

# Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated **July 31, 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 **INDOT Code 3097 – 4, US 231, Chrisney, IN, Spencer 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 property is “**Landlocked**”, Buyer is responsible for gaining legal access to the property.
- 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.

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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:**

\_\_\_\_\_  
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: NH-075-3(015)

Sheet 1 of 1

Code: 3097

Parcel: 4, Excess Land

Form \_\_\_\_\_

*A part of the Northwest Quarter of the Southwest Quarter of Section 7, Township 6 South, Range 5 West, Spencer County, Indiana, and being All that portion of Parcel 4, Indiana Department of Transportation L.A. Code 3097 (Instrument Numbers 2004R-01178 & 2004R-01179), that lies outside of the Limited Access Right-of-Way Lines as shown on the attached Parcel Plat marked Exhibit "B, described as follows:* Commencing at the southwest corner of said quarter-quarter section, said point being designated as point "4037" on said Parcel Plat; thence along the west line of said section, North 00 degrees 23 minutes 16 seconds East, a distance of 172.684 meters (566.55 feet); thence South 88 degrees 00 minutes 33 seconds East, a distance of 21.156 meters (69.41 feet) (69.26 feet by Book 202, page 12) to the northwest corner of Book 202, page 12; thence along the southwestern line of Book 202, page 12, South 25 degrees 23 minutes 32 seconds East, a distance of 82.439 meters (270.47 feet) to a point on the line formed between points "4764" and "4767" on said Parcel Plat, said point being the POINT OF BEGINNING; thence along the line formed between points "4764" and "4767", North 24 degrees 11 minutes 07 seconds East, a distance of 46.043 meters (151.06 feet) to the northeastern line of Book 202, page 12; thence along said northeastern line, South 25 degrees 23 minutes 32 seconds East, a distance of 72.719 meters (238.58 feet) to the southeast corner of Book 202, page 12; thence along the southeastern line of Book 202, page 12, South 64 degrees 36 minutes 28 seconds West, a distance of 35.052 meters (115.00 feet) to the southwest corner of Book 202, page 12; thence along the southwestern line of Book 202, page 12, North 25 degrees 23 minutes 32 seconds West, a distance of 42.864 meters (140.63 feet) to the POINT OF BEGINNING; said described tract containing 0.2026 hectares (0.501 acres), more or less.

[This description is subject to any and all easements, rights of way, covenants, or restrictions; recorded or observable. Also, subject to the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as U.S.R. 231 and Project NH-075-3(15)) to and from the above described abutting lands; in particularly, the 46.043 meter (151.06 feet) course described above. This restriction shall be a covenant running with the land and shall be binding upon all successors in title to the said abutting lands.]



*This description was prepared for the Indiana Department of Transportation by Richard Paul Croix Hodges, Indiana RLS # 20400026, this 7<sup>th</sup> day of May, 2010.*

  
Richard Paul Croix Hodges, 05/07/2010

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







**PHASE I**  
**ENVIRONMENTAL SITE ASSESSMENT**

Excess Parcel # 4,  
0.5 Acre Excess Parcel  
Township 4 S, Range 5 W, Section 33  
Adjacent to East Side of New US 231 Right Of Way  
1,000 feet north of SR 70  
Southeast of Chrisney, Spencer County, IN

**Prepared for**

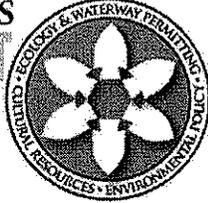
Wayne Dittelberger  
Vincennes District

**Prepared by**

**Hazardous Materials Unit**  
**Office of Environmental Services**  
**Indiana Department of Transportation**

09/29/10

Office of  
ENVIRONMENTAL  
SERVICES  
INDOT



9/29/2010

Vincennes District

**Attention:** Wayne Dittelberger

**Re: Phase I Environmental Site Assessment Report**

Excess property. Parcel # 4, 0.5 acre on east side of New US 231, 1,000 feet north of SR 70, Spencer County.

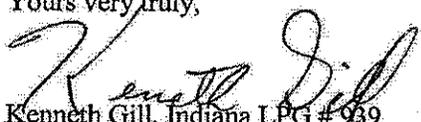
INDOT's Hazardous Materials Unit is pleased to submit our report describing the findings of the Phase I Environmental Site Assessment of an INDOT 0.5 acre excess parcel. The parcel is located on the east side of the New US 231 right of way, 1,000 feet north of the intersection of New US 231 and SR 70, in Spencer County. This assessment was prepared in general accordance with the American Society of Testing and Materials (ASTM) Standard Practices for Environmental Site Assessments: Phase I ESA Process (ASTM Designation: E1527-2000).

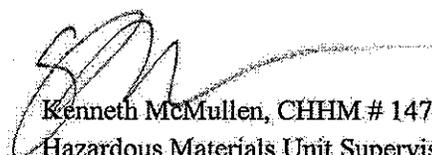
The purpose of the Phase I ESA was to gather sufficient information to render an independent professional opinion about the environmental condition of the property. This assessment included a site reconnaissance as well as research.

This Phase I Environmental Assessment deviates somewhat from a standard Phase I Environmental Assessment in that it is abbreviated in some areas. This is a rural area, mostly used for agricultural. The parcel is landlocked, with no publically available access. Therefore it is justified that a highly detailed investigation into historical land use of the parcel and of adjacent areas is not included in this report. A search *has been conducted* of the Indiana Department of Environmental Management maps, and relevant Contaminant map layers for a one mile search from the subject property. No recognized environmental conditions of any kind were found.

If you have any questions or require further clarification of the report findings, please contact the undersigned at your convenience. Thank you for the opportunity to be of service to Vincennes District.

Yours very truly,

  
Kenneth Gill, Indiana LPG # 939  
INDOT Environmental Project Manager

  
Kenneth McMullen, CHHM # 14768  
Hazardous Materials Unit Supervisor

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## EXECUTIVE SUMMARY

Vincennes District engaged INDOT's Hazardous Materials Unit to conduct a Phase I Environmental Site Assessment (ESA) of the 0.5 acre Parcel # 4, located on the east side of NEW US 231 right of way, 1,000 feet north of SR 70, in Spencer County. This property is located one mile southeast of Chrisney Indiana, and is subsequently referred to in this report as "the subject property". This assessment was prepared in general accordance with the American Society of Testing and Materials (ASTM) Standard Practices for Environmental Site Assessments: Phase I ESA Process (ASTM Designation: E1527-2000).

The purpose of the Phase I ESA was to identify any potential sources of environmental risk or liability on the subject property. This assessment included a site reconnaissance as well as research.

The subject property consists of an excess parcel that was obtained by INDOT for the construction of new US 231. The current land use of the subject property is vacant mostly grassy field. No buildings or structures were present on the subject property at the time of the field reconnaissance.

Based on the information gathered and on observations made during this investigation, the Phase I Environmental Site Assessment has identified no on-site environmental conditions associated with the subject property.

Based on the information gathered and on observations made during this investigation, the Phase I Environmental Site Assessment has identified no off-site environmental conditions associated with the subject property.

A Phase I Environmental Site Assessment in conformance with the scope of work and ASTM Practice E 1527-2000 was performed on the subject property. This assessment identified no evidence of any recognized environmental conditions associated with the subject property.

Based on the results of the Phase I Environmental Site Assessment of the subject property, no further investigation, i.e. Phase II Investigation, is recommended at this time.

## **1.0 INTRODUCTION**

Vincennes District engaged INDOT's Hazardous Materials Unit to conduct a Phase I Environmental Site Assessment (ESA) of the INDOT excess the 0.5 acre Parcel # 4, located on the east side of NEW US 231 right of way, 1,000 feet north of SR 70, in Spencer County. Parcel # 1 is subsequently referred to in this report as "the subject property". This assessment was prepared in general accordance with the American Society of Testing and Materials (ASTM) Standard Practices for Environmental Site Assessments: Phase I ESA Process (ASTM Designation: E1527-2000).

### **1.1 Purpose**

The purpose of the Phase I ESA was to identify any potential sources of environmental risk or liability on the subject property. This assessment included a site reconnaissance as well as research and interviews with representatives of the public, property management, and regulatory agencies.

### **1.2 Scope of Services**

The scope of work for this assessment was in general accordance with the American Society of Testing and Materials (ASTM) Standard Practices for Environmental Site Assessments: Phase I ESA Process (ASTM Designation: E1527-2000). These methodologies are described as representing good commercial and customary practice for conducting an ESA of a property for the purpose of identifying recognized environmental conditions.

### **1.3 Significant Assumptions**

While this report provides an overview of potential environmental concerns, both past and present, the environmental assessment is limited by the availability of information at the time of the assessment. It is possible that unreported disposal of waste or illegal activities impairing the environmental status of the property may have occurred which could not be identified. The conclusions and recommendations regarding environmental conditions that are presented in this report are based on a scope of work authorized by the Client. Note, however, that virtually no scope of work, no matter how exhaustive, can identify all contaminants or all conditions above and below ground.

### **1.4 Limitations and Exceptions**

The report has been prepared in accordance with generally accepted environmental methodologies referred to in ASTM 1527-2000, and contains all of the limitations inherent in these methodologies. No other warranties, expressed or implied, are made as to the professional services provided under the terms of our contract and included in this report.

The conclusions of this report are based in part, on the information provided by others. The possibility remains that unexpected environmental conditions may be encountered at the site in locations not specifically investigated. Should such an event occur, INDOT's Hazardous Materials Unit must be notified in order that we may determine if modifications to our conclusions are necessary.

The services performed and outlined in this report were based, in part, upon visual observations of the site and attendant structures. Our opinion cannot be extended to portions of the site that were unavailable for direct observation, reasonably beyond the control of INDOT's Hazardous Materials Unit.

The objective of this report was to assess environmental conditions at the site, within the context of our contract and existing environmental regulations within the applicable jurisdiction. Evaluating compliance of past or future owners with applicable local, provincial and federal government laws and regulations was not included in our contract for services.

Our observations relating to the condition of environmental media at the site are described in this report. It should be noted that compounds or materials other than those described could be present in the site environment.

## **1.5 User Reliance**

This report may be distributed and relied upon by INDOT, its successors and assigns. Reliance on the information and conclusions in this report by any other person or entity is not authorized without the written consent of INDOT's Hazardous Materials Unit.

## **2.0 SITE DESCRIPTION**

### **2.1 Location and Legal Description**

The subject property, Parcel # 4, is located adjacent to the east side right of way on new US 231, 1,000 feet north of SR 70, one mile southeast of Chrisney, in Spencer County Indiana. This is a remnant of a parcel that was acquired by INDOT for the construction of new US 231. At the time of the site visit, this section of US 231 was not completed. The area adjacent to the parcel was not yet paved, although the roadbed was mostly established. The excess parcel is approximately 0.5 acres in size and irregular in shape.

The legal description of the subject property is a vacant undeveloped grassy field, surrounded by wooded land. The property is adjacent to new US 231.

The land use in the area is transportation (new US 231), agricultural, and wooded. There is minor residential use nearby

### **2.2 Current Property Use**

The subject property is currently used for:

Vacant, undeveloped, grassy cleaning, with nearby pond.

### **2.3 Structures and Improvements**

No buildings or structures were present on the subject property.

## 2.4 Adjoining Property Use

The current adjoining property uses are:

<b>North:</b>	Wooded, undeveloped
<b>South:</b>	Wooded, undeveloped
<b>East:</b>	Wooded, undeveloped
<b>West:</b>	Highway, new US 231

The following recognized environmental concerns (RECs) were noted from a visual inspection of the adjoining properties:

<b>North:</b>	None
<b>South:</b>	None
<b>East:</b>	None
<b>West:</b>	None

## 3.0 USER PROVIDED INFORMATION

### 3.1 Title Records

A review of the chain-of-title information was not part of the scope of work for this assessment.

### 3.2 Environmental Liens or Activity and Use Limitations

No environmental liens were reported.

### 3.3 Specialized Knowledge

No specialized knowledge of RECs or other potential environmental concerns were reported.

No property valuation reduction relating to environmental concerns was reported.

### 3.4 Owner, Property Manager and Occupant

The subject property is currently owned by The State of Indiana. The parcel was obtained by INDOT for use in the construction of new US 231. This is a remnant of the original parcel, and has been declared excess, and will be disposed of

### 3.5 Reason for Performing Phase 1 ESA

The Phase 1 ESA was prepared by OES. This Phase 1 ESA was requested for the following reason:

- A Phase I Environmental Assessment is required before the INDOT parcel can be disposed of.

### 3.6 Prior Environmental Reports

No prior environmental reports were identified for the subject property.

### 3.7 Other

No other information was provided by the user.

## 4.0 RECORDS REVIEW

### 4.1 Historical Use Information

Historical use formation describing the subject property was obtained from a variety of sources as discussed below. This information is summarized in the table below.

Period/Date	Land Use	Source of Information
1940, 1950, 1955, 1960, 1966, 1974	Highway air photos in these years indicate parcel is undeveloped, mostly wooded.	Indiana Geological Survey Indiana Historical Aerial Photography Index
Chrisney USGS Topo 1960. Photorevised 1988	1988 photorevised map indicates buildings on and near parcel. The buildings were not present on the 1960 topo map. The buildings are not present at the present time.	U.S.G.S. Topographical Maps, portions of Chrisney and Rockport Quadrangles

#### 4.1.1 City Directories

No City directories were reviewed as the subject property is a rural area. City Directories are not prepared for rural areas. .

#### 4.1.2 Aerial Photographs

Historical aerial photographs dating back to the 1930s are often available from local and federal government sources. Aerial photographs of the subject and adjoining properties were reviewed for indications of previous uses. The results of this review are summarized below.

Year	Scale	Description
1940	1:27918	Ind Geological Survey Historical Aerial Photographs; poor quality
1950	1:20563	Ind Geological Survey Historical Aerial Photographs; poor quality
1955	1:20560	Ind Geological Survey Historical Aerial Photographs; poor quality
1960	1:23813	Ind Geological Survey Historical Aerial Photographs; poor quality
1966	1:23560	Ind Geological Survey Historical Aerial Photographs; fair quality
1974	1:23110	Ind Geological Survey Historical Aerial Photographs; good quality

### **4.1.3 Fire Insurance Maps**

Fire insurance maps are used to determine fire hazards and were produced for most urban areas since the late 1800s. This is not an urban area, and Sanborn maps have never been produced for this area.

### **4.1.4 Additional Historical Use Sources**

No additional historical use sources were identified.

### **4.1.5 Historical Use of Adjoining Properties**

Aerial photographs as far back as 1940 were reviewed, and topographical maps going back as far as 1960 were reviewed. The historical uses of the property and of the adjoining properties have been agriculture and hardwood forest. There is no indication of any development that would create an environmental risk. This section has been abbreviated in that highly detailed research into the historical use of adjoining properties was not conducted. A search of IDEM's contaminant layer maps was conducted, and no contaminants of any type (gas stations, landfills, special cleanups) were not identified within a one mile distance of the property.

## **4.2 Standard Environmental Records**

A search of available federal and state environmental records was obtained from IDEM, EPA, US Coast Guard sources. A copy of this search is provided in Appendix B. The provided search reports meets or exceeds the regulatory records search requirements of ASTM E1527-2000.

Due to discrepancies in the location of some facilities in the databases arising from incorrect or incomplete addresses some facilities may be listed as unmappable. No unmappable facilities were observed to be within the ASTM minimum search distance of the subject property.

A review of the regulatory information from this database search for possible recognized environmental conditions (RECs) within the ASTM minimum search distance is provided in the Federal and State sections below.

### **4.2.1 Federal Environmental Records**

#### **National Priorities List**

The federal Environmental Protection Agency (EPA) maintains the National Priorities List of uncontrolled or abandoned hazardous waste sites identified for priority remedial actions under the Superfund Program.

A review of the NPL List indicates that there are no NPL facilities on the subject property.

A review of the NPL List indicates that there are no NPL facilities on the adjoining properties within the minimum search distance

#### **CERCLIS LIST**

The Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) list is maintained by the EPA and contains sites that have been investigated or are currently being investigated for possible inclusion on the NPL.

A review of the CERCLIS List indicates that there are no CERCLIS facilities on the subject property.

#### **RCRA CORRACTS TSD Facilities List**

The EPA maintains a database of the Treatment, Storage and Disposal (TSD) of hazardous waste from reporting facilities under the Resource Conservation and Recovery Act (RCRA). The CORRACTS database is the EPA's list of TSD facilities subject to corrective action.

A review of the RCRA CORRACTS TSD List indicates that there are no RCRA CORRACTS TSD facilities on the subject property.

#### **RCRA Non-CORRACTS TSD Facilities List**

The Non-CORRACTS database is the EPA's list of TSD facilities that are not currently subject to corrective action.

A review of the RCRA TSD List indicates that there are no RCRA TSD facilities on the subject property.

A review of the RCRA TSD List indicates that there are no RCRA TSD facilities on the adjoining properties within the minimum search distance

#### **RCRA Generator List**

The EPA maintains a list of all regulated generators of hazardous waste as defined by RCRA.

A review of the RCRA Generator List indicates that there are no RCRA Generator facilities on the subject property.

A review of the RCRA Generator List indicates that there are no RCRA Generator facilities on the adjoining properties or within the minimum search distance

### **ERNS List**

The Emergency Response Notification System (ERNS) is a national database used to collect information or reported release of oil or hazardous substances.

A review of the ERNS List indicates that there are no ERNS sites on the subject property.

A review of the ERNS List indicates that there are no ERNS sites on the adjoining properties within the minimum search distance.

## **4.2.2 State Environmental Records**

### **State Priorities List**

The State Priority List (SPL) contains sites that have been ranked to receive funding for remedial actions and/or investigation under the Hazardous Substance Remedial Action Trust Fund.

A review of the SPL List indicates that there are no SPL facilities on the subject property.

A review of the SPL List indicates that there are no SPL facilities on the adjoining properties within the minimum search distance.

### **CERCLIS List**

The state maintains a list of facilities that are considered state-equivalent CERCLIS sites.

A review of the state CERCLIS List indicates that there are no state CERCLIS facilities on the subject property.

A review of the state CERCLIS List indicates that there are no state CERCLIS facilities on the adjoining properties within the minimum search distance.

### **SWLF List**

Each state maintains a list of facilities permitted as solid waste landfills, incinerators or transfer stations.

A review of the SWLF List indicates that there are no SWLFs on the subject property.

A review of the SWLF List indicates that there are no SWLFs on the adjoining properties within the minimum search distance.

### **LUST List**

A map and environmental files of reported leaking underground storage tanks (LUST) is maintained by IDEM. A review of the state LUST List indicates that there are no LUST sites on the subject property.

A review of the state LUST List indicates that there are no LUST sites on adjoining properties or on sites within the minimum search distance.

## **UST List**

The state IDEM maintains a list of registered underground storage tanks.

A review of the state UST List indicates that there are no UST locations on the subject property.

A review of the state UST List indicates that there are no UST sites on adjoining sites or on sites within the minimum search distance.

## **4.2.3 Local Environmental Records**

### **County Recorder**

The county recorder/assessor's office was not contacted regarding the presence of recorded environmental liens or easements for the subject property.

INDOT already owns the subject property.

### **Fire Department**

The Fire Department was not contacted regarding this undeveloped site.

### **Building Department**

No buildings exist.

### **Other Agencies**

No other agencies were contacted or were reviewed in the preparation of this report.

## **4.3 Physical Setting**

### **4.3.1 Topography**

The United States Geological Survey (USGS) Chrisney Quadrangle Map was reviewed. According to this map the average elevation of the subject property fluctuates from 430 to 500 feet above Mean Sea Level. The terrain is steeply sloping. The property is some 70 feet below the new US 231 roadway. The physical setting is rural area with fairly steep hilly terrain.

### **4.3.2 Regional Geology.**

The subject property is located in the Booneville Hills physiographic province. Bedrock is typically of the Pennsylvanian system, according to the Indiana Geological Society. This unit is characterized as consisting of limestone and minor amounts of dolomite and shale.

### **4.3.3 Soil Survey**

The United States Department of Agriculture (USDA) "Soil Survey of Spencer County, Indiana", April 1973, depicts the soils on the parcel as Wellston (WeE2). The properties of this soil are moderate permeability, moderate frost heaving, and medium compressibility.

### **4.3.4 Hydrogeology**

Based upon a review of local topography and physiographic information, and the presence of a pond on an adjacent property, groundwater is estimated to be at a depth of 5 feet bgs. The regional bedrock dip direction in this area is to the west, off the axis of the Cincinnati Arch.

The nearest flowing surface water to the subject property flows to the northwest.

### **4.3.6 Wetland Information**

The United States Fish and Wildlife wetland inventory was reviewed to determine if the subject property contained any identified wetland areas. According to this map the subject property does not contain any identified wetland areas. There is a pond present just north of the property.

### **4.3.7 Other**

No other physical setting data was reviewed.

## **5.0 SITE RECONNAISSANCE**

The subject property was inspected by Kenneth Gill, INDOT Project Manager, on 9/16/2010. The inspection was performed on a Clear Sunny day.

All areas of the subject property were accessible at the time of the inspection.

During the inspection an exterior inspection of the buildings, if present, was performed. The exterior of adjoining properties was visually evaluated for any recognized environmental concerns (RECs).

## **5.1 General Property Conditions**

### **5.1.1 Building Heating and Cooling**

There are no heated buildings on the subject property.

There are no air-conditioned buildings on the subject property.

### **5.1.2 Solid Waste Disposal**

There is no solid waste generated on the property.

### **5.1.3 Process Wastewater Disposal**

Process wastewater is not generated at the subject property or on adjacent parcels.

### **5.1.4 Sewage Discharge**

There are no sewage generators in this area.

### **5.1.5 Surface Water Drainage**

Surface water flows through natural topographical drainage.

### **5.1.6 Wells and Cisterns**

No wells were observed on the subject property.

There are no cisterns located on the subject property.

### **5.1.7 Additional Property Conditions**

No additional property conditions were observed.

## **5.2 Environmental Conditions**

### **5.2.1 Hazardous Material Storage, Use and Handling**

No hazardous materials were observed to be stored or used on the subject property.

No petroleum products were observed to be stored or used on the subject property.

No drums or containers of regulated substances were observed on the subject property.

No hazardous waste was observed to be generated, stored or disposed at the subject property.

No bio-hazardous waste was observed on the subject property.

### **5.2.2 Spill and Stain Areas**

No areas of stained soil greater than de minimus (10 sq. ft.) were observed on the subject property.

No areas of stained pavement greater than de minimus (10 sq. ft.) were observed on the subject property.

No areas of stressed vegetation greater than de minimus (10 sq. ft.) were observed on the subject property.

### **5.2.3 Polychlorinated Biphenyls (PCBs)**

The past use of PCBs in electrical equipment such as transformers, fluorescent lamp ballasts, and capacitors was common. PCBs in electrical equipment are controlled by United States EPA regulation 40 CFR, Part 761. According to this regulation there are three categories for classifying electrical equipment; less than 50 ppm of PCBs is considered "Non-PCB"; between 50 and 500 ppm is considered "PCB-Contaminated"; and greater than 500 ppm is considered "PCB".

There are no electrical transformers or other equipment on the parcel or in adjacent areas.

### **5.2.4 Asbestos Containing Materials (ACMs)**

Potential friable asbestos-containing materials (ACMs) (pipe/boiler insulation and fireproofing) was in common use in construction, but usage generally ceased voluntarily in the mid-1970s. There are no buildings or structures on the property, and no ACM building materials.

### **5.2.5 Aboveground Storage Tanks (ASTs)**

Determining the presence of ASTs is considered essential in assessing potential contamination sources. Visual inspection and the review of tank registration records are used to determine the possible existence of past and present ASTs in the area of the subject property. It must be noted however, that the absence of certain site conditions or lack of records may restrict or prevent the determination of the number and contents of ASTs on the subject property.

No aboveground storage tanks were observed on the subject property.

### **5.2.6 Underground Storage Tanks (USTs)**

Determining the presence of USTs is considered essential in assessing potential contamination sources. Visual inspection and the review of tank registration records are used to determine the possible existence of past and present USTs in the area of the subject property. It must be noted however, that the absence of certain site conditions or lack of records may restrict or prevent the determination of the number and contents of USTs on the subject property.

No underground storage tanks were observed on the subject property.

### **5.2.7 Landfills**

No evidence of a landfill was observed or reported on the subject property.

There is no evidence of dumping activity on the subject property.

### **5.2.8 Pits, Sumps, Catch Basins and Lagoons**

No pits, ponds, or lagoons were observed on the subject property. One pond is present on a bordering property.

### **5.2.9 Radon**

Radon is an odorless, invisible gas that occurs naturally in soils. Natural radon levels vary and are closely related to geologic formations. It cannot be detected without specialized equipment. Radon may enter buildings through basement sumps or other openings.

The EPA has established the recommended safe radon level at 4 pCi/L. The EPA has prepared a map dividing the country into three Radon Zones; Zone 1 for those areas with the average predicted indoor radon concentration in residential dwellings exceeding the EPA Action limit of 4 pCi/L; Zone 2 for those areas where the average predicted radon level is between 2 and 4 pCi/L; and Zone 3 for those areas where the average predicted radon level is below 2 pCi/L.

According to the EPA Map of Radon Zones the subject property is in Zone 2 where the predicted radon levels vary between 2.0 pCi/L and 4.0 pCi/L. Generally in outdoor settings, radon does not accumulate. It usually only accumulates in indoor areas or areas where air flow is stagnant. Radon is not an issue at Parcel 4.

### **5.2.10 Lead**

There is no use of lead-based paint on the property or on adjacent properties.

### **5.2.11 Other Environmental Conditions**

No high-tension transmission lines or electrical substations which could generate significant electromagnetic frequencies were identified near the subject property.

There were no major sources of noise and vibration identified on or near the subject property.

## **6.0 INTERVIEWS**

No Interviews were conducted with individuals knowledgeable of the subject property. The subject property is currently State owned property, a remnant left over from the construction of new US 231 highway.

## **7.0 FINDINGS AND CONCLUSIONS**

No adverse environmental conditions were identified on or near the excess parcel. The parcel may be disposed of.

### **7.1 On-Site Environmental Concerns**

Based on the information gathered and on observations made during this investigation, the Phase I Environmental Site Assessment has identified no on-site environmental conditions associated with the subject property.

### **7.2 Off-Site Environmental Concerns**

Based on the information gathered and on observations made during this investigation, the Phase I Environmental Site Assessment has identified no off-site environmental conditions associated with the subject property.

### **7.3 Conclusions**

A Phase I Environmental Site Assessment in conformance with the scope of work and ASTM Practice E 1527-2000 was performed on the subject property. This assessment revealed no evidence of any recognized environmental conditions associated with the subject property.

## **8.0 RECOMMENDATIONS**

No environmental issues were identified on, adjacent to, or within a one mile search distance of the subject property. Based on the results of the Phase I Environmental Site Assessment of the subject property, no further environmental investigation is recommended at this time.

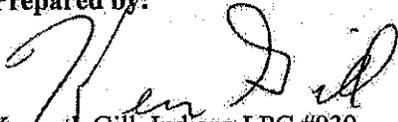
## 9.0 CLOSURE

This report has been prepared for the sole benefit of Vincennes District. The report may not be relied upon by any other person or entity without the express written consent of OES and Vincennes District.

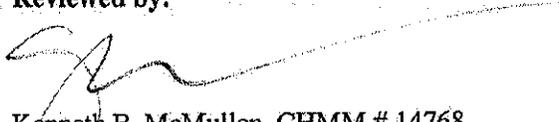
Except for the limitations and exceptions discussed in Section 1.4, this Phase I ESA complies with the scope of work and ASTM Standard 1527-2000.

Respectfully submitted,  
INDOT's Hazardous Materials Unit

Prepared by:

  
Kenneth Gill, Indiana LPG #939  
INDOT Project Manager

Reviewed by:

  
Kenneth B. McMullen, CHMM # 14768  
Hazardous Materials Unit Supervisor

## 10.0 REFERENCES

The following documents, maps, or other publications may have been used in the preparation of this report.

American Society for Testing and Materials (ASTM) 2000. Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E 1527-00). Philadelphia, PA, USA.

Federal Emergency Management Agency, National Flood Insurance Program, Flood Insurance Maps.

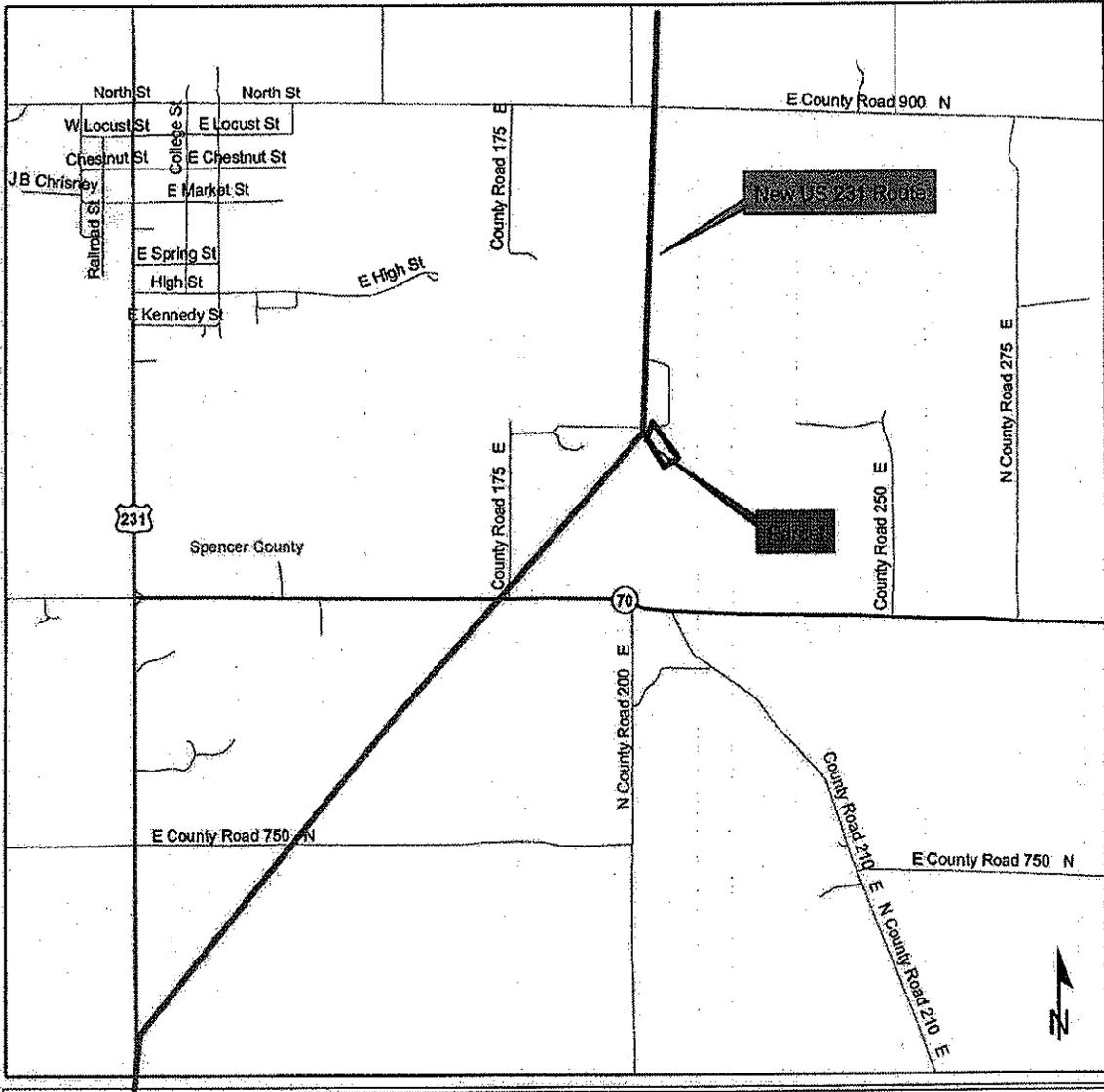
United States Department of Agriculture, Soil Conservation Service, Soil Surveys.

United States Geological Survey, Topographic Maps.

United States Department of the Interior, Fish and Wildlife Service, National Wetlands Inventory Map

# APPENDIX 1

## New US 231 Route & Parcel Location



	Community Right To Know Sites		Restricted Waste Site		Brownfield		Mile Buffer
	Underground Storage Tank		Open Dump Waste Site		Superfund		Interstate
	Leaking Underground Storage Tank		Corrective Action Sites		Hazardous Spill		State Route
	Voluntary Remediation Program		State Cleanup Site		Project Area		US Route
			Solid Waste Landfill		Half Mile Buffer		Local Road

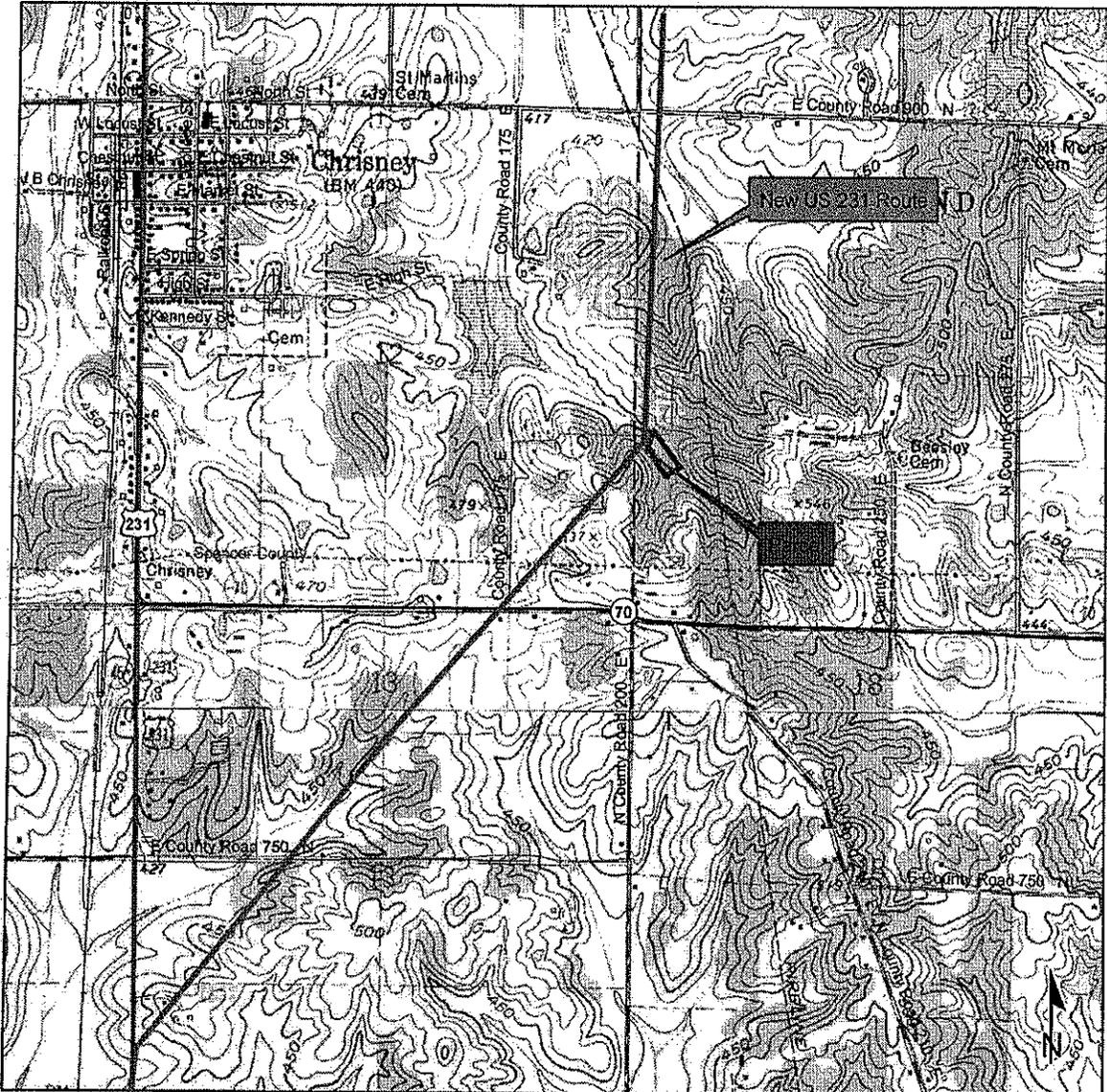
Sources: Non Orthophotography  
 Data - Obtained from the State of Indiana Geographical Information Office Library  
 Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)  
 Map Projection: UTM Zone 16N Map Datum: NAD83

Miles  
 0.4 0.2 0 0.4  
 Scale: 1:63,777

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

# APPENDIX 2

## Parcel 4 Location Topographical Map



	Community Right To Know Sites		Restricted Waste Site		Brownfield		Mile Buffer
	Underground Storage Tank		Open Dump Waste Site		Superfund		Interstate
	Leaking Underground Storage Tank		Corrective Action Sites		Hazardous Spill		State Route
	Voluntary Remediation Program		State Cleanup Site		Project Area		US Route
			Solid Waste Landfill		Half Mile Buffer		Local Road

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

0.4 0.2 0 0.4 Miles  
 Scale 1:18,377

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

# APPENDIX 3

## Parcel # 4, Aerial with Parcel Boundary



Community Right To Know Sites	Restricted Waste Site	Brownfield	Mile Buffer
Underground Storage Tank	Open Dump Waste Site	Superfund	Interstate
Leaking Underground Storage Tank	Corrective Action Sites	Hazardous Spill	State Route
Voluntary Remediation Program	State Cleanup Site	Project Area	US Route
	Solid Waste Landfill	Half Mile Buffer	Local Road

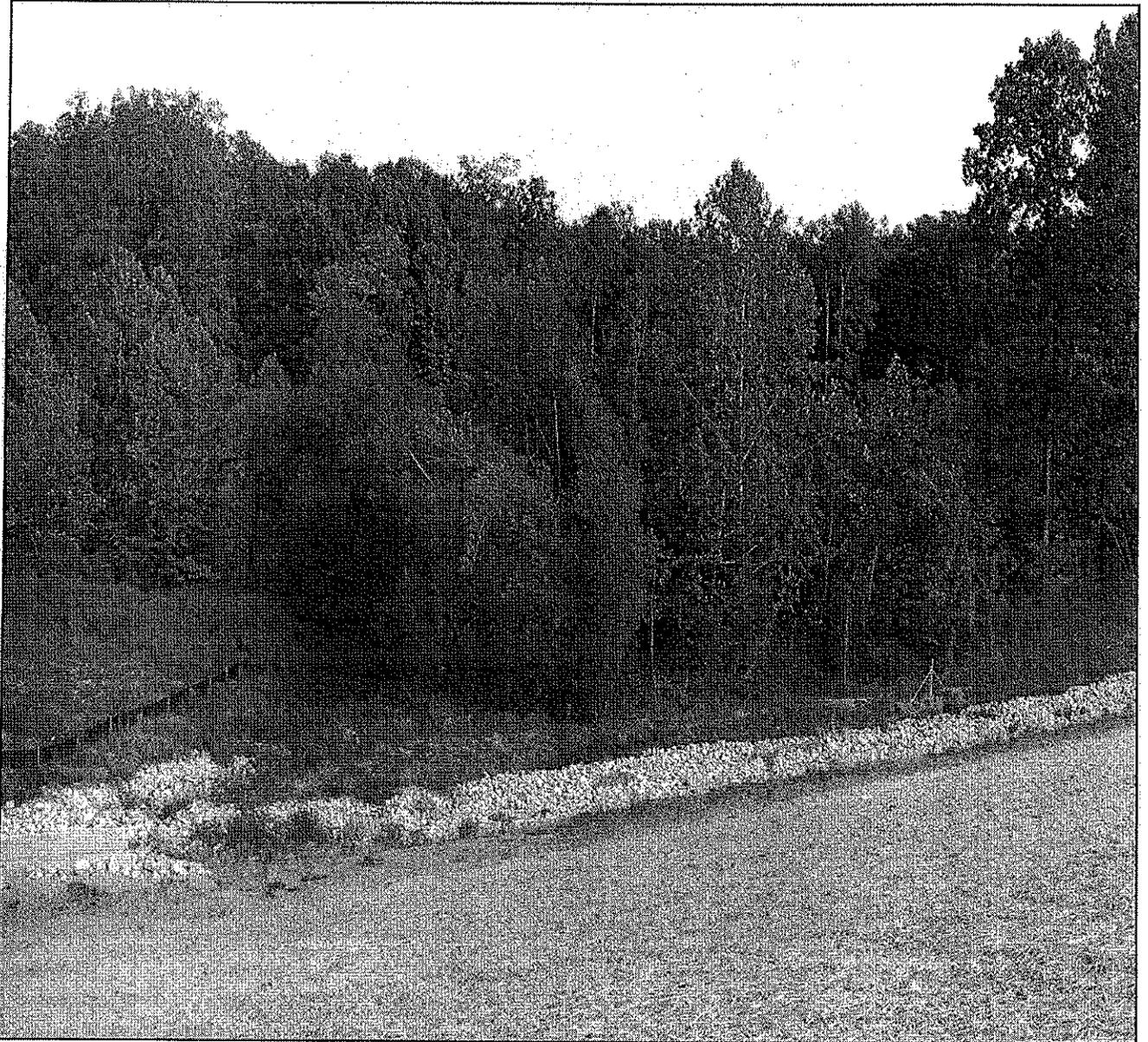
**Sources:** Non Orthophotography  
**Data:** - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography:** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
**Map Projection:** UTM Zone 18 N **Map Datum:** NAD83

Scale: 1:18,377

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

## APPENDIX 4

### SITE PHOTOGRAPHY



Site Photograph- Site is tree area. Foreground is steep embankment covered with brown straw with white rip-rap at bottom. Site is tree area. View is to east. New US 231 is not visible at top of straw covered embankment.

# APPENDIX 5

## QUALIFICATIONS

*Institute of Hazardous Materials Management*



Certifies that

*Kenneth B. McMullen*

has successfully met all requirements of education, experience and examination, and is hereby designated a

**Certified Hazardous Materials Manager**



August 2008  
Certified

14768  
Number

August 12, 2013  
Expiration Date

*John H. Frick*  
Executive Director

So long as this credential is renewed according to schedule and is not otherwise revoked.

**EXHIBIT E**

**Hold Harmless Affidavit**

STATE OF INDIANA        )  
  )SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

Comes now the Affiant(s), \_\_\_\_\_, and swear and affirm to the following:.

- 1) That the above Affiant(s) shall **hold harmless and indemnify** the State of Indiana and its agent Indiana Department of Transportation and accept the property transfer through Quit Claim Deed without any Warrants and receive property As-Is.

SUBSCRIBED AND SWORN TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ Affiant's printed name

\_\_\_\_\_ Affiant's signature

State of Indiana        )  
  )SS:  
County of \_\_\_\_\_ )

Subscribed and sworn to before me a Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ Notary Public

A Resident of \_\_\_\_\_ County Indiana  
My Commission expires: \_\_\_\_\_