

# 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 3098 – 18, SR 162, Spencer 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:

## EXHIBIT "A"

Project: NH-075-3(018)

Sheet 1 of 1

Code: 3098

Parcel: 18 (Excess Land)

Fee Simple

A part of Five (5) acres off of the entire West side of the South Half of the Southwest Quarter of the Southwest Quarter of Section 33, Township 4 South, Range 5 West, Spencer County, Indiana (as described in D.R. 171, Pg. 514); and being that part thereof lying outside of the Limited Access Right-of-Way Lines and depicted as "EXCESS LAND" on the attached Right-of-Way Parcel Plat marked (EXHIBIT "B"), described as follows:

Commencing at the southwest corner of said Section 33 (said point being designated as "5100" on said Plat); thence concurrent with the west line of said section, North 00 degrees 48 minutes 50 seconds East, a distance of 54.136 meters (177.61 feet) to the intersection with the line formed between the points designated "3034" & "3035" on said Plat, and the POINT OF BEGINNING; thence continuing along said line, North 00 degrees 48 minutes 50 seconds East, a distance of 147.032 meters (482.39 feet) to the northwest corner of said half-quarter-quarter section; thence concurrent with the north line of said half-quarter-quarter section, South 89 degrees 55 minutes 58 seconds East, a distance of 59.004 meters (193.58 feet) to the intersection with the line formed between the points designated as "3036" & "3037" on said Plat; thence South 18 degrees 18 minutes 14 seconds West, a distance of 66.374 meters (217.76 feet) to the point designated "3036" on said Plat; thence South 00 degrees 28 minutes 26 seconds East, a distance of 50.000 meters (164.04 feet) to the point designated "3035" on said Plat; thence South 50 degrees 09 minutes 10 seconds West, a distance of 52.960 meters (173.75 feet) to the POINT OF BEGINNING; said described tract containing 0.5754 Hectares (1.422 Acres), more or less.

[This description is subject to any and all easements, rights of way, covenants, or restrictions; recorded or observable; including (but not limited to) the Limited Access Provision set forth per Instrument # 2003R-06685]



*This description was prepared for the Indiana Department of Transportation by Richard Paul Croix Hodges, Indiana RLS # 20400026, this 28<sup>th</sup> day of December, 2012.*

  
Richard Paul Croix Hodges, 12/28/2012

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







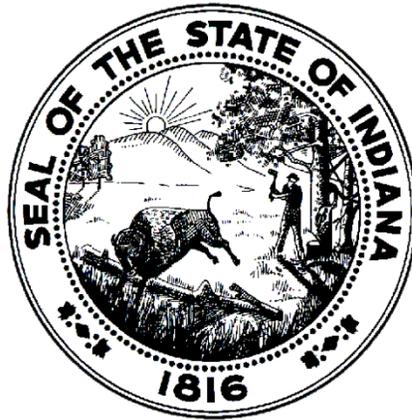
EXHIBIT D

# Categorical Exclusion 1 – Environmental Report

LA 3098 Parcel 18

DES 9191365

Spencer County, Indiana



Prepared by: Kristy M. Wright

Environmental Manager II

Indiana Department of Transportation

3650 US Hwy. 41 South

Vincennes, IN 47591

LA 3098- Parcel 18  
DES 9191365  
Spencer County Indiana  
Excess Parcel Clearance

- Attachment 1 Project Location Map
- Attachment 2 Red Flag Investigation Report
- Attachment 3 Archeological Short Report
- Attachment 4 IDNR Letter of Agreement
- Attachment 5 Other Maps and Documents

<b>CATEGORICAL EXCLUSION LEVEL 1 FORM</b>	<b>Date:</b> July 2, 2012
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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

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

  
 Environmental Scoping Manager or  
 Environmental Policy Manager
 

 7/2/12  
 Date

PROJECT INFORMATION			
<b>Project Number, County, Route</b>	LA 3098, Parcel 18, Spencer County, Indiana	<b>Des Number</b>	9191365
<b>Project Description</b>	<p>The above referenced location has been declared as excess property by the State of Indiana, owner. The location was reviewed to identify any potential sources of risk or liability on the subject property regarding environmental and archeological sources.</p> <p style="color: red; font-size: small;">Attachment 1 – Project Location Map Attachment 5 – Other Maps and Documents</p>		
<b>Purpose and Need for Action:</b>	<p>The purpose of this categorical exclusion environmental document is to clear the excess right-of-way parcel(s) in preparation for sale. Parcel 18 is near US 231 in Spencer County, Indiana. The sale of the excess land will relieve INDOT of the cost for maintaining the parcel and will provide income from the sale to the State of Indiana.</p>		
<b>Alternatives Considered:</b>	<p>The do-nothing alternative was considered but rejected, since it would meet neither the purpose nor need of the project.</p>		
<b>Project Termini:</b>			
<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>	INDOT	<b>Project Length</b>	n/a

Name and organization of CE Level 1 Preparer:: Kristy Wright, EM II - INDOT, Vincennes District

<b>SCOPE OF THE PROPOSED ACTION</b>		
<b>Public Involvement</b>	No: <input checked="" type="checkbox"/>	Possible:
Comments:	No public controversy is expected. Any applicable public involvement procedures will be followed.	
<b>Relocation of residences/businesses/etc.*</b>	No: <input checked="" type="checkbox"/>	Possible:
Comments:	No structures will be acquired under this project. No relocations will be necessary.	
<b>Right-of-way in acres (permanent and temporary)*</b>	No: <input checked="" type="checkbox"/>	Possible:
Comments:	No new right-of-way will be acquired as part of this project.	
<b>Added through-traffic lanes – length*</b>	No: <input checked="" type="checkbox"/>	Possible:
Comments:	No through-lanes will be added.	
<b>Permanent alteration of local traffic pattern*</b>	No: <input checked="" type="checkbox"/>	Possible:
Comments:	There will be no alteration of local traffic patterns.	
<b>Facility on new location or realignment*</b>	No: <input checked="" type="checkbox"/>	Possible:
Comments:	There will be no new alignment or realignment of existing roads.	
<b>Disruption to public facilities/services (such as schools, emergency service)</b>	No: <input checked="" type="checkbox"/>	Possible:
Comments:	There will be no disruption for public facilities or of public services.	
<b>Involvement with existing bridge(s) (Include structure number(s))</b>	No: <input checked="" type="checkbox"/>	Possible:
Comments:	There are no existing bridges.	
<b>INVOLVEMENT WITH RESOURCES</b>		
<b>Watercourses Impacted (linear feet)</b>	No: <input checked="" type="checkbox"/>	Possible:
Comments:	There will be no construction in waterways as part of this project	
<b>Other Surface Waters (such as ponds, lakes, reservoirs, in acres)</b>	No: <input checked="" type="checkbox"/>	Possible:
Comments:	There will be no construction in water bodies as part of this project.	
<b>Wetlands (acres)*</b>	No: <input checked="" type="checkbox"/>	Possible:
Comments:	Four (4) NWI wetland lines are located to the north-northeast of the property. They should not impact the sale of this parcel. There will be no adverse impacts to wetlands as part of this project. <a href="#">Attachment 2– Red Flag Investigation Report</a>	

<b>SCOPE OF THE PROPOSED ACTION</b>		
<b>Disturbance of Terrestrial Habitat (acres)</b>	No: <b>X</b>	Possible:
Comments:	There will be no construction which adversely affects habitat as part of this project.	
<b>Karst Features</b>	No: <b>X</b>	Possible:
Comments:	There are no karst features present in Spencer county, nor is it part of the Karst MOU.	
<b>Threatened and Endangered Species Present/Impacted*</b>	No: <b>X</b>	Possible:
Comments:	Research into the Indiana Heritage database revealed no State or Federal threatened or endangered species within a one half mile radius of the subject parcel. <i>Attachment 2 – Red Flag Investigation Report</i>	
<b>Impacts to Sole Source Aquifer*</b>	No: <b>X</b>	Possible:
Comments:	Indiana currently has only one sole source aquifer, the St. Joseph Aquifer System, located in northern Indiana. The St. Joseph Aquifer System serves as the “sole or principal source” of drinking water for some residents in Elkhart, St. Joseph, LaGrange, Noble, and Kosciusko Counties. There is no known Sole Source Aquifer located in the Spencer County, Indiana.	
<b>Flood Plains (note transverse or longitudinal impact)</b>	No: <b>X</b>	Possible:
Comments:	The project does not encroach upon a regulatory floodplain as determined from FEMA flood plain maps. Therefore, it does not fall within the guidelines for the implementation of 23 CFR 65, 23 CFR 771, and 44 CFR. <i>Attachment 2– Red Flag Investigation Report – Water Resources Map</i>	
<b>Farmland (acres)</b>	No: <b>X</b>	Possible:
Comments:	This project is not of a type that would impact farmland. The completion of the NRCS-AD 1006 or NRCS-CPA-106 is not required.	
<b>Cultural Resources (Section 106)*</b>	No: <b>X</b>	Possible:
Comments:	This parcel was investigated for archeological and historical significance by a representative of the Indiana Department of Natural Resources, Division of Historic Preservation and Archeology. Upon completion of the archeological records check and a Phase 1a archaeological reconnaissance, the determination was made of no historical sites or structures located within the parcel. No impacts to historical or archeological areas will be caused by the sale of this parcel. This decision was supported by the IDEM Historic Preservation Officer. <i>Attachment 3 – Indiana Archeological Short Report</i> <i>Attachment 4 – IDNR letter of agreement</i>	

<b>SCOPE OF THE PROPOSED ACTION</b>		
<b>Section 4(f) and Section 6(f) Resources *</b>		No: <b>X</b> Possible:
Comments:	Although there may be Section 4(f) or 6(f) resources near the project, none of the resources will be adversely affected from the sale of this parcel. <i>Attachment 3 – Indiana Archeological Short Report</i>	
<b>Air Quality Non-attainment Area</b>		No: <b>X</b> Possible:
Comments:	This project is not of air quality concern and will have no impact on air quality.	
<b>Noise Analysis Required*</b>		No: <b>X</b> Possible:
Comments:	This project is not of noise analysis concern and will have no impact on noise levels.	
<b>Community/Economic Impacts</b>		No: <b>X</b> Possible:
Comments:	No negative impacts are anticipated for the established communities.	
<b>Environmental Justice</b>		No: <b>X</b> Possible:
Comments:	No persons, homes, farms or businesses will be relocated. No properties will be acquired. Therefore no environmental justice analysis is required.	
<b>Hazardous Materials</b>		No: <b>X</b> Possible:
Comments:	There are no hazardous materials concerns on the subject parcel or in the one half mile buffer area. <i>Attachment 2 – Red Flag Investigation Report</i>	
		No: <b>x</b> Possible:
Comments:	Permits are not required for the sale of excess land parcels.	

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

<b>ENVIRONMENTAL COMMITMENTS:</b>
<p>If any archaeological artifacts or human remains are uncovered during construction, federal law and regulations (16 USC 470, et seq.; 36 CFR 800.11, et al.) and State Law (IC 14-21-1) require that work must stop immediately and that the discovery must be reported to the Division of Historic Preservation and Archaeology in the Indiana Department of Natural Resources within 2 business days. INDOT’s Cultural Resources Section in Environmental Services shall also be notified. (Required)</p>
<p>If any potential hazardous materials are discovered during construction the IDEM Spill Line should be notified with details of the discovery within 24 hours. INDOT Environmental Services, Hazardous Materials Unit, should then be contacted to organize the proper handling and disposal of the material to be in accordance with the IDEM guidelines. (Required)</p>
<p>If any scope changes take place, the Vincennes Capital Program Management Office shall be consulted. A scope change could cause this environmental document to no longer be valid. (INDOT – Required)</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

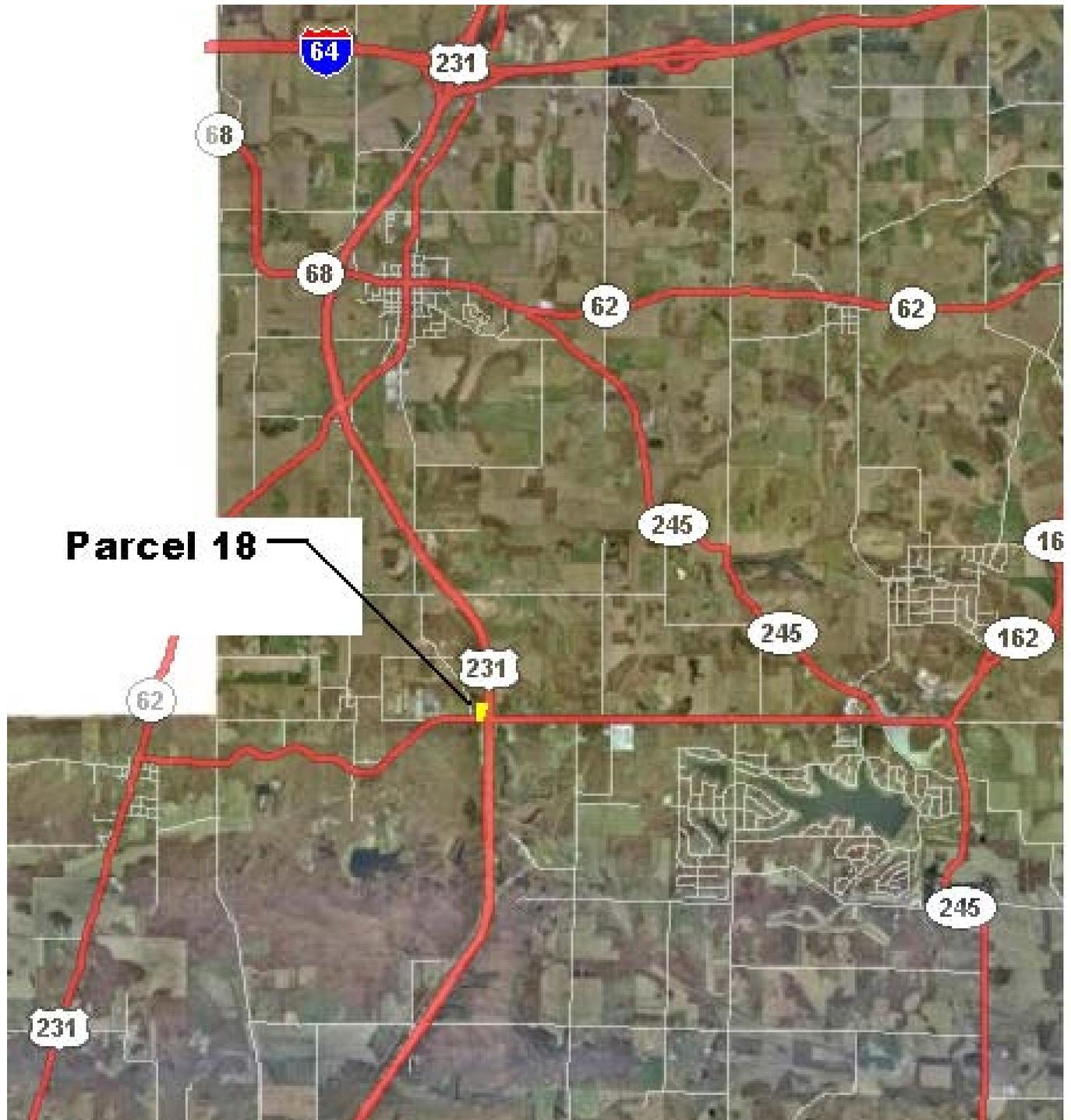
<sup>6</sup>Environmental Services

LA 3098- Parcel 18  
DES 9191365  
Spencer County Indiana  
Excess Parcel Clearance

# Attachment 1

## Project Location Map





LA 3098- Parcel 18  
DES 9191365  
Spencer County Indiana  
Excess Parcel Clearance

## Attachment 2

### Red Flag Investigation Document



# 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: May 10, 2012

To: Kristy Wright, CCIS  
Environmental Manager  
Indiana Department of Transportation  
Vincennes District  
3650 US Highway 41 South  
Vincennes, IN 47591  
[Kwright@indot.in.gov](mailto:Kwright@indot.in.gov)

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

Re: RED FLAG INVESTIGATION  
LA 3098  
Excess Parcel, US 231  
Lincoln City, Spencer County, Indiana

## NARRATIVE

This RFI is being performed for the sale of an excess parcel. The subject parcel was acquired by INDOT in 2003 for right-of-way purposes for DES 9161365. The subject parcel, which is shown on the attached map, is approximately one (1) acre, as measured from an aerial photograph, and is located east of the existing permanent right-of-way for SR 231 South in Spencer County. INDOT has decided that this surplus land will not be needed for right-if-way or other transportation purposes within a reasonable time in the future.

## 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	<b>7</b>	Airports	<b>N/A</b>
Cemeteries	<b>1</b>	Hospitals	<b>N/A</b>
Railroads	<b>1</b>	Recreational Facilities	<b>2</b>
Religious Facilities	<b>N/A</b>	Schools	<b>2</b>
Trails	<b>2</b>	Pipelines	<b>3</b>
Managed Lands	<b>1</b>		

## EXPLANATION

Other road projects: Seven (7) road projects are located within ½ mile of the subject parcel. Three (3) of the projects are closed and the other projects involve activities with US 231. These projects should not impact the sale of the subject parcel.

Cemeteries: Richardson Cemetery is located a little less and ½ mile to the north-northwest and should not impact the sale of the subject parcel.

Recreational Facilities: Heritage Hills Middle and High Schools are located approximate 1/3 mile to the west of the subject parcel and should not impact the sale of the subject parcel.

Pipelines: Three (3) pipelines owned by Community Natural Gas appear to be part of the same system. These pipelines are located to the south and should not impact the sale of the subject parcel.

Railroads: Hoosier Southern Railroad is located approximately ½ mile to the southwest and should not impact the sale of the subject parcel.

Trails: Four (4) trails, which include the John Carter and Santa Claus-Lincoln Discovery Trails, run east to west and pass just south of the subject property. These trails should not impact the sale of the subject parcel.

Managed Lands: Lincoln State Park is located immediately to south-southwest across SR 162 and should not impact the sale of the subject parcel.

<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	<b>N/A</b>	Canal Structures – Historic	<b>N/A</b>
NWI Wetland Lines	<b>4</b>	Floodplain-DFIRM	<b>1</b>
NWI Wetland Polygons	<b>7</b>	NWI Wetland Points	<b>N/A</b>
Rivers & Streams	<b>8</b>	Lakes	<b>7</b>
IDEM 303d Listed Rivers and Streams	<b>N/A</b>	IDEM 303d Listed Lakes	<b>N/A</b>
Cave Entrance Density	<b>N/A</b>	Sinkhole Areas	<b>N/A</b>
Karst Springs	<b>N/A</b>	Sinking-Stream Basins	<b>N/A</b>

## EXPLANATION

NWI Wetland Lines: Four (4) NWI wetland lines are located to the north-northeast and should not impact the sale of the subject parcel.

Rivers and Streams: Eight (8) streams (2 perennial, 4 intermittent, and 2 artificial paths) are located .2 mile or more away from the subject parcel and should not impact the sale of the subject parcel.

NWI Wetland Polygons: Seven (7) wetlands are located .15 mile or more away from the subject parcel and should not impact the sale of the subject parcel.

Lakes: Seven (7) perennial lakes/ponds are located .15 mile or more away from the subject parcel and should not impact the sale of the subject parcel.

<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	<b>N/A</b>	Petroleum Fields	<b>N/A</b>
Mines – Surface	<b>2</b>	Mines – Underground	<b>1</b>

**EXPLANATION**

Mines – Surface: Two (2) surface mines, which have both been inactive for over fifty (50) years, are located to the southeast of the subject parcel and should not impact the sale of the subject parcel.

Mines – Underground: One (1) underground mine, which has been closed since 1959, is located less than .2 mile to the south of the subject parcel and should not impact the sale of the subject parcel.

**Ecological Information**

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

- 3 aquatic species, 3 terrestrial species (3 vertebrate/0 invertebrate), 4 avian species, and 27 vascular plants from the state list
- 0 aquatic species, 2 terrestrial species (2 vertebrate/0 invertebrate), 1 avian species, and 0 vascular plants from the federal list
- X# of state and or federal habitats listed

Research into the Indiana Heritage database revealed no state or Federal ETR species within a ½ mile radius of the subject parcel. If Early Coordination was completed prior to submission of the red flag for review and IDNR has commented, those comments can be included in place of the above process.

**Cultural Resources**

A review by INDOT Cultural Resources indicates that the nearest listed resource is the Lincoln Boyhood National Memorial National Historic Landmark, which according to GIS mapping estimates, is located approximately 0.85 mile to the southwest. The Cultural Resources review also indicated that the sale of the subject parcel is an activity that does not have the potential to cause effects on any above-ground resources eligible for or listed in the National Register. As for archeological resources, a Phase 1a Reconnaissance was conducted for the subject parcel. Both activities were submitted to the SHPO for review, and a response will be forwarded when received.

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

**EXPLANATION**

There are no hazardous materials concerns on the subject parcel or in the ½ mile buffer.

**RECOMMENDATIONS**

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

INFRASTRUCTURE: N/A

WATER RESOURCES: N/A

MINING/MINERAL EXPLORATION: N/A

ECOLOGICAL INFORMATION: Research into the Indiana Heritage database revealed no state or Federal ETR species within a ½ mile radius of the subject parcel. If Early Coordination was completed prior to submission of the red flag for review and IDNR has commented, those comments can be included in place of the above process.

CULTURAL RESOURCES: The Cultural Resources review also indicated that the sale of the subject parcel is an activity that does not have the potential to cause effects on any above-ground resources eligible for or listed in the National Register. As for archeological resources, a Phase 1a Reconnaissance was conducted for the subject parcel. Both activities were submitted to the SHPO for review, and a response will be forwarded when received.

HAZMAT CONCERNS: N/A

Supervisory concurrence:

A handwritten signature in black ink, reading "Kenneth Hill, LIG", is written over a horizontal line.

Prepared by:

Marlene Mathas, CHMM  
Hazardous Material Team Lead  
INDOT Environmental Services

**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

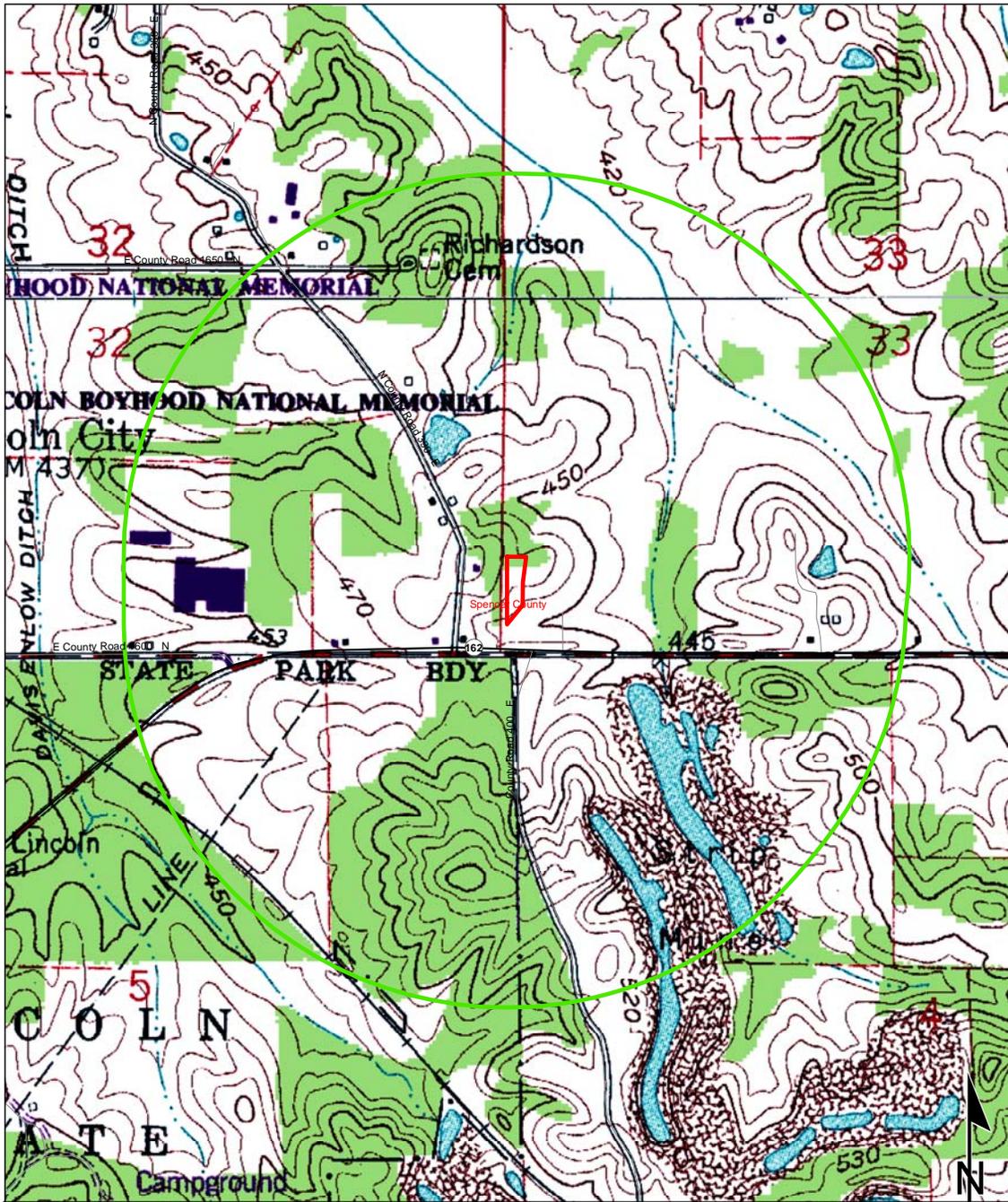
INFRASTRUCTURE: YES

WATER RESOURCES: YES

MINING/MINERAL EXPLORATION: YES

HAZMAT CONCERNS: N/A

Red Flag Investigation - Project Location Map  
 US 231  
 LA 3098, Parcel 18, Excess Parcel  
 Spencer County, Indiana



Miles  
 0 0.05 0.1 0.2

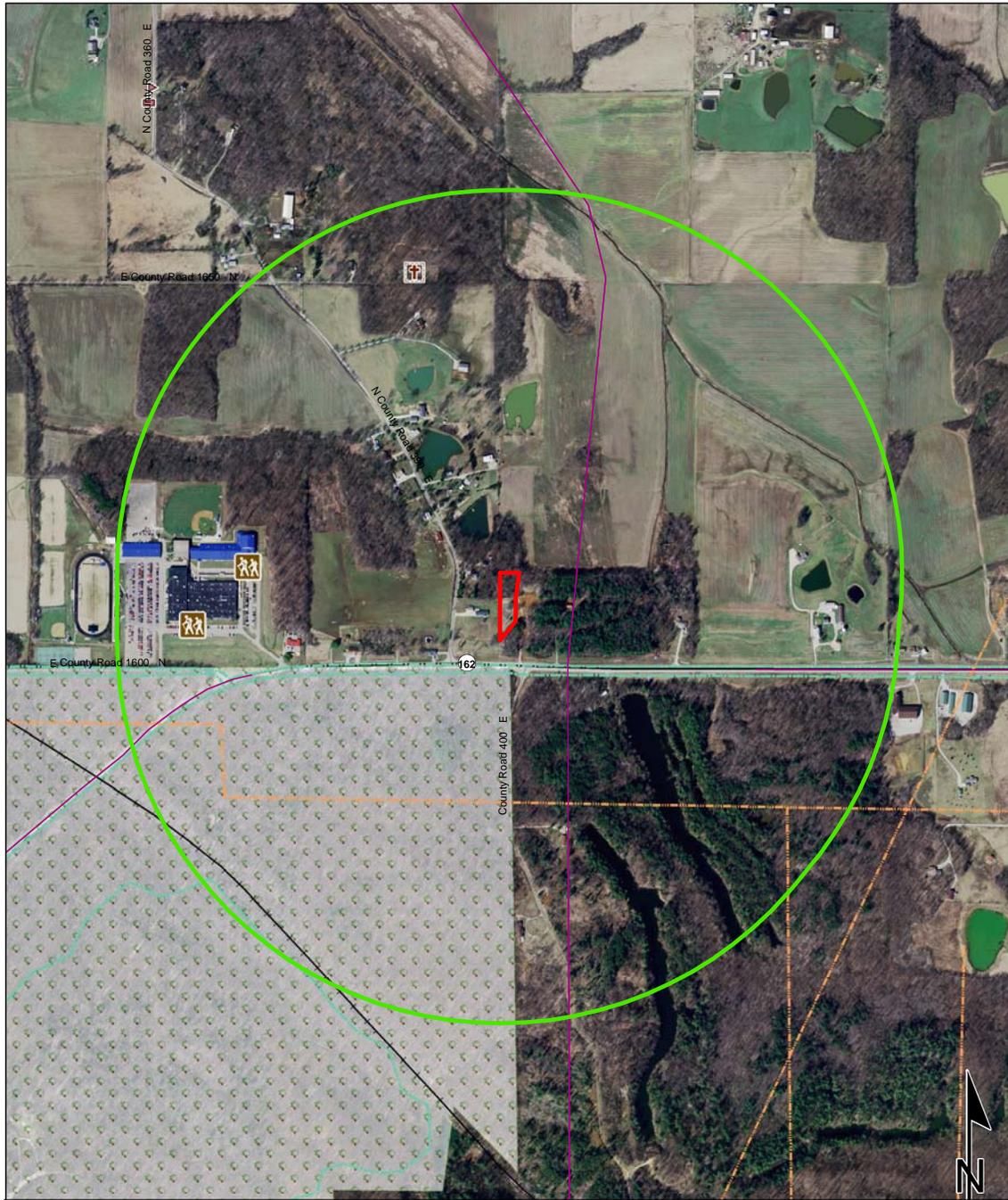
This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

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

SANTA CLAUS QUADRANGLE  
 INDIANA-SPENCER COUNTY  
 7.5 MINUTE SERIES (TOPOGRAPHIC)  
 1960  
 PHOTOREVISED 1980

Project Area  
 Half Mile Radius

Red Flag Investigation - Infrastructure Map  
 US 231  
 LA 3098, Parcel 18, Excess Parcel  
 Spencer County, Indiana



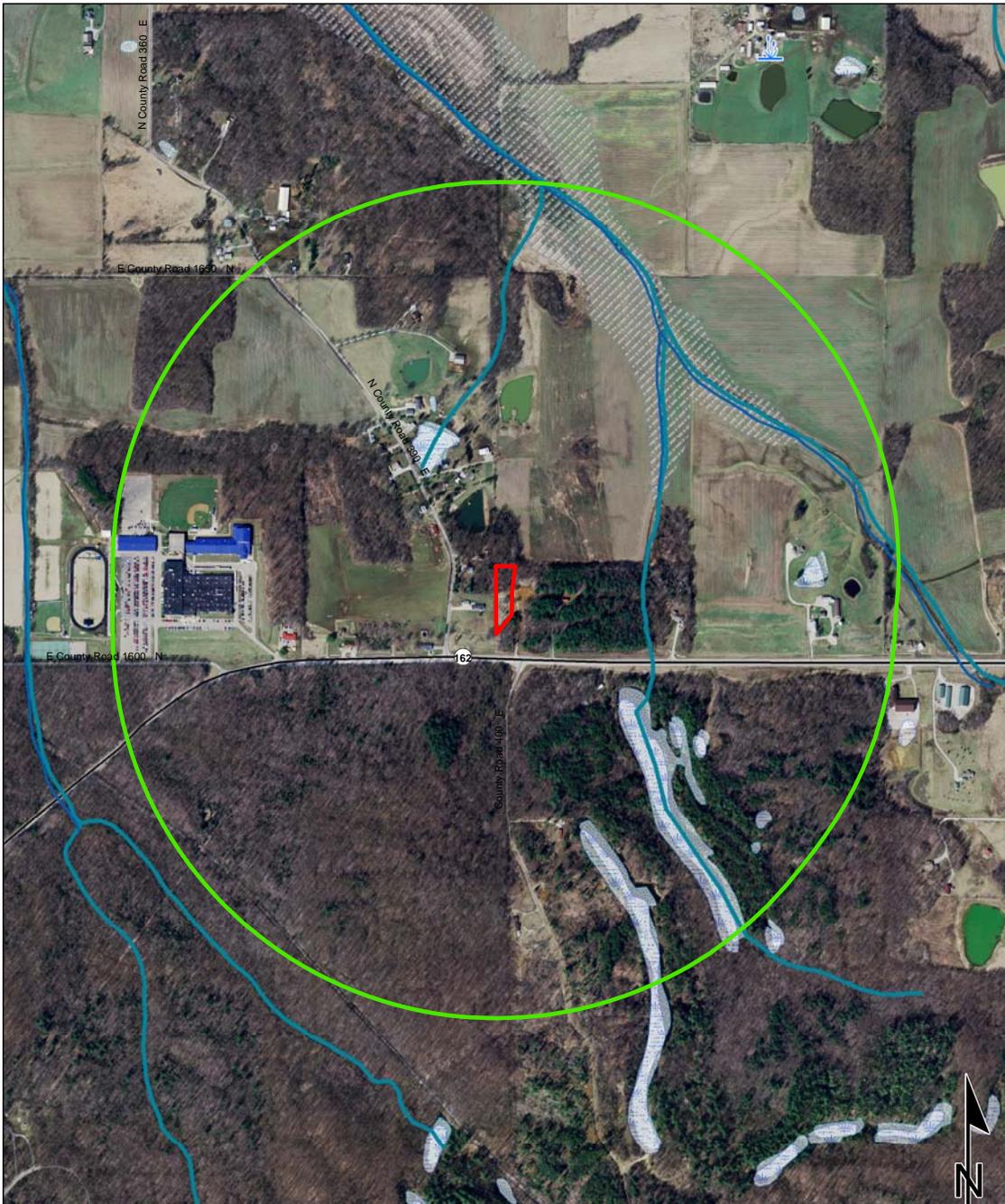
0 0.05 0.1 0.2 Miles

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 Map Projection: UTM Zone 16 N Map Datum: NAD83

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

Red Flag Investigation - Water Resources Map  
 US 231  
 LA 3098, Parcel 18, Excess Parcel  
 Spencer County, Indiana



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**

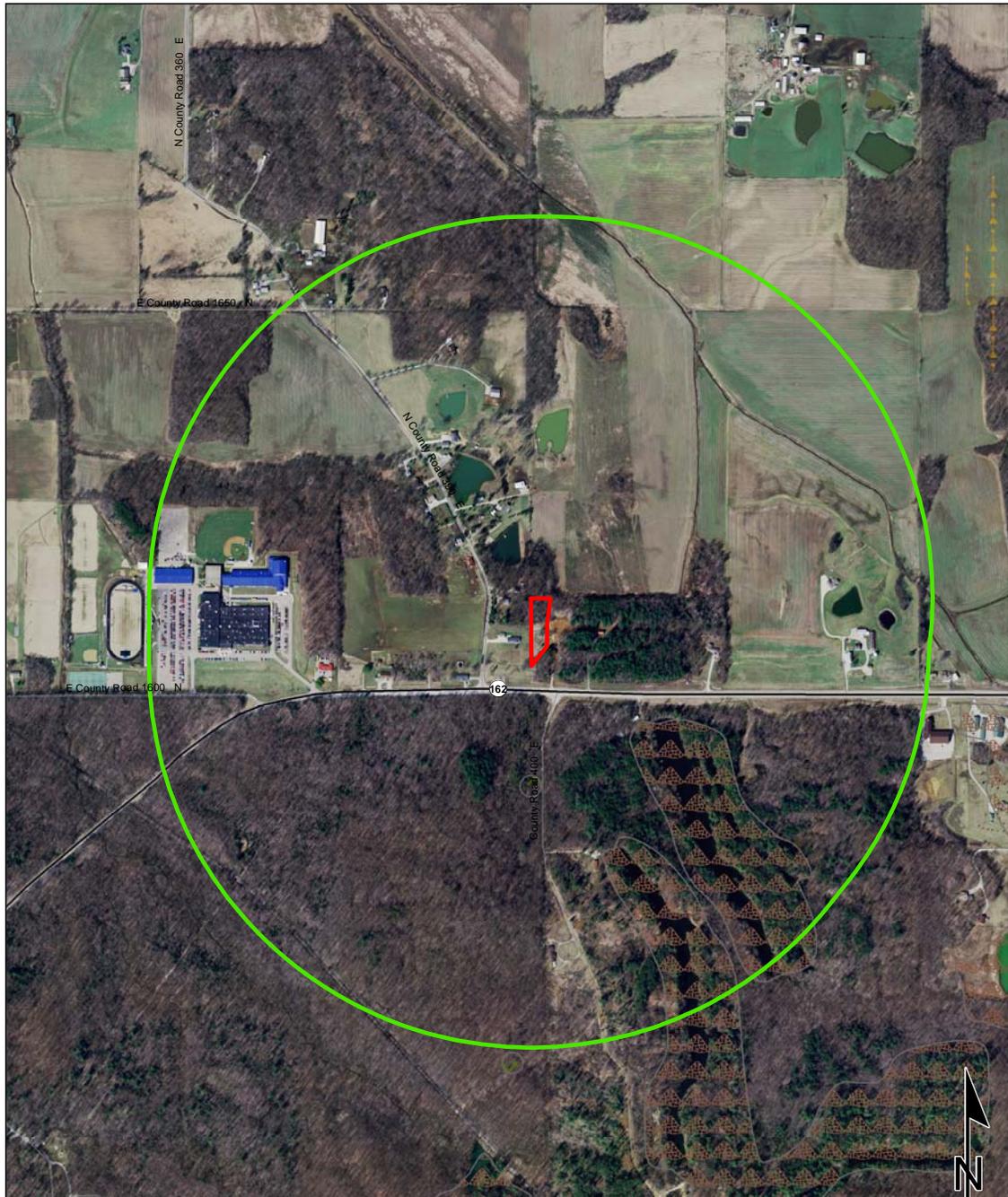
**Data** - Obtained from the State of Indiana Geographical Information Office Library

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

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

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	

Red Flag Investigation - Mining/Mineral Exploration Map  
 US 231  
 LA 3098, Parcel 18, Excess Parcel  
 Spencer County, Indiana



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

**Sources:**

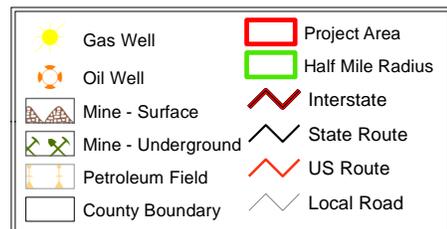
**Non Orthophotography**

**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



LA 3098- Parcel 18  
DES 9191365  
Spencer County Indiana  
Excess Parcel Clearance

# Attachment 3

## Archeological Short Report

LA 3098- Parcel 18  
DES 9191365  
Spencer County Indiana  
Excess Parcel Clearance



# INDIANA ARCHAEOLOGICAL SHORT REPORT

State Form 54566 (1-11)

## INDIANA DEPARTMENT OF NATURAL RESOURCES DIVISION OF HISTORIC PRESERVATION AND ARCHAEOLOGY

402 West Washington Street, Room W274  
Indianapolis, Indiana 46204-2739  
Telephone Number: (317) 232-1646  
Fax Number: (317) 232-0693  
E-mail: [dhp@dnr.IN.gov](mailto:dhp@dnr.IN.gov)

Where applicable, the use of this form is recommended but not required by the Division of Historic Preservation and Archaeology.

Author:

Date (month, day, year):

Project Title:

### PROJECT OVERVIEW

Project Description:

INDOT Designation Number/ Contract Number:  Project Number:

DHPA Number:  Approved DHPA Plan Number:

Prepared For:

Contact Person:

Address:

City:  State:  ZIP Code:

Telephone Number:  Email Address:

Principal Investigator:

Signature:

Company/Institution:

Address:

City:  State:  ZIP Code:

Telephone Number:  Email Address:

Previously Reported Sites within One Mile of the Project (*include citations*):

Site #	Type	Period
12Sp193	camp	unidentified prehistoric
12SP401	limited activity	historic
12SP402	unidentified	historic
12Sp803	lithic scatter	unidentified prehistoric
12SP995	isolated prehistoric historic scatter	unidentified prehistoric, historic
12Sp996	lithic scatter	unidentified prehistoric
12Sp1033	lithic scatter	unidentified prehistoric
12Sp1034	lithic scatter	unidentified prehistoric
12Sp1035	isolated find	unidentified prehistoric
12Sp1036	isolated find, farmstead	unidentified prehistoric, historic
12Sp1037	isolated prehistoric isolated historic	unidentified prehistoric, historic
12Sp1038	isolated find	unidentified prehistoric
12Sp1039	isolated prehistoric	unidentified prehistoric, historic
12Sp1040	isolated find	unidentified prehistoric
12Sp1041	isolated prehistoric house	unidentified prehistoric, historic
12Sp1042	artifact scatter	unidentified prehistoric, historic
12Sp1043	artifact scatter	historic
12Sp1044	artifact scatter	historic
12Sp1045	artifact scatter	historic
12Sp1046	artifact scatter	historic
12Sp1047	artifact scatter	historic
12Sp1048	artifact scatter	historic
12Sp1051	artifact scatter	historic
12Sp1052	artifact scatter	historic
12Sp1053	isolated find	unidentified prehistoric
12Sp1054	isolated find	unidentified prehistoric
12SP1055	isolated find	unidentified prehistoric
12Sp1069	concrete slab	historic
12Sp1103	lithic scatter	unidentified prehistoric

- Cultural Resource Management reports, other research reports, grant reports on file at DHPA or other institutions

Previous Archaeological Studies within One Mile of the Project (*include citations*):

All or a portion of 14 archaeological reconnaissances have been conducted within 1.6 km (1 mi) of the project area (Baltz 1984; Brinker 1885; Cantin 1989; Crider 2005; Frost and Stadler 2000; Guendling 1978; Moffatt 2008, 2010, 2012; Richardson 1979; Robertson 1997; Stillwell 2002, 2008; Wright 2000). Within that 1.6 km (1 mi) boundary around the project, approximately 155 ha (383 ac) or 19% of the area has been surveyed, documenting 29 archaeological sites (see the list above).

List other institutions:

- Cemetery Records

Results: The Nancy Hanks Lincoln State Memorial within the Lincoln Boyhood Home National Historic Landmark and the Richardson Cemetery are both within One mile.

- McGregor Industrial Site records (*in applicable counties*)

Results:

- County Interim Report

Results: There are fourteen historic properties in the near the project area in the interim report, including the two cemeteries listed above. There are 3 farmsteads and house north and east of the project area. The 9 properties listed in Lincoln City are also within one mile (Historic Landmarks Foundation of Indiana 2001).

- Historic Maps

### Recommendation

- The archaeological records check has determined that the project area has the potential to contain archaeological resources and a Phase Ia archaeological reconnaissance is recommended.
- The archaeological records check has determined that the project area does not have the potential to contain archaeological resources and no further work is recommended before the project is allowed to proceed.
- The Phase Ia archaeological reconnaissance has located no archaeological sites within the project area and it is recommended that the project be allowed to proceed as planned.
- The Phase Ia archaeological reconnaissance has determined that the project area includes landforms which have the potential to contain buried archaeological deposits. It is recommended that Phase Ic archaeological subsurface reconnaissance be conducted before the project is allowed to proceed.
- The Phase Ia archaeological reconnaissance has determined that the project area is within 100 feet of a cemetery and a Cemetery Development Plan is required per IC-14-21-1-26.5.

Cemetery Name:

Other Recommendations/Commitments:

**Pursuant to IC-14-21-1, 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 that event, please call (317) 232-1646.**

### Attachments

- Figure showing project location within Indiana.
- USGS topographic map showing the project area (1:24,000 scale).
- Aerial photograph showing the project area, land use and survey methods.
- Photographs of the project area.
- Project plans (if available)

Other Attachments:

Comments:

### **Curation**

Curation Facility for Project Documentation:

# Attachment 4

Indiana Department of Natural Resources  
Letter of Agreement



Division of Historic Preservation & Archaeology • 402 W. Washington Street, W274 • Indianapolis, IN 46204-2739  
Phone 317-232-1646 • Fax 317-232-0693 • dhpa@dnr.IN.gov



May 16, 2012

Patrick Carpenter  
Acting Cultural Resources Manager  
Environmental Services  
Indiana Department of Transportation  
100 North Senate Avenue, Room N642  
Indianapolis, Indiana 46204

Federal Agency: Federal Highway Administration

Re: Indiana archaeological short report (Moffatt, 4/11/12) regarding the disposal of INDOT excess parcel #18 along US 231 (Designation #LA CODE 3098; DHPA #13321)

Dear Mr. Carpenter:

Pursuant to Indiana Code 14-21-1-14 the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology ("DHPA") has conducted a review of the materials dated April 13, 2012 and received on April 17, 2012, for the above indicated project in Carter Township, Spencer County, Indiana.

Based on the information provided, to the best of our knowledge, we do not believe that the property contains a historic site or historic structure.

Based on our analysis, we concur with the archaeological short report and no currently known archaeological sites listed in or eligible for inclusion in the National Register of Historic Places will be altered, demolished, or removed by the above indicated project.

If any archaeological artifacts, features, or human remains are uncovered during construction, state law (Indiana Code 14-21-1-27 & 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646.

If you have questions about archaeological issues please contact Dr. Rick Jones at (317) 233-0953 or [rjones@dnr.IN.gov](mailto:rjones@dnr.IN.gov). If you have questions about buildings or structures please contact Whitney Airgood-Obrycki at (317) 233-9636 or [wairgoodobrycki@dnr.IN.gov](mailto:wairgoodobrycki@dnr.IN.gov). Additionally, in all future correspondence regarding the above indicated project, please refer to DHPA No. 13321.

Very truly yours,

James A. Glass, Ph.D.  
Deputy State Historic Preservation Officer

JAG:WAO:JRJ:jj

emc: Patrick Carpenter, Indiana Department of Transportation  
Mary Kennedy, Indiana Department of Transportation  
Shaun Miller, Indiana Department of Transportation  
Melany Prather, Indiana Department of Transportation

LA 3098- Parcel 18  
DES 9191365  
Spencer County Indiana  
Excess Parcel Clearance

# Attachment 5

## Other Maps and Documents

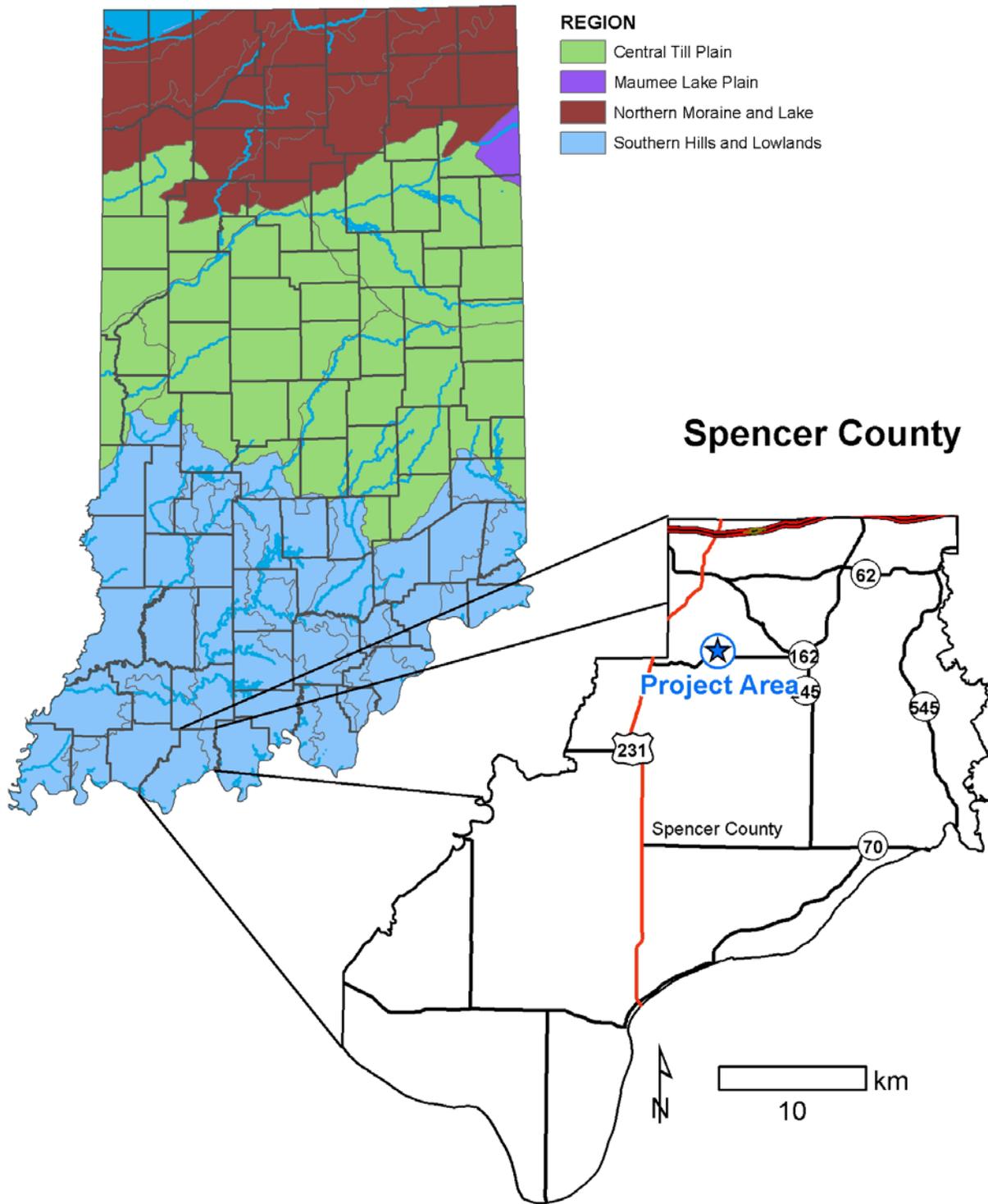


Figure 1. Location of the project area within Spencer County, Indiana.

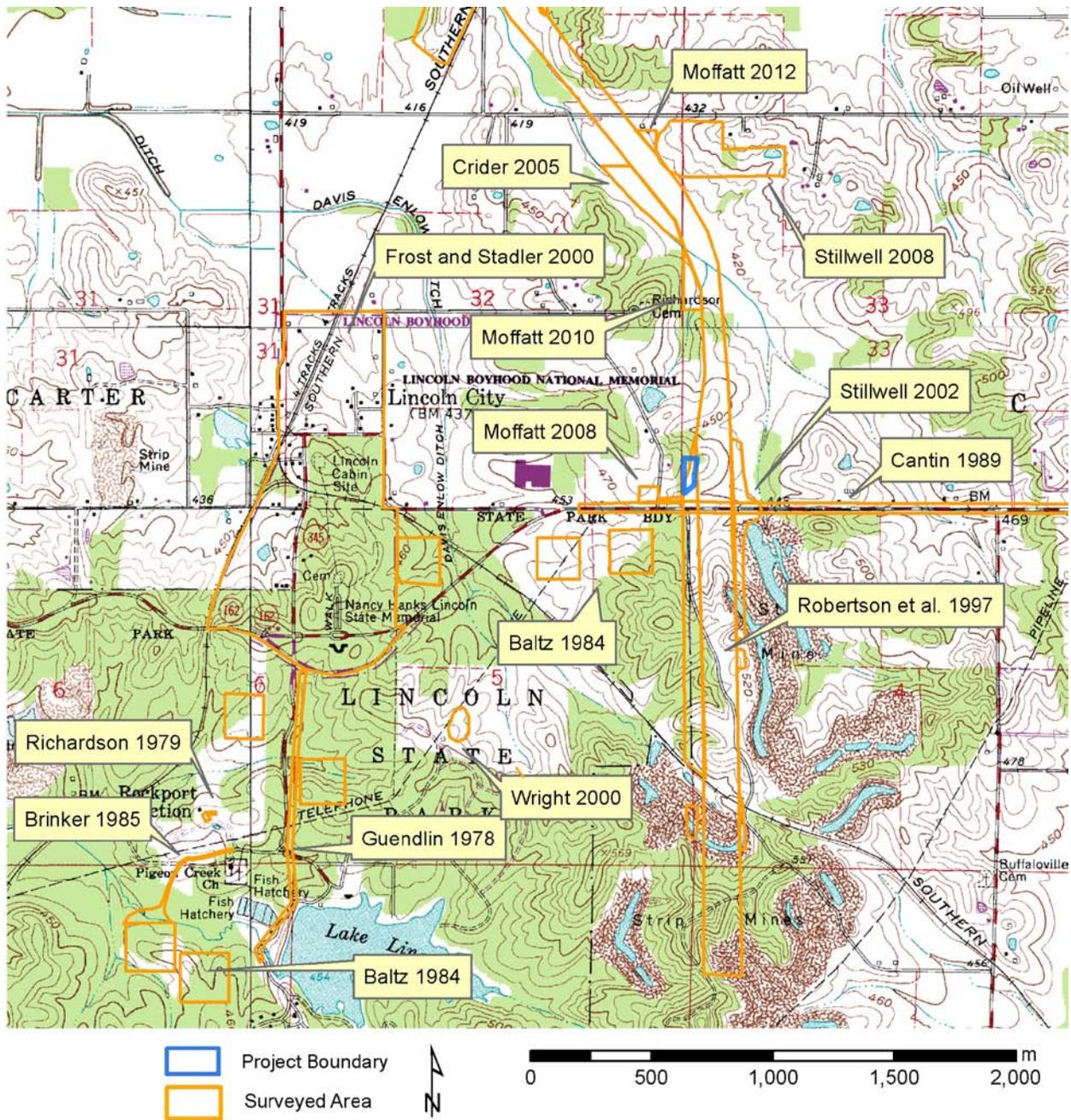


Figure 2. A portion of USGS 7.5' Series Dale and Santa Claus Indiana topographic quadrangles showing the project area and the location of previous archaeological surveys.



Figure 3. 2005 aerial photograph showing the areas previously surveyed (Cantin 1989; Baltz 1984; Moffatt 2008; Robertson et al. 1997; Stillwell 2002).



Figure 4. photograph of the northern, wooded portion of the parcel, view to the east.



Figure 5. showing the southern grassy portion of the parcel in the foreground, the northern wooded portion of the parcel in the background, and the buried gas line marker.

**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: \_\_\_\_\_