

Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated **June 27, 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 **7201-7203 Broadway, Merrillville, IN, Lake 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.

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 C, 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 D.** 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: DSB-N632(009)
Des.# 8574160
Code: 3835
Parcel: 26 Excess Land

Sheet 1 of 2

Part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 15, Township 35 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, described as follows: Beginning at a point on the West line 379.8 feet North of the Southwest corner thereof, thence North 86.6 feet; thence East 503 feet to center of Catherine Street, which is 50 feet wide, thence South 86.6 feet, thence West to beginning, excepting therefrom the tract deeded August 7, 1953 to Walter Fred Cook and Violet Margarett Cook, husband and wife, in Deed Record 945, page 107, and also excepting therefrom the tract deeded June 29, 1955, to Marino Saglio and Thala Saglio, husband and wife, in Deed Record 1001, page 415.

Also Excepting part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 15, Township 35 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, described as follows: Commencing at the Southwest corner of said SW ¼ of the NW ¼ ; thence North 00 degrees 10 minutes 56 seconds West 379.8 feet along the West line of said SW ¼ of the NW ¼ to the **Point of Beginning** of this description: thence North 89 degrees 59 minutes 38 seconds East 52.49 feet (16.000 meters) to the East Right-of-Way line of State Road 53 as per INDOT Project DSB-N632(009), Des.# 8574160; thence North 00 degrees 10 minutes 56 seconds West 46.6 feet along said East Right-of-Way line of State Road 53 to the South line of the Cook tract as described in Deed Record 945, page 107, and recorded August 7, 1953; thence South 89 degrees 59 minutes 38 seconds West 52.49 feet (16.000 meters) along said South line to said West line of SW ¼ of the NW ¼; thence South 00 degrees 10 minutes 56 seconds East 46.6 feet along said West line to the **Point of Beginning**. Contains 0.267 acres, more or less.

Subject to a perpetual easement in favor of the Merrillville Conservancy District recorded January 21, 1965 in Book 914 Pages 219-220.



This description was prepared for the
Indiana Department of Transportation
On the 22nd day of May, 2013

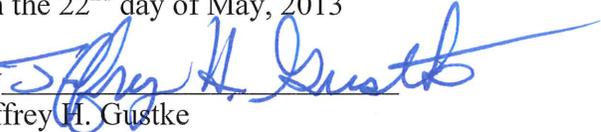
By 
Jeffrey H. Gustke
Indiana Professional Land Surveyor
License Number 29900004

EXHIBIT C

CATEGORICAL EXCLUSION LEVEL 1 FORM

Date: July 30, 2012

Initial Version

Additional Information to CE Level 1 Dated:

Purpose of this document:

CE Level 1 documentation for exempted projects

State-funded categorical exemption documentation

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



7-30-12

Environmental Scoping Manager or
Environmental Policy Manager

Date

PROJECT INFORMATION

Project Number, County, Route	Lake County, SR 53	Des Number	LA 3835 Parcel 26
Project Description	This project includes the excess disposal of LA 3835 Parcel 26 along SR 53. This parcel is approximately 0.27 acre in size located on the east side of SR 53, approximately 0.25 mile north of 73 rd Ave. This parcel has been declared as excess property by the property owner, the State of Indiana. The location has been reviewed to identify any potential sources of risk or liability on the subject property in regards to natural and cultural resources.		
Purpose and Need for Action:	The purpose of this project is to clear the excess right-of-way parcel in preparation for sale. LA 3835 Parcel 26 has been deemed excess and the sale of the excess land would relieve INDOT of the associated cost of maintaining this parcel while providing funds from the sale.		
Alternatives Considered:	The do-nothing alternative was considered. This alternative was not selected as it would not meet the purpose and need of the project.		
Project Termini:	SR 53, approximately 0.25 miles north of 73 rd Ave.		
Funding Source(s):	___ Federal ___ State ___ Local	Estimated Cost	\$0
Project Sponsor:	Indiana Department of Transportation	Project Length	.00 miles

Name and organization of CE Level 1 Preparer: Travis Mast, Environmental Manager – INDOT, La Porte District

SCOPE OF THE PROPOSED ACTION		
Public Involvement	No: <input checked="" type="checkbox"/>	Possible:
Comments:	This action does not require any public involvement under its current scope. The Categorical Exclusion document will be available for review at the Indiana Department of Transportation La Porte District Office.	
Relocation of residences/businesses/etc.*	No: <input checked="" type="checkbox"/>	Possible:
Comments:	No relocations of people, businesses, or farms will take place as a result of this project.	
Right-of-way in acres (permanent and temporary)*	No: <input checked="" type="checkbox"/>	Possible:
Comments:	This action requires no additional R/W.	
Added through-traffic lanes – length*	No: <input checked="" type="checkbox"/>	Possible:
Comments:	No through-traffic lanes will be added.	
Permanent alteration of local traffic pattern*	No: <input checked="" type="checkbox"/>	Possible:
Comments:	No permanent alteration of local traffic patterns will occur as a result of this project.	
Facility on new location or realignment*	No: <input checked="" type="checkbox"/>	Possible:
Comments:	No change in alignment will occur as a result of this project.	
Disruption to public facilities/services (such as schools, emergency service)	No: <input checked="" type="checkbox"/>	Possible:
Comments:	This project will not cause any disruption to public facilities or services.	
Involvement with existing bridge(s) (Include structure number(s))	No: <input checked="" type="checkbox"/>	Possible:
Comments:	No bridges will be impacted as a result of this project.	

INVOLVEMENT WITH RESOURCES		
Watercourses Impacted (linear feet)	No: <input checked="" type="checkbox"/>	Possible:
Comments:	No watercourse will be impacted as a result of this project.	
Other Surface Waters (such as ponds, lakes, reservoirs, in acres)	No: <input checked="" type="checkbox"/>	Possible:
Comments:	No other surface waters will be impacted as a result of this project.	
Wetlands (acres)*	No: <input checked="" type="checkbox"/>	Possible:
Comments:	No wetlands will be impacted as a result of this project.	
Disturbance of Terrestrial Habitat (acres)	No: <input checked="" type="checkbox"/>	Possible:

INVOLVEMENT WITH RESOURCES		
Comments:	This action will not require the disturbance of any natural terrestrial habitat.	
Karst Features	No: X	Possible:
Comments:	No known karst features exist within the project area.	
Threatened and Endangered Species Present/Impacted*	No: X	Possible:
Comments:	The current project scope falls within the guidelines of the USFWS Programmatic Response. No coordination is required.	
Impacts to Sole Source Aquifer*	No: X	Possible:
Comments:	The project is not located within the legally designated St. Joseph Aquifer System.	
Flood Plains (note transverse or longitudinal impact)	No: X	Possible:
Comments:	This project will not result in an impact to any flood plains.	
Farmland (acres)	No: X	Possible:
Comments:	None of the land within the project limits meets the definition of farmland under the Farmland Protection and Policy Act (FPPA). The requirements of the FPPA do not apply to this project.	
Cultural Resources (Section 106)*	No: X	Possible:
Comments:	<p>With regard to above-ground resources, no buildings are located on LA 3835 Parcel 26. Nonetheless, the State and National Register of Historic Places lists for Lake County were checked by an INDOT- Cultural Resources Section (CRS) historian who meets the Secretary of the Interior's Professional Qualification Standards per 36 CFR Part 61. No properties on these lists are located on or adjacent to the parcel. One property is located in the general area. It is the Morgan-Skinner-Boyd Farmstead at 111 E. 73rd Ave. According to GIS mapping estimates, it is located over 700 feet to the southeast of this parcel. Several buildings, trees, and roads are located between Parcel 26 and the Morgan-Skinner-Boyd Farmstead, such that there would be no view of the parcel from the farmstead. The <i>Lake County Interim Report</i> (1996) of the Indiana Historic Sites and Structures Inventory (IHSSI) was referenced (Merrillville Scattered Sites). No properties are recorded on or adjacent to the parcel (map on page 357). The nearest recorded property is the previously mentioned Morgan-Skinner-Boyd Farmstead, which is identified in the Interim Report as Site No. 089-142-66007 (Walnut Grove/Morgan-Boyd House). The parcel is immediately bordered by SR 53 and mid-late 20th century commercial buildings. Because the distance between Parcel 26 and the Morgan-Skinner-Boyd Farmstead is far enough and with a blocked view, no above-ground concerns exist with the sale of this parcel. INDOT does not think 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. With regards to archeological resources, this SHAARD GIS shows no previously recorded archaeological sites within or adjacent to the parcel. Gravel is visible on the surface as well as a drive cut into the soils. Previous disturbance is likely and the potential for archaeological resources is considered low due to the poorly drained nature of the soils. Therefore, there are no archaeological concerns.</p>	
Section 4(f) and Section 6(f) Resources *	No: X	Possible:
Comments:	No 4(f)/6(f) resources are located in or near the project.	
Air Quality Non-attainment Area	No: X	Possible:

INVOLVEMENT WITH RESOURCES		
Comments:	This project has been identified as being exempt from air quality analysis in accordance with 40 CFR Part 93.126 and this project is not a project of air quality concern (40 CFR Part 93.123). It can therefore be concluded that the project will have no significant impact on air quality.	
Noise Analysis Required*		No: <input checked="" type="checkbox"/> Possible:
Comments:	In accordance with the INDOT Highway Traffic Noise Policy approved by the FHWA effective on July 15, 2011, this action requires no formal noise analysis.	
Community/Economic Impacts		No: <input checked="" type="checkbox"/> Possible:
Comments:	No economic impacts are anticipated for this action.	
Environmental Justice		No: <input checked="" type="checkbox"/> Possible:
Comments:	Under Title VI, this project is required to ensure that no person on the grounds of race, color, or natural origin, is excluded from participation in, denied the benefits of, or subjected to discrimination under this activity. Disproportionately high and adverse human health or environmental effects on any known minority and low-income populations are not anticipated on this project.	
Hazardous Materials		No: <input checked="" type="checkbox"/> Possible:
Comments:	A red flag survey was completed by Travis Mast – Environmental Manager –INDOT La Porte District and approved on July 30, 2012 by Marlene Mathas INDOT Hazmat Team Lead. No impacts to hazardous materials are anticipated as a result of this excess parcel disposal, however, subsequent buyers of the property should be informed of the proximity of a site with an Institutional Control.	
Permits		No: <input checked="" type="checkbox"/> Possible:
Comments:	No permits will be needed under the current scope.	

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

ENVIRONMENTAL COMMITMENTS:
<p>The following mitigation measures are firm and will be included in the final construction specifications:</p>

Categorical Exclusion Level Thresholds

	Level 1	Level 2	Level 3	Level 4
Relocations	None	≤ 2	> 2	> 10
Right of way¹	< 0.5 acres	< 10 acres	≥ 10 acres	≥ 10 acres
Length of added through lane	None	< 1 miles	≥ 1 mile	≥ 1 mile
Permanent Traffic pattern alteration	None	None	Yes	Yes
New alignment	None	None	< 1 mile	≥ 1 mile ²
Wetlands	< 0.1 acres	< 1 acre	< 1 acre	≥ 1 acre
Stream Impacts	≤ 300 linear feet of stream impacts, no work beyond 75 feet from pavement	> 300 linear feet impacts, or work beyond 75 feet from pavement	N/A	N/A
Section 4(f)*	None	None	None	Any impacts
Section 6(f)	None	None	Any impacts	Any impacts
Section 106	“No Historic Properties Affected” or falls within guidelines of Minor Projects PA	“No Adverse Effect” or “Adverse Effect”	N/A	If ACHP involved
Noise Analysis Required	No	No	Yes ³	Yes ³
Threatened/Endangered Species*	“Not likely to Adversely Affect”, or Falls within Guidelines of USFWS 9/8/93 Programmatic Response	N/A	N/A	“Likely to Adversely Affect” ⁴
Sole Source Aquifer Groundwater Assessment	Detailed Assessment Not Required	Detailed Assessment Not Required	Detailed Assessment Not Required	Detailed Assessment Required
Approval Level • ESM ⁵ • ES ⁶ • FHWA	Yes	Yes	Yes Yes	Yes Yes Yes

*These thresholds have changed from the March 2009 Manual.

¹Permanent and/or temporary right of way.

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

³In accordance with INDOT’s Noise Policy.

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

⁵Environmental Scoping Manager

⁶Environmental Services



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 12, 2012

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

From: Travis Mast
Environmental Manager
La Porte District – Capital Program Management
315 E Boyd Blvd
La Porte, Indiana
tmast@indot.in.gov

Re: RED FLAG INVESTIGATION
LA #3835, Parcel 26
Excess Parcel
SR 53 (Broadway)
Merrillville, Lake County, Indiana

NARRATIVE

This RFI is being performed for the sale of an excess parcel. The subject parcel was acquired by INDOT for right-of-way associated with an unknown Des no. The subject parcel, which is shown on the attached map, is approximately .27 acres based on the legal description, and is located immediately adjacent to SR 53 in Lake County. INDOT has decided that this surplus land will not be needed for right-of-way or other transportation purposes within a reasonable time in the future.

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	N/A	Airports	N/A
Cemeteries	1	Hospitals	N/A
Railroads	2	Recreational Facilities	3
Religious Facilities	N/A	Schools	5
Trails	2	Pipelines	1
Managed Lands	N/A		

Explanation: (Please provide a separate paragraph for each item.)

Cemeteries: One (1) cemetery is located within the ½ mile radius. The Merrillville Cemetery should not be impacted from the sale of the subject property.

Railroads: Two (2) railroads are located within the ½ mile radius. No impacts to these facilities are expected from the sale of the subject property.

Trails: Two (2) trails are located within the ½ mile radius. No impacts to these facilities are expected from the sale of the subject property.

Recreational Facilities: Three (3) recreational facilities are located within the ½ mile radius. No impacts to these facilities are expected from the sale of the subject property.

Schools: Five (5) schools are located within the ½ mile radius. No impacts to these facilities are expected from the sale of the subject property.

Pipelines: One (1) pipeline is located within the ½ mile radius. No impacts to this facility are expected from the sale of the subject property.

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	12
NWI Wetland Polygons	9	NWI Wetland Points	N/A
Rivers & Streams	3	Lakes	2
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: (Please provide a separate paragraph for each item.)

NWI Wetland Lines: One (1) NWI Wetland Line is located within the ½ mile radius. This wetland line is not expected to be impacted by the sale of the subject property.

NWI Wetland Polygons: Nine (9) wetlands are located within the ½ mile radius. However, these items should not be impacted by the sale of the subject property.

Rivers & Streams: Three (3) rivers and/or streams are located within ½ mile radius of the property. These items should not be impacted as a result of the sale of the subject property.

Floodplain: Twelve (12) floodplain areas were identified within the ½ mile radius of the property. These items should not be impacted as a result of the sale of the subject property.

Lakes: Two (2) lakes and/or ponds are located within ½ mile of the property. None of the water bodies will be affected by the sale of the subject property.

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: (Please provide a separate paragraph for each item.)

No mining or mineral items were identified within the ½ mile search radius.

Ecological Information

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

- 8 aquatic species, 68 terrestrial species (vertebrate/invertebrate), 18 avian species, and 82 vascular plants from the state list
- 0 aquatic species, 0 terrestrial species (vertebrate/invertebrate), 1 avian species, and 3 vascular plants from the federal list
- 0 state and or federal habitats listed

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

Cultural Resources

The cultural resources section was contacted on 7/13/12 for historical analysis of the proposed project area.

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	2
Underground Storage Tanks (USTs)	4	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	1		

Explanation: (Please provide a separate paragraph for each item.)

Underground Storage Tanks (USTs): Four (4) underground storage tanks are located within the ½ mile radius. No impacts to these items are expected from the sale of the subject property.

NPDES Pipe Locations: One (1) NPDES Pipe Location is located within the ½ mile radius. No impact to this item is expected from the sale of the subject property.

Industrial Waste Sites: Two (2) industrial waste sites are located within the ½ mile radius. No impact to these items are expected from the sale of the subject property.

Institutional Control Sites: One (1) Institutional Control Site is located within the ½ mile radius. This site is located 0.08 mile southwest of the subject property on the northwest corner of SR 53 and West Old Lincoln Highway. The LUST site was Herb Tolman Amoco and received a No Further Action determination from IDEM on 1-24-11. An Environmental Restrictive Covenant (ERC) was placed on the property on December 10, 2010, which restricts land use because of residual amounts of petroleum contamination in the groundwater and soil. No impact to this item is expected from the sale of the subject property; however, subsequent buyers of the property should be informed of the proximity of a site with an Institutional Control.

Leaking Underground Storage Tanks (LUSTs): Four (4) LUST sites are located within the ½ mile radius. No impact is expected from sale of the subject property.

RECOMMENDATIONS

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

INFRASTRUCTURE: N/A

WATER RESOURCES: N/A

MINING/MINERAL EXPLORATION: N/A

ECOLOGICAL INFORMATION: N/A

CULTURAL RESOURCES: N/A

HAZMAT CONCERNS: N/A

Supervisory concurrence:

Marlene Mathas
Digitally signed by Marlene Mathas
DN: cn=Marlene Mathas, o=INDOT
Environmental Services,
ou=Hazardous Materials,
email=mmathas@indot.in.gov, c=US
Date: 2012.08.01 13:53:38 -04'00' (Signature)

Prepared by:
Travis Mast
Environmental Manager
INDOT-La Porte District- Capital Program Management

Graphics:

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

GENERAL SITE MAP SHOWING PROJECT AREA: YES

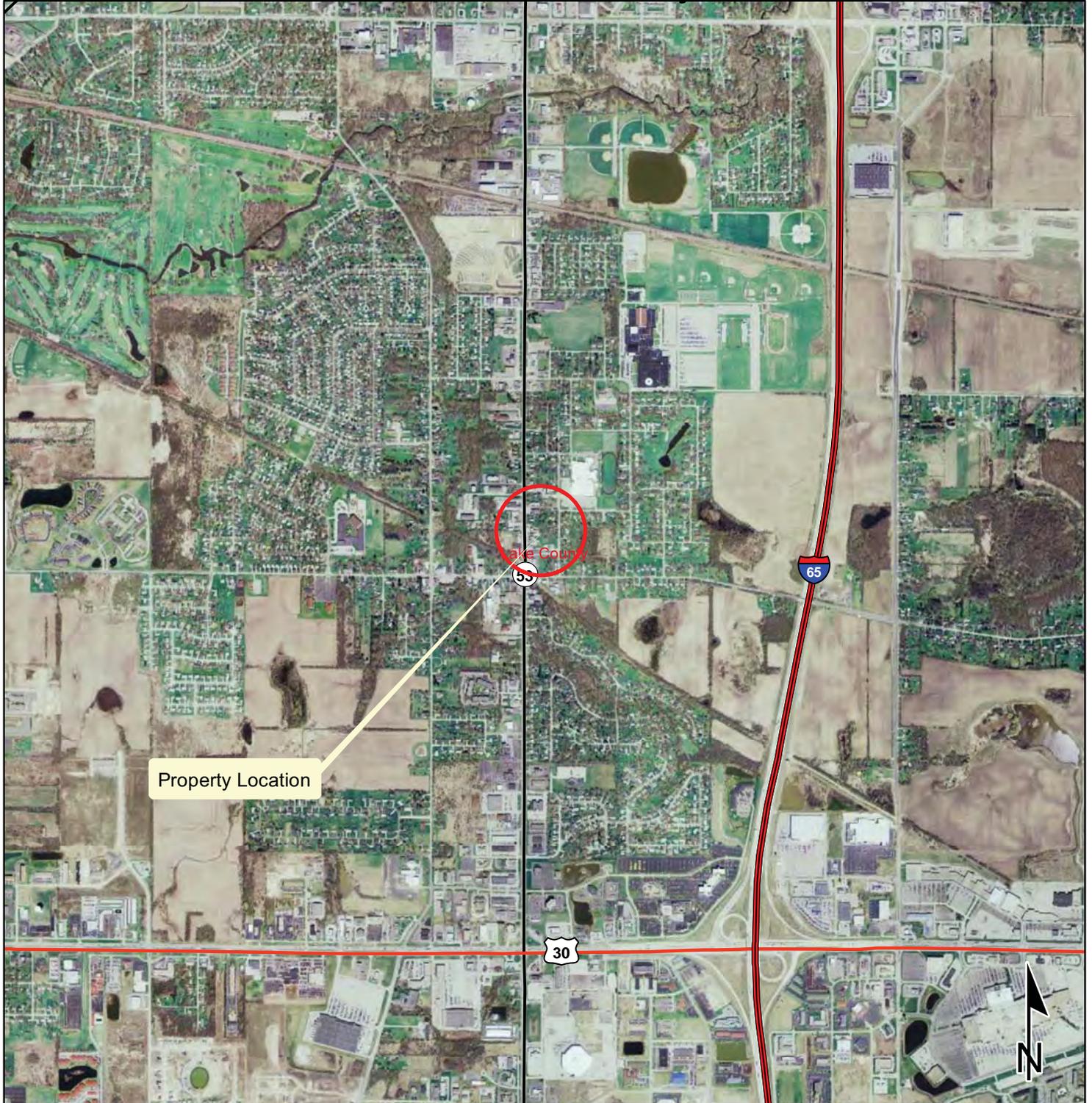
INFRASTRUCTURE: YES

WATER RESOURCES: YES

MINING/MINERAL EXPLORATION: YES

HAZMAT CONCERNS: YES

Red Flag Investigation - Aerial SR 53 (Broadway) LA 3835 Parcel 26, Excess Parcel Merrillville, Lake County, Indiana



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

Sources: Non Orthophotography

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

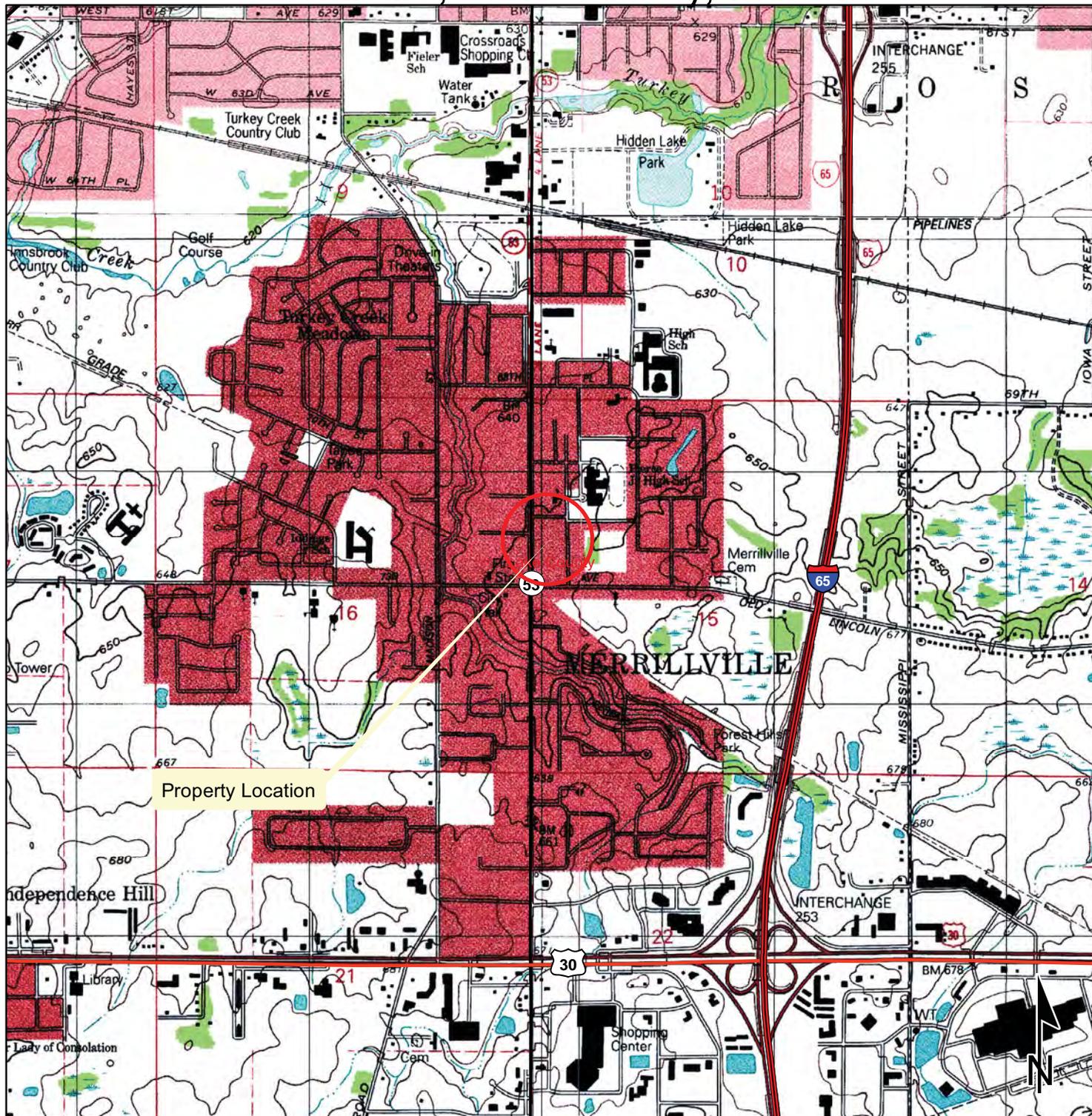
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)

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

Scale 1:24,000 Miles
0.5 0.25 0 0.5



Red Flag Investigation - Topo SR 53 (Broadway) LA 3835 Parcel 26, Excess Parcel Merrillville, Lake County, Indiana



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

Sources: Non Orthophotography

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

Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)

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

Scale 1:24,000 Miles
0.5 0.25 0 0.5

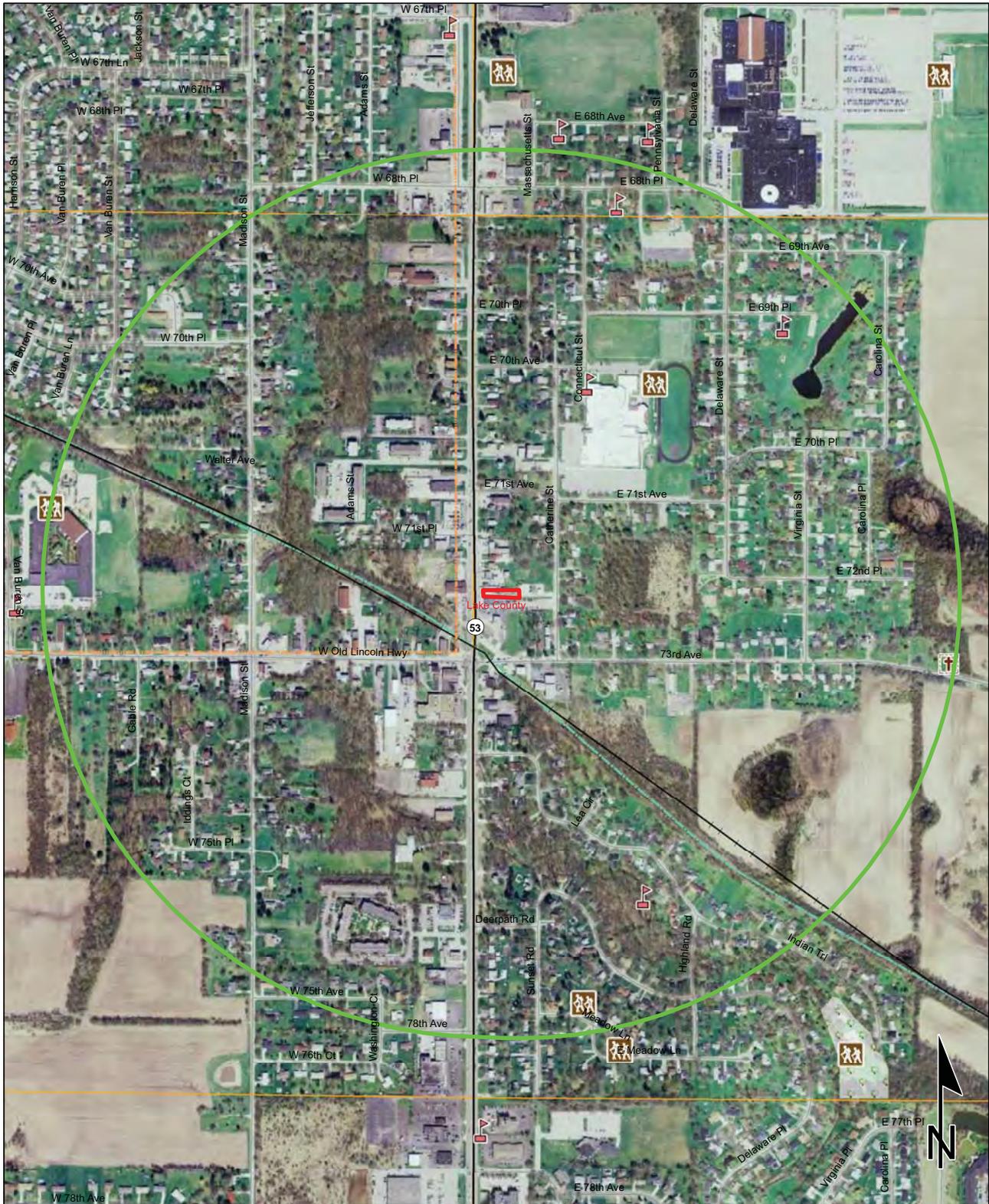


Red Flag Investigation - Infrastructure

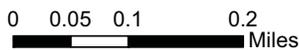
SR 53 (Broadway)

LA 3835 Parcel 26, Excess Parcel

Merrillville, Lake County, Indiana



Infrastructure Legend



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

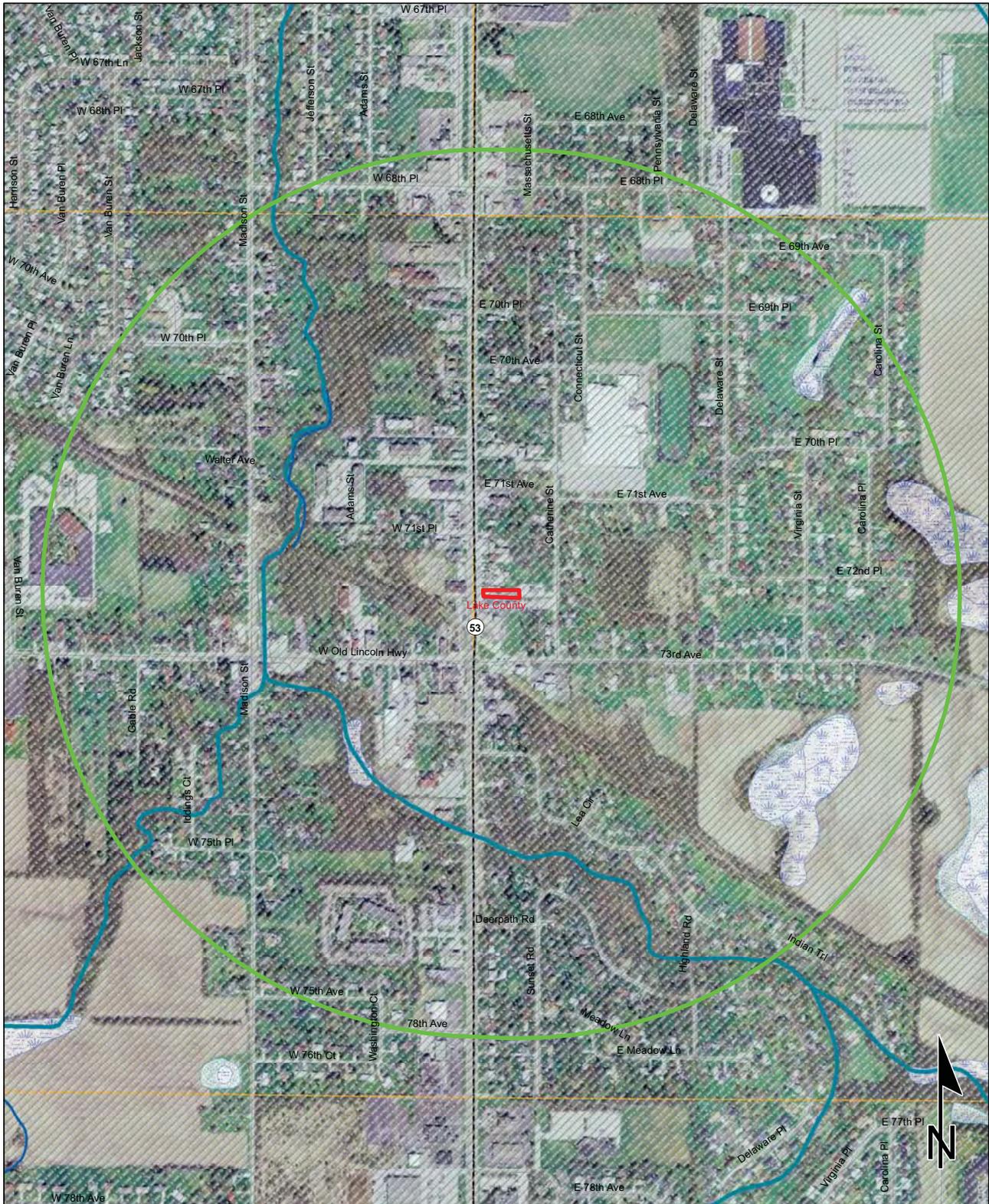
This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

	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

SR 53 (Broadway)

LA 3835 Parcel 26, Excess Parcel
Merrillville, Lake County, Indiana



Water Resources Legend

0 0.05 0.1 0.2 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

Red Flag Investigation - Mining/Minerals SR 53 (Broadway) LA 3835 Parcel 26, Excess Parcel Merrillville, Lake County, Indiana



Mining/Mineral Exploration Legend

0 0.05 0.1 0.2 Miles

Sources:

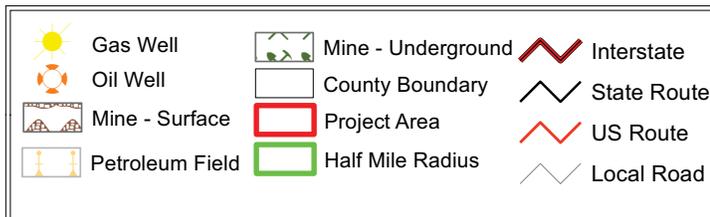
Non Orthophotography

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

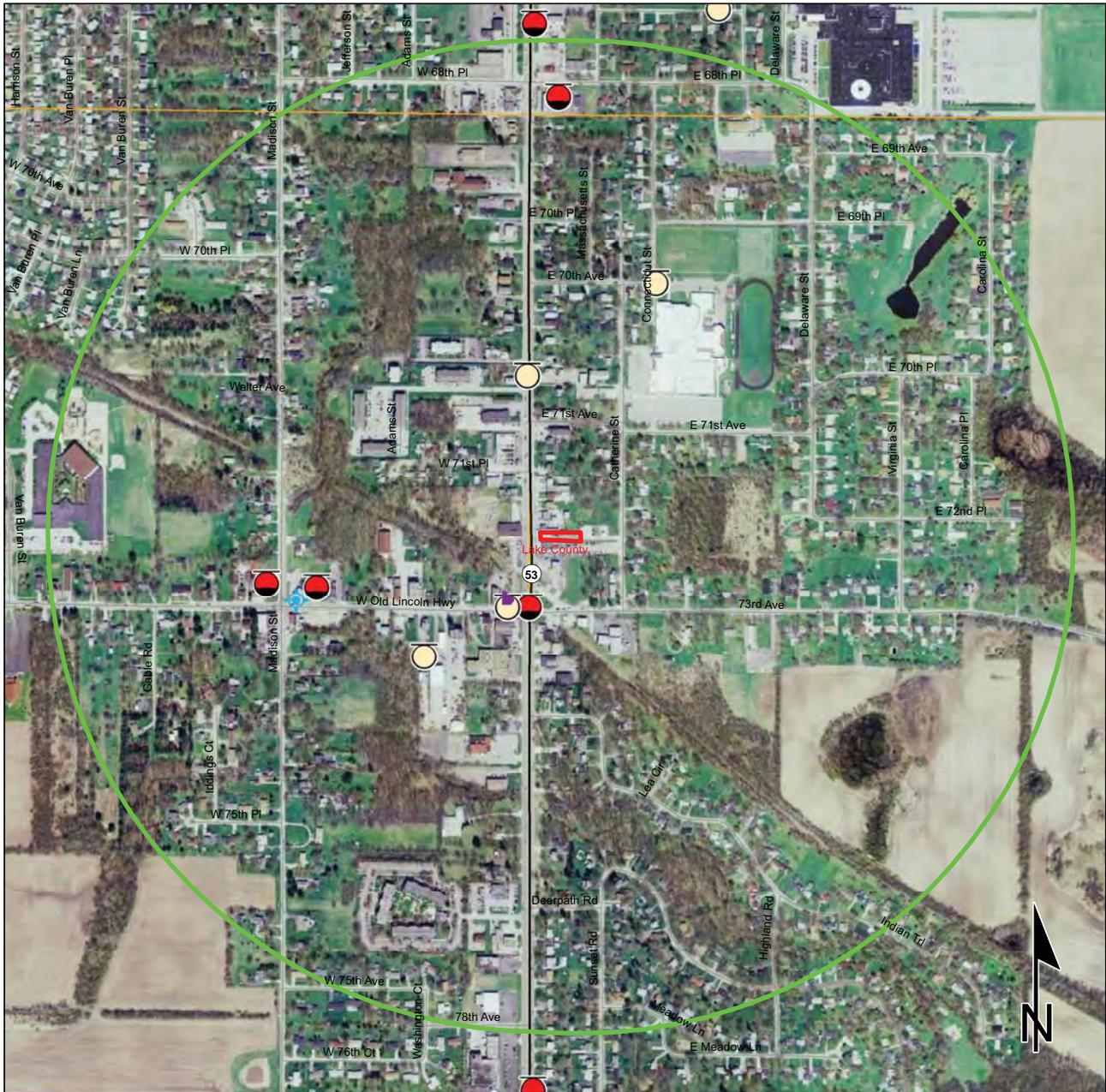
This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.



Red Flag Investigation - HazMat Concerns

SR 53 (Broadway)

LA 3835 Parcel 26, Excess Parcel
Merrillville, Lake County, Indiana



HazMat Concerns Legend

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

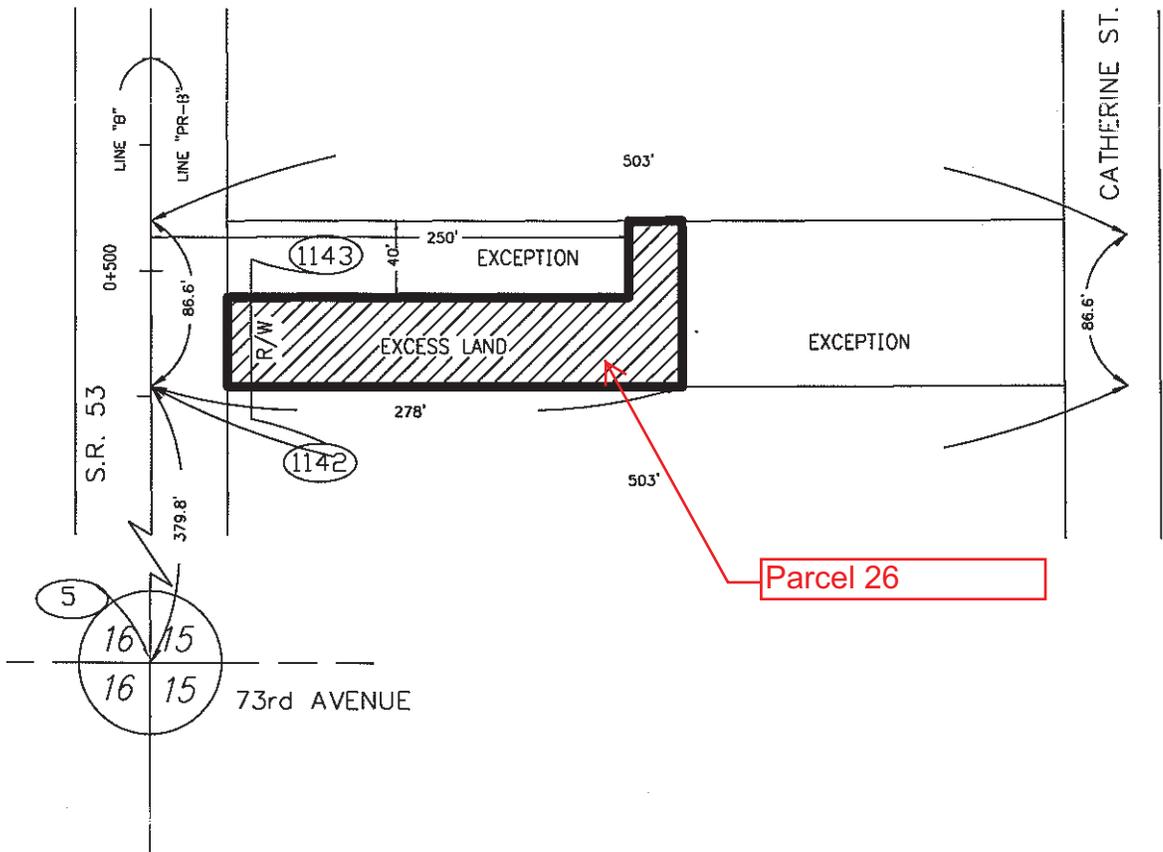
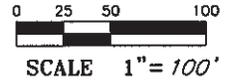
(www.indianamap.org)

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

EXHIBIT "B"

RIGHT-OF-WAY PARCEL PLAT

Prepared for Indiana Department of Transportation
by The Corradino Group, Inc. (Job #2129-08)



PARCEL NO. : 26 OWNER: ARENA, JOHN ET UX.
 PROJECT NO. : DSB-N632(009)
 ROAD NAME : SR 53
 COUNTY : LAKE
 SECTION : 15
 TOWNSHIP : 35 N.
 RANGE : 8 W.

 HATCHED AREA IS THE APPROXIMATE TAKING
 NOTE: CENTER LINE STATIONING IS METRIC

DRAWN BY : I. HOWARD 03/13/00
 CHECKED BY : G.L. SMITH 03/15/00
 CODE NO.: 3835

INSTRUMENT NO. 642924 , DATED 08/31/81
 " " " 846232 " 03/15/86

NOTE: DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORDED DOCUMENTS

EXHIBIT D

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: _____