

Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated **October 24, 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 **309 Pearl Street, Jeffersonville, IN, Clark 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: 0300798
Parcel: 104 Fee
Key No.: 10-19-00-100-131.000-010

Sheet: 1 of 1
Code: 4839

Being a part of Lot Nos. 144 and 145 in the City of Jeffersonville, Indiana, bounded thus, Beginning at the southeast corner of Lot of Mrs. Ransom on the west side of Pearl Street 23 feet 10 ½ inches; thence Westwardly 107 feet 2 inches; thence at right angles Northwardly 23 feet 10 ½ inches thence at right angles Eastwardly 107 feet 2 inches to the place of beginning.

The above-described parcel being that parcel of land conveyed February 12, 2008 by virtue of Special Warranty Deed Recorded February 27, 2008 in Instrument Number 200803002 in the office of the Recorder of Clark County, Indiana.

This description was prepared for the Indiana Department of Transportation by Butler, Fairman & Seufert, Inc., Doug K. Herenden
Indiana Registered Land Surveyor, License Number S0468
on this 21ST day of June, 2012.



EXHIBIT "A"

Project: 0300798
Parcel: 108 Fee
Key No.: 10-19-00-100-130.000-010

Sheet: 1 of 1
Code: 4839

Being part of Lots Nos. 144 and 145 in the City of Jeffersonville, said County and State, bounded thus: Beginning at a stake in the east line of said Lot No. 145, which stake is 86 feet 1-1/2 inches northwardly from the southeast corner of said Lot No. 145; thence at right angles westwardly across Lots Nos. 145 and 144, 107-1/2 fee(t), more or less, to a stake; thence at right angles southwardly and parallel to the east line of Lot No. 144, 22 feet and 9-1/2 inches to a stake, thence at right angles eastwardly across Lots Nos. 144 and 145, 107-1/2 fee(t), more or less to a stake on the east line of Lot No. 145; thence northwardly along the east line of Lot No. 145, 22 feet 9-1/2 inches, to the place of beginning.

The above-described parcel being that parcel of land conveyed October 27, 1997 by virtue of an Executor's Deed of Correction Recorded November 6, 1997 in Deed Drawer 29, Instrument Number 20086 in the Office of the Recorder of Clark County, Indiana.

This description was prepared for the Indiana Department of Transportation by Butler, Fairman & Seufert, Inc., Douglas K. Herenden
Indiana Registered Land Surveyor, License Number S0468
on this 31ST day of July, 2012.



Exhibit C



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: October 31, 2012

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

From: Kevin Hetrick
Highway Engineer
Indiana Department of Transportation
100 North Senate Avenue, N642
Indianapolis, IN 46204
khetrick@indot.gov.in

Re: RED FLAG INVESTIGATION
DES #0300798
Parcel relocation, 407 & 409 Pearl Street
Jeffersonville, Clark County, Indiana

NARRATIVE

These are empty lots that are potential parcels for relocation of the contributing homes in Jeffersonville associated with Des. 0300798, Ohio River Bridge project.

SUMMARY

Infrastructure			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Religious Facilities	N/A	Recreational Facilities	4
Airports	N/A	Pipelines	1
Cemeteries	N/A	Railroads	10
Hospitals	N/A	Trails	1
Schools	2	Managed Lands	N/A

Explanation:

Schools: There are two (2) schools located within the ½ mile buffer. The presence of these items is not expected to impact the parcel acquisition.

Recreational Facilities: There are four (4) recreational facilities located within the ½ mile buffer. The presence of these items is not expected to impact the parcel acquisition.

Pipelines: There is one (1) pipeline located within the ½ mile buffer. The presence of this item is not expected to impact the parcel acquisition.

Railroads: There are ten (10) railroads located within the ½ mile buffer. The presence of these items is not expected to impact the parcel acquisition.

Trails: There is one (1) trail located within the ½ mile buffer. The presence of this item is not expected to impact the parcel acquisition.

Water Resources			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
NWI - Points	N/A	NWI - Wetlands	3
Karst Springs	N/A	IDEM 303d Listed Lakes	N/A
Canal Structures – Historic	N/A	Lakes	1
NWI - Lines	N/A	Floodplain - DFIRM	1
IDEM 303d Listed Rivers and Streams (Impaired)	1	Cave Entrance Density	N/A
Rivers and Streams	2	Sinkhole Areas	N/A
Canal Routes - Historic	N/A	Sinking-Stream Basins	N/A

Explanation:

IDEM 303d Listed Rivers and Streams (Impaired): There is one (1) 303d Listed Rivers and Streams within the ½ mile buffer. These are stream segments located in the Ohio River. The presence of this item is not expected to impact the parcel acquisition.

Rivers and Streams: There are two (2) intermittent/perennial streams within the ½ mile buffer. These are stream segments located in the Ohio River. The presence of these items is not expected to impact the parcel acquisition.

NWI – Wetlands: There are three (3) NWI- Wetlands located within the ½ mile buffer. The presence of these items is not expected to impact the parcel acquisition.

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

Floodplain – DFIRM: There is one (1) floodplain located within the ½ mile buffer. The presence of this item is not expected to impact the parcel acquisition.

Mining/Mineral Exploration			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Petroleum Wells	N/A	Petroleum Fields	N/A
Mines – Surface	N/A	Mines – Underground	N/A

Explanation: There are no items of concern present within the ½ mile buffer.

Ecological Information

The Clark County listing of the Indiana Natural Heritage Data Center information on endangered, threatened, or rare (ETR) species and high quality natural communities is attached with ETR species highlighted.

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

Cultural Resources

Per November 1, 2012, e-mail communication from Mary Kennedy, INDOT Environmental Services, Cultural Resources, "...these are properties under consideration for purchase to move some houses in a historic district that are in the path of the new bridge. The houses would be relocated to these parcels. The SHPO has okayed them from an above-ground perspective and archaeology will be undertaken if the property owners accept INDOT's offer."

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	1	Restricted Waste Sites	N/A
Corrective Action Sites (RCRA)	N/A	Septage Waste Sites	N/A
Confined Feeding Operations	N/A	Solid Waste Landfills	N/A
Construction Demolition Waste	N/A	State Cleanup Sites	4
Industrial Waste Sites (RCRA Generators)	7	Tire Waste Sites	N/A
Infectious/Medical Waste Sites	N/A	Waste Transfer Stations	N/A
Lagoon/Surface Impoundments	N/A	RCRA Waste Treatment, Storage, and Disposal Sites (TSDs)	N/A
Leaking Underground Storage Tanks (LUSTs)	2	Underground Storage Tanks	11
Manufactured Gas Plant Sites	N/A	Voluntary Remediation Program	3
NPDES Facilities	N/A	Superfund	N/A
NPDES Pipe Locations	9	Institutional Control Sites	N/A
Open Dump Sites	N/A		N/A

Explanation:

Brownfield Sites: There is one (1) Brownfield site located within the ½ mile buffer. The presence of this item is not expected to impact the parcel acquisition.

Industrial Waste Sites (RCRA Generators): There are seven (7) industrial waste sites located within the ½ mile buffer. The presence of these items is not expected to impact the parcel acquisition.

Leaking Underground Storage Tanks (LUSTs): There are two (2) leaking underground storage tank located within the ½ mile buffer. The presence of these items is not expected to impact the parcel acquisition.

NPDES Pipe Locations: There are nine (9) NPDES pipe locations located within the ½ mile buffer. The presence of these items is not expected to impact the parcel acquisition.

State Cleanup Sites: There are four (4) state cleanup sites located within the ½ mile buffer. The presence of these items is not expected to impact the parcel acquisition.

Underground Storage Tanks: There are eleven (11) underground storage tanks located within the ½ mile buffer. The presence of these items is not expected to impact the parcel acquisition.

Voluntary Remediation Program: There are three (3) voluntary remediation program sites located within the ½ mile buffer. The presence of these items is not expected to impact the parcel acquisition.

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: Per November 1, 2012, e-mail communication from Mary Kennedy, INDOT Environmental Services, Cultural Resources, "...these are properties under consideration for purchase to move some houses in a historic district that are in the path of the new bridge. The houses would be relocated to these parcels. The SHPO has okayed them from an above-ground perspective and archaeology will be undertaken if the property owners accept INDOT's offer."

HAZMAT CONCERNS: **N/A**

INDOT Environmental Services concurrence: _____(Signature)

Prepared by:
Karen Frantsi
Environmental Manager
INDOT Environmental Services

Graphics:

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

GENERAL SITE MAP SHOWING PROJECT AREA: YES

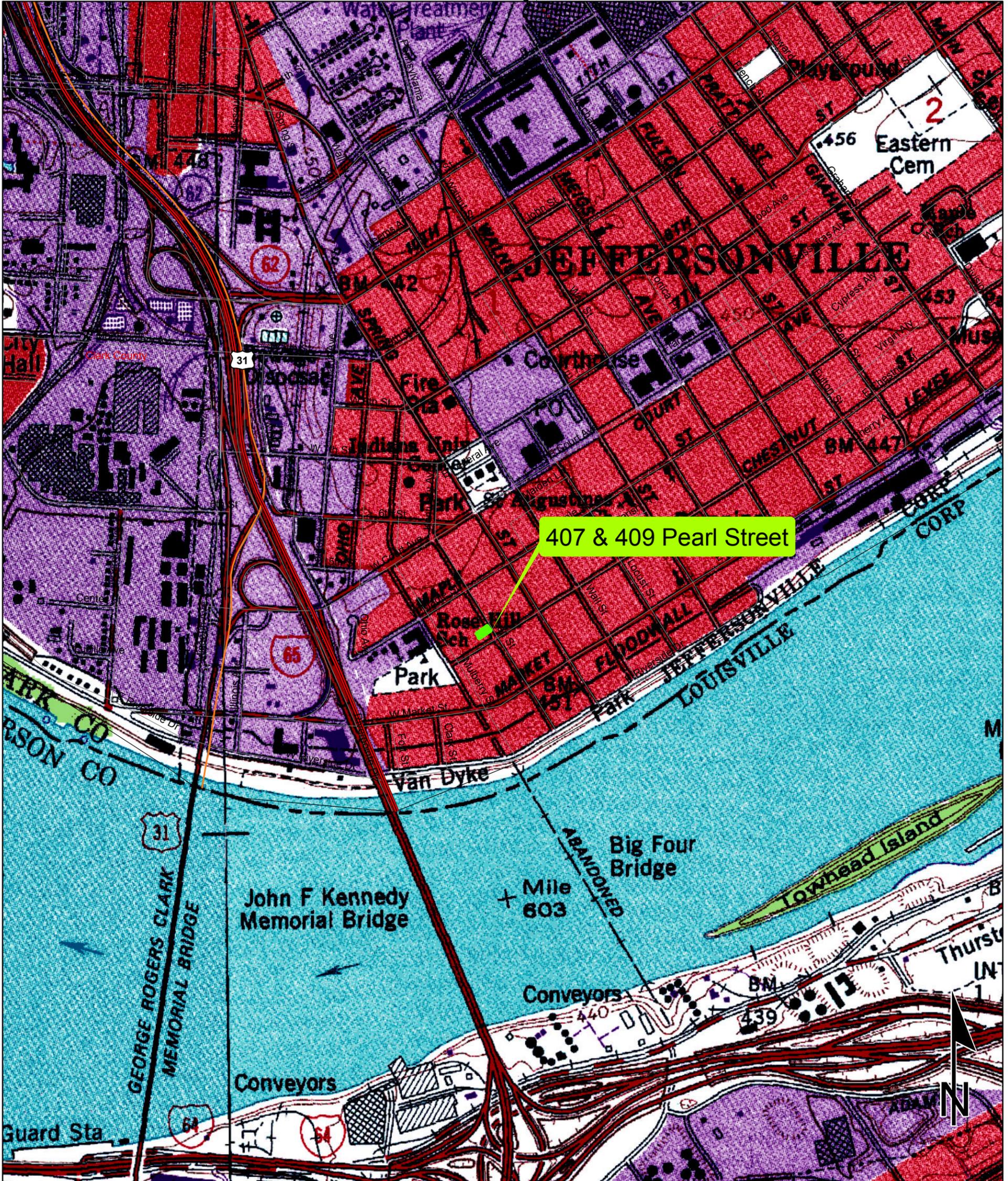
INFRASTRUCTURE: YES

WATER RESOURCES: YES

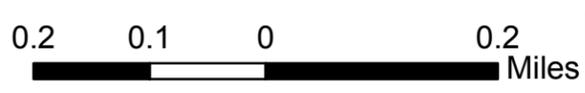
MINING/MINERAL EXPLORATION: N/A

HAZMAT CONCERNS: YES

Red Flag Investigation - Location Map
Parcel Relocation
407 & 409 Pearl Street
Des. No. 0300798, Seymour District
Clark County, Indiana



407 & 409 Pearl Street

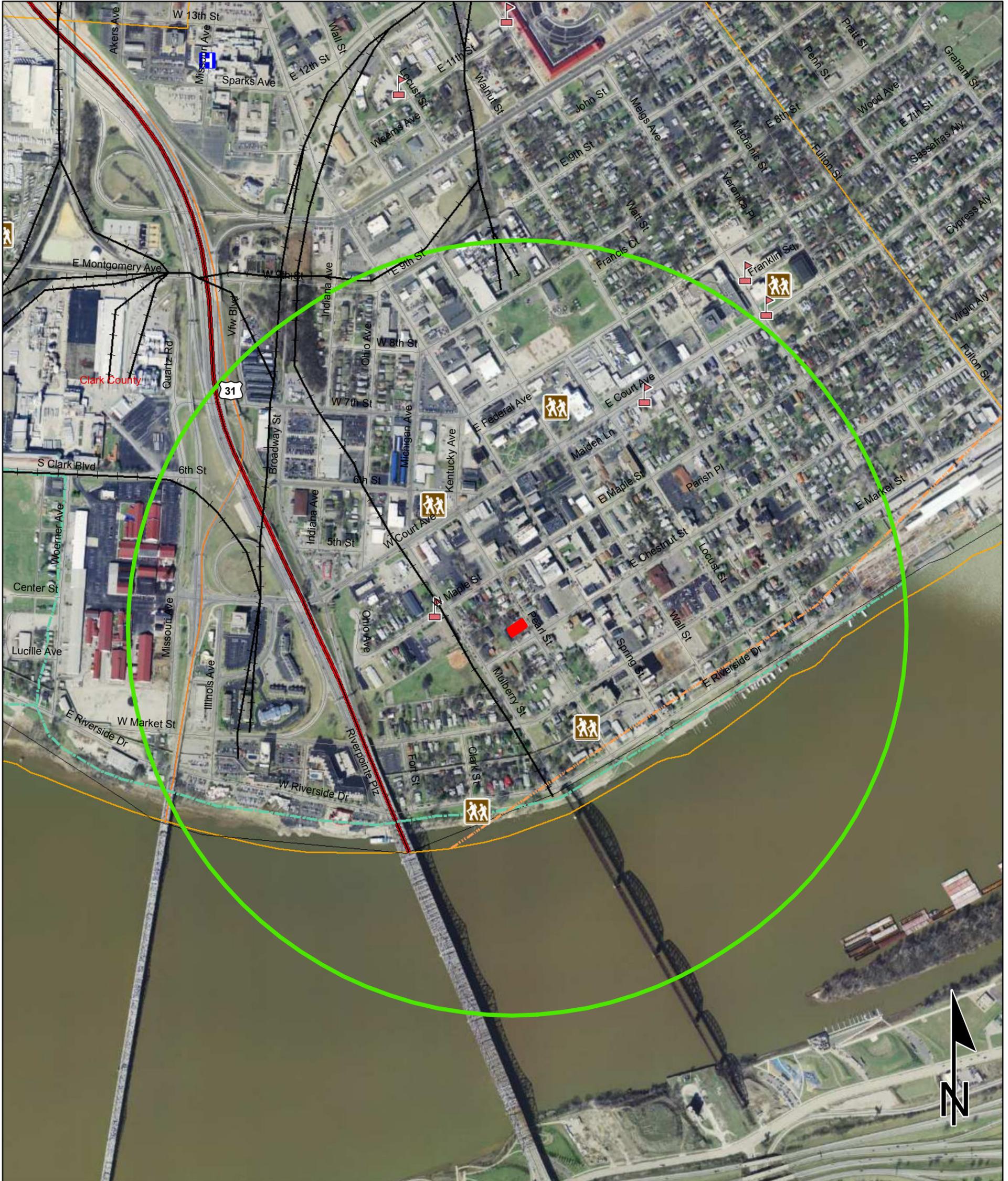


Sources:
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N Map Datum: NAD83

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

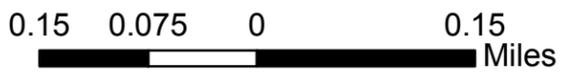
JEFFERSONVILLE
QUADRANGLE
INDIANA
7.5 MINUTE SERIES

Red Flag Investigation - Infrastructure Parcel Relocation 407 & 409 Pearl Street Des. No. 0300798, Seymour District Clark County, Indiana



Sources:
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Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
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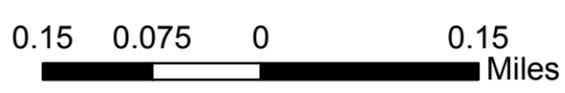
	Religious Facility		Recreation Facility		Project Area
	Airport		Pipeline		Half Mile Radius
	Cemeteries		Railroad		Interstate
	Hospital		Trails		State Route
	School		Managed Lands		US Route
			County Boundary		Local Road

Red Flag Investigation - Water Resources Parcel Relocation 407 & 409 Pearl Street Des. No. 0300798, Seymour District Clark County, Indiana



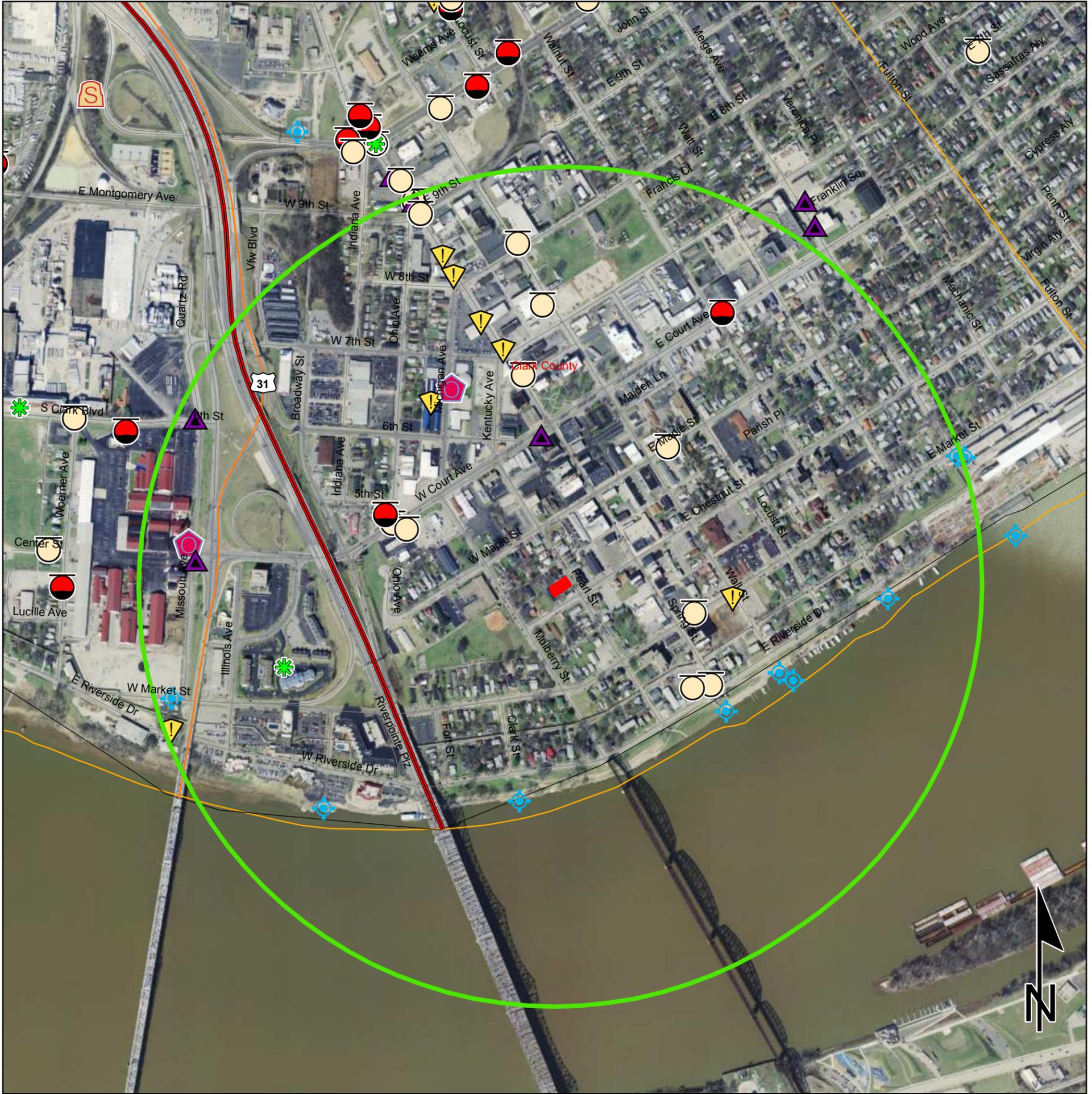
Sources:
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Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N **Map Datum:** NAD83

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

Red Flag Investigation - HazMat Concerns Parcel Relocation 407 & 409 Pearl Street Des. No. 0300798, Seymour District Clark County, Indiana



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



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Indiana County Endangered, Threatened and Rare Species List

County: Clark

Species Name	Common Name	FED	STATE	GRANK	SRANK
Platyhelminthes (Flatworms)					
Sphalloplana weingartneri	Weingartner's Cave Flatworm		WL	G4	S4
Diplopoda					
Pseudotremia nefanda	Clark Cave Millepede		SE	G3G4	S2
Dipluran					
Campodea plusiochaeta	A Dipluran		SE	GNR	S1
Crustacean: Malacostraca					
Crangonyx packardi	Packard's Cave Amphipod		WL	G4	S4
Gammarus bousfieldi	Bousfield's spring amphipod		SE	G1	S1
Stygobromus mackini	Mackin's cave amphipod		SE	G5	S1
Synurella dentata	Dentate amphipod		WL	GNR	S4
Mollusk: Bivalvia (Mussels)					
Fusconaia subrotunda	Longsolid		SE	G3	SX
Lampsilis fasciola	Wavyrayed Lampmussel		SSC	G5	S3
Potamilus capax	Fat Pocketbook	LE	SE	G1G2	S1
Villosa lienosa	Little Spectaclecase		SSC	G5	S3
Mollusk: Gastropoda					
Fontigens cryptica	Hidden Springs Snail		SE	G1	S1
Ellipluran: Collembola					
Pseudosinella fonsa	Fountain Cave Springtail		ST	G3G4	S2
Sinella alata	Springtail		WL	G5	S4
Sinella cavernarum	A Springtail		WL	G5	S4
Insect: Coleoptera (Beetles)					
Aleochara lucifuga	Rove beetle		WL	GNR	S4
Atheta annexa	Rove beetle		WL	G4	S4
Batrisodes krekeri	Krekeler's cave ant beetle		SE	G1	S1
Dryobius sexnotatus	Six-banded Longhorn Beetle		ST	GNR	SNR
Pseudanophthalmus barri	Cave Beetle		SE	G1G2	S1
Insect: Lepidoptera (Butterflies & Moths)					
Artogeia virginienis	West Virginia White		SR	G3G4	S3
Celastrina nigra	Sooty Azure		ST	G4	S2
Arachnida					
Dolomedes scriptus	Lined Nursery Web Spider			GNR	S1?
Dolomedes vittatus	Nursery Web Spider			GNR	S1
Fish					
Acipenser fulvescens	Lake Sturgeon		SE	G3G4	S1
Etheostoma variatum	Variagate Darter		SE	G5	S1
Amphibian					
Acris crepitans blanchardi	Northern Cricket Frog		SSC	G5	S4

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Indiana County Endangered, Threatened and Rare Species List

County: Clark

Species Name	Common Name	FED	STATE	GRANK	SRANK
Cryptobranchus alleganiensis alleganiensis	Eastern Hellbender		SE	G3G4T3T4	S1
Reptile					
Clonophis kirtlandii	Kirtland's Snake		SE	G2	S2
Crotalus horridus	Timber Rattlesnake		SE	G4	S2
Opheodrys aestivus	Rough Green Snake		SSC	G5	S3
Tantilla coronata	Southeastern Crowned Snake		SE	G5	S1
Terrapene carolina carolina	Eastern Box Turtle		SSC	G5T5	S3
Bird					
Ammodramus henslowii	Henslow's Sparrow		SE	G4	S3B
Dendroica cerulea	Cerulean Warbler		SE	G4	S3B
Helmitheros vermivorus	Worm-eating Warbler		SSC	G5	S3B
Lanius ludovicianus	Loggerhead Shrike	No Status	SE	G4	S3B
Nycticorax nycticorax	Black-crowned Night-heron		SE	G5	S1B
Tyto alba	Barn Owl		SE	G5	S2
Mammal					
Lynx rufus	Bobcat	No Status	SSC	G5	S1
Mustela nivalis	Least Weasel		SSC	G5	S2?
Myotis grisescens	Gray Bat	LE	SE	G3	S1
Myotis sodalis	Indiana Bat or Social Myotis	LE	SE	G2	S1
Taxidea taxus	American Badger		SSC	G5	S2
Vascular Plant					
Acalypha deamii	Mercury		SR	G4?	S2
Asclepias viridis	Green Milkweed		SE	G4G5	S1
Asplenium resiliens	Black-stem Spleenwort		SE	G5	S1
Asplenium ruta-muraria	Wallrue Spleenwort		SR	G5	S2
Aster schreberi	Schreber Aster		SE	G4	S1
Azolla caroliniana	Carolina Mosquito-fern		ST	G5	S2
Calamagrostis porteri ssp. insperata	Reed Bent Grass		ST	G4T3	S1
Carex eburnea	Ebony Sedge		SR	G5	S2
Carex straminea	Straw Sedge		ST	G5	S2
Chaerophyllum procumbens var. shortii	Wild Chervil		ST	G5T3T4Q	S1
Cirsium carolinianum	Carolina Thistle		SR	G5	S2
Cuscuta indecora	Pretty Dodder		SE	G5	S1
Eleocharis bifida			SE	G3G4	S1
Euphorbia obtusata	Bluntleaf Spurge		SE	G5	S1
Gonolobus obliquus	Angle Pod		SR	G4?	S2
Heliotropium tenellum	Slender Heliotrope		ST	G5	S2
Hexalectris spicata	Crested Coralroot		SR	G5	S2
Hottonia inflata	Featherfoil		ST	G4	S2
Iresine rhizomatosa	Eastern Bloodleaf		SR	G5	S2

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Indiana County Endangered, Threatened and Rare Species List

County: Clark

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Isoetes engelmannii	Appalachian Quillwort		SE	G4	S1
Lathyrus venosus	Smooth Veiny Pea		ST	G5	S2
Leavenworthia uniflora	Michaux Leavenworthia		SE	G4	S1
Lechea racemulosa	Illinois Pinweed		SE	G5	S1
Linum sulcatum	Grooved Yellow Flax		SR	G5	S2
Ludwigia decurrens	Primrose Willow		WL	G5	S2
Magnolia acuminata	Cucumber Magnolia		SE	G5	S1
Melica nitens	Three-flower Melic Grass		ST	G5	S2
Melothria pendula	Creeping Cucumber		SE	G5?	S1
Ophioglossum engelmannii	Limestone Adder's-tongue		SR	G5	S2
Oxalis illinoensis	Illinois Woodsorrel		WL	G4Q	S2
Panicum bicknellii	A Panic-grass		SE	G4?Q	S1
Passiflora incarnata	Purple Passion-flower		SR	G5	S2
Penstemon deamii	Deam Beardtongue		SR	G1	S1
Phlox amplifolia	Large-leaved Phlox		SR	G3G5	S2
Polypodium polypodioides	Resurrection Fern		SR	G5	S2
Rhexia mariana var. mariana	Maryland Meadow Beauty		ST	G5T5	S1
Rubus centralis	Illinois Blackberry		SE	G2?Q	S1
Satureja glabella var. angustifolia	Calamint		SE	G5	S1
Scutellaria parvula var. australis	Southern Skullcap		WL	G4T4?	S2
Sedum telephioides	Allegheny Stonecrop		SR	G4	S2
Solidago squarrosa	Stout-ragged Goldenrod		SE	G4?	S1
Spiranthes magnicamporum	Great Plains Ladies'-tresses		SE	G4	S1
Stachys clingmanii	Clingman Hedge-nettle		SE	G2	S1
Strophostyles leiosperma	Slick-seed Wild-bean		ST	G5	S2
Sullivantia sullivantii	Sullivantia		ST	G4	S2
Thalictrum pubescens	Tall Meadowrue		ST	G5	S2
Tragia cordata	Heart-leaved Noseburn		WL	G4	S2
Trifolium reflexum var. glabrum	Buffalo Clover		SE	G5T2T4Q	S1
Trifolium stoloniferum	Running Buffalo Clover	LE	SE	G3	S1
Viburnum molle	Softleaf Arrow-wood		SR	G5	S2
Viola hirsutula	Southern Wood Violet		SX	G4	SX
Wisteria macrostachya	Kentucky Wisteria		SR	G5	S2
High Quality Natural Community					
Barrens - bedrock limestone	Limestone Glade		SG	G4	S2S3
Barrens - bedrock siltstone	Siltstone Glade		SG	G2	S2
Forest - upland dry	Dry Upland Forest		SG	G4	S4
Forest - upland dry-mesic	Dry-mesic Upland Forest		SG	G4	S4
Forest - upland mesic	Mesic Upland Forest		SG	G3?	S3

Other

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County: Clark

Species Name	Common Name	FED	STATE	GRANK	SRANK
Geomorphic - Nonglacial Erosional Feature - Water Fall and Cascade	Water Fall and Cascade			GNR	SNR

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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: _____