

Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated **May 9, 2013**, by and between **THE STATE OF INDIANA** acting through the Indiana Department of Administration, ("Seller") and _____, ("Buyer").

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

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

- 1.1 Property. The property commonly known as **INDOT Code 4725 – 1, SR 56, Gibson 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"

Project: ST-26-56 (1)
Code: 4725
Parcel: 1 Excess Land
Key No. 14-02-28-500-002.004-005

Sheet 1 of 1

Form: WD-1

A part of Lot thirty-three (33) in Brown's First Addition to the Town of Hazleton, described as follows: Beginning at the southeast corner of said lot, and thence running north sixty (60) feet; thence west one hundred ninety-eight (198) feet; thence south sixty (60) feet; thence east one hundred ninety-eight (198) feet to the place of beginning. (The preceding quoted from existing record documents and the following bearings and distances are based upon the Location Control Route Survey recorded as Instrument # 20000003728 in the Office of the Recorder of Gibson County.) *excepting therefrom*: Beginning at the southeast corner of said Lot; thence North 83 degrees 28 minutes 30 seconds West, a distance of 198.03 feet (198' record) to the southwest corner of said Lot; thence along the west side of said Lot, North 06 degrees 22 minutes 34 seconds East, a distance of 8.56 feet to the intersection with the line formed between the points designated "2" and "5" on the attached Right of Way Parcel Plat marked Exhibit "B"; thence South 83 degrees 36 minutes 44 seconds East, a distance of 118.64 feet to the point designated "5" on said Plat; thence North 56 degrees 06 minutes 18 seconds East, a distance of 71.25 feet to the point designated "6" on said Plat; thence along the line formed between the points designated "6" and "7" on said Plat, North 22 degrees 31 minutes 51 seconds East, a distance of 5.31 feet to the north line of the land described in Instrument #200300011236; thence along said north line, South 83 degrees 28 minutes 30 seconds East, a distance of 23.55 feet to the northeast corner of said land; thence South 06 degrees 22 minutes 34 seconds West, a distance of 60.15 feet (60' record) to the POINT OF BEGINNING; said described exception containing 0.098 Acres (4271 Square Feet), more or less; Containing in all 0.175 Acres (7641 Square Feet), more or less, after said exception.

[This description is subject to any and all easements, rights of way, covenants, or restrictions; recorded or observable.]

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

This description was prepared for the Indiana Department of Transportation by Richard Paul Croix Hodges, Indiana RLS # 20400026 this 18th day of October, 2012.



Richard Paul Croix Hodges, 10/18/2012



EXHIBIT D

CATEGORICAL EXCLUSION LEVEL 1 FORM	Date: February 8, 2013
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Initial Version

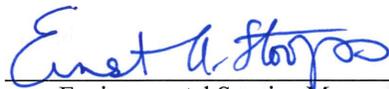
 Additional Information to CE Level 1 Dated:

Purpose of this document:

CE Level 1 documentation for exempted projects

 State-funded categorical exemption documentation

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



 2/08/2013

Environmental Scoping Manager or
~~Environmental Policy Manager~~
Date

PROJECT INFORMATION			
Project Number, County, Route	SR 56, Orange County, LA Code 4725, Parcel 1 - Excess Land	Des Number	9608000
Project Description	Liquidation of Excess Land – This includes the liquidation of State property classified as excess land.		
Purpose and Need for Action:	Excess Land Liquidation: The purpose of this action is to liquidate the excess property that has been determined to be unnecessary. By selling the property, it eliminates the need for maintenance and allows the limitation of unnecessary land holdings.		
Alternatives Considered:	The do-nothing alternative was considered, but rejected since it would not meet the purpose and need of the projects.		
Project Termini:	n/a		
Funding Source(s):	___ Federal ___ State ___ Local	Estimated Cost	n/a
Project Sponsor:	INDOT	Project Length	n/a

Name and organization of CE Level 1 Preparer: Kelly Cummins – INDOT, Vincennes District

SCOPE OF THE PROPOSED ACTION		
Public Involvement	No: X	Possible:
Comments:	No public controversy is expected.	
Relocation of residences/businesses/etc.*	No: X	Possible:
Comments:	No relocations will be necessary.	
Right-of-way in acres (permanent and temporary)*	No: X	Possible:
Comments:	Property will only be sold to willing buyers. Applicable Federal regulations will be followed.	
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.	
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 to public service providers.	
Involvement with existing bridge(s) (Include structure number(s))	No: X	Possible:
Comments:	There are no bridges within the limits of the excess property.	

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.	
Disturbance of Terrestrial Habitat (acres)	No: X	Possible:
Comments:	There will be no construction which adversely affects habitat as part of this project.	

INVOLVEMENT WITH RESOURCES			
Karst Features		No: <input checked="" type="checkbox"/>	Possible:
Comments:	No karst features will be impacted by the sale of this property. If these features are discovered, INDOT Environmental Services (INDOT ES) shall be contacted to coordinate with the US Fish and Wildlife Service and manage preparation of a separate environmental document. If unexpected karst features are discovered during construction, work shall cease immediately in the affected area and INDOT ES will be contacted. INDOT ES will coordinate with USFWS to determine appropriate protective measures.		
Threatened and Endangered Species Present/Impacted*		No: <input checked="" type="checkbox"/>	Possible:
Comments:	No endangered species will be impacted.		
Impacts to Sole Source Aquifer*		No: <input checked="" type="checkbox"/>	Possible:
Comments:	There is no known Sole Source Aquifer located in the Vincennes District.		
Flood Plains (note transverse or longitudinal impact)		No: <input checked="" type="checkbox"/>	Possible:
Comments:	The project will not alter flood elevations.		
Farmland (acres)		No: <input checked="" type="checkbox"/>	Possible:
Comments:	This project is not of a type which will affect farmland.		
Cultural Resources (Section 106)*		No: <input checked="" type="checkbox"/>	Possible:
Comments:	<p>The property has been determined to be of a nature which has no potential to adversely affect resources protected by Section 106 of the Historic Preservation Act. With regard to above-ground resources, the parcel known as LA 4725, Parcel 1 was included in the area of potential effects (APE) during the Section 106 review in the late 1990s for INDOT Des. No. 9608000, a project which has since been eliminated. It is unclear from INDOT's files whether a finding of effect was ever formally issued for that project, but the SHPO office did state in a letter dated January 28, 2000 that "there are no identified historic buildings, structures, districts, objects, or archaeological resources listed in or eligible for inclusion in the National Register within the probable area of potential effects." Because the letter is over 10 years old, an INDOT-Cultural Resources Office (CRO) historian who meets the Secretary of the Interior's Professional Qualification Standards per 36 CFR Part 61 reviewed the information for this parcel. One building is located on the parcel known as LA 4725, Parcel 1, which is a garage. According to Gibson County online property record cards, the garage is a wood-frame structure that was built circa 1988. It is clad in vinyl siding and does not appear to possess any architectural or historical significance.</p> <p>The State and National Register of Historic Places lists for Gibson County were checked. No properties on these lists are located near the parcel. Additionally, the <i>Gibson County Interim Report of the Indiana Historic Sites and Structures Inventory</i> was referenced (1984; Hazelton Scattered Sites). No properties are recorded near this parcel. Gibson County was resurveyed in 2010 with the results available in the Indiana State Historic Architectural and Archaeological Research Database (SHAARD). A review of the SHAARD records shows that three properties are recorded near this parcel: Site No. 051-499-11017, a house immediately north of this parcel; Site No. 051-499-11013, a house immediately west of this parcel across an alley; and Site No. 051-499-11031, a house immediately southwest of this parcel across South St. All of these properties are rated "contributing," indicating they likely do not possess the level of historical or architectural significance necessary to be considered National Register eligible. Additionally, review of the photographs of these properties in SHAARD shows they have all undergone several alterations that affect their material integrity. Based on the available information and pursuant to Indiana Code 14-21-1-14, INDOT-CRO does not think that this parcel contains historic structures or that the sale of this parcel is an activity that has the potential to cause effects on any above-ground resources eligible for or listed in the National Register.</p>		

INVOLVEMENT WITH RESOURCES		
	With regard to archaeological resources, the Phase Ia archaeological investigation found no archaeological sites within the excess land. SHPO concurred with the Cultural Resources Office in a letter dated January 22, 2013. See Attachment 2 for Cultural Resources Information.	
Section 4(f) and Section 6(f) Resources *	No: <input checked="" type="checkbox"/>	Possible:
Comments:	There are no Section 4(f) or 6(f) resources involved.	
Air Quality Non-attainment Area	No: <input checked="" type="checkbox"/>	Possible:
Comments:	This projects is exempt from air quality analysis in accordance with 40 CFR Part 93.126 Table 2. This project is not of air quality concern; therefore, it will have no significant impact on air quality.	
Noise Analysis Required*	No: <input checked="" type="checkbox"/>	Possible:
Comments:	This project is not a Type I project. In accordance with 23 CFR 772 and the INDOT Traffic Noise Policy (FHWA concurrence on February 26, 2007), these actions do not require formal noise analysis.	
Community/Economic Impacts	No: <input checked="" type="checkbox"/>	Possible:
Comments:	No negative impacts are anticipated for the established communities.	
Environmental Justice	No: <input checked="" type="checkbox"/>	Possible:
Comments:	Any property to be sold will be sold to willing buyers. No disproportionate adverse impacts to protected populations are expected.	
Hazardous Materials	No: <input checked="" type="checkbox"/>	Possible:
Comments:	The property to be sold has been assessed for hazardous materials, and no areas of concern were found. See Attachment 3 for Red Flag Investigation.	
Permits	No: <input checked="" type="checkbox"/>	Possible:
Comments:	Permits are not required for this project.	

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

ENVIRONMENTAL COMMITMENTS:
<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 INDOT Environmental Services (INDOT ES) shall also be notified. (Required)</p> <p>If unexpected karst features are discovered, INDOT ES will be contacted. INDOT ES will coordinate with USFWS to determine appropriate protective measures. (Call INDOT ES Nathan Saxe – 317-232-0240) (INDOT – Required)</p>

Categorical Exclusion Level Thresholds

	Level 1	Level 2	Level 3	Level 4
Relocations	None	≤ 2	> 2	> 10
Land¹	< 0.5 acres	< 10 acres	≥ 10 acres	≥ 10 acres
Length of added through lane	None	< 1 miles	≥ 1 mile	≥ 1 mile
Permanent Traffic pattern alteration	None	None	Yes	Yes
New alignment	None	None	< 1 mile	≥ 1 mile ²
Wetlands	< 0.1 acres	< 1 acre	< 1 acre	≥ 1 acre
Stream Impacts	≤ 300 linear feet of stream impacts, no work beyond 75 feet from pavement	> 300 linear feet impacts, or work beyond 75 feet from pavement	N/A	N/A
Section 4(f)*	None	None	None	Any impacts
Section 6(f)	None	None	Any impacts	Any impacts
Section 106	“No Historic Properties Affected” or falls within guidelines of Minor Projects PA	“No Adverse Effect” or “Adverse Effect”	N/A	If ACHP involved
Noise Analysis Required	No	No	Yes ³	Yes ³
Threatened/Endangered Species*	“Not likely to Adversely Affect”, or Falls within Guidelines of USFWS 9/8/93 Programmatic Response	N/A	N/A	“Likely to Adversely Affect” ⁴
Sole Source Aquifer Groundwater Assessment	Detailed Assessment Not Required	Detailed Assessment Not Required	Detailed Assessment Not Required	Detailed Assessment Required
Approval Level • ESM ⁵ • ES ⁶ • FHWA	Yes	Yes	Yes Yes	Yes Yes Yes

*These thresholds have changed from the March 2009 Manual.

¹Permanent and/or temporary land.

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

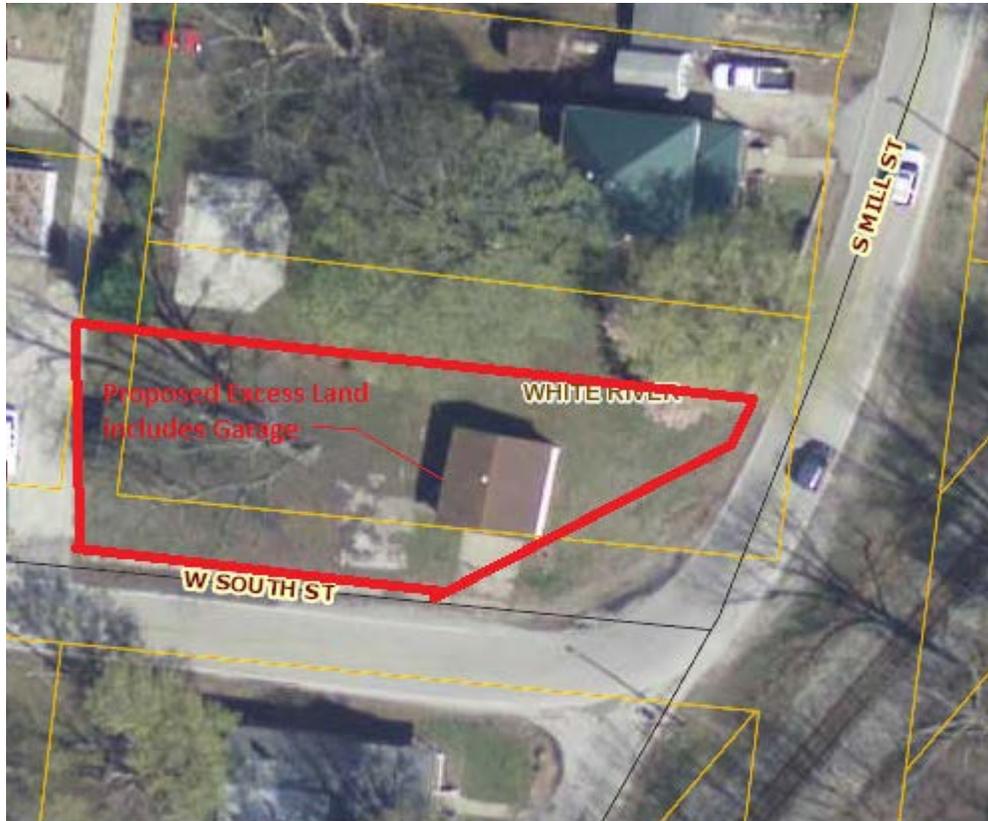
³In accordance with INDOT’s Noise Policy.

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

⁵Environmental Scoping Manager

⁶Environmental Services

Attachment 1
Location Map
And
Property Description



the garage has some personal property in it please do not disturb. Contact Randy Carie at 812-895-7368 if you have an issue or any questions.

EXHIBIT "A"

Project: ST-26-56 (1)
Code: 4725
Parcel: 1 Excess Land
Key No. 14-02-28-500-002.004-005

Sheet 1 of 1

Form: WD-1

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This description was prepared for the Indiana Department of Transportation by Richard Paul Croix Hodges, Indiana RLS # 20400026 this 18th day of October, 2012.



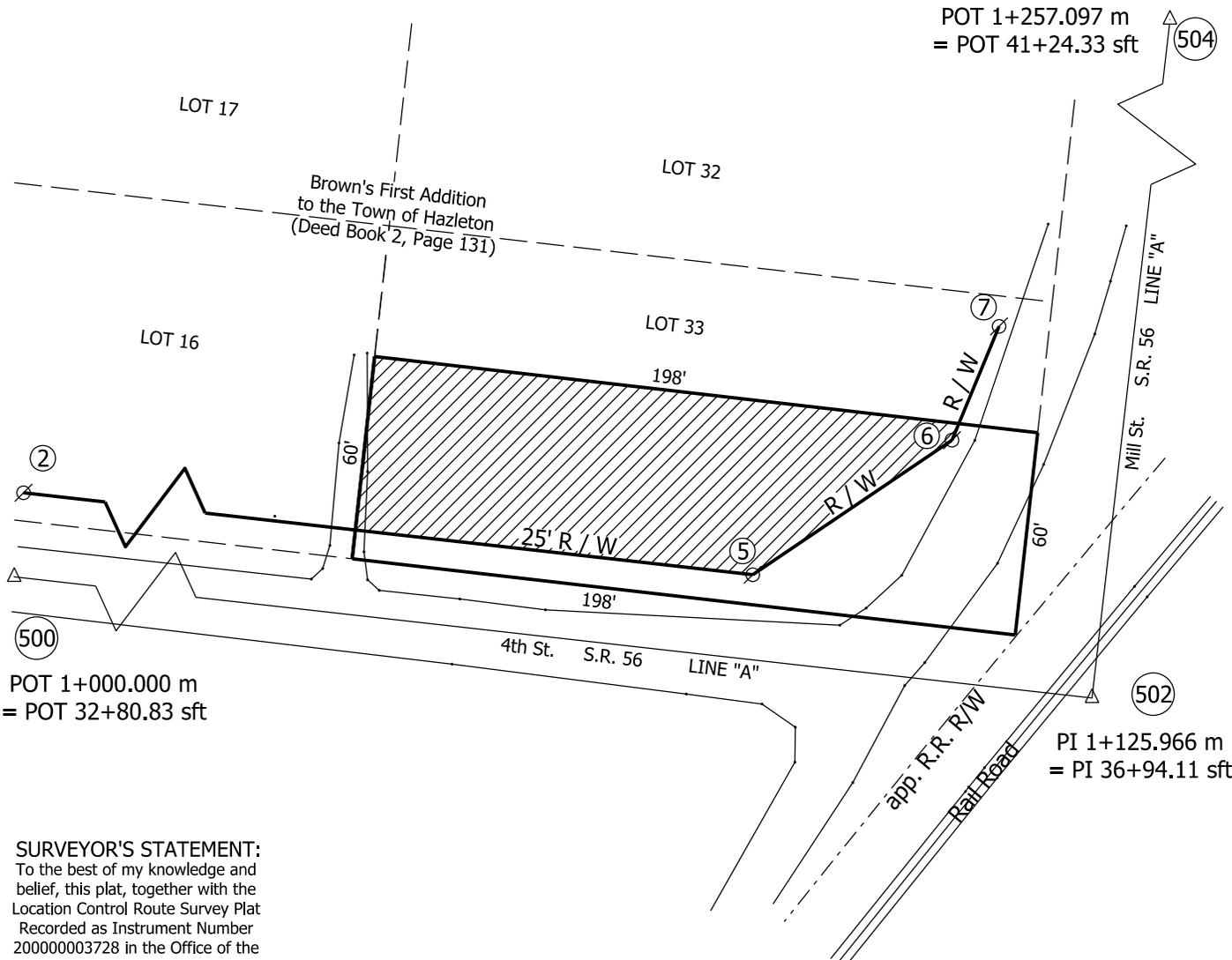
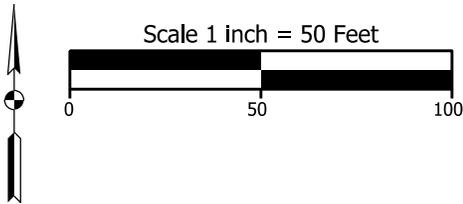
Richard Paul Croix Hodges, 10/18/2012



Exhibit "B"

Right of Way Parcel Plat

Prepared by:
Indiana Department of Transportation
Vincennes District
3650 S. U.S. Hwy. 41
Vincennes, IN 47591



POT 1+000.000 m
= POT 32+80.83 sft

POT 1+257.097 m
= POT 41+24.33 sft

PI 1+125.966 m
= PI 36+94.11 sft

SURVEYOR'S STATEMENT:
To the best of my knowledge and belief, this plat, together with the Location Control Route Survey Plat Recorded as Instrument Number 200000003728 in the Office of the Recorder of Gibson County, Indiana (Incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12 ("Rule 12").

Date: 10/30/2012

Richard Paul Croix Hodges
Richard Paul Croix Hodges
LS 20400026



PARCEL DATA & COORDINATE CHART (shown in US Feet)						
Point	Alignment	Station	Offset	Lt./Rt.	Northing	Easting
500, 502, & 504	* SEE LOCATION & CONTROL ROUTE SURVEY FOR INFORMATION *					
2	"A"	32+80.83	25.00	Lt.	35133.0928	37507.5354
5	"A"	35+90.00	25.00	Lt.	35098.6964	37814.7828
6	"A"	37+65.00	50.00	Lt.	35138.4288	37873.9223
7	"A"	38+00.00	40.00	Lt.	35172.0510	37887.8703
Note: Stations & Offsets control over both the North & East Coordinates and Bearings & Distances						
* See LCRS Plat recorded as Instrument # 200000003728 in the Office of the Recorder of Gibson County						
** Additional calculated corner information from other records**						
Note: Alignment "A" is the Project Control Line						

OWNER: State of Indiana
PARCEL: 1 Excess
LA CODE: 4725
PROJECT: ST-26-56 (1)
ROAD: S.R. 56
COUNTY: Gibson
SECTION: LOC 7 / DON 32
TOWNSHIP: 1 N
RANGE: 10 W

NOTE: CENTERLINE STATIONING IS FEET

HATCHED AREA IS THE APPROXIMATE EXCESS

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

DES. NO.: 9608000
DRAWN BY: C. HODGES 10/30/2012
CHECKED BY: CHECKED BY AND DATE

Instrument: # 200300011236

Attachment 2
Cultural Resources
Information



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:

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:

PROJECT LOCATION

County: Gibson

USGS 7.5' series Topographic Quadrangle: Patoka

Civil Township: White River

Legal Location:

1/4, 1/4, 1/4, NW 1/4, Section: 32 Township: 1 N Range: 10 W

1/4, 1/4, 1/4, 1/4, Section: Township: Range:

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:

Comments: military grant section 32

Property Owner: INDOT

PROJECT AREA DETAILS

Length meters: 50 feet: 164.0 Width meters: 018.0 feet: 060.0 hectares: 00.1 acres: 00.2

Natural Region: Southern Bottomlands Natural Region

Topography: floodplain

Soil Association: ALFORD-SYLVAN-IONA (UDSA 2002)

Soils: Elkinsville silt loam, 0 to 2 percent slopes (USDA 2012)

Drainage: Lower White

Current Land Use: vacant lot (see Figure 3)

Comments:

RECORDS REVIEW (check all that apply) Date of Records Check (month, day, year): November 29, 2012

SHAARD database

Site Maps on file at DHPA

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

12Gi-502 Robb-Schnautz Site, 19-20th century, farmstead, mill, cemetery; potentially eligible (see also David Robb Cemetery and 8-256) [McGregor 1987]
12Gi-505 Hazleton Ferry site, 19-20th century, cabin and ferry landing, unevaluated (McGregor 1987)
12Gi-519 Leonard Jones Site, 19th century farmstead, unevaluated (McGregor 1987)
12Gi-693 historic-from GLO, no fieldwork (Maust 1989)
12Gi-695 historic-from GLO, no fieldwork (Maust 1989)
12K-728 Hazleton Ferry site, from GLO, no fieldwork (Maust 1989)

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):

DeRegnaucourt (1985) examined 0.4 ac for a small structure replacement, no cultural deposits were recorded.

Helmkamp 1999 examined approximately 1 ac for a curve correction adjacent to the current project area. The excess parcel examined during the current investigation was purchased for this curve correction. The reconnaissance consisted of a single line of shovel tests along both sides of SR 56 and on Mill Road (Figure 3). No cultural materials were recorded.

Jackson (2003) examined six locations in Gibson and Pike Counties for the Prosperity Underground Mine. One borrow pit and a railroad spur creek crossing are within one mile of the project area, no cultural deposits were recorded.

Stillwell (1997) examined a proposed 0.25 ac well site in Hazleton, no cultural deposits were recorded.

Stillwell (1999) examined a proposed 0.11 ac cell tower site in Hazleton, no cultural deposits were recorded.

Though no reconnaissance was recommended, Stillwell (2001a) completed a literature review for proposed improvements to SR 56 through Hazleton.

Stillwell (2001b) examined an additional 0.6 ac for the cell tower near Hazleton, no cultural deposits were recorded.

Stillwell (2003) examine approximately 1 ac for proposed improvements to the CSX Railroad crossing at SR 56 in Hazleton, no cultural deposits were recorded.

Wappenstein (1998) examined a public access site for the White River in Hazleton, no cultural deposits were recorded.

List other institutions:

Cemetery Records

Results:

Barnett, Section 2
Brown, Section 14 (near the Barnett Cemetery)
David Robb, Section 31
IOOF (old and new areas), Section 101
Knights of Pythias, Section 32
Sullivan, Section 32
Thompson, Section 33
Thorn, Section 28

McGregor Industrial Site records (in applicable counties)

Results:

all from McGregor (1987)
8-256 is a pioneer era flour mill, moved
8-257 c. 1884 saw mill, moved
8-258 c. 1900 flour mill, added to
8-259 c. 1884-1900 Klein Stave works, moved
8-260 c. 1910 grain mill, moved
8-261 c. 1913 blacksmith shop, moved
8-262 c. 1881 distillery, moved
8-263 c. 1881 flour mill, moved
8-264 c. 1881 sawmill, moved
8-265 c. 1910 distillery, ruins/moved
8-266 c. 1910 tile factory, moved
8-267 c. 1910 harness manufacturer, moved
8-268 c. 1881 sawmill, moved
8-269 c. 1920 grain mill move
8-270 c. 1884-1910 tin works, moved

County Interim Report

Results: There are 22 properties listed within Hazleton and seven near Hazelton in the interim report. The structures date from the mid 19th to the early 20th century (HLFI 1984).

Historic Maps

Results: Guernsey (1933) shows Robb's Fort near the project area on 1800.

Known Cultural Manifestations and/or Additional Information:

Prehistoric cultural manifestation 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.

FIELD INVESTIGATION: (check all that apply) Field Investigation Dates (month, day, year): December 11, 2012

Field Supervisor: David Moffatt

Field Crew: David Moffatt

Surface Visibility: 0%

Factors Affecting Visibility: grass and cement

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: 5

Describe Methods: Shovel tests were excavated at least 30 cm diameter and at least 30 cm deep, test pits placed at 15 m or smaller intervals. All st's were excavated to culturally sterile soil and the sediment screened through 1/4" hardware cloth.

Attach photographs documenting disturbances below

Describe Disturbances: There is a buried waterline along SR 56, evident by a fire hydrant. There is an extant garage on the eastern edge of the property. West of the garage is a crushed stone and concrete parking area. North of the parking area, beside the garage, is a concrete footing for a shed and a large, capped cistern. The cistern appeared to be made of concrete below the cap as well. At the time the property was purchased in 1999 or shortly thereafter, a house trailer was located along the norther property boundary. The back steps and a small footing for a television antenna remain (Figures 4-10).

Comments: Four shovel tests were excavated along the fence on the northern edge of the property. The fifth was excavated west of the parking area near SR 56. The A soil horizon was very dark (10YR2/1) and contained a few scattered pieces of coal slag. Coal slag is a common soil inclusion in older town lots. Lower strata were culturally sterile, all shovel tests were excavated to approximately 40 cm below the ground surface.

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: acres:

Comments:

This parcel is on Elkinsville silt loam, which is formed in alluvium, and located within the White River floodplain. Typically, this setting would be considered for a Phase Ic subsurface reconnaissance. However, this parcel is small with a significant area (approximately 65%) covered in cement or a deep bed of crushed gravel. Subsurface reconnaissance is not practical at this location.

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:

Comments:

Curation

Curation Facility for Project Documentation:



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204

PHONE: (317) 233-2061

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

December 18, 2012

James A. Glass, Ph.D.
Director, Division of Historic Preservation and Archaeology
Indiana Department of Natural Resources
Deputy State Historic Preservation Officer
402 W. Washington Street, Room 274
Indianapolis, IN 46204

Re: Archaeological Phase Ia Reconnaissance of Excess Parcel #1 (LA Code 4725) from SR 56 Radium Improvements (Des No 9608000) in Hazleton, Gibson County, Indiana.

Dear Dr. Glass

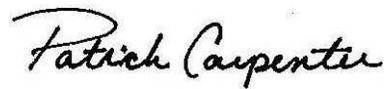
Indiana Department of Transportation, Cultural Resources Office (CRO) personnel who meet the Secretary of Interior's Professional Qualification Standards as per 36 CFR Part 61 completed a Phase Ia archaeological investigation for the above referenced project (Moffatt December 17, 2012). The archaeological records check found that no archaeological sites had been recorded within the excess parcel. An Archaeological reconnaissance found no cultural material. No additional archaeological investigation is recommended.

With regard to above-ground resources, the parcel known as LA 4725, Parcel 1 was included in the area of potential effects (APE) during the Section 106 review in the late 1990s for INDOT Des. No. 9608000, a project which has since been eliminated. It is unclear from INDOT's files whether a finding of effect was ever formally issued for that project, but the SHPO office did state in a letter dated January 28, 2000 that "there are no identified historic buildings, structures, districts, objects, or archaeological resources listed in or eligible for inclusion in the National Register within the probable area of potential effects." Because the letter is over 10 years old, an INDOT-CRO historian who meets the Secretary of the Interior's Professional Qualification Standards per 36 CFR Part 61 reviewed the information for this parcel. One building is located on the parcel known as LA 4725, Parcel 1, which is a garage. According to Gibson County online property record cards, the garage is a wood-frame structure that was built circa 1988. It is clad in vinyl siding and does not appear to possess any architectural or historical significance.

The State and National Register of Historic Places lists for Gibson County were checked. No properties on these lists are located near the parcel. Additionally, the *Gibson County Interim Report* of the Indiana Historic Sites and Structures Inventory was referenced (1984; Hazleton Scattered Sites). No properties are recorded near this parcel. Gibson County was resurveyed in 2010 with the results available in the Indiana State Historic Architectural and Archaeological Research Database (SHAARD). A review of the SHAARD records shows that three properties are recorded near this parcel: Site No. 051-499-11017, a house immediately north of this parcel; Site No. 051-499-11013, a house immediately west of this parcel across an alley; and Site No. 051-499-11031, a house immediately southwest of this parcel across South St. All of these properties are rated "contributing," indicating they likely do not possess the level of historical or architectural significance necessary to be considered National Register eligible. Additionally, review of the photographs of these properties in SHAARD shows they have all undergone several alterations that affect their material integrity. Based on the available information and pursuant to Indiana Code 14-21-1-14, INDOT-CRO does not think that this parcel contains historic structures or that the sale of this parcel is an activity that has the potential to cause effects on any above-ground resources eligible for or listed in the National Register.

Please review the enclosed archaeological report and advise us of its acceptability and recommendations. If there are any questions or concerns regarding this project, please contact Mr. David Moffatt of this section at (317)-233-3703.

Sincerely,

A handwritten signature in black ink that reads "Patrick Carpenter". The signature is written in a cursive style with a large initial "P".

Patrick Carpenter
Acting Cultural Resource Manager
INDOT Cultural Resources Office
Indiana Department of Transportation

PC/CDM/cdm

Cc.: INDOT Office of Environmental Services, Cultural Resource Office project file



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



January 22, 2013

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

State Agency: Indiana Department of Transportation ("INDOT")

Re: Phase Ia archaeological report (Moffatt, 12/17/12) concerning the sale of 0.2 acres of excess property related to SR 56 radii improvements (LA Code 4725; DHPA No. 14331)

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 December 18, 2012, and received by the DHPA on December 20, 2012, for the above indicated project in White River Township, Gibson County, Indiana.

Based on our analysis, we concur with the archaeological report and no currently known archaeological sites listed in or eligible for inclusion in the National Register of Historic Places ("NRHP") or the Indiana Register of Historic Sites and Structures ("IRHSS") will be altered, demolished, or removed by the above indicated project. Furthermore, we do not believe that any above-ground properties listed in or eligible for inclusion in the NRHP or the IRHSS exist within the named parcel.

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 any further questions regarding this determination, please contact the DHPA. Questions about archaeological issues should be directed to Wade T. Tharp at (317) 232-1650 or wtharp1@dnr.IN.gov. Questions about historic buildings or structures pertaining to this project should be directed to Chad Slider at (317) 234-5366 or cslider@dnr.IN.gov. Additionally, in all future correspondence regarding the above indicated project, please refer to DHPA No. 14331.

Very truly yours,

Ron McAhron
Deputy Director
Indiana Department of Natural Resources

RM:WTT:CWS:cws

emc: Patrick A. Carpenter, Indiana Department of Transportation
Mary Kennedy, Indiana Department of Transportation
Shaun Miller, Indiana Department of Transportation
Melany Prather, Indiana Department of Transportation
Steve Harless, Indiana Department of Administration
Michael J. Kuehl, Colliers International

Attachment 3

Red Flag Investigation



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: November 21, 2012

To: Kelly K. Cummins
Environmental/Scoping Engineer
Indiana Department of Transportation
Vincennes District
3650 S US 41
Vincennes, IN 47591

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

Re: RED FLAG INVESTIGATION
LA CODE 4725, Parcel 1
Des. 9608000, Excess Parcel
Gibson County, Indiana

NARRATIVE

The subject parcel was acquired by INDOT (Indiana Department of Transportation) for right-of-way purposes for Des. No. 9608000. 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 Parcel 1 is as follows:

A part of Lot thirty-three (33) in Brown's First Addition to the Town of Hazleton, described as follows:
Beginning at the southeast corner of said lot, and thence running north sixty (60) feet; thence west one hundred ninety-eight (198) feet; thence south sixty (60) feet; thence east one hundred ninety-eight (198) feet to the place of beginning. (The preceding quoted from existing record documents and the following bearings and distances are based upon the Location Control Route Survey recorded as Instrument # 20000003728 in the Office of the Recorder of Gibson County.)
excepting therefrom: Beginning at the southeast corner of said Lot; thence North 83 degrees 28 minutes 30 seconds West, a distance of 198.03 feet (198' record) to the southwest corner of said Lot; thence along the west side of said Lot, North 06 degrees 22 minutes 34 seconds East, a distance of 8.56 feet to the intersection with the line formed between the points designated "2" and "5" on the attached Right of Way Parcel Plat marked Exhibit "B"; thence South 83 degrees 36 minutes 44 seconds East, a distance of 118.64 feet to the point designated "5" on said Plat; thence North 56 degrees 06 minutes 18 seconds East, a distance of 71.25 feet to the point designated "6" on said Plat; thence along the line formed between the points designated "6" and "7" on said Plat, North 22 degrees 31 minutes 51 seconds East, a distance of 5.31 feet to the north line of the land described in Instrument #200300011236; thence along said north line, South 83 degrees 28 minutes 30 seconds East, a distance of 23.55 feet to the northeast corner of said land; thence South 06 degrees 22 minutes 34 seconds West, a distance of 60.15 feet (60' record) to the POINT OF BEGINNING; said described exception containing 0.098 Acres (4271 Square Feet), more or less; Containing in all 0.175 Acres (7641 Square Feet), more or less, after said exception.

SUMMARY

Infrastructure			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Religious Facilities	N/A	Recreational Facilities	2
Airports	N/A	Pipelines	N/A
Cemeteries	2	Railroads	6
Hospitals	N/A	Trails	N/A
Schools	N/A	Managed Lands	1

Explanation:

Cemeteries: There are two (2) cemeteries located within the ½ mile buffer. The presence of this item will not impact the sale of the parcel.

Recreational Facilities: There are two (2) recreational facilities located within the ½ mile buffer. The presence of these items will not impact the sale of the parcel.

Railroads: There are six (6) railroads located within the ½ mile buffer. The presence of these items will not impact the sale of the parcel.

Managed Lands: There is one managed land located within the ½ mile buffer. The presence of this item will not impact the sale of the 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:			
NWI - Points	N/A	NWI - Wetlands	12
Karst Springs	N/A	IDEM 303d Listed Lakes	N/A
Canal Structures – Historic	N/A	Lakes	1
NWI - Lines	6	Floodplain - DFIRM	2
IDEM 303d Listed Rivers and Streams (Impaired)	2	Cave Entrance Density	N/A
Rivers and Streams	4	Sinkhole Areas	N/A
Canal Routes - Historic	N/A	Sinking-Stream Basins	N/A

Explanation:

NWI – Lines: There are six (6) NWI lines located within the ½ mile buffer. The presence of these items will not impact the sale of the parcel.

Rivers and Streams: There are four (4) rivers/perennial streams located within the ½ mile buffer. The presence of these items will not impact the sale of the parcel.

IDEM 303d Listed Rivers and Streams (Impaired): There are two (2) 303d listed stream/river segments of the White River located within the ½ mile buffer. The presence of these items will not impact the sale of the parcel.

NWI – Wetlands: There are twelve (12) wetlands located within the ½ mile buffer. The presence of these items will not impact the sale of the parcel.

Lakes: There is one (1) lake located within the ½ mile buffer. The presence of this item will not impact the sale of the parcel.

Floodplain- DFIRM: There are two (2) floodplains located within the ½ mile buffer, one of which is in the project area. Environmental Services, Ecology and Permitting, should be consulted before sale of the 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	N/A	Mines – Underground	N/A

Explanation: There are no items of concern present.

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	Restricted Waste Sites	N/A
Corrective Action Sites (RCRA)	N/A	Septage Waste Sites	N/A
Confined Feeding Operations	N/A	Solid Waste Landfills	N/A
Construction Demolition Waste	N/A	State Cleanup Sites	N/A
Industrial Waste Sites (RCRA Generators)	1	Tire Waste Sites	N/A
Infectious/Medical Waste Sites	N/A	Waste Transfer Stations	N/A
Lagoon/Surface Impoundments	N/A	RCRA Waste Treatment, Storage, and Disposal Sites (TSDs)	N/A
Leaking Underground Storage Tanks (LUSTs)	N/A	Underground Storage Tanks	N/A
Manufactured Gas Plant Sites	N/A	Voluntary Remediation Program	N/A
NPDES Facilities	2	Superfund	N/A
NPDES Pipe Locations	1	Institutional Control Sites	N/A
Open Dump Sites	N/A		

Explanation:

Industrial Waste Sites (RCRA Generators): There is one (1) industrial waste site located within the ½ mile buffer. The presence of this item will not impact the sale of the parcel.

NPDES Facilities: There are two (2) NPDES facilities located within the within the ½ mile buffer. The presence of these items will not impact the sale of the parcel.

NPDES Pipe Locations: There is one (1) NPDES pipe location located within the ½ mile buffer. The presence of this item will not impact the sale of the parcel.

Ecological Information

The Gibson 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.

According to the Indiana Natural Heritage Database there are four (4) invertebrate animal species located within the ½ mile buffer, approximately 500 meters northeast of the project area. No federal or state listed endangered, threatened or rare species would be impacted by the sale of the parcel.

Cultural Resources

Consultation with Environmental Services, Cultural Resources Office, should be conducted prior to the sale of the parcel.

RECOMMENDATIONS

INFRASTRUCTURE: N/A

WATER RESOURCES: There are two (2) floodplains located within the ½ mile buffer, one of which is in the project area. Environmental Services, Ecology and Permitting, should be consulted before sale of the parcel.

MINING/MINERAL EXPLORATION: N/A

ECOLOGICAL INFORMATION: N/A

CULTURAL RESOURCES: It is recommended that a consultation with Environmental Services, Cultural Resources Office, be conducted prior to the sale of the parcel.

HAZMAT CONCERNS: N/A

INDOT Environmental Services concurrence: _____(Signature)

Prepared by:
Karen Frantsi
NEPA Specialist
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

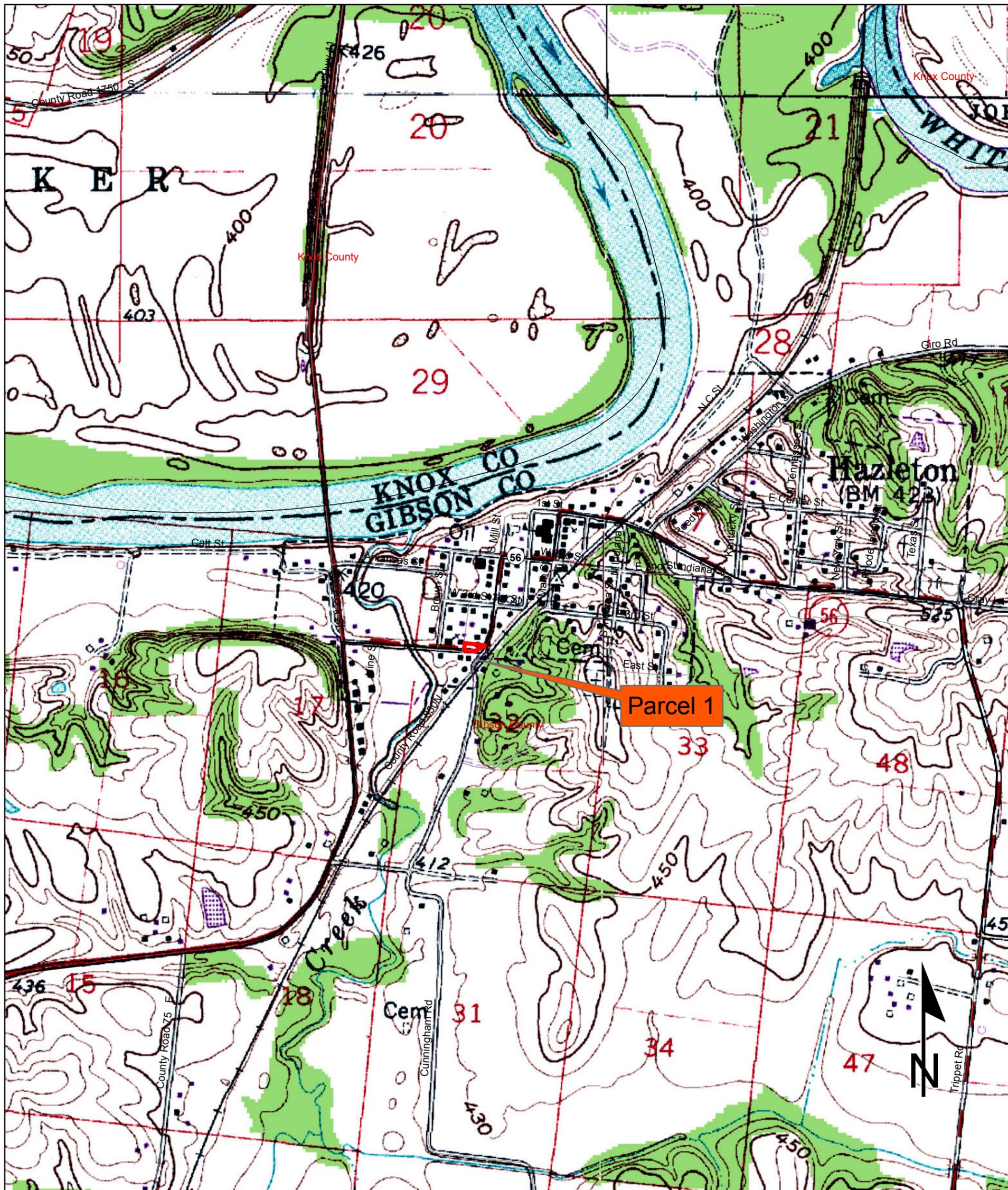
INFRASTRUCTURE: YES

WATER RESOURCES: YES

MINING/MINERAL EXPLORATION: NO

HAZMAT CONCERNS: YES

Red Flag Investigation - Location
LA CODE 4725, Excess Parcel 1
Des. No. 9608000
Gibson County, Indiana



Sources: 0.2 0.1 0 0.2 Miles
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N Map Datum: NAD83
This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

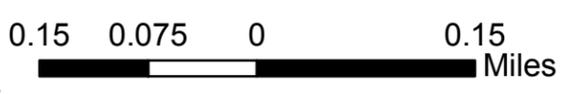
PATOKA QUADRANGLE
INDIANA
7.5 MINUTE SERIES
(TOPOGRAPHIC)

Red Flag Investigation - Infrastructure
 LA CODE 4725, Excess Parcel 1
 Des. No. 9608000
 Gibson 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.



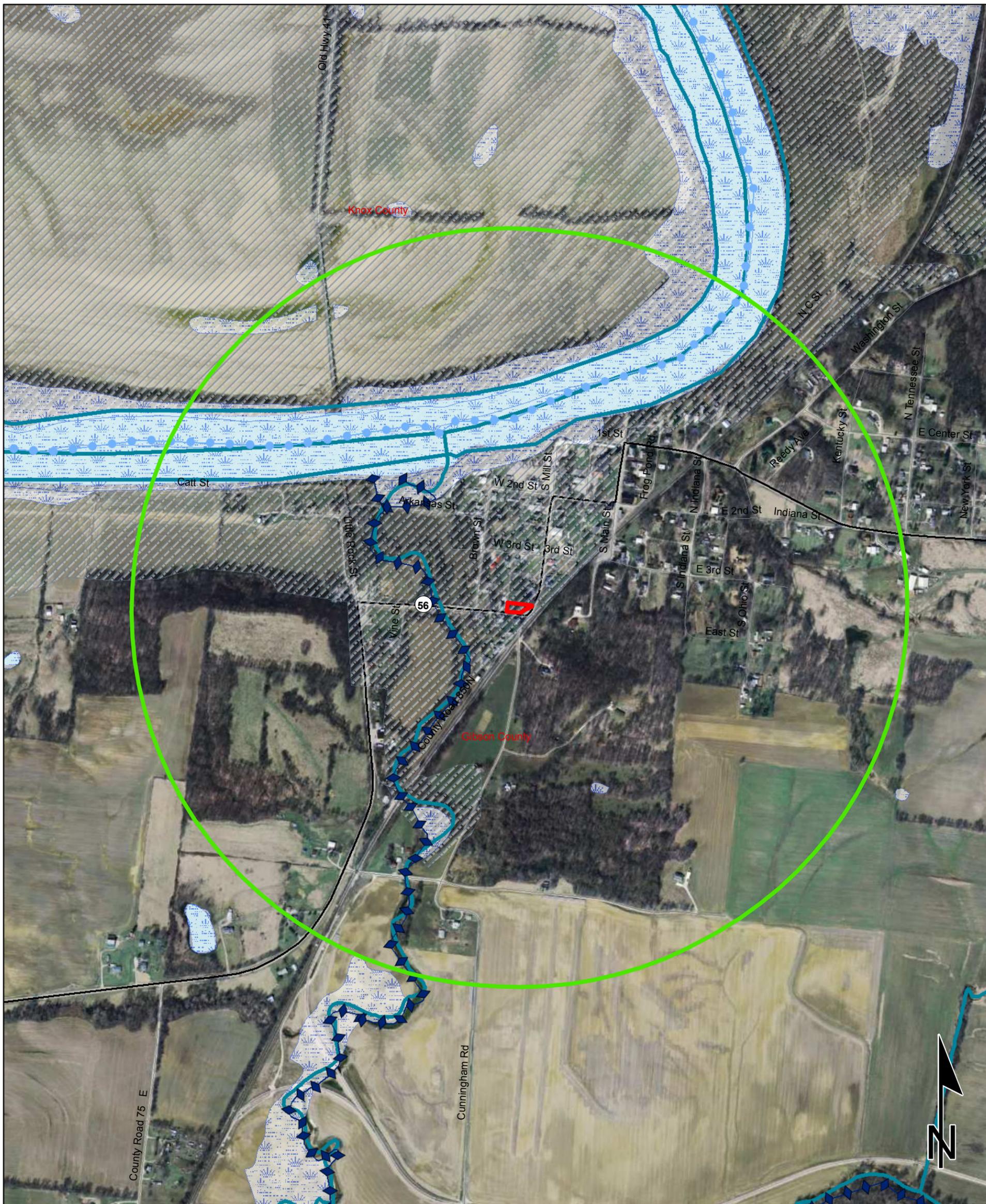
	Religious Facility		Recreation Facility		Project Area
	Airport		Pipeline		Half Mile Radius
	Cemeteries		Railroad		Interstate
	Hospital		Trails		State Route
	School		Managed Lands		US Route
			County Boundary		Local Road

Red Flag Investigation - Water Resources

LA CODE 4725, Excess Parcel 1

Des. No. 9608000

Gibson County, Indiana



Sources:
Non Orthophotography

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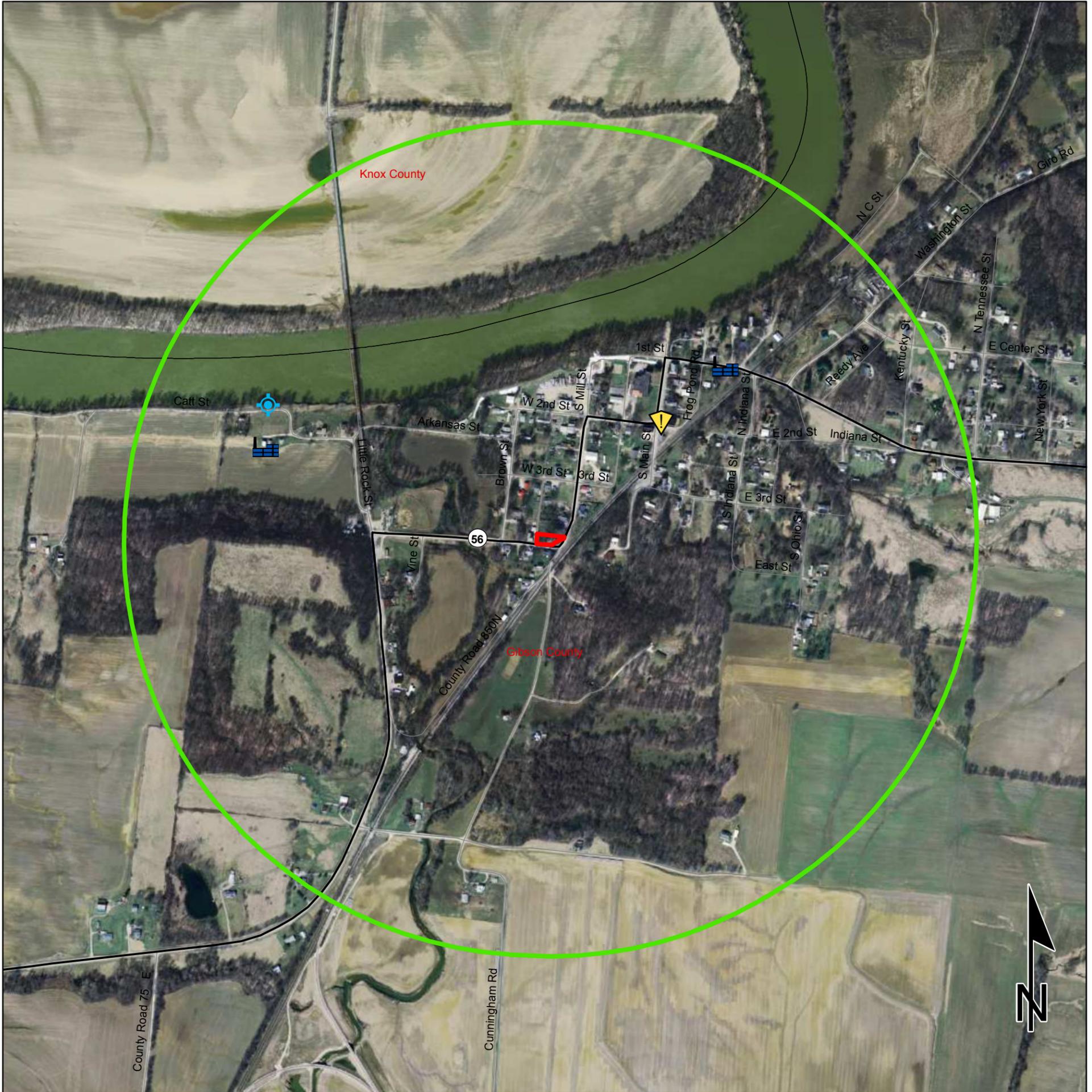
NWI - Point	Wetlands	Project Area
Karst Spring	Lake - Impaired	Half Mile Radius
Canal Structure - Historic	Lake	Interstate
NWI- Line	Floodplain - DFIRM	State Route
Stream - Impaired	Cave Entrance Density	US Route
River	Sinkhole Area	Local Road
Canal Route - Historic	Sinking-Stream Basin	County Boundary

Red Flag Investigation - HazMat Concerns

LA CODE 4725, Excess Parcel 1

Des. No. 9608000

Gibson County, Indiana



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

0.15 0.075 0 0.15
Miles

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Indiana County Endangered, Threatened and Rare Species List

County: Gibson

Species Name	Common Name	FED	STATE	GRANK	SRANK
Crustacean: Malacostraca					
<i>Orconectes indianensis</i>	Indiana Crayfish		SR	G3	S2
Mollusk: Bivalvia (Mussels)					
<i>Cyprogenia stegaria</i>	Eastern Fanshell Pearlymussel	LE	SE	G1Q	S1
<i>Epioblasma torulosa torulosa</i>	Tubercled Blossom	LE	SE	G2TX	SX
<i>Epioblasma triquetra</i>	Snuffbox		SE	G3	S1
<i>Fusconaia subrotunda</i>	Longsolid		SE	G3	SX
<i>Lampsilis abrupta</i>	Pink Mucket	LE	SE	G2	SX
<i>Obovaria subrotunda</i>	Round Hickorynut		SSC	G4	S1
<i>Plethobasus cicatricosus</i>	White Wartyback	LE	SE	G1	SX
<i>Plethobasus cooperianus</i>	Orangefoot Pimpleback	LE	SE	G1	SX
<i>Plethobasus cyphus</i>	Sheepnose	C	SE	G3	S1
<i>Pleurobema clava</i>	Clubshell	LE	SE	G2	S1
<i>Pleurobema cordatum</i>	Ohio Pigtoe		SSC	G4	S2
<i>Pleurobema plenum</i>	Rough Pigtoe	LE	SE	G1	S1
<i>Pleurobema rubrum</i>	Pyramid Pigtoe		SE	G2G3	SX
<i>Potamilus capax</i>	Fat Pocketbook	LE	SE	G1G2	S1
<i>Ptychobranhus fasciolaris</i>	Kidneyshell		SSC	G4G5	S2
<i>Quadrula cylindrica cylindrica</i>	Rabbitsfoot	C	SE	G3G4T3	S1
Insect: Ephemeroptera (Mayflies)					
<i>Homoeoneuria ammophila</i>	A Sand-filtering Mayfly		SE	G4	S1
<i>Pseudiron centralis</i>	A Mayfly		SE	G5	S1
Insect: Lepidoptera (Butterflies & Moths)					
<i>Euphyes dukesi</i>	Scarce Swamp Skipper		ST	G3	S1S2
Amphibian					
<i>Scaphiopus holbrookii</i>	Eastern Spadefoot		SSC	G5	S2
Reptile					
<i>Kinosternon subrubrum subrubrum</i>	Eastern Mud Turtle		SE	G5T5	S2
<i>Nerodia erythrogaster neglecta</i>	Copperbelly Water Snake	PS:LT	SE	G5T3	S2
<i>Opheodrys aestivus</i>	Rough Green Snake		SSC	G5	S3
<i>Pseudemys concinna concinna</i>	Eastern River Cooter		SE	G5T5	S1
<i>Terrapene carolina carolina</i>	Eastern Box Turtle		SSC	G5T5	S3
Bird					
<i>Accipiter striatus</i>	Sharp-shinned Hawk	No Status	SSC	G5	S2B
<i>Ammodramus henslowii</i>	Henslow's Sparrow		SE	G4	S3B
<i>Botaurus lentiginosus</i>	American Bittern		SE	G4	S2B
<i>Buteo lineatus</i>	Red-shouldered Hawk		SSC	G5	S3
<i>Circus cyaneus</i>	Northern Harrier		SE	G5	S2
<i>Cistothorus platensis</i>	Sedge Wren		SE	G5	S3B

Indiana Natural Heritage Data Center
Division of Nature Preserves
Indiana Department of Natural Resources
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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
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Indiana County Endangered, Threatened and Rare Species List

County: Gibson

Species Name	Common Name	FED	STATE	GRANK	SRANK
Dendroica cerulea	Cerulean Warbler		SE	G4	S3B
Falco peregrinus	Peregrine Falcon	No Status	SE	G4	S2B
Haliaeetus leucocephalus	Bald Eagle	LT,PDL	SE	G5	S2
Ixobrychus exilis	Least Bittern		SE	G5	S3B
Mniotilta varia	Black-and-white Warbler		SSC	G5	S1S2B
Nyctanassa violacea	Yellow-crowned Night-heron		SE	G5	S2B
Phalaropus tricolor	Wilson's Phalarope		SSC	G5	SHB
Rallus elegans	King Rail		SE	G4	S1B
Stemula antillarum athalassos	Interior Least Tern	LE	SE	G4T2Q	S1B
Tyto alba	Barn Owl		SE	G5	S2
Vermivora chrysoptera	Golden-winged Warbler		SE	G4	S1B
Mammal					
Lasiurus borealis	Eastern Red Bat		SSC	G5	S4
Lutra canadensis	Northern River Otter		SSC	G5	S2
Mustela nivalis	Least Weasel		SSC	G5	S2?
Myotis lucifugus	Little Brown Bat		SSC	G5	S4
Myotis septentrionalis	Northern Myotis		SSC	G4	S3
Myotis sodalis	Indiana Bat or Social Myotis	LE	SE	G2	S1
Nycticeius humeralis	Evening Bat		SE	G5	S1
Pipistrellus subflavus	Eastern Pipistrelle		SSC	G5	S4
Sylvilagus aquaticus	Swamp Rabbit		SE	G5	S1
Taxidea taxus	American Badger		SSC	G5	S2
Vascular Plant					
Acalypha deamii	Mercury		SR	G4?	S2
Armoracia aquatica	Lake Cress		SE	G4?	S1
Azolla caroliniana	Carolina Mosquito-fern		ST	G5	S2
Calycocarpum lyonii	Cup-seed		ST	G5	S2
Carex socialis	Social Sedge		SR	G4	S2
Carex straminea	Straw Sedge		ST	G5	S2
Catalpa speciosa	Northern Catalpa		SR	G4?	S2
Chelone obliqua var. speciosa	Rose Turtlehead		WL	G4T3	S3
Clematis pitcheri	Pitcher Leather-flower		SR	G4G5	S2
Crataegus grandis	Grand Hawthorn		SE	G3G5Q	S1
Crataegus viridis	Green Hawthorn		ST	G5	S2
Cyperus pseudovegetus	Green Flatsedge		SR	G5	S2
Didiplis diandra	Water-purslane		SE	G5	S2
Diodia virginiana	Buttonweed		WL	G5	S2
Gleditsia aquatica	Water-locust		SE	G5	S1
Hibiscus moscheutos ssp. lasiocarpus	Hairy-fruited Hibiscus		SE	G5T4	S1
Iresine rhizomatosa	Eastern Bloodleaf		SR	G5	S2

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Indiana County Endangered, Threatened and Rare Species List

County: Gibson

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Juglans cinerea	Butternut		WL	G4	S3
Linum striatum	Ridged Yellow Flax		WL	G5	S3
Ludwigia decurrens	Primrose Willow		WL	G5	S2
Orobanche riparia	Bottomland Broomrape		SE	G5	S2
Platanthera flava var. flava	Southern Rein Orchid		SE	G4?T4?Q	S1
Potamogeton pusillus	Slender Pondweed		WL	G5	S2
Sparganium androcladum	Branching Bur-reed		ST	G4G5	S2
Strophostyles leiosperma	Slick-seed Wild-bean		ST	G5	S2
Styrax americanus	American Snowbell		WL	G5	S3
Taxodium distichum	Bald Cypress		ST	G5	S2
Trachelospermum difforme	Climbing Dogbane		SR	G4G5	S2
Vitis palmata	Catbird Grape		SR	G4	S2
High Quality Natural Community					
Forest - floodplain wet-mesic	Wet-mesic Floodplain Forest		SG	G3?	S3
Forest - upland dry-mesic	Dry-mesic Upland Forest		SG	G4	S4
Forest - upland mesic	Mesic Upland Forest		SG	G3?	S3
Wetland - swamp shrub	Shrub Swamp		SG	GU	S2
Other					
Geomorphic - Nonglacial Erosional Feature - Water Fall and Cascade	Water Fall and Cascade			GNR	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: _____