

Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated **October 11, 2012**, 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 **1794 East Washington Street, Winchester, IN, Randolph 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 agency's sole discretion. No assurance of such a permit is expressed or implied.
- 1.3 Personal Property. No personal property is being sold or conveyed as a part of this Purchase Agreement.

2. Purchase Price, Buyer's Premium, and Manner of Payment. The total purchase price ("Purchase Price") to be paid for the Property shall be _____ Dollars (\$_____). The Purchase Price shall be payable as follows:

- 2.1 In conjunction with execution of this Agreement (the "Execution Date"), Buyer shall submit _____ Dollars (\$_____) to Seller as earnest money ("Earnest Money"). In the event this Agreement is not accepted by Seller, the Earnest Money shall be promptly returned to Buyer. Upon acceptance of this Offer by Seller, such Earnest Money shall secure the Buyer's performance of this Agreement and in the event of a default by Buyer in the performance of its obligations herein specified, Seller shall have the right to terminate this Agreement and the Earnest Money shall be paid to Seller as liquidated damages as Seller's sole remedy at law or in equity; and
- 2.2 The balance of the Purchase Price, subject to adjustments as set forth herein, shall be payable in certified funds or by electronic transfer of funds on the "Closing Date" (as hereinafter defined).
- 2.3 In addition to the Purchase Price, Buyer shall, at Closing as hereinafter defined, pay Seller's representative a 10% Buyer's premium pursuant to the terms of a separate addendum to this Agreement.

3. Contingencies and Inspection Period. The obligation of the Seller is contingent upon approval of the transaction contemplated by this Agreement as required by **IC 4-13-2-14.1, IC 4-13-2-14.2 and IC 4-20.5-7**.

4. Closing. In the event that Seller has accepted this Agreement and the parties proceed to closing, the closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur within thirty (30) days following State approval as set forth above (the "Closing Date"), **such final closing is subject to and conditional upon approval by the Office of the Governor and the Indiana Attorney General**, unless extended by mutual agreement of the parties. The Closing shall take place at a time, place, and on a date agreeable by Seller and Buyer. The Buyer will be responsible for title fees, escrow fees, and costs charged by the company with whom the earnest money is deposited as outlined in Section 5.1.

- 4.1 Seller's Closing Documents. On the Closing Date, Seller shall have executed and delivered or caused to be delivered to Buyer the following (collectively, "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:
 - 4.1.1 Deed. A Quitclaim Deed conveying the Property to Buyer, **an exemplar of such Quitclaim Deed is attached hereto as Exhibit B.**
 - 4.1.2 Documents. Copies of all contracts, permits and warranties affecting the Property that will survive the Closing, if any.
 - 4.1.3 Sales Disclosure Form. An Indiana sales disclosure form.
 - 4.1.4 Other Documents. All other documents reasonably determined by Buyer to be necessary to transfer title to the Property to Buyer free and clear except Permitted Exceptions to Title.
- 4.2 Buyer's Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following (collectively, "Buyer's Closing Documents"):
 - 4.2.1 Purchase Price. Funds representing the Purchase Price, by electronic transfer of immediately available funds.
 - 4.2.2 Assumption of Contracts, Permits, Warranties and Miscellaneous Documents. An Assumption of Contracts, Permits and Warranties, if any, assuming Seller's obligations under such documents.
 - 4.2.3 Sales Disclosure Form. An Indiana sales disclosure form.
 - 4.2.4 Other Documents. All other documents reasonably determined by Seller or Title Company to be necessary to complete the transaction contemplated by this Agreement. Including a Vendor Information form required by the State of Indiana Auditor's Office, **an exemplar of such Vendor Information form is attached hereto as Exhibit C.**

5. Allocation of Costs. Seller and Buyer agree to the following allocation of costs regarding this Agreement:

- 5.1 Title Insurance and Closing Fee. Buyer shall be solely responsible for the payment of all premiums and fees associated with title insurance, including any and all closing fees or recording charges. Buyer shall be responsible for payment, at or before Closing, of search fees charged by the title company from whom Seller obtained a preliminary title review and commitment. Unless waived by the title company, said closing fees shall be payable by Buyer whether or not Buyer obtains a policy of title insurance.
- 5.2 Taxes and Assessments. The Property being conveyed is owned by the State of Indiana and is exempt from all real property taxes. The Seller shall assume no responsibility or liability for any real property taxes or other assessments from

which it is statutorily exempt. Buyer shall be solely responsible for, and indemnify Seller against, any and all real property taxes assessed with respect to the Real Property on or after Closing.

5.3 Utilities. Seller shall either ensure that utility service to the Property is disconnected as of the Closing Date or shall cooperate with Buyer in having such utility services transferred to Seller's account. All contracts relating to operating the Property shall be canceled as of the Closing Date.

5.4 Attorney's Fees. Each of the parties will pay its own attorney's fees.

6. Evidence of Title. In the event that Buyer does not order and receive a commitment for title insurance, Seller shall, at its expense, within ten (10) days after written request from Buyer, furnish to Buyer a copy of the documents by which the State obtained or otherwise holds title or a letter from the State Land Office describing the documents by which the State obtained and otherwise holds title. Seller will cooperate with the Buyer or its title company in clarifying or resolving any perceived deficiencies or clouds in the title, but shall not be required to incur any expense beyond commitment of the time of the State Land Office. If such issues cannot be resolved to Buyer's satisfaction, Buyer may terminate this Agreement, and the Earnest Money, if any, shall be returned.

7. Maintenance of the Real Property Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date, Seller shall maintain the Property and improvements in a reasonably prudent manner. Seller shall execute no contracts, leases or other agreements regarding the Property between the date hereof and the Date of Closing that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion.

8. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:

8.1 Existence; Authority. Seller has the requisite power and authority to enter into and perform this Agreement and to execute and deliver Seller's Closing Documents; such documents have been duly authorized by all necessary action.

8.2 Contracts. Seller has made available to Buyer a correct and complete copy of any Contract and its amendments which will survive a closing hereunder, if any.

8.3 Operations. Seller has received no written notice of actual or threatened cancellation or suspension of any utility services for any portion of the Property. Seller has received no written notice of actual or threatened special assessments or reassessments of the Property.

8.4 Litigation. To Seller's knowledge, there is no litigation or proceeding pending or threatened against or relating to the Property, nor does Seller know of or have reasonable grounds to know of any basis for any such action or claim.

8.5 Physical Condition. Seller makes no representation or warranty concerning the physical condition of the Property and puts Buyer to the obligation to satisfy itself pursuant to the contingency contained in Section 3 above.

9. Casualty; Condemnation. If all or any part of the Property is materially damaged by fire, casualty, the elements or any other cause, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all

Earnest Money by giving notice within thirty (30) days after Seller's notice. Termination of this Agreement and return of all Earnest Money are Seller's sole remedies

10. Notices. Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed by United States certified mail, return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: Commissioner
Indiana Department of Administration
402 W. Washington St., W479
Indianapolis, IN 46204

With Copy to: Attorney General
Office of the Indiana Attorney General
302 W. Washington St.
Indianapolis, IN 46204

If to Buyer:

With a Copy to:

Notices shall be deemed effective on the date of receipt. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

11. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Indiana, and any suit must be brought in an Indiana court of competent jurisdiction.

12. Remedies. If Buyer defaults, and if Buyer fails to cure such default within ten (10) days of the date of notice of such default from Seller, then Seller shall have the right to terminate this Agreement by giving written notice of termination to Buyer. In the event of termination Seller will receive the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. Buyer's sole remedy for any default by Seller shall be termination of this Agreement and return of the Earnest Money.

13. Buyer's Examination. Buyer is relying solely upon its own examination of the Property and inspections in determining its physical condition, character, and suitability for Buyer's intended use of the Property and is not relying upon any representation by Seller or any broker, except for those made by Seller directly to Buyer in writing in **Exhibit D, which is attached to this**

agreement. Buyer agrees and acknowledges that it is accepting the Property “**AS IS**” subject to all faults of every kind and nature whatsoever, whether latent or patent, and whether now or hereafter existing, and Buyer acknowledges that it has based its decision to purchase the Property solely upon information obtained independently by Buyer. Buyer shall sign a Hold Harmless Affidavit, **an exemplar of such Hold Harmless Affidavit is attached hereto as Exhibit E.** Buyer shall acquire the Property subject to all laws imposed upon the Property by any governmental or quasi-governmental authority having jurisdiction thereof. Buyer represents and warrants to Seller that Buyer has not relied, and will not rely, upon the representation or statement, or the failure to make any representation or statement, by Seller or Seller’s agents, employees or by any person acting or purporting to act on the behalf of Seller with respect to the physical condition of the Property.

14. Compliance with Telephone Privacy. As required by IC 5-22-3-7:

(1) the Buyer and any principals of the Buyer certify that (A) the Buyer, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Buyer will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Buyer and any principals of the Buyer certify that an affiliate or principal of the Buyer and any agent acting on behalf of the Buyer or on behalf of an affiliate or principal of the Buyer (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

15. Withdrawal of Offer. This Agreement shall be deemed to be withdrawn, unless accepted by Seller, after one-hundred-fifty (150) days of delivery to Seller. In the event of a withdrawal under this section, Buyer shall be entitled the return of the Earnest Money.

16. Additional terms.

17. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he/she is the Buyer, or that he/she is the properly authorized representative, agent, member or officer of the Buyer, that he/she has not, nor has any other member, employee, representative, agent or officer of the Buyer, directly or indirectly, to the best of the undersigned’s knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Property Purchase Agreement other than that which appears upon the face of this Agreement.

In Witness Whereof, Buyer and the Seller have, through their duly authorized representatives, entered into this Property Purchase Agreement. The parties, having read and understood the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

BUYER:

Signature

Printed Name

Title

BUYER SHALL TAKE TITLE OF THE PROPERTY AS FOLLOWS:

BUYERS PRIMARY ADDRESS:

SELLER:

State of Indiana acting through the Indiana Department of Administration.

By _____
For:

EXHIBIT "A"

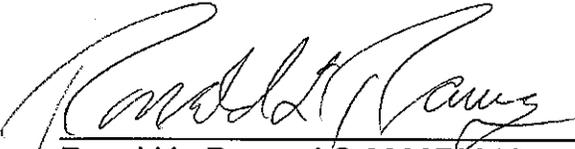
Sheet 1 of 1

Code: 4308 Parcel: 35 Excess Land

A part of the East Half of the Southeast Quarter of Section Twenty-Two (22), Township Twenty (20) North, Range Fourteen (14) East, Randolph County, Indiana and shown on the attached plat marked EXHIBIT "B", described as follows: Beginning at the Northwest corner of the east half of said quarter section; thence South 89 degrees 56 minutes 13 seconds East 100.00 feet along the north line of said half quarter section; thence South 00 degrees 34 minutes 43 seconds West 200.00 feet; thence North 89 degrees 56 minutes 13 seconds West 100.00 feet to the west line of the east half of said quarter section; thence North 00 degrees 34 minutes 43 seconds East 200.00 feet along said west line to the point of beginning and containing 0.459 acres more or less. **EXCEPT** 46 feet by parallel lines off the north side and containing after said exception 0.353 acres, more or less.

Reserving unto the State of Indiana the right to control access where the above described 0.353-acres abuts State Road 32.

This description was prepared for the Indiana Department of Transportation by Ronald L. Raney, Indiana Registered Land Surveyor, License Number LS 80870012 on the 30th day of July, 2010.



Ronald L. Raney, LS 808870012

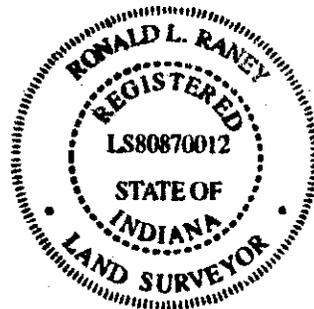


EXHIBIT D

**Categorical Exclusion
Level 1**

Project# 1003003

Parcel: 35

LA Code 4308

Disposal of Excess R/W (*Des 9704200*)
1794 E Washington Street, Winchester, IN 47394
Randolph County

November 2010

Prepared by:



Shahid Hassan
Indiana Department of Transportation
Greenfield District Planning
32 South Broadway Street
Greenfield, IN 46140

Environmental Screening/CE-1 Form	Date: November 2010
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Initial Version Revision to Version Dated:

Purpose of this document:

CE Level 1 documentation for exempted projects Determine scope of Federal documentation (CE Level 2-4) State-funded categorical exemption documentation

Approval of Exempt, CE-1 Level or State-Funded CE: Not DLK 11/19/10
Environmental Scoping Manager Date

(If used for scoping, this form should be completed prior to using the CE/EA form.)

PROJECT INFORMATION:			
Project Number, County, Route	Parcel 35, LA Code 4308, Randolph County, SR 32	Des No.	9704200
Project Description	This is a project for disposal of excess right-of-way. This parcel was acquired by INDOT for improvement of SR 32 in Randolph County (Des No. 9704200). The parcel is located along southern portion of SR 32. The legal location of this property is NW 1/4 of the NW 1/4 of the NE 1/4 of the SE 1/4 of Sec. 22, T-20N, R-14E as shown on the USGS 7.5 series Winchester, Indiana topographical quadrangle. At the time of acquisition, there was a residential structure on the parcel. For the purpose of construction, the residential structure was demolished. A portion of this parcel was used for the improvement of SR 32, while 0.353 acre remained unused. INDOT has decided this surplus land will not be needed for highway purposes or purposes incidental thereto within a reasonable time in the future.		
Purpose and Need for Action	The purpose of this project is to dispose of approximately 0.353 acre of excess right-of-way that INDOT acquired for the improvement of SR 32 in Randolph County. The need of this project is that INDOT has decided that this parcel of land is excess r/w and should be disposed of.		
Alternatives Considered	Do nothing		
Project Termini	1794 E Washington Street, Winchester, IN 47394		
Funding Source(s)	<input checked="" type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Local	Estimated Cost	Not decided
Project Sponsor	Indiana Department of Transportation	Project Length	Area: 0.353 acre

SCOPE OF THE PROPOSED ACTION:	No	Possible	Comments
Public Involvement	X		This project does not meet any of the conditions described in the Public Involvement Manual Part 1, Section IV.C.4, which would require INDOT to offer an opportunity to the public to request a public hearing.
Relocation of residences/businesses/etc.*	X		No relocations of any residences or businesses will result from this project.
Right-of-way in acres (permanent and temporary)*	X		No permanent or temporary right-of-way will be required for this project.
Added through-traffic lanes – length*	X		No through-traffic lanes will be added.
Permanent alteration of local traffic pattern*	X		There will be no alteration of local traffic patterns.
Facility on new location or realignment*	X		No facilities will be relocated or realigned during the completion of this project.
Disruption to public facilities/services (such as schools, emergency service)	X		No disruption to public facilities or services will result from this project.
Involvement with existing bridge(s) (Include structure number(s))	X		No bridges or small structures will be involved in this project.

INVOLVEMENT WITH RESOURCES:	No	Possible	Studies, Coordination, and Comments
Watercourses Impacted (linear feet)	X		One unnamed intermittent river flows ¼ mile east of this parcel but the disposal of excess R/W will not impact this watercourse. The field visit on October 27, 2010 and review of indianamap.org hydrology GIS layers revealed that there are no other streams, rivers, or watercourses, jurisdictional or otherwise, located in or near the project area.
Other Surface Waters (such as ponds, lakes, reservoirs, in acres)	X		The field visit on October 27, 2010 and review of indianamap.org hydrology GIS layers revealed that there are no surface waters located in or near the project area.
Wetlands (acres)*	X		At the time of Red Flag Investigation (RFI), one NWI Line was observed in GIS Map. This NWI Line is located ¼ mile east of parcel 35 but this project will not impact this NWI Line. No further wetlands or potential wetland areas were observed in or near the project area during field investigation on October 27, 2010.
Disturbance of Terrestrial Habitat (acres)	X		Land use in and near the project is previously disturbed mowed lawn. This habitat will not be affected by the project. No additional terrestrial habitats will be impacted.
Karst Features	X		The project is located outside of the designated karst area of the state as identified in the October 13, 1993 MOU. No karst features were observed or are known to exist within or adjacent to the proposed project area.

INVOLVEMENT WITH RESOURCES:	No	Possible	Studies, Coordination, and Comments
Threatened and Endangered Species Present/Impacted*	X		This project type falls under the category of "No Coordination Required" per the MOU between INDOT and USFWS, dated September 1993.
Impacts to Sole Source Aquifer*	X		The project is not located within the legally designated St. Joseph Aquifer System.
Flood Plains (note transverse or longitudinal impact)	X		The project does not encroach upon a regulatory floodplain as determined from available FEMA flood plain maps (attached). Therefore, it does not fall within the guidelines for the implementation of 23 CFR 65, 23 CFR 771, and 44 CFR.
Farmland (acres)	X		None of the land within the project limits meets the definition of farmland under the Farmland Protection and Policy Act (FPPA) Section 658.2. The requirements of the FPPA do not apply to this project.
Cultural Resources (Section 106)*	X		The environmental consultant (DLZ Indiana, LLC) completed the Section 106 for Des 9704200. They sent their cultural resources finding within APE to SHPO on August 21, 2002. In a letter dated September 23, 2002 the SHPO concurred with the finding that there no cultural resources within the APE that will be affected by this project. Parcel 35 was included in the APE. Furthermore, INDOT, Cultural Resources Section submitted Phase Ia Field Reconnaissance report (Laswell, 2/16/09) of this parcel to IDNR Division of Historic Preservation and Archaeology (DHPA) on February 3, 2009. After reviewing this report, DHPA stated in a letter dated March 11,, 2010 that the property does not contain a historic site or historic structure and no currently known archaeological resources (see appendix). The Section 106 process has been completed and the responsibilities of the FHWA under Section 106 have been fulfilled.
Section 4(f) and Section 6(f) Resources*	X		The field visit on October 27, 2010 and review of INDOT Infrastructure Arc GIS layer revealed that there are no Section 4(f) or Section 6(f) resources located in or near the project area.
Air Quality Non-attainment Area	X		This project is located in Randolph County. This county is currently in attainment ⁵ for all criteria pollutants and this project is not of regional significance. Therefore, the conformity procedures of 40 CFR Part 93 does not apply.
Noise Analysis Required*	X		This project is not a Type 1 project. In accordance with 23 CFR 772 and the INDOT Traffic Noise Policy (FHWA concurrence on February 26, 2007), this action does not require formal noise analysis.

INVOLVEMENT WITH RESOURCES:	No	Possible	Studies, Coordination, and Comments
Community/Economic Impacts	X		The project will not impact the community or economy.
Environmental Justice	X		Per the INDOT CE Manual Section IV.C.7.d, no analysis for environmental justice (EJ) is required for projects with fewer than two relocations and less than 0.5 acre of R/W. This project meets both of these criteria. Therefore, no EJ analysis is required.
Hazardous Materials	X		During a site visit on October 27, 2010, no hazardous materials were observed in or near the project area. Additionally, a review of the Red Flag GIS Base Map and Red Flag Investigation provided by the INDOT Office of Environmental Services, Hazardous Materials Unit (attached) revealed that no hazardous materials are located in or near the project area. Therefore, no further investigation is required.
Permits	X		No environmental permits are required for this project. However, if any permits are required from the City of Winchester for disposal of this property it will be the responsibility of the real estate department to apply for them.

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

Environmental Commitments:

1. If any artifacts, burial objects, or human remains are discovered, ground disturbing activities shall cease, and the Department of Natural Resources will be notified within two (2) business days. In the event, please call (317) 232-5161. (INDOT Standard Specification)

In accordance with the *Categorical Exclusion Programmatic Agreement* between INDOT and FHWA, the following type of environmental documentation is needed:

	No Additional Documentation: State-Funded Project. For projects that are 100% state-funded, and meets IDEM's approved list of Categorical Exempted Projects.
X	No Additional Documentation: Categorical Exclusion, Level 1. The necessary supporting documentation, including maps and coordination, are attached to this document and will be kept on file in the district. If the project is approved as a CE-1 under Tables 2 or 3 in the CE Manual, provide the number or letter under which this CE-1 is approved. For projects not listed on Tables 2 or 3, but determined to be Level 1 CEs on other criteria, such as the threshold chart above, attach appropriate documentation.
	Categorical Exclusion, Level 2 through 4 – The proposed action exceeds the thresholds for a CE-1 in the thresholds table above. The project must be documented on the Categorical Exclusion/Environmental Assessment Form. Additional research and documentation are necessary to determine environmental impacts and the type of environmental documentation.
	EA – An Environmental Assessment will be prepared.
	EIS – An Environmental Impact Statement will be prepared.

Environmental Screening/CE-1 Form Project: Des No: Sale of Excess Parcel 35/LA Code 4308 (Des 9704200)

	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, ≤150 linear feet REC, ≤ 1 acre	> 300 linear feet, > 150 linear feet REC	>1 acre	>1 acre
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	"No Effect", or Falls within Guidelines of USFWS 9/8/93 Programmatic Response	“Not likely to Adversely Affect”	“Not likely to Adversely Affect”	“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 <input type="checkbox"/> ESMs <input type="checkbox"/> OES <input type="checkbox"/> FHWA	Yes	Yes	Yes, Yes	Yes Yes Yes

Categorical Exclusion Level Thresholds

* These thresholds have changed from the March 2008 Manual.¹ Permanent and/or temporary right-of-way.² If the length of the new alignment is equal to or greater than one mile, contact the FHWA’s Air Quality/Environmental Specialist. In accordance with INDOT’s Noise Policy.³ If the project is considered Likely to Adversely Affect Threatened and/or Endangered Species, INDOT and the FHWA should be consulted to determine whether a higher class of document is warranted.⁴ Environmental Scoping Manager

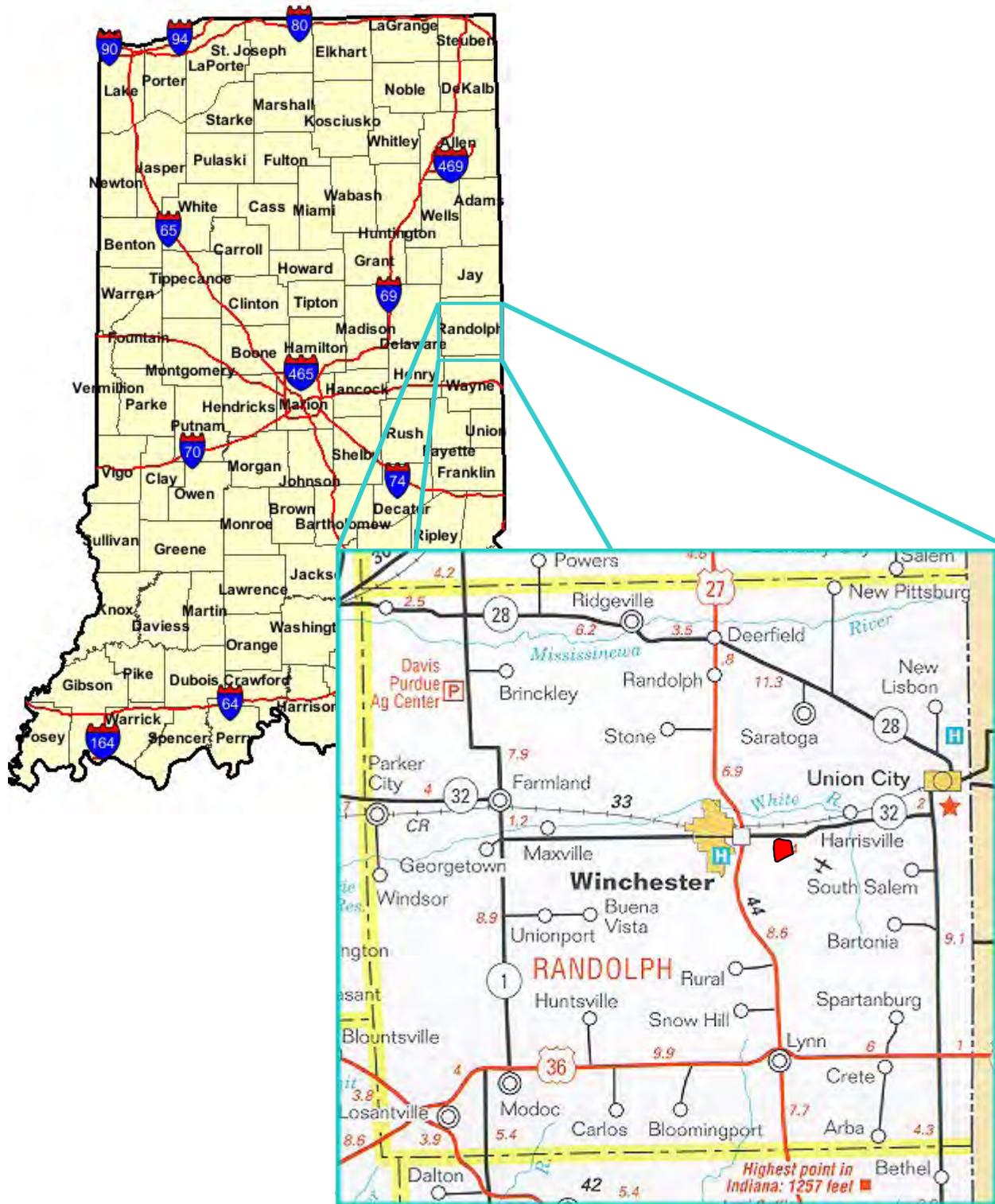
Appendices

Appendix A	Location Maps
Appendix B	Site Photographs
Appendix C	Plan
Appendix D	Survey
Appendix E	Legal Description
Appendix F	Warranty Deeds
Appendix G	Cultural Resources
Appendix H	Hazardous Materials
Appendix I	Correspondence

Appendix A

Location Maps

Map of Randolph Co, Indiana, including Excess Parcel 35/LA Code 4308

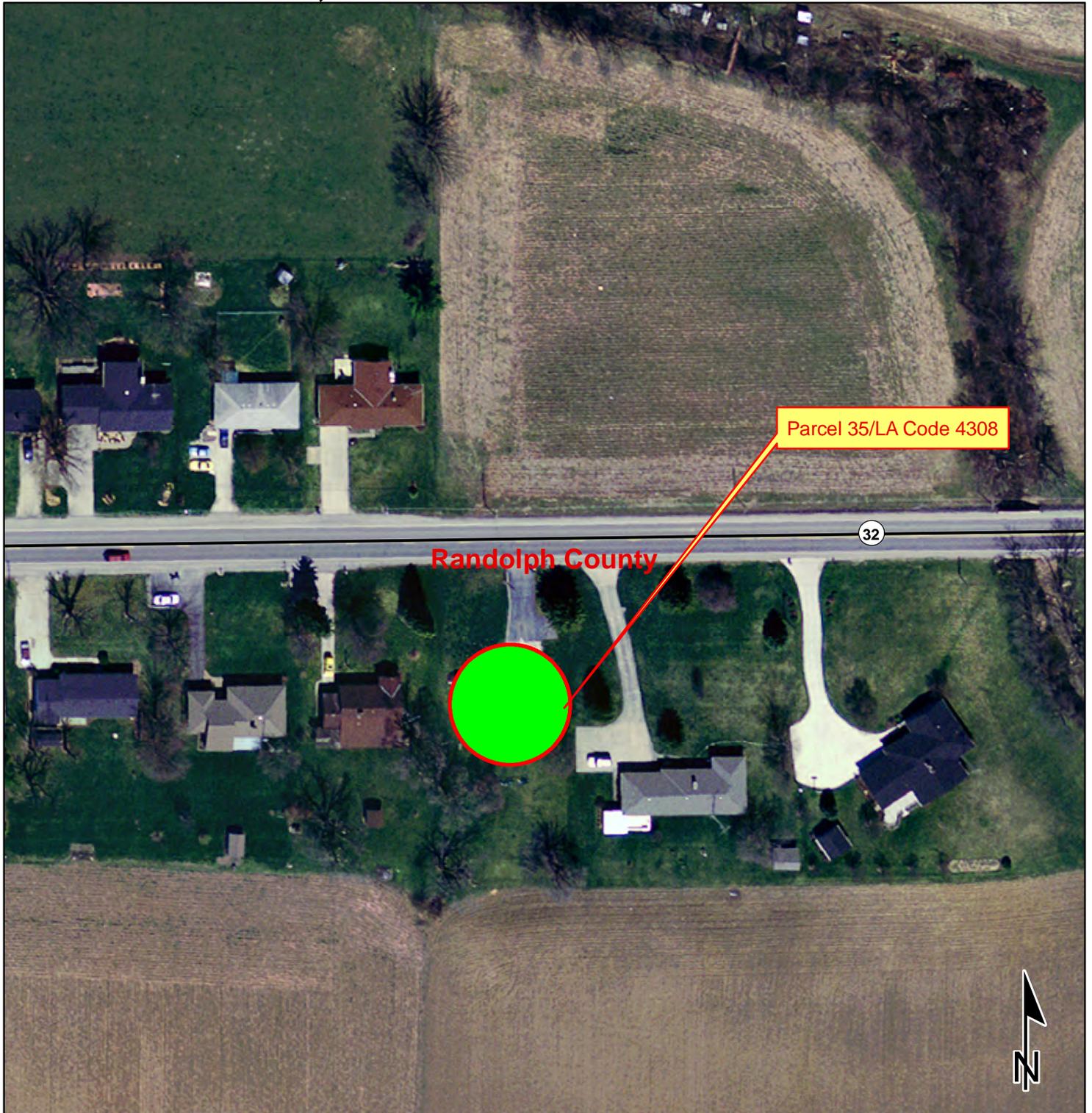


📍 Approximate Location of Parcel # 35

Site Location

SR 32, Randolph County, Indiana

Des No 9704200, Sale of Excess Parcel 35/LA Code 4308



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 1:1,191  Miles

	Section Town and Range		Interstate
	County Boundary		State Route
	Local Road		US Route

Appendix B

Site Photographs

**LA Code 4308/Parcel 35
1794 E. Washington Street, Winchester, IN 47394**



1. Facing South, House front.



2. Facing east, Showing old furnace outlet on the wall of the house.



3. House number at the corner of driveway.



4. Facing north, Back of the house.



5. Facing east.



6. Facing south, Garage in the backyard.

Appendix C

Plan

Appendix D

Survey

EXHIBIT "A"

Sheet 1 of 1

Code: 4308 Parcel: 35 Excess Land

A part of the East Half of the Southeast Quarter of Section Twenty-Two (22), Township Twenty (20) North, Range Fourteen (14) East, Randolph County, Indiana and shown on the attached plat marked EXHIBIT "B", described as follows: Beginning at the Northwest corner of the east half of said quarter section; thence South 89 degrees 56 minutes 13 seconds East 100.00 feet along the north line of said half quarter section; thence South 00 degrees 34 minutes 43 seconds West 200.00 feet; thence North 89 degrees 56 minutes 13 seconds West 100.00 feet to the west line of the east half of said quarter section; thence North 00 degrees 34 minutes 43 seconds East 200.00 feet along said west line to the point of beginning and containing 0.459 acres more or less. **EXCEPT** 46 feet by parallel lines off the north side and containing after said exception 0.353 acres, more or less.

Reserving unto the State of Indiana the right to control access where the above described 0.353-acres abuts State Road 32.

This description was prepared for the Indiana Department of Transportation by Ronald L. Raney, Indiana Registered Land Surveyor, License Number LS 80870012 on the 30th day of July, 2010.

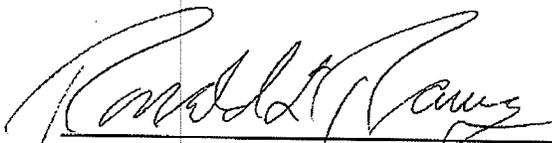

Ronald L. Raney, LS 808870012



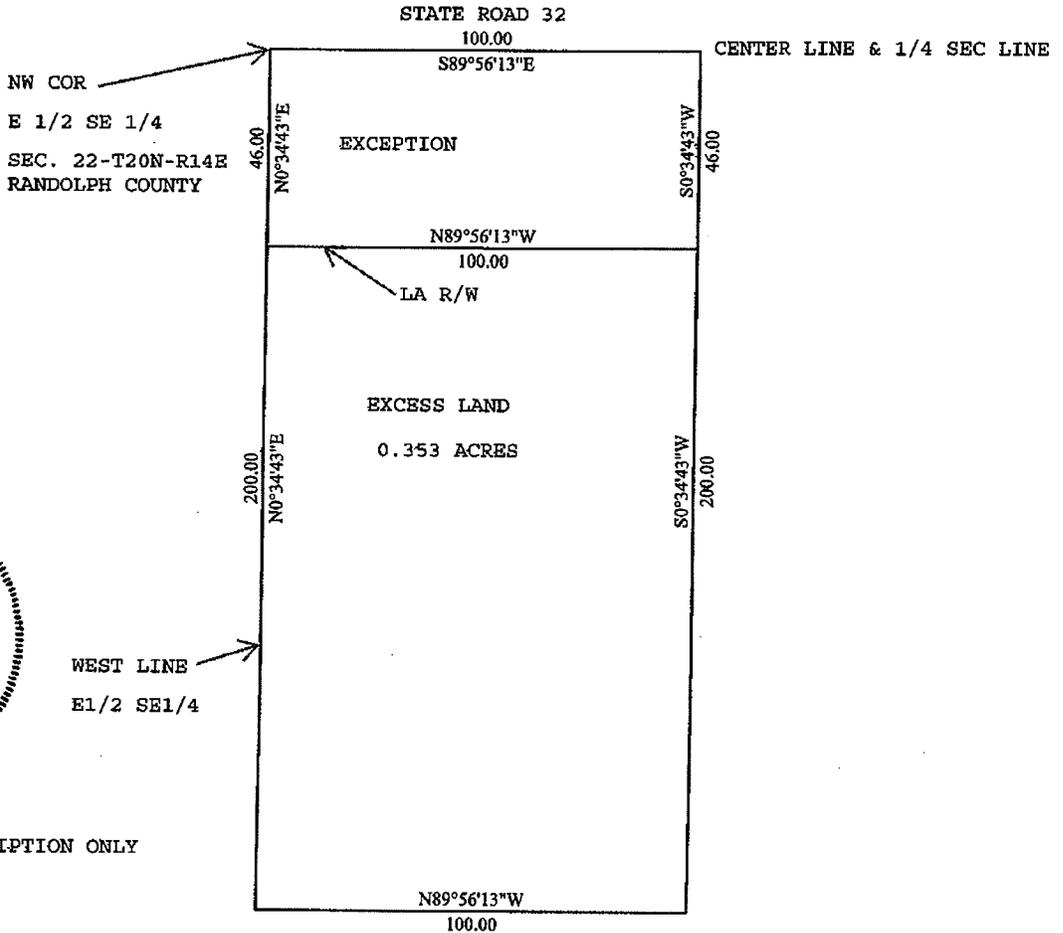
EXHIBIT "B"

INDIANA DEPARTMENT OF TRANSPORTATION
 CODE 4308 - PARCEL 35 - EXCESS LAND - 0.353 ACRES
 TITLE ACQUIRED BY WARRANTY DEED I-20092851

PLAT OF LEGAL DESCRIPTION

NORTH

 SCALE 1"=40'



PLAT OF LEGAL DESCRIPTION ONLY
 NOT A LAND SURVEY

Title: CODE 4308 PARCEL 35 EXCESS LAND		Date: 8-02-2010
Scale: 1 inch = 40 feet	File: 4308-35E.DES	
Tract 1: 0.459 Acres: 19999 Sq Feet: 1858.0 Sq Meters: No significant closure error. : Perimeter = 600 feet Tract 2: 0.106 Acres: 4600 Sq Feet: 427.3 Sq Meters: No significant closure error. : Perimeter = 292 feet		
001=S89.5613E 100.00	005=@1	009=N0.3443E 46.00
002=S0.3443W 200.00	006=S89.5613E 100.00	
003=N89.5613W 100.00	007=S0.3443W 46.00	
004=N0.3443E 200.00	008=N89.5613W 100.00	

Appendix E

Legal Description

EXHIBIT "A"

Project: STP-100-3(003)

Sheet 1 of 1

Code: 4308

Parcel: 35 Fee Simple

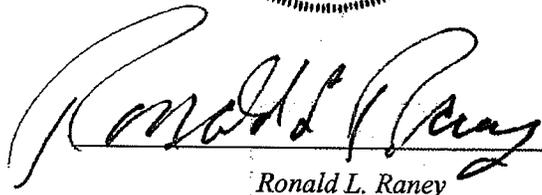
Form: WD-1

Tax ID#: 011-00770-00

A part of the East Half of the Southeast Quarter of Section Twenty-Two (22), Township Twenty (20) North, Range Fourteen (14) East, Randolph County, Indiana and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked EXHIBIT "B", described as follows: Beginning at the Northwest corner of the east half of said quarter section which point is the northwest corner of the grantors' land; thence South 89 degrees 56 minutes 13 seconds East 100.00 feet along the north line of said half quarter section to the northeast corner of the grantors' land; thence South 00 degrees 34 minutes 43 seconds West 200.00 feet along the east line of the grantors' land to the south line of the grantors' land; thence North 89 degrees 56 minutes 13 seconds West 100.00 feet along said south line to the west line of the east half of said quarter section; thence North 00 degrees 34 minutes 43 seconds East 200.00 feet along said west line to the point of beginning and containing 0.459 acres more or less.



This description was prepared for the Indiana Department of Transportation by Ronald L. Raney, Indiana Registered Land Surveyor, License Number LS 80870012 on the 3rd day of April, 2009.


Ronald L. Raney

I 20092851

Page 4 of 5

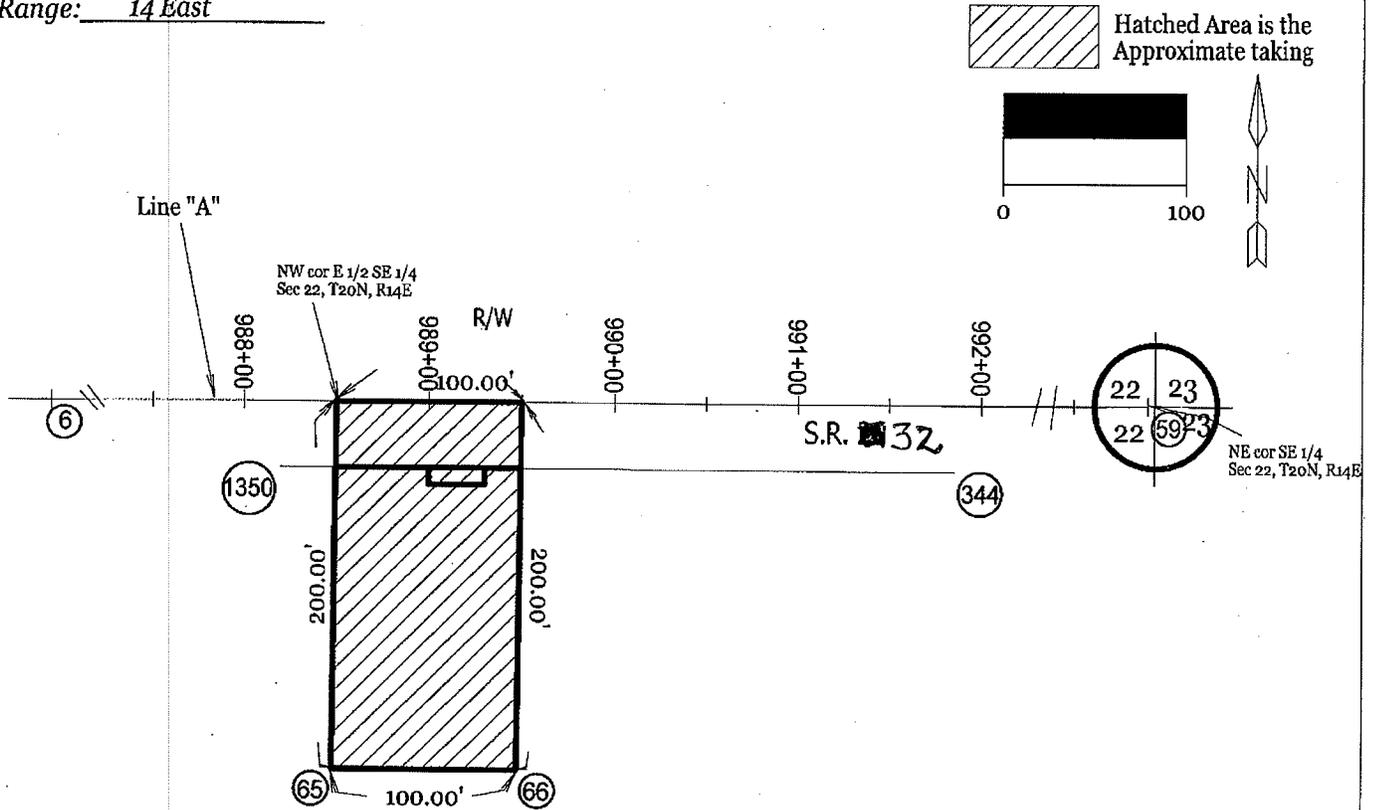
Parcel #: 35
 Project #: STP-100-3(003)
 Road #: State Road 32
 County: Randolph
 Section: 22
 Township: 20 North
 Range: 14 East

RIGHT OF WAY PARCEL PLAT
 EXHIBIT "B"

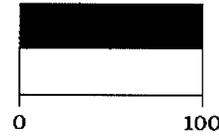
Code: 4308

Owner: Brian W. Cline et ux
 Warranty Deed-Instrument #0017374

Prepared by: Kim Goodpaster
 Checked by: Ron Raney



 Hatched Area is the Approximate taking



Pt	Northing	Easting	Station	Offset	Line
65	1793984.3788	530278.9344	988+48.17	200.00' 北	"A"
66	1793984.2687	530378.9344	989+48.17	200.00' 北	"A"
344	1794147.8778	530615.9143	991+85.00	36.00' 北	"A"
1350	1794148.2788	530250.9145	988+20.00	36.00' 北	"A"

6 See Location Control Route Survey Plat
 59 See Location Control Route Survey Plat



Ronald L. Raney 4/3/09
 Ronald L. Raney, LS 80870012, Date

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the Location Route Survey Plat Recorded as Instrument Number 20028832, in the Office of the Recorder of Randolph 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").

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

I 20092851

Page 5 of 5

Appendix F

Warranty Deeds

DULY ENTERED FOR REGISTRATION
THIS 9 DAY OF JULY 2009

David B. Feely

AUDITOR OF RANDOLPH COUNTY
011-00270-00 60-053
68-09-22-400-053,000-020

JANE A GROVE 5P
RANDOLPH COUNTY RECORDER, INDIANA
DLP Date 07/09/2009 Time 14:02:51

Form WD-1
8/98

WARRANTY DEED I 20092851

Page 1 of 5

68-09-22-400-053,000
-020

Project: STP-100-3 (003)
Code: 4308
Parcel: 35
Page: 1 OF 2

THIS INDENTURE WITNESSETH, That BRIAN W. CLINE AND MONICA L. CLINE, HUSBAND AND WIFE, the Grantor(s), of RANDOLPH County, State of INDIANA Convey(s) and Warrant(s) to the **STATE OF INDIANA**, the Grantee, for and in consideration of the sum of NINETY SEVEN THOUSAND FOUR HUNDRED AND SIXTY Dollars (\$97,460.00) (of which said sum \$97,460.00 represents land and improvements acquired and \$0.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of RANDOLPH, State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

Interests in land acquired by the Indiana
Department of Transportation
Grantee mailing address:
100 North Senate Avenue
Indianapolis, IN 46204-2219
I.C.8-23-7-31

This Instrument Prepared By

see pg 3
Attorney at Law

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Name (Printed) Tracy Peterson
Signature *Tracy Peterson*

Sales Disclosure Approved
Randolph County Assessor

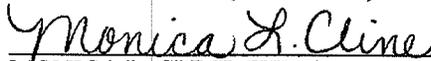
Project: STP-100-3 (003)
Code: 4308
Parcel: 35
Page: 2 OF 2

As an inducement for the State to close this real estate transaction, the grantor(s) assume(s) and agree(s) to pay the 2008 payable 2009 real estate taxes and assessments on the above described real estate. This obligation to pay shall survive the said closing and shall be enforceable by the State in the event of any non-payment.

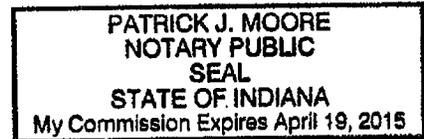
IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this 24TH day of APRIL, 2009.



(Seal)
BRIAN W. CLINE (HUSBAND)



MONICA L. CLINE (WIFE)



STATE OF INDIANA :
COUNTY OF RANDOLPH : SS:

Before me, a Notary Public in and for said State and County, personally appeared BRIAN W. CLINE AND MONICA L. CLINE, HUSBAND AND WIFE, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be a voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 24TH day of APRIL, 2009.

NOTARY PUBLIC:


PATRICK J. MOORE

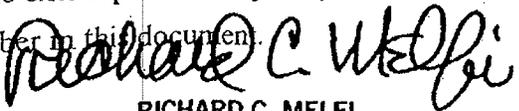
My Commission expires 4/19/2015.

I am a resident of HAMILTON County.

I 20092851

Page 2 of 5

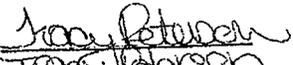
This instrument was prepared and approved as to form by the undersigned Deputy Attorney General who, under penalties of perjury, affirms that he has redacted, to the extent permitted by law, each Social Security number in this document.



RICHARD C. MELFI
DEPUTY ATTORNEY GENERAL

Richard C. Melfi, Attorney No. 23425-29
Deputy Attorney General
State of Indiana
Indiana Government Center South, 5th Floor
302 West Washington Street
Indianapolis, IN 46204

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law."

Signature: 
Printed Name: Tracy Peterson

Appendix G

Cultural Resources

In 2008/2009 changes were once again made to the scope of work for this project. The changes include the shortening of the project length from CR 300 E to 425' west of CR 200 E. This is because there is no industry present between CR 200 E and CR 300 E and not much traffic to warrant construction on the additional 0.77 miles. The total project length is now only 1.47 miles as opposed to the originally proposed 2.24 miles. The construction of a 3 lane road is now proposed only from US 27 to CR 100 E and in the vicinity of the Industrial Park, beyond which the project shall consist of only 2 lanes. A westbound right-turn lane is proposed for CR 100 E and right and left turn lanes are to be constructed in the westbound and eastbound direction respectively for the entrance of the Industrial Park. Please note that the project APE proposed in 2004 covers all of the new project limits.

Also, construction activities for this project are apparently affecting the sewer systems on two parcels (LA Code 4308/Parcel 17 & 35). As a result, it has become necessary to acquire the two parcels along the project route for demolition. The properties were included in the previously determined APE for the project, but at that time their relocation was not anticipated. Parcel 35 is located at 1794 E. Washington Street (SR 32) and comprises of c. 1955 split level ranch house with a two car garage. There is also a relatively new metal storage unit located in the backyard. Parcel 17, located at 1450 E. Washington Street, also comprises of a c. 1960 massed ranch house. Both these houses exhibit no unique design features, were not built by any notable architects and lack both architectural and historical significance (see photographs in Appendix C). They are, therefore, considered "Non Contributing" and are recommended ineligible for listing in the National Register of Historic Places (NRHP).

DNR Indiana Department of Natural Resources

Mitchell E. Daniels, Jr., Governor
Robert E. Carter, Jr., Director

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



March 11, 2009

Christopher Koepfel
Administrator
Cultural Resources Section
Office of Environmental Services
Indiana Department of Transportation
100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204-2216

Federal Agency: Federal Highway Administration

Re: Change in the scope of work, archaeological records check and phase Ia field reconnaissance report (Laswell, 2/16/09) for SR 32 road construction from US 27 to 2.72 miles east of US 27 (Designation #9704200; DLZ; STP-100-3 () ; DNR # 9696; DHPA # 5698)

Dear Mr. Koepfel:

Pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f), 36 C.F.R. Part 800, and the "Programmatic Agreement among the Federal Highway Administration, the Indiana Department of Transportation, the Advisory Council on Historic Preservation, the Indiana State Historic Preservation Officer regarding the implementation of the Federal Aid Highway Program in the State of Indiana," the staff of the Indiana State Historic Preservation Officer has conducted an analysis of the materials dated February 3, 2009 and received on February 6, 2009, for the above indicated project in White River Township, Randolph County, Indiana.

Based upon the documentation available to the staff of the Indiana SHPO, we have not identified any historic buildings, structures, districts, objects or archaeological resources listed in or eligible for inclusion in the National Register of Historic Places within the probable area of potential effects.

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. Be advised that adherence to Indiana Code 14-21-1-27 and 29 does not obviate the need to adhere to applicable federal statutes and regulations.

A copy of the revised 36 C.F.R. Part 800 that went into effect on August 5, 2004, may be found on the Internet at www.achp.gov for your reference. If you have questions about archaeological issues please contact Amy Johnson at (317) 232-6982 or ajohnson@dnr.IN.gov. If you have questions about buildings or structures please contact Karie Brudis at (317) 233-8941 or kbrudis@dnr.IN.gov. Additionally, in all future correspondence regarding the above indicated project, please refer to DHPA # 5698.

Very truly yours,

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

JAG:KAB:ALJ:aj



Indiana Department of Natural Resources

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

Frank O'Bannon, Governor
John Goss, Director



September 23, 2002

DLZ
SEP 27 2002
RECEIVED

cc: DJS
BKA
CGH
BLG
JZZ
F

Daniel J. Stevens
Environmental Scientist
DLZ Indiana, LLC
2211 East Jefferson Boulevard
South Bend, Indiana 46615

Federal Agency: Federal Highway Administration

Re: Finding of "no historic properties affected" concerning SR 32 road construction from US 27 to 2.72 miles east of US 27 (Project #STP-100-2[]; Designation #9704200; DNR #9696)

Dear Mr. Stevens:

Pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) and 36 C.F.R. Part 800, the Indiana State Historic Preservation Officer ("Indiana SHPO") has conducted an analysis of the materials dated August 19, 2002, and received by the Indiana SHPO on August 21, 2002, for the above indicated project in White River Township, Randolph County, Indiana.

We concur with the finding that there are no historic buildings, structures, districts, objects, or archaeological resources within the area of potential effects that will be affected by the above indicated project, which was approved by the Federal Highway Administration on August 9, 2002.

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 the event that artifacts or features are discovered during the implementation of the Federally assisted project, activity, or program and a plan has not been developed, it is the Federal agency's responsibility to make reasonable efforts to avoid, minimize or mitigate adverse effects in accordance with 36 C.F.R. § 800.13.

If you have any questions, please call Karie A. Brudis of our office at (317) 232-1646.

Very truly yours,

for Karie A. Brudis
Jon C. Smith
Deputy State Historic Preservation Officer
JCS:KAB:kab

cc: John Baxter, Division Administrator, Federal Highway Administration
Scott Zimmerman, Director, Eastern Regional Office, Historic Landmarks Foundation of Indiana

SUMMARY AND CONCLUSIONS

In response to a request from the Indiana Department of Transportation (INDOT), Greenfield District, an archaeological records check and Phase Ia field reconnaissance has been conducted for additional information concerning the acquisition of Parcels 17 and 35 (Code 4308) along southern portions of SR 32, 1.5 km (0.9 mi) and 2.0 km (1.2 mi) east of the intersection of US 27 and SR 32, respectively (Des. No. 9704200), Randolph County, Indiana. This project is part of the larger road rehabilitation of SR 32 that was originally surveyed by Zunker (2002). Portions of both parcel areas were previously surveyed during the Zunker (2002) field reconnaissance that included a 15 m (50 ft) corridor south from the center line of SR 32. The survey area of Parcel 17 consisted of 0.2 ha (0.5 ac) and 0.1 (0.25 ac) for Parcel 35. Both parcels include extant residential structures that will be demolished upon acquisition by INDOT. Jeffrey L. Laswell of INDOT, CRS conducted a Phase Ia field reconnaissance within the boundaries of Parcels 17 and 35 (Des. No. 9704200) on February 10, 2009. Given that the parcel areas include extant residential houses, widespread subsurface disturbance was found throughout both of the properties. Little to no intact soil horizons was encountered. No archaeological deposits were identified during the course of the field reconnaissance within either of the parcels and no further archaeological assessment is recommended. The proposed project should be allowed to proceed as planned. In the unlikely event that archaeological deposits or human remains are encountered during the construction phase of the project, all construction activities must cease and an archaeologist from IDNR, DHPA and INDOT, CRS must be notified.

Appendix H

Hazardous Materials

HAZARDOUS MATERIALS SITE VISIT FORM

Des # 9704200

Project # _____

Road # SR 32

Type of Road Project: The Disposal of excess parcel # 35

Description of area (either general location or exact location of parcel): The parcel is located along the southern portion of SR 32. Address is 1794 E Washington Street, Winchester, IN 47394

Person completing this Field Check: Shahid Hassan

1. Has a Red Flag Investigation been completed?

Yes No

Notes: In Red Flag Investigation some registered underground tanks found adjacent to the project area
 . INDOT's Hazardous Material Unit suggested that due to the scope of the project at this time no further investigation appears warranted.

2. Right-of-Way Requirements:

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

Notes: Mostly Land will be required from front yard of the houses.

3. Land Use History and Development: (Industrial, Light Industry, Commercial, Agricultural, Residential)
 Other – also, indicate source of data (visual inspection, aerial photos, U.S.G.S. topo maps, etc.)

Setting (rural or urban): Urban

Current Land Uses: Mowed Grassy Lawn

Previous Land Uses: Mowed Grassy Lawn

Adjacent Land Uses: Mowed Grassy Lawn

Describe any structures on the property: None.

4. Visual Inspection:

	Property	Adjoining Property		Property	Adjoining Property
Storage Structures:			Evidence of Contamination:		
Underground Tanks	<u>NO</u>	<u>NO</u>	Junkyard	<u>NO</u>	<u>NO</u>
Surface Tanks	<u>NO</u>	<u>NO</u>	Auto Graveyard	<u>NO</u>	<u>NO</u>
Transformers	<u>NO</u>	<u>NO</u>	Surface Staining	<u>NO</u>	<u>NO</u>
Sumps	<u>NO</u>	<u>NO</u>	Oil Sheen	<u>NO</u>	<u>NO</u>
Ponds/Lagoons	<u>NO</u>	<u>NO</u>	Odors	<u>NO</u>	<u>NO</u>
Drums	<u>NO</u>	<u>NO</u>	Vegetation Damage	<u>NO</u>	<u>NO</u>
Basins	<u>NO</u>	<u>NO</u>	Dumps	<u>NO</u>	<u>NO</u>
Landfills	<u>NO</u>	<u>NO</u>	Fill Dirt Evidence	<u>NO</u>	<u>NO</u>
Other	<u>NO</u>	<u>NO</u>	Vent pipes or fill pipes	<u>NO</u>	<u>NO</u>
			Other	<u>NO</u>	<u>NO</u>

5. is a Phase I, Initial Site Assessment required? Yes

No (Write additional notes on back)



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 Cline, Commissioner

Date: November 5, 2010

To: Shahid Hassan
INDOT Greenfield District
32 South Broadway Street
Greenfield, IN 46140
shassan@indot.in.gov

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

Re: The Disposal of Excess Parcel (Parcel No. 35, LA Code 4308)
Location: Along southern portion of SR 32, 1.2 miles east of intersection of US 27 and SR 32
Randolph County, Indiana
Address: 1794 E Washington Street, Winchester, IN 47394

Red Flag Survey

Narrative

This is a project for disposal of excess right-of-way (R/W). This parcel was acquired by INDOT for improvement of SR 32 in Randolph County (Des No. 9704200). The parcel is located along the southern portion of SR 32. The legal location of this property is NW 1/4 of the NW 1/4 of the NE 1/4 of the SE 1/4 of Sec. 22, T-20N, R-14E as shown on the USGS 7.5 series Winchester, Indiana topographical quadrangle. At the time of acquisition, there was a residential structure on the parcel. For the purpose of construction, the residential structure was demolished. Some portion of this parcel was used for the improvement of SR 32, leaving 0.353 acre of excess R/W to be disposed of. INDOT has decided that this surplus land will not be needed for highway purpose or purposes incidental thereto within a reasonable time in the future.

Summary

Infrastructure			
Indicate items of concern found within 1/2 mile, including an explanation why each item within the 1/2 mile radius will/will not impact the project:			
Other road projects		Airports	
Cemeteries		Hospitals	
Railroads	1	Recreational Facilities	

www.in.gov/dot/

An Equal Opportunity Employer

Religious Facility		Schools	
Trails		Pipelines	2

Explanation: There are two Ohio Valley Natural Gas Pipe is located within ½ mile radius of excess parcel. One pipe is located 120' south and another pipe is located approximately ¼ mile of this property. Due to the nature of this project, the gas pipe will be not impacted. There is one CSX Rail Road running approximately ¼ mile north of the parcel but this not an issue for disposing the abandoned land.

Supervisory concurrence: _____ kbm (Initial)

Water Resources			
Indicate items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project:			
Canal Routes – Historic		Canal Structures – Historic	
Wetland Line	1	Floodplain-DFIRM	
Rivers and Lakes	2	Wetlands	1
Wetland Points		Lakes – Impaired*	
Streams – Impaired*		Cave Entrance Density	
Sinkhole Areas		Karst Springs	
		Sinking-Stream Basins	

* Reason for impairment, if applicable:

Explanation: There are two intermittent rivers flowing east and west and a wetland line is also located within ½-mile radius of excess parcel. The distance of these water resources is approximately ¼ mile from the parcel. There is one 27.83 acres wetland (L1UBHX) is located within ½ mile of parcel# 35. These water resources will be not impacted due to this project because this because this is only a sale of this excess parcel.

Supervisory concurrence: _____ kbm (Initial)

Mining/Mineral Exploration			
Indicate items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project:			
Oil Wells		Gas Wells	
Mines – Surface		Mines – Underground	
Petroleum Fields	1		

Explanation: The GIS map shows the whole area in the vicinity of parcel # 35 is a Petroleum Fields. This project has no concern with these Petroleum Fields because no excavation will be involved.

Supervisory concurrence: _____ kbm (Initial)

Ecological Information

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

Supervisory concurrence: _____ (Initial)

Preparer:

Shahid Hassan

Environmental Scientist

INDOT Greenfield District

Graphics

A map for each report section with a ½-mile radius buffer around all project area(s) showing all items identified as possible items of concern is attached.



7. Facing west, side of the house.



8. Old lamp post near the drive of the house.

Appendix I

Correspondence



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

Greenfield District
32 S. Broadway St.
Greenfield, IN 46140

PHONE: (317) 462-7751
FAX: (317) 462-7031

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

October 22, 2010

To: Jeff Hinrichs, Supervisor
Property Management Section, Real Estate Division

Thru: Brandye Hendrickson
Greenfield District Deputy Commissioner

From: Michael J. Rogers *[Signature]*
Greenfield District Real Estate

RE: Request to Sell Excess Land
Road: SR 32
Location: 1794 E Washington St, Winchester, IN 47394
County: Randolph
Code: 4308
Parcel: 35
Des Number: 9704200

We have received a request to buy land the department acquired as right of way.

The district deputy commissioner must decide if the sale of the excess right of way at the referenced location is property the department wants to sell before the Central Office of Property Management can move forward to dispose of the property. Attached please find a right of way plan sheet for the requested referenced property.

At a minimum please address the below concerns:

- ___ Are there bridge or pipe structures located in the excess RW INDOT needs to maintain?
- ___ Are there slopes within the excess RW that INDOT needs to maintain?
- ___ Are there other INDOT improvements, sod, concrete, paved ditches etc, within the excess RW that INDOT needs to maintain?

If there are no maintenance concerns within the requested area, if the district deputy commissioner wishes to declare the property as excess and if the property is not needed now or expected to be needed in the future, please approve this request by signing on the appropriate line.

If the property is needed now or expected to be needed in the future, please deny this request by signing on the appropriate line.

Please return the attached documents.

APPROVED: *[Signature]* DATE: 10-21-10
DISTRICT REAL ESTATE MANAGER

APPROVED: *[Signature]* DATE: 10-22-10
DISTRICT DEPUTY COMMISSIONER

DENIED: _____ DATE: _____
DISTRICT DEPUTY COMMISSIONER

REASON DENIED: _____

Townships

Parcels

Roads

Highways

Francis W. & Connie J.
011-00650-00
32
0.3370

Harris, David L. & Connie A.
011-00563-00
22

State of Indiana
011-00480-00
22

0.4080

State of Indiana
011-00754-01
52.1

State of Indiana
011-01125-01
54.1

State of Indiana
011-01125-01
56.1

State of Indiana
011-00770-01

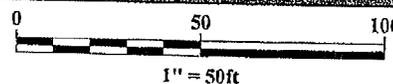
son, Melvin Dean
011-00754-00
52
0.3840

Fouse, Carl
011-01125-00
56
0.94

ance, James R.
011-01125-00
54
0.7430

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