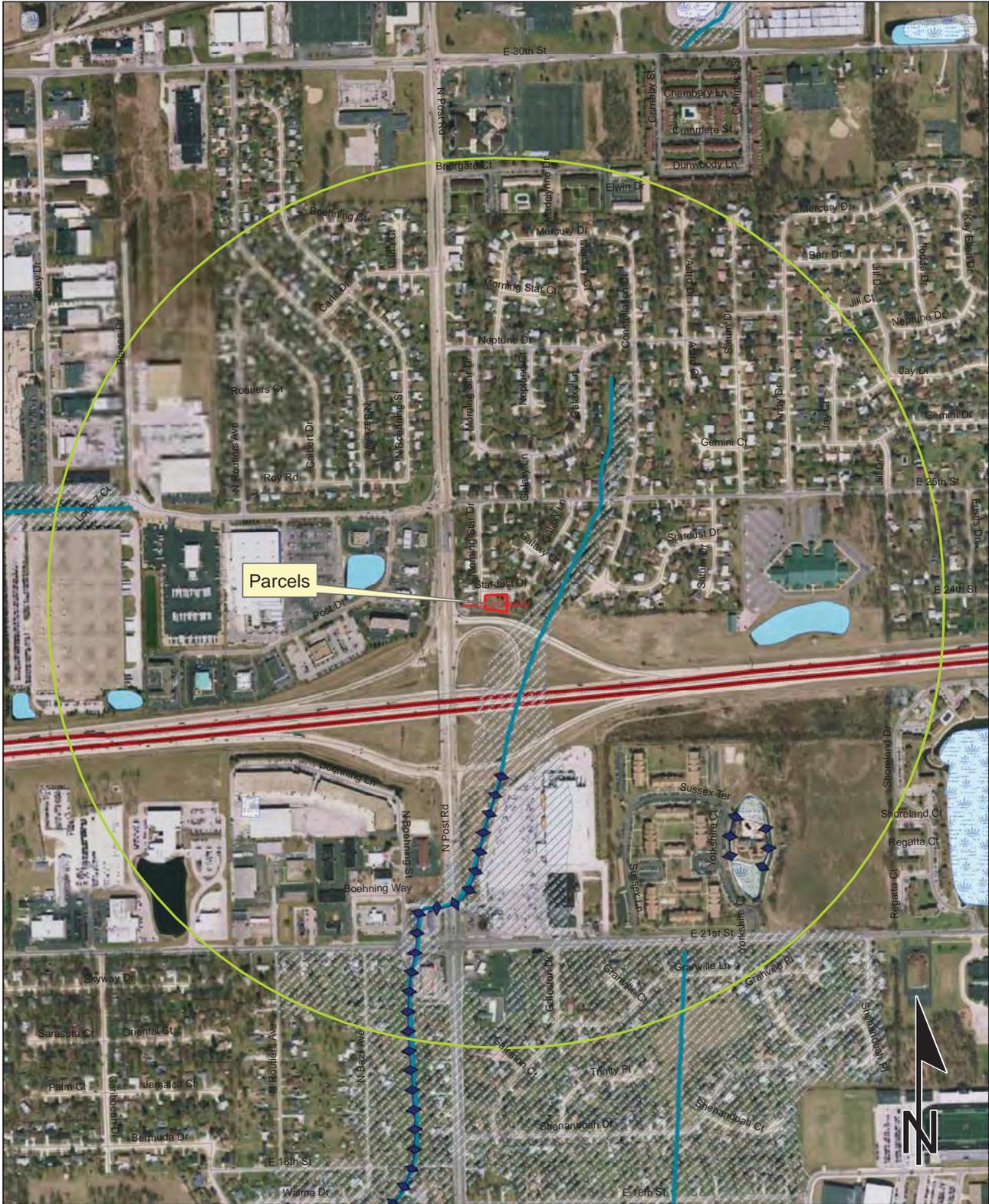


Sources:
Non Orthophotography Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N **Map Datum:** NAD83

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



Water Resources - Aerial Photograph I-70 East of Post Road on Stardust Drive LA Code 3033 Parcels 3 and 4; Excess Parcel Disposal Marion County, Indiana



Sources:
Non Orthophotography Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (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.

NWI - Point	Wetlands	Project Area
Karst Spring	Lake - Impaired	Half Mile Radius
Canal Structure - Historic	Lake	Interstate
NWI - Line	Floodplain - DFIRM	State Route
Stream - Impaired	Cave Entrance Density	US Route
River	Sinkhole Area	Local Road
Canal Route - Historic	Sinking-Stream Basin	County Boundary

Indiana County Endangered, Threatened and Rare Species List

County: Marion

Species Name	Common Name	FED	STATE	GRANK	SRANK
Mollusk: Bivalvia (Mussels)					
Epioblasma torulosa rangiana	Northern Riffleshell	LE	SE	G2T2	SX
Epioblasma triquetra	Snuffbox		SE	G3	S1
Lampsilis fasciola	Wavyrayed Lampmussel		SSC	G5	S3
Obovaria subrotunda	Round Hickorynut		SSC	G4	S1
Plethobasus cyphus	Sheepnose	C	SE	G3	S1
Pleurobema clava	Clubshell	LE	SE	G2	S1
Pleurobema plenum	Rough Pigtoe	LE	SE	G1	S1
Ptychobranhus fasciolaris	Kidneyshell		SSC	G4G5	S2
Quadrula cylindrica cylindrica	Rabbitsfoot	C	SE	G3G4T3	S1
Toxolasma lividus	Purple Lilliput		SSC	G3	S2
Venustaconcha ellipsiformis	Ellipse		SSC	G4	S2
Villosa lienosa	Little Spectaclecase		SSC	G5	S3
Insect: Lepidoptera (Butterflies & Moths)					
Hyperaeschra georgica	A Prominent Moth			G5	S2
Insect: Neuroptera					
Sisyra sp. 1	Indiana Spongilla Fly		ST	GNR	S2
Fish					
Percina evides	Gilt Darter		SE	G4	S1
Amphibian					
Rana pipiens	Northern Leopard Frog		SSC	G5	S2
Reptile					
Clemmys guttata	Spotted Turtle		SE	G5	S2
Clonophis kirtlandii	Kirtland's Snake		SE	G2	S2
Emydoidea blandingii	Blanding's Turtle		SE	G4	S2
Thamnophis butleri	Butler's Garter Snake		SE	G4	S1
Bird					
Ardea alba	Great Egret		SSC	G5	S1B
Bartramia longicauda	Upland Sandpiper		SE	G5	S3B
Botaurus lentiginosus	American Bittern		SE	G4	S2B
Buteo lineatus	Red-shouldered Hawk		SSC	G5	S3
Buteo platypterus	Broad-winged Hawk	No Status	SSC	G5	S3B
Dendroica cerulea	Cerulean Warbler		SE	G4	S3B
Falco peregrinus	Peregrine Falcon	No Status	SE	G4	S2B
Haliaeetus leucocephalus	Bald Eagle	LT,PDL	SE	G5	S2
Helmitheros vermivorus	Worm-eating Warbler		SSC	G5	S3B
Ixobrychus exilis	Least Bittern		SE	G5	S3B
Lanius ludovicianus	Loggerhead Shrike	No Status	SE	G4	S3B
Mniotilta varia	Black-and-white Warbler		SSC	G5	S1S2B

Indiana Natural Heritage Data Center
Division of Nature Preserves
Indiana Department of Natural Resources
This data is not the result of comprehensive county surveys.

Fed: LE = Endangered; LT = Threatened; C = candidate; PDL = proposed for delisting
State: SE = state endangered; ST = state threatened; SR = state rare; SSC = state species of special concern; SX = state extirpated; SG = state significant; WL = watch list
GRANK: Global Heritage Rank: G1 = critically imperiled globally; G2 = imperiled globally; G3 = rare or uncommon globally; G4 = widespread and abundant globally but with long term concerns; G5 = widespread and abundant globally; G? = unranked; GX = extinct; Q = uncertain rank; T = taxonomic subunit rank
SRANK: State Heritage Rank: S1 = critically imperiled in state; S2 = imperiled in state; S3 = rare or uncommon in state; G4 = widespread and abundant in state but with long term concern; SG = state significant; SH = historical in state; SX = state extirpated; B = breeding status; S? = unranked; SNR = unranked; SNA = nonbreeding status unranked

Indiana County Endangered, Threatened and Rare Species List

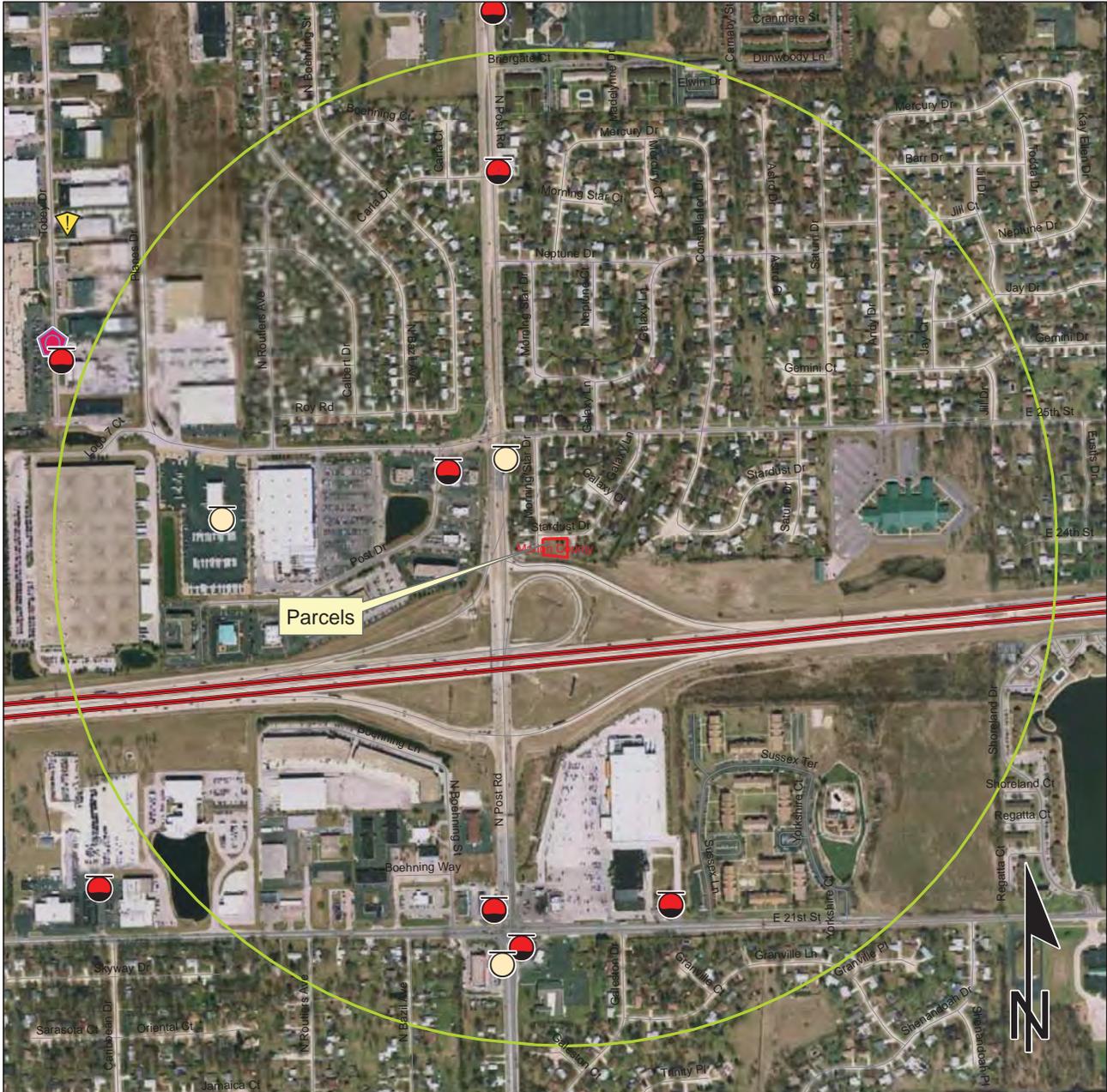
County: Marion

Species Name	Common Name	FED	STATE	GRANK	SRANK
Nycticorax nycticorax	Black-crowned Night-heron		SE	G5	S1B
Pandion haliaetus	Osprey		SE	G5	S1B
Rallus elegans	King Rail		SE	G4	S1B
Wilsonia citrina	Hooded Warbler		SSC	G5	S3B
Mammal					
Lutra canadensis	Northern River Otter		SSC	G5	S2
Lynx rufus	Bobcat	No Status	SSC	G5	S1
Myotis sodalis	Indiana Bat or Social Myotis	LE	SE	G2	S1
Taxidea taxus	American Badger		SSC	G5	S2
Vascular Plant					
Chelone obliqua var. speciosa	Rose Turtlehead		WL	G4T3	S3
Deschampsia cespitosa	Tufted Hairgrass		SR	G5	S2
Hydrastis canadensis	Golden Seal		WL	G4	S3
Juglans cinerea	Butternut		WL	G4	S3
Melanthium virginicum	Virginia Bunchflower		SE	G5	S1
Panax quinquefolius	American Ginseng		WL	G3G4	S3
Poa wolfii	Wolf Bluegrass		SR	G4	S2
Rubus odoratus	Purple Flowering Raspberry		ST	G5	S2
Trifolium stoloniferum	Running Buffalo Clover	LE	SE	G3	S1
High Quality Natural Community					
Forest - flatwoods central till plain	Central Till Plain Flatwoods		SG	G3	S2
Forest - floodplain mesic	Mesic Floodplain Forest		SG	G3?	S1
Forest - floodplain wet	Wet Floodplain Forest		SG	G3?	S3
Forest - floodplain wet-mesic	Wet-mesic Floodplain Forest		SG	G3?	S3
Forest - upland dry-mesic	Dry-mesic Upland Forest		SG	G4	S4
Forest - upland mesic	Mesic Upland Forest		SG	G3?	S3
Wetland - fen	Fen		SG	G3	S3

Indiana Natural Heritage Data Center
Division of Nature Preserves
Indiana Department of Natural Resources
This data is not the result of comprehensive county surveys.

Fed: LE = Endangered; LT = Threatened; C = candidate; PDL = proposed for delisting
State: SE = state endangered; ST = state threatened; SR = state rare; SSC = state species of special concern; SX = state extirpated; SG = state significant; WL = watch list
GRANK: Global Heritage Rank: G1 = critically imperiled globally; G2 = imperiled globally; G3 = rare or uncommon globally; G4 = widespread and abundant globally but with long term concerns; G5 = widespread and abundant globally; G? = unranked; GX = extinct; Q = uncertain rank; T = taxonomic subunit rank
SRANK: State Heritage Rank: S1 = critically imperiled in state; S2 = imperiled in state; S3 = rare or uncommon in state; G4 = widespread and abundant in state but with long term concern; SG = state significant; SH = historical in state; SX = state extirpated; B = breeding status; S? = unranked; SNR = unranked; SNA = nonbreeding status unranked

Hazardous Material Concerns - Aerial Photograph I-70 East of Post Road on Stardust Drive LA Code 3033 Parcels 3 and 4; Excess Parcel Disposal Marion County, Indiana



	Brownfield		Open Dump Waste Site		Voluntary Remediation Program Superfund
	RCRA Corrective Action Sites		Restricted Waste Site		Institutional Controls
	Confined Feeding Operation		Septage Waste Site		County Boundary
	Construction/Demolition Site		Solid Waste Landfill		Project Area
	Industrial Waste Sites		State Cleanup Site		Half Mile Radius
	Infectious/Medical Waste Site		Tire Waste Site		Interstate
	Lagoon		Waste Transfer Station		State Route
	Leaking Underground Storage Tank		RCRA Waste Treatment Storage Disposal		US Route
	Manufactured Gas Plant		Underground Storage Tank		Local Road
	NPDES Facilities				
	NPDES Pipe Locations				

0.1 0.05 0 0.1
Miles

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

HAZARDOUS MATERIALS SITE VISIT FORM

Des # LA Code 3033 Project # _____
 Road # I-70 Type of Road Project _____ Excess Parcel _____
 Description of area (either general location or exact location of parcel) Grass-covered residential lawn

Person completing this Field Check A. Lawson and K. Carmany-George

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

Notes: No items of concern were noted and no additional work is recommended.

2. **Right-of-Way Requirements:**

No New ROW Strip ROW Minor Take Whole Parcel Take Information Not Available

Notes:

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

Current Land Uses: Grass-covered lot

Previous Land Uses: Residential lot

Adjacent Land Uses: Residences

Describe any structures on the property: N/A

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

5. **Is a Phase I, Initial Site Assessment required?** Yes No



Indiana Department of Natural Resources

Frank O'Bannon, Governor
Larry D. Macklin, Director

Division of Historic Preservation
and Archaeology
402 W. Washington Street, W274
Indianapolis, IN 46204-2748
PH: 317/232-1646
FAX: 317/232-0693
dhpa@dnr.state.in.us

September 30, 1999

Curtis H. Tomak, Archaeologist
Division of Pre-Engineering & Environment
Indiana Department of Transportation
100 North Senate Avenue, Room N848
Indianapolis, Indiana 46204-2249

RE: INDOT Project STI-70-3 (119)

Dear Mr. Tomak:

We have reviewed the archaeological reconnaissance survey (Gibson & Plunkett, 07/13/99) for the proposed sale of land parcels 3 and 4 on Stardust Drive in Indianapolis, Marion County, Indiana. This review is being conducted pursuant to Indiana Code 14-21-1-14.

Based on our review, DHPA has determined that no known historic buildings, structures, districts, objects or archaeological sites listed in or eligible for inclusion in the Indiana Register of Historic Sites and Structures or the National Register of Historic Places will be affected by this project.

If you have any further questions regarding this determination, please contact the Division of Historic Preservation and Archaeology, (317) 232-1646.

Very truly yours,

Jon C. Smith
Director
Division of Historic Preservation
and Archaeology

JCS:JAM:LAS:las

CHT

ARCHAEOLOGICAL RECORDS CHECK:

INDOT Project STI-70-3(119); Proposed Sale of Land Parcels 3 and 4 on Stardust Drive, Marion County, Indiana

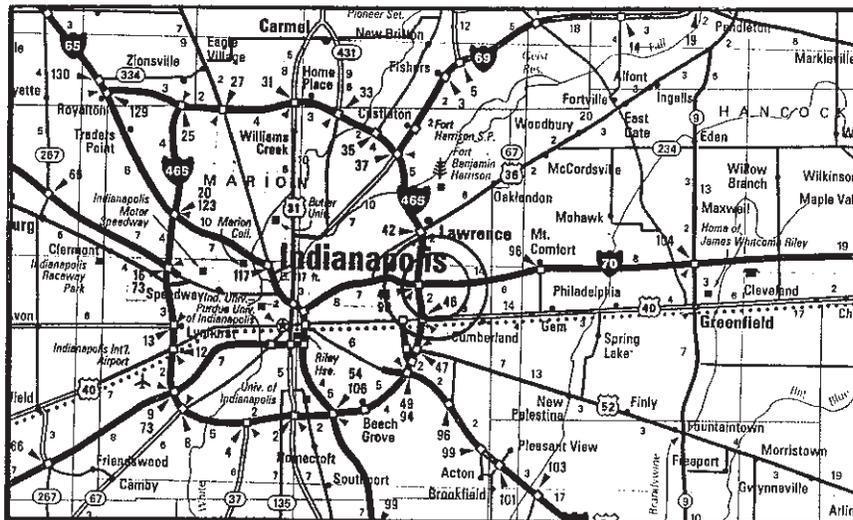
Prepared by
Jennifer L. Gibson

Jeffrey Plunkett
Principal Investigator

Prepared for:
Indiana Department of Transportation
100 North Senate Avenue
Room N755
Indianapolis, Indiana 46204-2249

July 13, 1999

Report of Investigations: 99IN0059-RCr01



LANDMARK

Archaeological and Environmental Services, Inc.
518 South Main St.
Sheridan, Indiana 46069
(317) 758-9301



Based on the information provided it appears likely that there is not a potential for significant archaeological resources within the parcels. Therefore, a Phase Ia archaeological field reconnaissance is not recommended for the project area.

Federal and State environmental provisions concerning the identification of archaeological resources have been accomplished, and it is recommended that the project be allowed to proceed as planned. This is with the understanding that if human remains, features, or midden deposits are revealed any disturbance will cease until an archaeologist is contacted, and mitigation is completed.

References

- Schneider, Allan F.,
1966 "Physiography." In *Natural Features of Indiana*, edited by Alton A. Lindsey, pp. 40-56. Indiana Academy of Science, Indianapolis.
- Sturm, Ralph and Richard Gilbert.
1978 *Soil Survey of Marion County, Indiana*. US Department of Agriculture and Purdue Agricultural Experiment Station. US Government Printing Office, Washington, DC

APPENDIX D

DISPOSAL APPROVAL

EXHIBIT "A"

Sheet 1 of 1

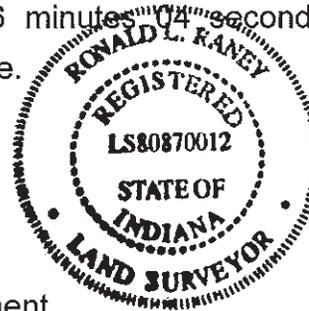
Code: 3033

Parcel: 3 Excess Land

INDOT acquired title by Warranty Deed Instrument #1996-0121552

A part of Lot 10 of Parkwood Terrace, First Section, a subdivision of part of the Southwest Quarter of Section 29, Township 16 North, Range 5 East, in Marion County, Indiana, the plat is recorded as Plat Book 31, page 353, in the Office of the Recorder of Marion County, Indiana, and being all that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked as **EXHIBIT "B"**, described as follows: Beginning at a point on the west line North 0 degrees 37 minutes 47 seconds West 43.78 feet from the southwest corner of said lot; thence continuing North 0 degrees 37 minutes 47 seconds West 52.17 feet along said west line; thence along said line Northeasterly 39.35 feet along an arc to the right and having a radius of 25.05 feet and subtended by a long chord having a bearing of North 44 degrees 22 minutes 32 seconds East and a length of 35.42 feet to the north line of said lot; thence North 89 degrees 22 minutes 51 seconds East 57.95 feet along said north line to the northeast corner of said lot; thence South 0 degrees 37 minutes 47 seconds East 83.15 feet along the east line of said lot to the northern boundary of Interstate 70 (NE Ramp); thence along said boundary Northwesterly 83.27 feet along an arc to the left and having a radius of 627.94 feet and subtended by a long chord having a bearing of North 86 degrees 32 minutes 11 seconds West and a length of 83.21 feet to the point of beginning and containing 6,444 square feet, more or less.

However, reserving unto the State of Indiana the right to control access along the 83.27-foot course described above 6,444 square feet tract. Also, beginning at the west end of the 83.27-foot course; thence West 2.52 feet along an arc to the left and having a radius of 627.94 feet and subtended by a long chord having bearing of South 89 degrees 32 minutes 58 seconds West and length of 2.52 feet; thence South 89 degrees 26 minutes 04 seconds West 47.48 feet and terminating on the west boundary of Morning Star Drive.



This description was prepared for the Indiana Department of Transportation by Ronald L. Raney, Indiana Registered Land Surveyor, License Number LS 80870012 on the 10th day of July, 2012


Ronald L. Raney

EXCESS LAND PROPERTY

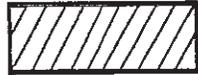
CODE: 3033

Parcel : 3 Excess Land
Road: I-70
County: Marion
Section: 29
Township: 16N.
Range: 5E.

Grantor: STATE of INDIANA
Instrument #1996-0121552, Dated 6-6-1996

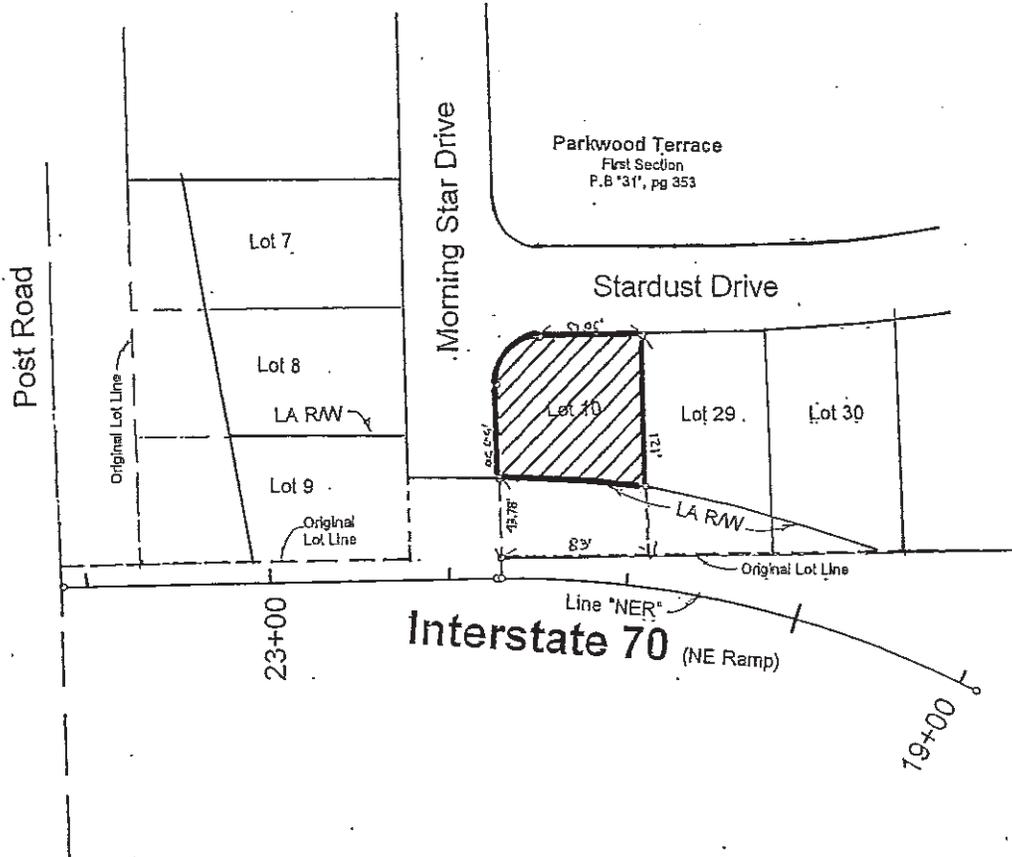
Drawn By: J.Pilk Sr. 7-6-12
Ck'd By: R.L. Raney

Scale: 1" = 100'



Hatched Area is
the Excess Land

This plat was prepared from information obtained from the Recorder's Office
and other sources which were not necessarily checked by a field survey.



Ronald L. Raney 7/6/12
Ronald L. Raney, LS80870012, Dated

EXHIBIT "A"

Code: 3033

Sheet 1 of 1

Parcel: 4 Excess Land

INDOT acquired title by Warranty Deed recorded as Instrument #1996-0162844

A part of Lot 29 of Parkwood Terrace, First Section, a subdivision of part of the Southwest Quarter of Section 29, Township 16 North, Range 5 East, in Marion County, Indiana, the plat is recorded as Plat Book 31, page 353, in the Office of the Recorder of Marion County, Indiana, and being all that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked as **EXHIBIT "B"**, described as follows: Beginning at a point on the west line North 0 degrees 37 minutes 47 seconds West 37.85 feet from the southwest corner of said lot; thence continuing North 0 degrees 37 minutes 47 seconds West 83.15 feet along said west line to the northwest corner of said lot; thence North 89 degrees 22 minutes 51 seconds East 70.00 feet along the north line of said lot to the northeast corner of said lot; thence South 0 degrees 37 minutes 47 seconds East 96.93 feet along the east line of said lot to the northern boundary of Interstate 70 (NE Ramp); thence along said boundary Northwesterly 71.39 feet along an arc to the left and having a radius of 627.94 feet and subtended by a long chord having a bearing of North 79 degrees 28 minutes 50 seconds West and a length of 71.35 feet to the point of beginning and containing 6,254 square feet, more or less.

However, reserving unto the State of Indiana the right to control access along the 71.39-foot course described above in the description of the 6,254 square feet tract.



This description was prepared for the Indiana Department of Transportation by Ronald L. Raney, Indiana Registered Land Surveyor, License Number LS 80870012 on the 10th day of July, 2012

A handwritten signature in black ink, appearing to read "Ronald L. Raney", written over a horizontal line.

Ronald L. Raney

EXCESS LAND PROPERTY

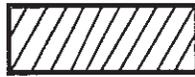
CODE: 3033

Parcel : 4 Excess Land
Road: I-70
County: Marion
Section: 29
Township: 16N.
Range: 5E.

Grantor: STATE of INDIANA
Instrument #1996-0162844, Dated 4-25-1996

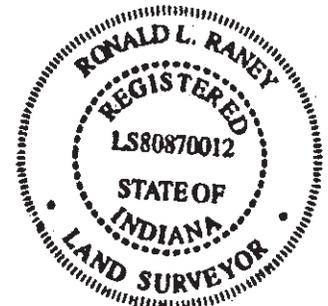
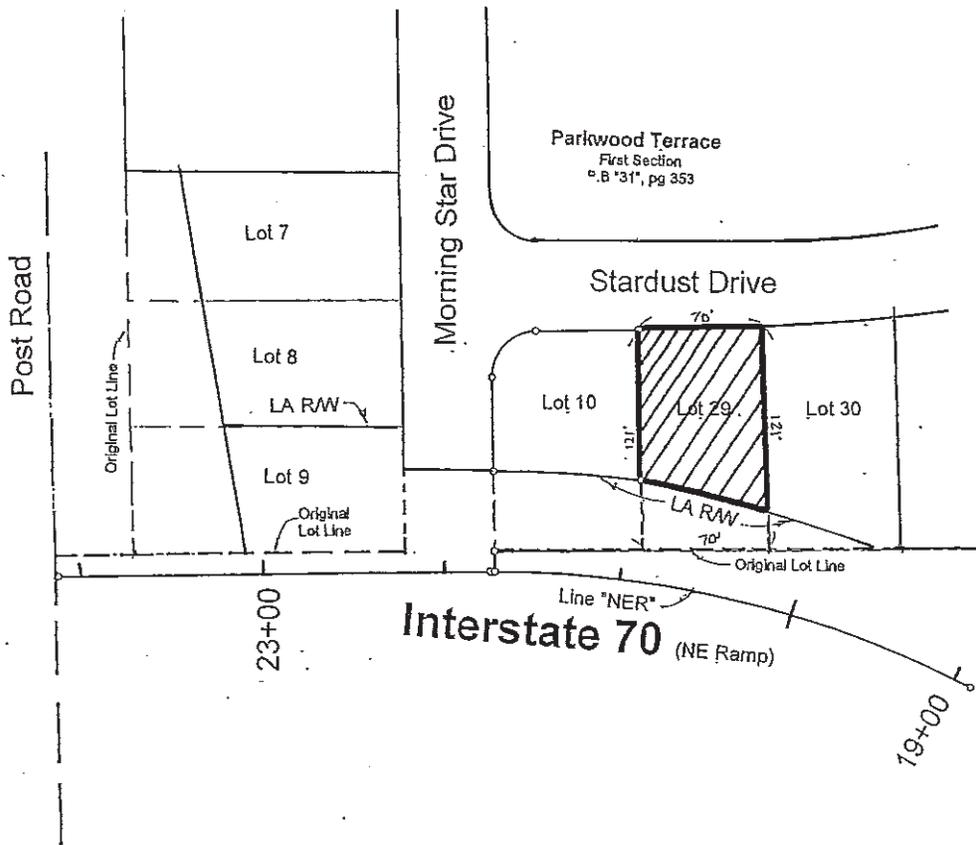
Drawn By: J.Pilk Sr. 7-10-12
CK'd By: R.L. Raney

Scale: 1" = 100'



Hatched Area is
the Excess Land

This plat was prepared from information obtained from the Recorder's Office
and other sources which were not necessarily checked by a field survey.



Ronald L. Raney
Ronald L. Raney, LS80870012, Dated

Indianapolis, IN - Google Maps - Windows Internet Explorer

http://maps.google.com/

File Edit View Favorites Tools Help

INDOT Human Resources M... Suggested Sites Best of the Web Channel Guide

Indianapolis, IN - Google Maps

+You Search Images Maps Play YouTube News Gmail Documents Calendar More

Indianapolis, IN

EXCESS LAND-2401 N. MORNING STAR DR. - INDOT

EXCESS LAND - 9033 EAST STARDUST DRIVE - INDOT

INDOT R/W

Stardust Dr

9000

2410

100 ft
50 m

N Postle

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APPENDIX E

STATE EA DOCUMENT

INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Indianapolis, Indiana 46204

Predicted Dates:

Commencement: NA

Completion: NA

Projected Cost: NA

Preparing Body (i.e. Agency, Grantee, Contractor): INDOT, Greenfield District
32 S. Broadway
Greenfield, IN

I. Background Information

1. Give a brief description of the proposed actions(s) and describe how your agency is involved in the action.

INDOT proposes to dispose of (sale) two excess parcels in the southeast corner of Morning Star Drive and Stardust Drive, just north of the I-70 westbound ramp to Post Road. The parcels are in Section 29, Township 16 North, and Range 5 East as shown on the USGS 7.5' Indianapolis East, Indiana topographic quadrangle. The parcels total approximately 0.29 acres. This action will not involve excavation, construction, or demolition activities of any kind. Therefore, impacts to the surrounding environment will not occur.

2. Describe the geographical area or areas which will be affected by the action(s), including distinguishing natural and man-made characteristics and a brief description of the present use of the area or areas.

The land was acquired in 1996 during a project to alter the I-70 and Post Road interchange. I-70 is located south of the parcels, and the remaining areas surrounding the parcels are residential. INDOT has determined that the parcels are excess and has no plans to use them in the near future. Historic aerial documentation of the parcels shows they were in agricultural use or were open lots without improvements until 1962. The 1996 purchase documents list the lots and improvements; therefore, it is likely that homes were constructed on these lots after 1962 and were removed during the interchange improvement project. INDOT determined that this surplus right of way (R/W) will not be needed within the near future and has thus decided to sell the excess R/W to a prospective buyer.

II. Assessment of Environmental Impact

Answer the following questions by placing a check in the appropriate space; consider both short and long term impact. Wherever "yes" is checked, indicate on the lines below the question the nature of the effect.

1. Could the action(s) adversely affect the use of a recreational area or area of important aesthetic value?

Short Term		Long Term	
Yes	No	Yes	No
	X		X

2. Are any of the natural or man-made features which may be affected in the area(s) unique; that is, not found in other parts of the state or nation?

Short Term		Long Term	
Yes	No	Yes	No
	X		X

3. Could the action(s) adversely affect an historical or archaeological structure or site?

Short Term		Long Term	
Yes	No	Yes	No
	X		X

4. Could the action(s) adversely affect fish, wildlife, or plant life?

Short Term		Long Term	
Yes	No	Yes	No
	X		X

5a. Have any fish, mammals or plant species on the rare or endangered list been sighted (*sic*) in the affected area(s)?

Short Term		Long Term	
Yes	No	Yes	No
	X		X

5b. Will those sighted (*sic*) be adversely affected?

Short Term		Long Term	
Yes	No	Yes	No
	X		X

6. Could the actions(s) change existing features of any of the state's fresh waters or wetlands?

Short Term		Long Term	
Yes	No	Yes	No
	X		X

7. Could the action(s) change existing features of any of the state's beaches?

Short Term		Long Term	
Yes	No	Yes	No
	X		X

8. Could the action(s) result in the elimination of significant acreage of land presently utilized for agricultural or forestry purposes?

Short Term		Long Term	
Yes	No	Yes	No
	X		X

9. Will the action(s) require certification, authorization or issuance of a permit by any local, state or federal environmental control agency?

Short Term		Long Term	
Yes	No	Yes	No
	X		X

10. Will the action(s) involve the application, use or disposal of potentially hazardous materials?

Short Term		Long Term	
Yes	No	Yes	No
	X		X

11. Will the action(s) involve construction of facilities in a flood plain?

Short Term		Long Term	
Yes	No	Yes	No
	X		X

12. Could the action(s) result in the generation of a significant level of noise?

Short Term		Long Term	
Yes	No	Yes	No
	X		X

13. Could the action(s) result in the generation of significant amounts of dust?

Short Term		Long Term	
Yes	No	Yes	No
	X		X

14. Could the action(s) result in a deleterious effect on the quality of the air?

Short Term		Long Term	
Yes	No	Yes	No
	X		X

15. Could the action(s) result in a deleterious effect on the quality or quantity of any portion of the state's water resources? (If yes, indicate whether surface, ground water, offshore.)

Short Term		Long Term	
Yes	No	Yes	No
	X		X

16. Could the action(s) affect an area of important scenic value?

Short Term		Long Term	
Yes	No	Yes	No
	X		X

17. Could the action(s) result in increased congestion and/or traffic in an already congested area or in an area incapable of absorbing increase?

Short Term		Long Term	
Yes	No	Yes	No
	X		X

18. Could the action(s) require a variance from or result in a violation of any statute, ordinance, by-law, regulation or standard, the major purpose of which is to prevent or minimize damage to the environment?

Short Term		Long Term	
Yes	No	Yes	No
	X		X

19. Could the action(s) result in any form of adverse environmental impact not included in the above questions? (If yes, identify the impacted resource or area)

Short Term		Long Term	
Yes	No	Yes	No
	X		X

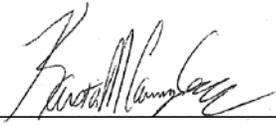
III. Statement of No Significant Environmental Effects

A “Yes” answer in the “Long Term” column in section II indicates that the action may cause significant environmental impact, and that an EIA will probably be required. If you have answered “Yes” to any of the questions, the effect of which is not clearly beneficial, but still think the action will cause no significant adverse environmental impact indicate your reasons below.

IV. Conclusions

Place a check in the appropriate box.

1. (X) It has been determined that the action will not cause a significant adverse environmental impact. No EIS will be prepared.
2. () It has been determined that the action may cause a significant adverse environmental impact. An EIS will be prepared by _____NA_____ (approx. date)

Signature of Preparing Officer 

Title Environmental Manager II

Address 32 S. Broadway, Greenfield, IN

Telephone 317-467-3491

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: _____