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 3559 – 57, 8344 State Road 66, Warrick 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"

Parcel	57 EXCESS LAND
Code:	3559
Project:	NH-006-5 (1)
County:	Warrick
Road:	S.R. 66

FEE SIMPLE

A part of the East Half of the Southwest Quarter of the Southeast Quarter of Section 22, in Township 6 South, in Range 9 West, Warrick County, Indiana, described as follows: Commencing at the southwest corner of said half quarter quarter section; thence South 89 degrees 49 minutes 36 seconds East 235.00 feet along the south line of said quarter section to the southwest corner of the land described in Deed File 3, Card 15571; thence North 0 degrees 19 minutes 29 seconds East 105.78 feet along the west line of said land to the point of beginning of this description: thence North 0 degrees 19 minutes 29 seconds East 234.22 feet along said west line to the northwest corner of said land; thence South 89 degrees 49 minutes 36 seconds East 95.00 feet along the north line of said land to the northeast corner of said land; thence South 0 degrees 19 minutes 29 seconds West 234.66 feet along the east line of said land; thence North 89 degrees 33 minutes 41 seconds West 95.00 feet to the point of beginning and containing 0.511 acres, more or less.

This description was prepared for the Indiana Department of Transportation by Ronald L. Raney, Indiana Registered Land Surveyor, License Number LS80870012, from existing INDOT records no field survey was done and no corners were set, certified on this 25th day of May, 1999.

Ronald L. Raney, LS80870012

RONALD LLOYD RANEY
REGISTERED
No.
LS80870012
STATE OF
INDIANA
LAND SURVEYOR

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

EXAMPLE

_____
Anthony Green, Designee for
Robert D. Wynkoop, Commissioner
Indiana Department of Administration

State of Indiana)
) ss:
County of Marion)

Before me, a Notary in and for said County and State, personally appeared Anthony Green, designee of the Commissioner, Indiana Department of Administration, and acknowledged execution of the foregoing Quitclaim Deed this _____ day of _____ 2011.

Notary signature: _____

Notary name printed: _____

My commission expires: _____ I reside in _____ County

Approved as to form and legality:

_____ Date: _____
Gregory F. Zoeller, Attorney General

Send tax bills to: same address above

Filed in Indiana State Land Office:

This instrument prepared by Tim A. Grogg Esq. (Attorney No. 7316-03), Legal Counsel, Indiana Department of Administration, 402 West Washington Street, W 479, Indianapolis, IN 46204. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. _____

EXAMPLE

EXHIBIT C

Vendor Information

State Form 53788 (12-08)
Approved by Auditor of State, 2008
Approved by State Board of Accounts, 2008

Name and telephone number of the Person who completed this document must be provided.

Name: _____

Daytime Telephone Number: _____

Send completed form to Auditor of State, 240 Statehouse, 200 W. Washington St., Indianapolis, IN 46204 or fax to (317) 234-1916

Print or Type

Legal Name (OWNER OF THE EIN OR SSN AS NAME APPEARS ON YOUR TAX RETURN. DO NOT ENTER THE BUSINESS NAME OF A SOLE PROPRIETORSHIP ON THIS LINE.)

Trade Name (Doing Business as Name D/B/A) (Complete only if payment is to be made payable to the DBA name)

Remit Address

Purchase Order Address - Optional

Enter 9-digit Taxpayer Identification Number (TIN) of the legal name:
(SSN=Social Security Number, EIN=Employer Identification Number)

(Individual's SSN) ___ - __ - ____ or EIN __ - _____

Check legal entity type (A box must be checked in this section. Check only one box.)

☐ Individual ☐ Sole Proprietorship ☐ Partnership
☐ Estate / Trust Note: Show above, the name and number of the legal trust, or estate, not personal representatives
☐ Other [Limited Liability Company (LLC) (attach IRS Form 8832 if applicable), Joint Venture, Club, etc.]
☐ Corporation Do you provide legal or medical services? ☐ Yes ☐ No
☐ Government (or Government operated entity)
☐ Organization Exempt from Tax under Section 501(a)

One box must be checked ☐ I am a U.S. Person (including a U.S. resident alien) ☐ I am not a U.S. Person (a W-8 must be filed with the Auditor of State)

☐ Add Deposit ☐ Change Deposit **Indiana law (I.C. 4-13-2-14.8) requires that YOU receive PAYMENT(S) by means of electronic transfer of funds.**

SECTION 1: AUTHORIZATION

According to Indiana law, your signature below authorizes the transfer of electronic funds under the following terms:

Account Holder's Name: _____ Account Number: _____

Type of Account: ☐ Checking (Demand) ☐ Savings

ATTACH VOIDED CHECK HERE

SECTION 2: FINANCIAL INSTITUTION'S APPROVAL (Attach a voided check or have your financial institution complete this section)

The financial institution identified below agrees to accept automated deposits under the terms set forth herein:

Name of Financial Institution: _____

Telephone: (_____) _____

Address: _____
Number and Street, and/or P.O. Box No.

_____
Financial Institution's Authorized Signature

_____
City, State, and Zip Code (00000-0000)

_____
Title

_____
ABA Transit-Routing Number

_____, 20_____
Date

ATTACH VOIDED CHECK HERE

SECTION 3: ELECTRONIC NOTIFICATION OF ELECTRONIC FUND TRANSFER (EFT) DEPOSITS
(Complete this section only if you are requesting electronic notification. You may provide up to four email addresses.)

I hereby request that all future notices of EFT deposits to the bank account specified above be sent to the following email addresses:

_____ _____
_____ _____

I agree to the provisions contained on the reverse side of this form.

NAME (Print or Type) _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____ PHONE _____

EXHIBIT D

Categorical Exclusion Document

CE 1

LA Code 3559

Parcel 57 – Warrick County

Parcel 89 – Warrick County

Reference: DES 8720745

Prepared by:

Kristy M. Wright

Environmental Manager II

Indiana Department of Transportation

Vincennes District

Index

Attachment 1 – Project Location map
Attachment 2 – Archeological Short Report
Attachment 3 – Red Flag Environmental Report

CATEGORICAL EXCLUSION LEVEL 1 FORM	Date: August 8, 2012

[x] **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: Ernest A. Sharpe 8/8/12

Environmental Scoping Manager or Environmental Policy Manager — Date

PROJECT INFORMATION			
Project Number, County, Route	LA 3559, Parcel 57, Warrick County, Indiana LA 3559, Parcel 89, Warrick County, Indiana	**Des Number**	8720745
Project Description	Two locations, referenced above, have been declared as excess properties by the State of Indiana, owner. The locations have been reviewed to identify any potential sources of risk or liability on the subject property regarding environmental and archeological resources. **See: Attachment 1 – Project Location map**		
Purpose and Need for Action:	The purpose of this categorical exclusion document is to clear the excess right-of-way parcels in preparation for sale. 1) Parcel 57 is located .54 mile west of the intersection of SR 261 and SR 66. 2) Parcel 89 is located 0.13 mile east of the intersection of SR 261 and SR 66. Both parcels are in Warrick County, Indiana. The sale of the excess land would relieve INDOT of the cost for maintaining these parcels and provide funds from the sale for INDOT use.		
Alternatives Considered:	The do-nothing alternative was considered, but rejected since it would not meet the purpose and need of the projects.		
Project Termini:			
Funding Source(s):	x Federal x State ___ Local	**Estimated Cost**	n/a
Project Sponsor:	INDOT	**Project Length**	n/a

Name and organization of CE Level 1 Preparer:: Kristy M. Wright, EM II, Indiana Department of Transportation

SCOPE OF THE PROPOSED ACTION			
Public Involvement		No: **X**	Possible:
Comments:	No public controversy is expected. Any applicable public involvement procedures will be followed.		
Relocation of residences/businesses/etc.*		No: **X**	Possible:
Comments:	No structures will be acquired under this project. No relocations will be necessary.		
Right-of-way in acres (permanent and temporary)*		No: **X**	Possible:
Comments:	No new right-of-way will be acquired as part of this project.		
Added through-traffic lanes – length*		No: **X**	Possible:
Comments:	No through-lanes will be added.		
Permanent alteration of local traffic pattern*		No: **X**	Possible:
Comments:	There will be no alteration of local traffic patterns. No new roads or changes in access are planned.		
Facility on new location or realignment*		No: **X**	Possible:
Comments:	There will be no new alignment or realignment of existing roads.		
Disruption to public facilities/services (such as schools, emergency service)		No: **X**	Possible:
Comments:	There will be no disruption of public facilities or services.		
Involvement with existing bridge(s) (Include structure number(s)		No: **X**	Possible:
Comments:	There are no existing bridges.		

INVOLVEMENT WITH RESOURCES			
Watercourses Impacted (linear feet)		No: **X**	Possible:
Comments:	There will be no construction in waterways as part of this project		
Other Surface Waters (such as ponds, lakes, reservoirs, in acres)		No: **X**	Possible:
Comments:	There will be no construction in water bodies as part of this project.		
Wetlands (acres)*		No: **X**	Possible:
Comments:	There will be no adverse impacts to wetlands as part of this project.		

INVOLVEMENT WITH RESOURCES			
Disturbance of Terrestrial Habitat (acres)		No: **X**	Possible:
Comments:	There will be no construction which adversely affects habitat as part of this project.		
Karst Features		No: **X**	Possible:
Comments:	There are no karst features present in this County nor is it part of the Karst MOU.		
Threatened and Endangered Species Present/Impacted*		No: **X**	Possible:
Comments:	No endangered species should be impacted.		
Impacts to Sole Source Aquifer*		No: **X**	Possible:
Comments:	There is no known Sole Source Aquifer located in the Vincennes District.		
Flood Plains (note transverse or longitudinal impact)		No: **X**	Possible:
Comments:	The project will not alter flood elevations.		
Farmland (acres)		No: **X**	Possible:
Comments:	This project is not of a type which will affect farmland.		
Cultural Resources (Section 106)*		No: **X**	Possible:
Comments:	This parcel was reviewed by an INDOT Cultural Resources historian. No historic properties are located near this parcel.		
Section 4(f) and Section 6(f) Resources *		No: **X**	Possible:
Comments:	No archeological sites have been identified within either the project area. **See: Attachment 2 – Indiana Archeological Short Report**		
Air Quality Non-attainment Area		No: **X**	Possible:
Comments:	. This project is not of air quality concern and will have no significant impact on air quality.		
Noise Analysis Required*		No: **X**	Possible:
Comments:	This project is not a Type I project.		
Community/Economic Impacts		No: **X**	Possible:
Comments:	No negative impacts are anticipated for the established communities.		
Environmental Justice		No: **X**	Possible:
Comments:	No properties will be acquired.		

INVOLVEMENT WITH RESOURCES			
Hazardous Materials		No: **X**	Possible:
Comments:	No items of concern were identified during the red flag investigation of these parcels. **See: Attachment 3 – Red Flag Environmental Report**		
		No: **x**	Possible:
Comments:	Permits are not required for the sale of excess right of way parcels.		

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

ENVIRONMENTAL COMMITMENTS:

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 Cultural Resources consultants in Environmental Services shall also be notified. (Required)

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)

If any scope changes take place, the Vincennes District Planning and Programming Office shall be consulted. A scope change could cause this environmental document to no longer be valid. (INDOT – Required)

Categorical Exclusion Level Thresholds

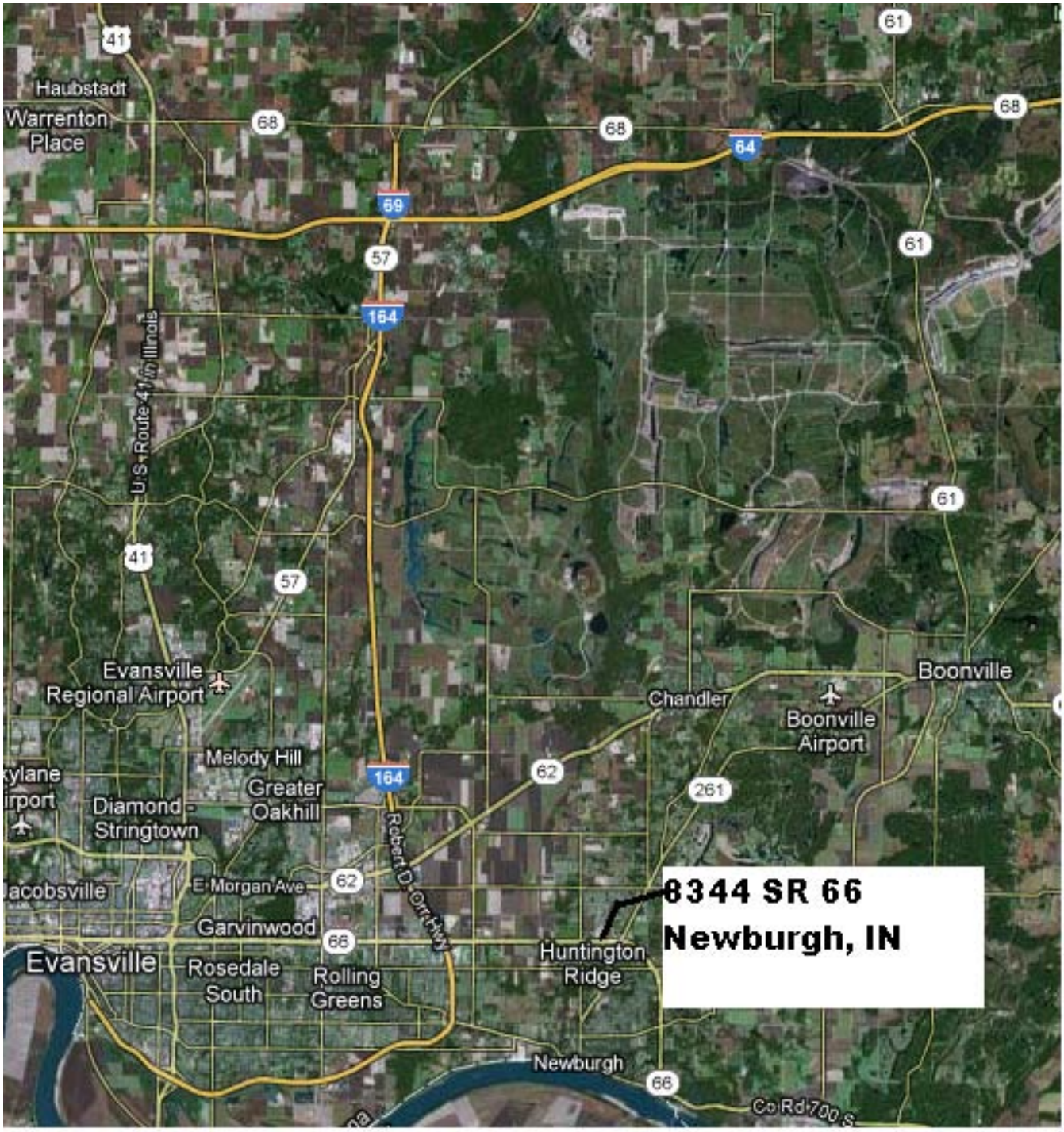
	Level 1	Level 2	Level 3	Level 4
Relocations	None	≤ 2	> 2	> 10
Right of way[1]	< 0.5 acres	< 10 acres	≥ 10 acres	≥ 10 acres
Length of added through lane	None	< 1 miles	≥ 1 mile	≥ 1 mile
Permanent Traffic pattern alteration	None	None	Yes	Yes
New alignment	None	None	< 1 mile	≥ 1 mile[2]
Wetlands	< 0.1 acres	< 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.
[1]Permanent and/or temporary right of way.
[2]If the length of the new alignment is equal to or greater than one mile, contact the FHWA's Air Quality/Environmental Specialist.
[3]In accordance with INDOT's Noise Policy.
[4]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.
[5]Environmental Scoping Manager
[6]Environmental Services

Attachment 1

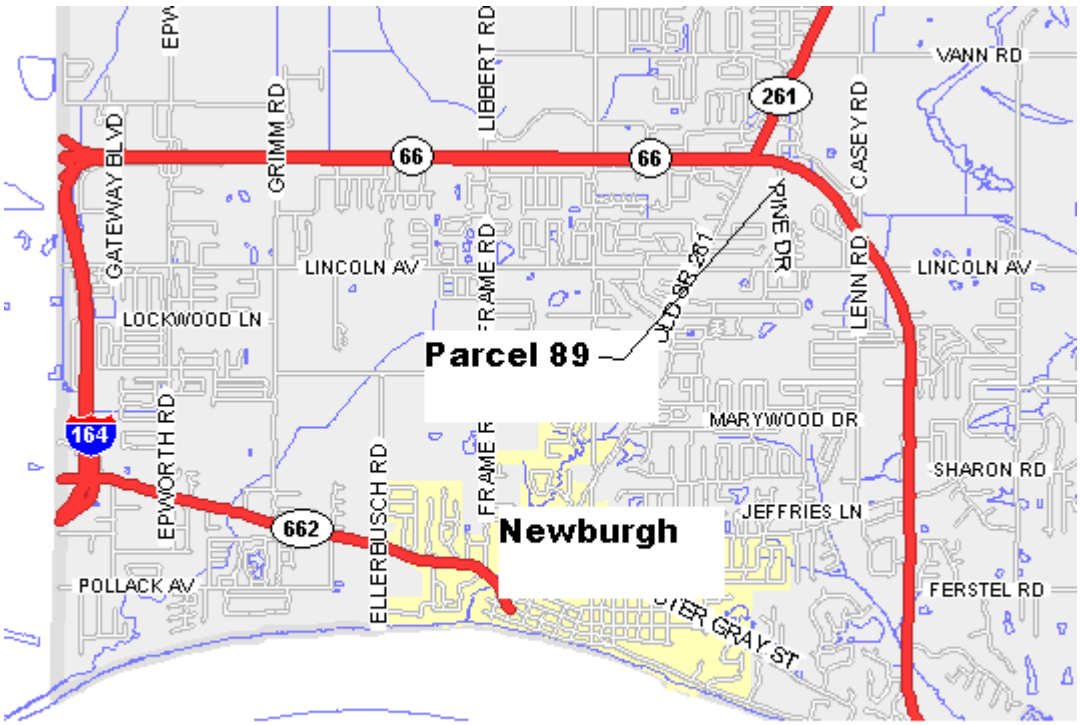
Project Map

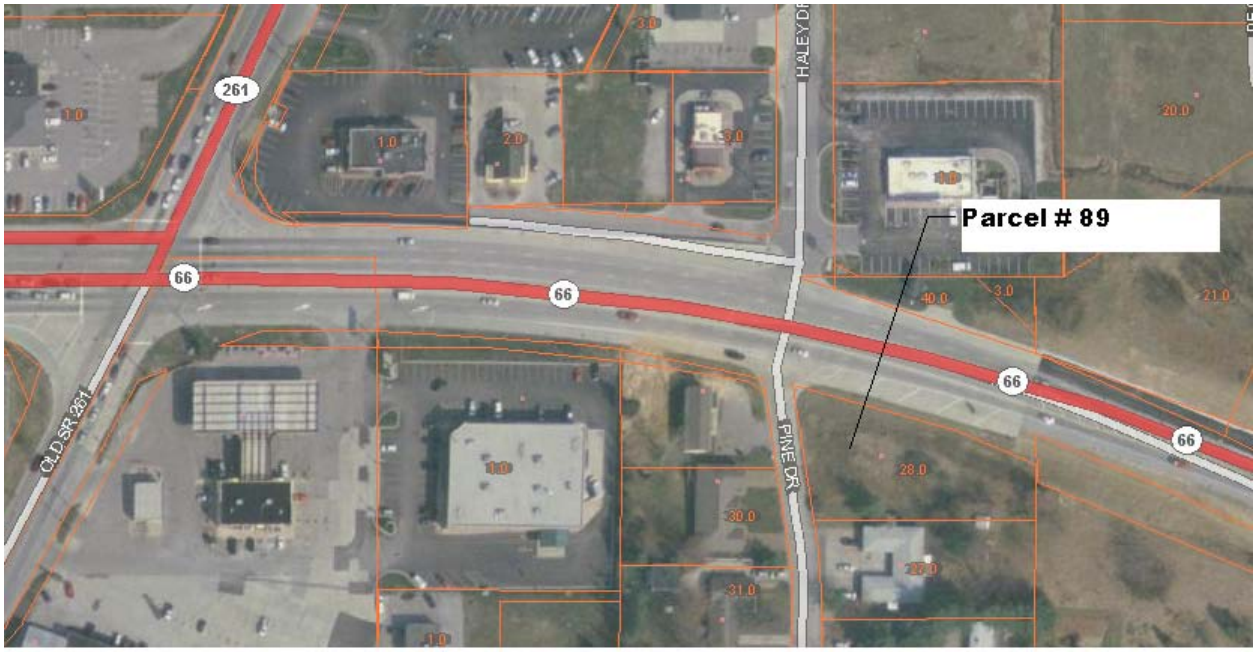
Parcel 57 Warrick County



Parcel 57 Warrick County

LA 3559 Parcel 89 - Warrick County Excess Parcel Location Maps





Attachment 2

Indiana Archeological Short Report

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: dhpa@dnr.IN.gov

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

Author: David Moffatt

Date *(month, day, year)*: August 3, 2012

Project Title: Archaeological records check and Phase Ia archaeological reconnaissance for the disposal of INDOT excess parcels # 57 and 89 along SR 66 (LA Code 3559) in Warrick County, Indiana.

PROJECT OVERVIEW

Project Description: The sale of the excess land purchased for SR 66 improvements.

INDOT Designation Number/ Contract Number: LA 3559 Project Number:

DHPA Number: Approved DHPA Plan Number:

Prepared For: Indiana Department of Transportation, Vincennes District

Contact Person: Kristy M. Wright

Address: 3650 South US 41

City: Vincennes State: IN ZIP Code: 47274

Telephone Number: (812) 895-7335 Email Address: kwright@Indot.IN.gov

Principal Investigator: David Moffatt

Signature:

Company/Institution: Indiana Department of Transportation, Cultural Resources Office

Address: 100 North Senate Ave, Room N642

City: Indianapolis State: IN ZIP Code: 46204

Telephone Number: 1-317-233-3703 Email Address: cmoffatt@indot.in.gov

PROJECT LOCATION

County: Warrick

USGS 7.5' series Topographic Quadrangle: Newburgh

Civil Township: Ohio

Legal Location:

NW	1/4,	NE	1/4,	NE	1/4,	NW	1/4,	Section:	26	Township: 6 S	Range: 9 W
SW	1/4,	SE	1/4,	SW	1/4,	SE	1/4,	Section:	22	Township: 6 S	Range: 9 W
	1/4,		1/4,		1/4,		1/4,	Section:		Township:	Range:
	1/4,		1/4,		1/4,		1/4,	Section:		Township:	Range:

Topographic Map Datum: NAD 1983 Grid Alignment: southwest

Comments: The two parcels are not contiguous. Parcel #57 is in Section 22 and Parcel #89 is in Section 26 (see Figures 1 and 2 for the project location).

Property Owner: INDOT

PROJECT AREA DETAILS

Length meters: feet: Width meters: feet: hectares: 00.4 acres: 01.0

Natural Region: Driftless Section

Topography: upland flat

Soil Association: Hosmer-Zanesville (Shively 1979)

Soils: Hosmer silt loam, 2 to 6 percent slopes (HoB)
Hosmer silt loam, 6 to 12 percent slopes, severely eroded (HoC3)
(USDA 2012)

Drainage: Parcel # 57 is in the Highland-Pigeon drainage
Parcel # 89 is in the Lower Ohio-Little Pigeon drainage

Current Land Use: Both parcels are vacant residential lots.

Comments: Parcel #57 is 67 m (220 ft) north-south by 30 m (98 ft) east-west, 0.2 ha (0.5 ac). Parcel #89 is 70 m (230 ft) east-west by 42 m (138 ft) north-south, 0.2 ha (0.5 ac). Parcel #89 is not rectangular due to the curve of SR 66 in this location (Figure 2).

RECORDS REVIEW *(check all that apply)* Date of Records Check *(month, day, year)*: June 7, 2012

☒ SHAARD database

☒ Site Maps on file at DHPA

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

12W87	camp	unidentified prehistoric	unknown eligibility
12W94	camp	Early Archaic	unknown eligibility
12W487	isolate	Late Woodland/Mississippian	ineligible
12W693	residential	Historic	ineligible

(Moffatt 2008a, 2008b; Roberts et al. 2010; SHAARD 2012)

☒ 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)*:

In total, 15 archaeological investigations have been completed within 1.6 km (1 mile) of the project area (Figure 2). Thirteen of the investigations were Phase Ia reconnaissances (Beard 1990, 2008; Bennett 1997; Cantin 1991, 1994; Carson 2003; Helmkamp and Javorsek 2000; Klabacka 2008; Mankowski and Pope 2003; Moffatt 2008a, 2008c; Sanders and Pope 2003; Stafford 1988).

In addition, a Phase Ib was conducted at 12Sp693 (Moffatt 2008b) resulting in a combined Phase II/III testing and mitigation of a historic residence and doctor's office (Roberts et al 2010).

List other institutions:

☒ Cemetery Records

Results: There are three cemeteries within 1.6 km (1 mile) of the project area: Hedges, Castle, and Rose Hill. None of these cemeteries are within 33 m (100 ft) of either parcel.

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

Results: None within 1.6 km (1 mile) of the project area.

☒ County Interim Report

Results: The circa 1857 Joseph Snyder house in located between the two parcels.

☒ Historic Maps

Results: The J. Snyder house and a school are shown on the 1876 atlas, between the two parcels (Andreas 1968).

Known Cultural Manifestations and/or Additional Information:

Prehistoric cultural manifestations near the project area reflect the general cultural sequence of the state from Paleoindian through Euroamerican contact. Paleoindian sites are more common on the terraces and floodplains of the Ohio River drainage system (Tankersley et al. 1990). Projectile points diagnostic of the Early Archaic are more common in the uplands in this area than other Archaic periods (Stafford et al. 2000). Specific cultures include the Late Archaic French Lick Phase, the Early Woodland Adena or Crab Orchard, the Middle Woodland Allison-LaMotte, Late Woodland Albee Phase, and the Late Prehistoric Middle Mississippian.

Warrick County was established in 1813 and was reduced to its present boundaries in 1818. The first Ero-American to arrive in the county settled near Newburgh around 1803. Newburgh was a prominent port in the early nineteenth century, before the railroads bypassed it for Evansville in Vanderburgh County. The project area was located near an early plank road, built in 1821, that connected Newburgh to Boonville to the north (Historic Landmarks Foundation of Indiana 1984).

FIELD INVESTIGATION: *(check all that apply)*

Field Investigation Dates *(month, day, year)*: June 21, 2012

Field Supervisor: David Moffatt

Field Crew: Shaun Miller, Jeffrey Laswell, Matthew Coon, Erin Gould, Katie Lange

Surface Visibility: 0%

Factors Affecting Visibility: grass, weeds, brush, and other vegatation

Visual Walkover ☐ Pedestrian Survey ☐ Shovel Test ☒ Screened ☒ Mesh Size 1/4 in

Interval 5 m ☐ 10 m ☐ 15 m ☒ Other *(describe below)* ☐

Number of Shovel Test Units Excavated: Ten shovel test were excavated at each parcel, for a total of 20.

Describe Methods: The entire project area was examined through shovel tests at 15 m intervals. Shovel tests were at least 30 cm in diameter and 30 cm deep placed at 15 m or smaller intervals. All st's were excavated to sterile soil and the sediment screened through ¼" hardware cloth.

Attach photographs documenting disturbances below

Describe Disturbances: Parcel #57 - This parcel was heavily disturbed (Figure 3). There is a gravel drive connecting the access road to a parking lot to the east. A water line runs east-west parallel to the drive. There is a shed or garage still standing on the property to the southwest and a large depression in the north center where a structure was once located (Figures 5-7). East of the depression was a pile of cement rubble and dirt where a sidewalk was pushed with large machinery. Shovel tests were placed east and west of the depression on south-north transects, sampling the front, side, and back yards (Figure 3).

Parcel #89 - The northern most 5 to 10 m of this parcel consisted of steep slope along the SR 66 road cut. In the center of the parcel is evidence of a razed structure (Figure 8). The two east to west transects sampled the front, side and back yard area of the structure.

Comments: No artifactual evidence of the structures in either parcel were identified through shovel probes, though depressions in the parcel indicate their presence in the past. There were structures on the Topographic map

Results

☐ Archaeological records check has determined that the project area does not have the potential to contain archaeological resources.

☐ Archaeological records check has determined that the project area has the potential to contain archaeological resources.

☒ Phase Ia reconnaissance has located no archaeological resources in the project area.

☐ Phase Ia reconnaissance has identified landforms conducive to buried archaeological deposits.

Actual Area Surveyed hectares: 00.4 acres: 01.0

Comments:

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:

References Cited:

Andreas, Alfred Theodore
1968 Maps of Indiana Counties in 1876. Indiana Historical Society. Indianapolis, Indiana.

Beard, Thomas C.
1990 Archaeological Field Reconnaissance Project ME-910 ( ) Reconstruction of Lincoln Avenue from the Warrick / Vanderburgh County Line to S.R. 261, Warrick County, Indiana. Landmark Archaeological and Environmental Services, Inc. Submitted to Bernardin Lochmueller and Associates, Inc. Report on file at Indiana Department Natural Resources, Division of Historic Preservation and Archaeology, Indianapolis.

2008 Archaeological Records Check and Phase Ia Field Reconnaissance: Proposed Borrow Area and Waste Disposal Area for INDOT Contract IR-29899 S.R. 66 Improvements from SR 261 to French Island Trail, Warrick County, Indiana. Landmark Archaeological and Environmental Services. Submitted to Blankenberger Brothers, Inc. Report on file at Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology, Indianapolis.

Bennett, Stacy N.
1997 Archaeological Field Reconnaissance: Addendum to SR 66, Added Travel Lanes INDOT Project : STP-006-5(001) CN, Des. #872045 Warrick County, Indiana. Landmark Archaeological and Environmental Services, Inc. Submitted Indiana Department of Transportation. Report on file at Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology, Indianapolis.

Cantin, Mark
1991 Archaeological Records Review, Reconnaissance and Recommendation New INB Development at Bell Road and Bell Oaks Road North of Newburgh, Warrick County, Indiana. Indiana State University Anthropology Laboratory Cultural Resource Management Report # 91-57. Submitted to INB Banking Company. Report on file at Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology, Indianapolis.

1994 Archaeological Records Review, Reconnaissance and Recommendation, INDOT Project STP-006-50, Added Travel Lanes on SR 66, Line 1, Warrick County, Indiana. Indiana State University Anthropology Laboratory Cultural Resource Management Report # 94-18.

Carson, Catharine A.
2003 Phase Ia Archaeological Field Reconnaissance: Proposed Barrow Pit along S.R. 261 for Construction on S.R. 66 (INDOT Project # R-24745) near the Town of Newburgh, Warrick County, Indiana. Landmark Archaeological and Environmental Services, Inc. Submitted to Blankenberger Brothers, Inc. Report on file at Indiana Department Natural Resources, Division of Historic Preservation and Archaeology, Indianapolis.

Helmkamp, R. Criss and Jessica R. Javorsek
2000 Archaeological Records Check and Reconnaissance Survey: INDOT Project STP-3387 ( ), Des. No. 9620710, Intersection Improvement on SR 261 at Oak Grove Road and with Casey/Faqua at Paradise, Warrick County, Indiana. Purdue University Cultural Resource Management Programs, Reports of Investigation No. 00:60. Submitted to the Indiana Department of Transportation. Report on file at Indiana Department Natural Resources, Division of Historic Preservation and Archaeology, Indianapolis.

Historic Landmarks Foundation of Indiana
1984 Gibson County Warrick County Interim Report: Historic Sites and Structures Inventory. Historic Landmarks Foundation of Indiana, Indianapolis, Indiana.

Klabacka, Rachel
2008 Archaeological Field Reconnaissance Oak Groove Road Reconstruction, Warrick County, Indian. Archaeological Resources Management Service, Ball State University. Report on file at Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology, Indianapolis.

Mankowski, George and Melody Pope
2003 Additional ROW for Project STP-3387 ( ) on SR 261 beginning at SR 66 and ending at Jenner Road (CR 150S) in Warrick County, Indiana; Des. No. 9802480. Glenn A. Black Laboratory of Archaeology Indiana University, Report of Investigations 02-18. Submitted to

Comments:

Curation

Curation Facility for Project Documentation: INDOT, CRO files

Attachment 3

Red Flag Environmental Report

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: July 24, 2012

To: Kristy M. Wright
Environmental Manager II
Indiana Department of Transportation
Capital Program Management - Environmental
3650 US Hwy. 41 South
Vincennes, IN 47591

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

Re: RED FLAG INVESTIGATION
LA Code 3559, Parcels 57 and 89
Excess Parcel Disposal
SR 66, Newburgh
Warrick County, Indiana

NARRATIVE

This RFI is being performed for the sale of excess parcels. The subject parcel was acquired by INDOT for right-of-way purposes for DES 8720745, Added Travels Lanes on SR 66 in Newburgh. INDOT has decided that this surplus land will not be needed for right-of-way or other transportation purposes within the foreseeable future. A legal description of the Parcel 57, which is located 0.54 mile west of the intersection of SR 261 and SR 66 is as follows:

A part of the East Half of Section 22, in Township 6 South, in Range 9 West, Warrick County, Indiana, bounded and described as follows: Beginning at a point on the South line of said half quarter quarter section 220 feet East of the Southwest corner thereof, and running thence North 340 feet; thence running East 110 feet; thence running South 340 feet to the South line of said half quarter section; thence west on said South line 110 feet to the point of beginning, and containing *85/100* of an acre, more or less.
EXCEPT: A part of the East Half of Section 22, in Township 6 South, in Range 9 West, Warrick County, Indiana, bounded and described as follows: Beginning at a point on the South line of said half quarter quarter section 220 feet East of the Southwest corner thereof, and running thence North 340 feet; thence running East 15 feet; thence running south to the South line, of said Half Quarter Section, a distance of 340 feet; thence running West 15 feet to the place of beginning, containing *11/100* of an acre, more or less.
The above description taken from a Warranty Deed dated January 28th, 1994, and recorded in Deed File 3, Card 15571 in the Office of the Recorder of said county.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress and egress to, from, and across the above described real estate.

A legal description of the Parcel 89, which is located 0.13 mile east of the intersection of SR 261 and SR 66 is as follows:

Lot Twenty-Eight (28) in Section "A", Broadview Subdivision, a subdivision of part of the Northwest Quarter of Section Twenty-Six (26), Township Six (6) South, Range Nine (9) West, in Warrick County, Indiana, according to the recorded plat thereof, as recorded in Plat Record 4, page 256, in the Office of the Recorder of Warrick County, Indiana.
TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the above described real estate excepting on any part of said real estate which is not utilized in the limited access portion of the above-described project. Subject to all easements and restrictions as shown on said subdivision plat.

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:			
Other road projects	3	Airports	N/A
Cemeteries	1	Hospitals	N/A
Railroads	N/A	Recreational Facilities	N/A
Religious Facilities	1	Schools	1
Trails	N/A	Pipelines	3
Managed Lands	N/A		

Explanation:

Other Road Projects: Traffic Signal Modernization and Added Travel Lanes projects are active in the vicinity of SR 261 and SR 66. No impact is expected from the sale of either parcel.

Cemeteries: Hedge Cemetery is located approximately 0.33 mile northeast of Parcel 57. No impact is expected from the sale of either parcel.

Religious Facilities: Gateway Church is located approximately 0.35 mile northwest of Parcel 57. No impact is expected from the sale of either parcel.

Schools: Trinity College of the Bible is located approximately 0.4 mile south of SR 66 on Old SR 261. No impact is expected from the sale of these parcels.

Pipelines: Southern Indiana Gas and Electric has two (2) natural gas pipelines that run in a general east-west direction over 0.25 mile south of SR 66. Ashland Oil has one (1) crude oil pipeline that is 0.33 mile west of Parcel 57. No impact is expected from the sale of either parcel.

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:			
Canal Routes – Historic	N/A	Canal Structures – Historic	N/A
NWI Wetland Lines	1	Floodplain-DFIRM	2
NWI Wetland Polygons	4	NWI Wetland Points	N/A
Rivers & Streams	9	Lakes	9
IDEM 303d Listed Rivers and Streams	N/A	IDEM 303d Listed Lakes	N/A
Cave Entrance Density	N/A	Sinkhole Areas	N/A
Karst Springs	N/A	Sinking-Stream Basins	N/A

Explanation:

NWI Wetland Lines: One NWI Wetland Line is located 0.3 mile southeast of Parcel 89. No impacted is expected from the sale of either parcel.

Floodplain-DFIRM: One floodplain is located 0.18 south-southeast of the Parcel 89, and one floodplain is located 0.17 mile west of Parcel 57. No impact is expected from the sale of either parcel.

NWI Wetland Polygons: Four wetlands are located within the ½ mile buffer of the parcels; however, none of them are near the subject parcels. No impact is expected from the sale of either parcel.

Rivers and Streams: Nine intermittent/perennial streams are located within the ½ mile buffer of the subject parcels, the nearest being 0.05 mile northeast and east of Parcel 89. No impacted is expected from the sale of either parcel.

Lakes: Nine perennial lakes/ponds are located within the ½ mile buffer; however, none of them are near the subject parcels. No impact is expected from the sale of either parcel.

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	N/A	Petroleum Fields	N/A
Mines – Surface	1	Mines – Underground	N/A

Explanation:

Surface Mines: One surface mine was noted at the eastern edge of the ½ mile buffer, and records indicate that it operated from 1975 to 1981. No impact is expected from the sale of either parcel.

Ecological Information

The Warrick 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.

Research into the Indiana Heritage database revealed no state or federal ETR species within a ½ mile radius of the subject parcel. Sale of the subject parcels is not expected to impact ETR species or high quality natural communities.

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 the Cultural Resources Section is pending and had not been completed at the time of this RFI.

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	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	1
Manufactured Gas Plant Sites	N/A	Industrial Waste Sites	N/A
Underground Storage Tanks (USTs)	3	Leaking Underground Storage Tanks (LUSTs)	4
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:

Institutional Control Sites: One Institutional Control Site, which is also a LUST site, is located at 4011 SR 261, the southwest corner of the intersection of SR 66 and SR 261. This is Tobacco Road 138/Marathon 2230 has an Environmental Restrictive Covenant that restricts land use because of the presence of soil and groundwater contamination. No impact is expected from the sale of either parcel.

USTs: The nearest UST site is 0.1 mile east of Parcel 57. No impact is expected from the sale of either parcel.

LUSTs: Other than the LUST site discussed above, the only other site close to Parcel 89 is Huck's 272, which is located on the southeast corner of the intersection of SR 261 and SR 66. A No Further Action Letter was issued by IDEM for this site on 7-13-09. No impact to or from any of the LUST sites is expected.

RECOMMENDATIONS:

Infrastructure: N/A

Water Resources: N/A

Mining/Mineral Exploration: N/A

Ecological Information: If Early Coordination was completed prior to submission of the red flag for review and IDNR has commented, those comments should be included.

Cultural Resources: A review by the Cultural Resources Section is pending and had not been completed at the time of this RFI.

HazMat Concerns: N/A

Supervisory concurrence: Digitally signed by Kenneth B. McMullen DN: cn=Kenneth B. McMullen, o=Division Of Environmental Services, INDOT, ou=Environmental Policy Manager, email=kmcmullen@indot.in.gov, c=US Date: 2012.07.25 11:01:30 -04'00'

Prepared by:
Marlene Mathas
Hazardous Materials Team Lead
INDOT Central Office, 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.

GENERAL SITE MAP SHOWING PROJECT AREA: YES

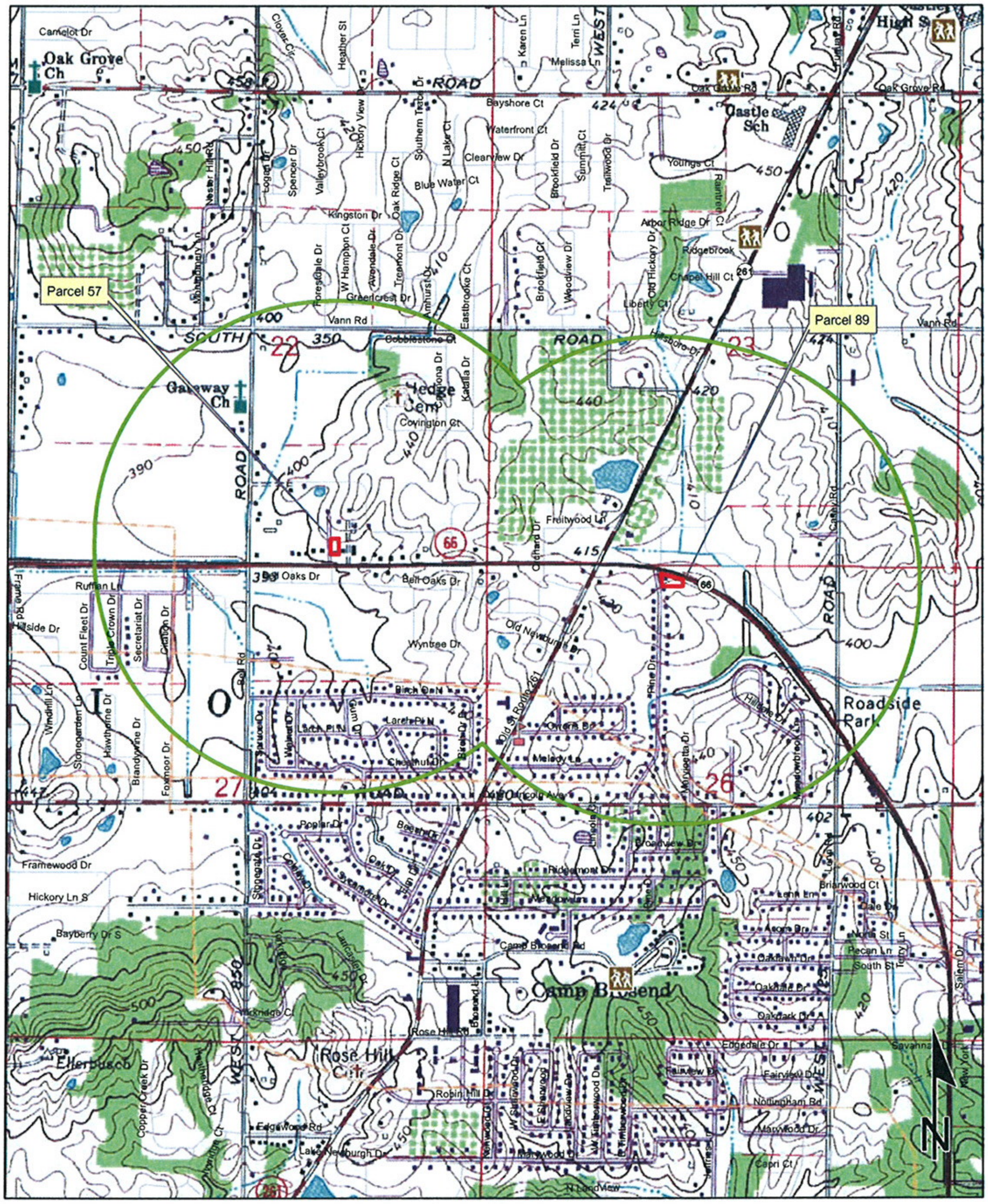
INFRASTRUCTURE: YES

WATER RESOURCES: YES

MINING/MINERAL EXPLORATION: YES

HAZMAT CONCERNS: YES

Red Flag Investigation - Project Location Map
SR 66
LA 3559, Parcels 57 and 89, Excess Parcels
Newburgh, Warrick 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

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.

NEWBURGH QUADRANGLE
INDIANA - KENTUCKY
7.5. MINUTE SERIES (TOPOGRAPHIC)
1964
PHOTOREVISED 1980

Red Flag Investigation - Infrastructure Map
SR 66
LA 3559, Parcels 57 and 89, Excess Parcels
Newburgh, Warrick 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.

0.1 0.05 0 0.1 Miles

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

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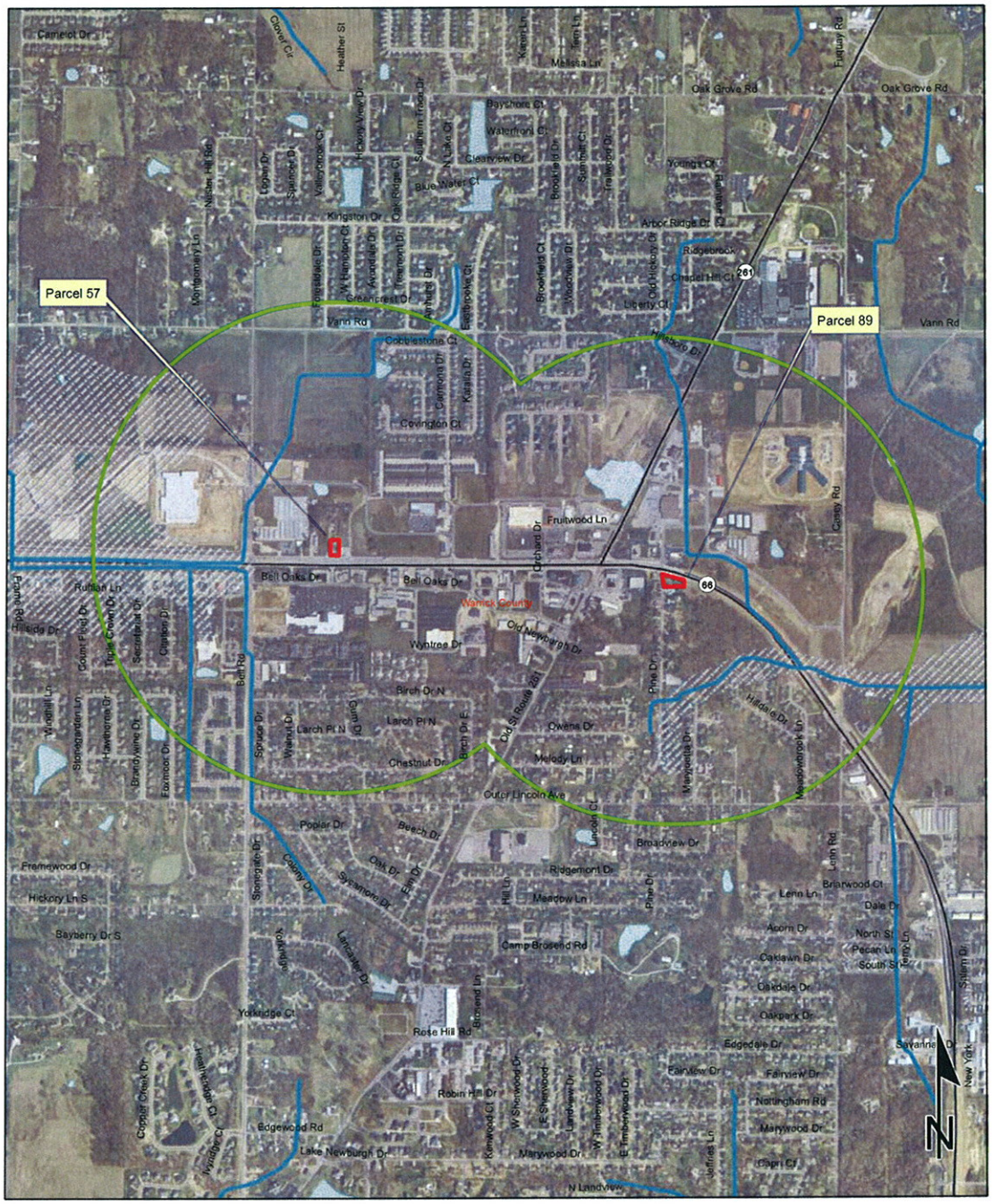
Red Flag Investigation - Water Resources Map
SR 66
LA 3559, Parcels 57 and 89, Excess Parcels
Newburgh, Warrick County, Indiana



0.10.05 0 0.1 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.

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	

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Red Flag Investigation - Mining/Mineral Exploration Map
SR 66
LA 3559, Parcels 57 and 89, Excess Parcels
Newburgh, Warrick County, Indiana

0.1 0.05 0 0.1 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.

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

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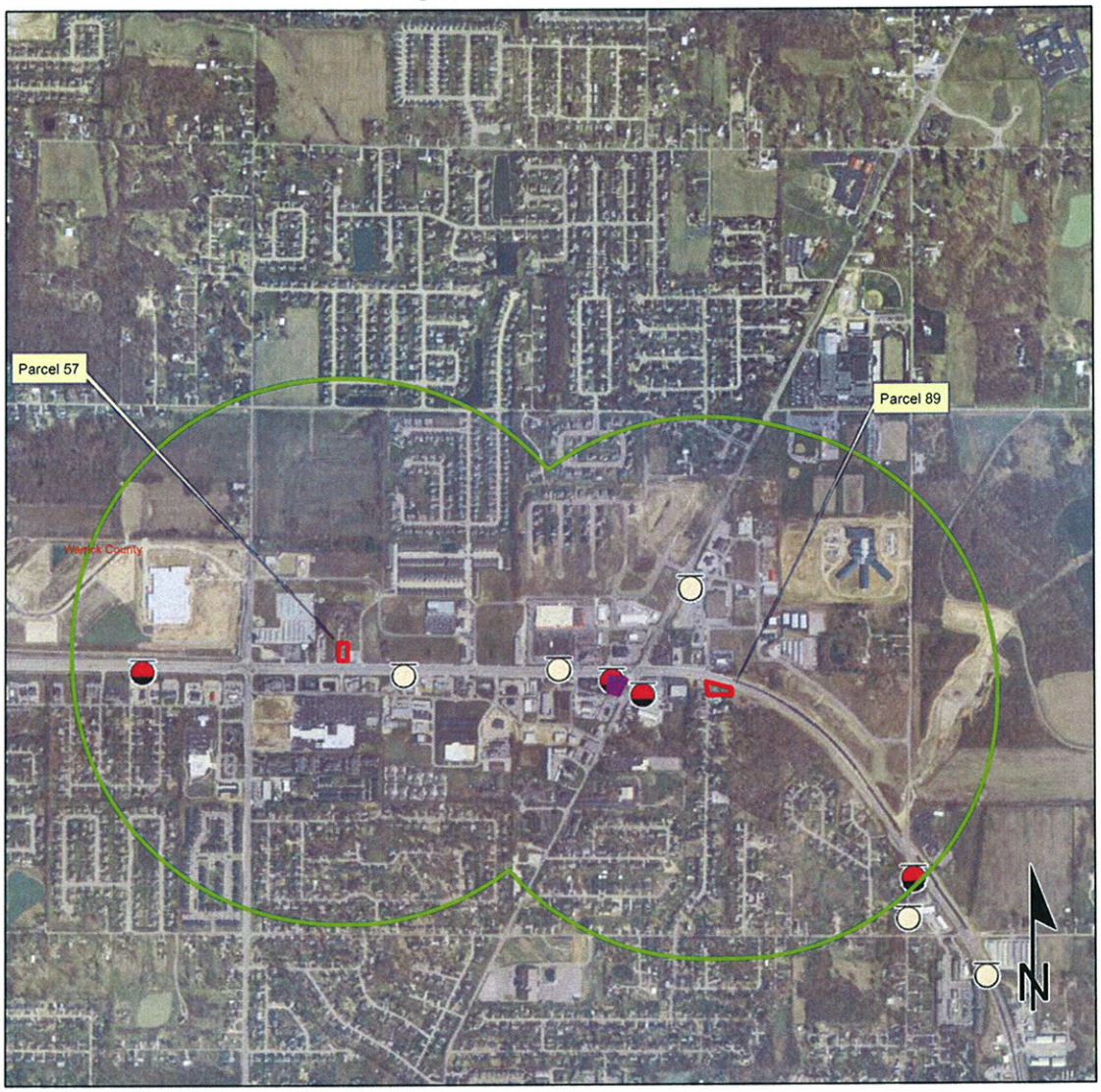
Red Flag Investigation - Hazardous Materials Concerns Map
SR 66
LA 3559, Parcels 57 and 89, Excess Parcels
Newburgh, Warrick County, Indiana



- Brownfield
- Corrective Action Sites
- Confined Feeding Operation
- Construction/Demolition Site
- Leaking Underground Storage Tank
- Etiological Waste Site
- Lagoon
- Manufactured Gas Plant
- NPDES Facilites
- NPDES Pipe Locations
- Open Dump Waste Site
- Restricted Waste Site
- Septage Waste Site
- Solid Waste Landfill
- State Cleanup Site
- Tire Waste Site
- Waste Transfer Station
- Waste Treatment Storage Disposal
- Underground Storage Tank
- Voluntary Remediation Program
- Superfund
- 303d Listed Rivers
- 303d Listed Lakes
- Institutional Controls
- County Boundary
- Project Area
- Half Mile Radius
- Interstate
- US Route
- State Route
- Local Road

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

www.in.gov/dot/
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Indiana County Endangered, Threatened and Rare Species List

County: Warrick

Species Name	Common Name	FED	STATE	GRANK	SRANK
Mollusk: Bivalvia (Mussels)					
Plethobasus cyphyus	Sheepnose	C	SE	G3	S1
Pleurobema cordatum	Ohio Pigtoe		SSC	G4	S2
Reptile					
Nerodia erythrogaster neglecta	Copperbelly Water Snake	PS:LT	SE	G5T3	S2
Opheodrys aestivus	Rough Green Snake		SSC	G5	S3
Bird					
Ammodramus henslowii	Henslow's Sparrow		SE	G4	S3B
Asio flammeus	Short-eared Owl		SE	G5	S2
Botaurus lentiginosus	American Bittern		SE	G4	S2B
Buteo lineatus	Red-shouldered Hawk		SSC	G5	S3
Circus cyaneus	Northern Harrier		SE	G5	S2
Dendroica cerulea	Cerulean Warbler		SE	G4	S3B
Haliaeetus leucocephalus	Bald Eagle	LT,PDL	SE	G5	S2
Helmitheros vermivorus	Worm-eating Warbler		SSC	G5	S3B
Ictinia mississippiensis	Mississippi Kite		SSC	G5	S1B
Ixobrychus exilis	Least Bittern		SE	G5	S3B
Lanius ludovicianus	Loggerhead Shrike	No Status	SE	G4	S3B
Nyctanassa violacea	Yellow-crowned Night-heron		SE	G5	S2B
Rallus limicola	Virginia Rail		SE	G5	S3B
Tyto alba	Barn Owl		SE	G5	S2
Mammal					
Lasiurus borealis	Eastern Red Bat		SSC	G5	S4
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
Sylvilagus aquaticus	Swamp Rabbit		SE	G5	S1
Vascular Plant					
Bacopa rotundifolia	Roundleaf Water-hyssop		ST	G5	S1
Carex bushii	Bush's Sedge		ST	G4	S1
Carex socialis	Social Sedge		SR	G4	S2
Catalpa speciosa	Northern Catalpa		SR	G4?	S2
Clematis pitcheri	Pitcher Leather-flower		SR	G4G5	S2
Dicliptera brachiata	Wild Mudwort		SE	G5	S1
Didiplis diandra	Water-purslane		SE	G5	S2
Eleocharis wolfii	Wolf Spikerush		SR	G3G4	S2
Festuca paradoxa	Cluster Fescue		ST	G5	S1
Hypericum denticulatum	Coppery St. John's-wort		ST	G5	S2
Iresine rhizomatosa	Eastern Bloodleaf		SR	G5	S2
Nothoscordum bivalve	Crow-poison		SR	G4	S2

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: Warrick

Species Name	Common Name	FED	STATE	GRANK	SRANK
Orobanche riparia	Bottomland Broomrape		SE	G5	S2
Perideridia americana	Eastern Eulophus		SE	G4	S1
Poa wolfii	Wolf Bluegrass		SR	G4	S2
Rudbeckia fulgida var. fulgida	Orange Coneflower		WL	G5T4?	S2
Scutellaria parvula var. australis	Southern Skullcap		WL	G4T4?	S2
Stenanthium gramineum	Eastern Featherbells		ST	G4G5	S1
Styrax americanus	American Snowbell		WL	G5	S3
Taxodium distichum	Bald Cypress		ST	G5	S2
Thalictrum pubescens	Tall Meadowrue		ST	G5	S2
Trachelospermum difforme	Climbing Dogbane		SR	G4G5	S2
High Quality Natural Community					
Forest - flatwoods dry	Dry Flatwoods		SG	G2?	S2
Forest - floodplain wet	Wet Floodplain Forest		SG	G3?	S3
Forest - upland dry-mesic	Dry-mesic Upland Forest		SG	G4	S4
Other					
Freshwater Mussel Concentration Area	Mussel Bed		SG	G3	SNR

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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: _____