

# Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated **February** \_\_\_\_, **2014**, 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 **Main Street & W State Road 28, Frankfort, IN, Clinton 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.

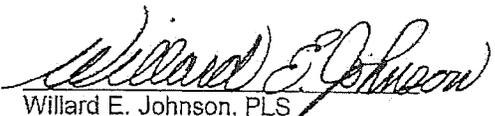
By \_\_\_\_\_  
For:

**EXHIBIT "A"**

Project: STP-106-3 (015)  
Code: 3860  
Parcel: 24A (Excess Land)

Sheet 1 of 1

A part of the Northwest Quarter of the Southwest Quarter of Section 12, Township 21 North, Range 2 West, Clinton County, Indiana, more particularly described as follows: Commencing at the northeast corner of said quarter-quarter section; THENCE South 45 degrees 21 minutes 13 seconds West 132.457 meters (434.57 feet) to a point in the centerline of old S.R. 28 and the BEGINNING POINT of this description designated as point "637" on Exhibit "B" attached hereto; THENCE South 01 degrees 03 minutes 55 seconds West 78.015 meters (255.96 feet) along the eastern line of tract one of the real estate described in Deed Record 91-1745, Office of the Recorder of said County and the point designated "638" on said Exhibit "B"; THENCE North 89 degrees 58 minutes 23 seconds West 50.968 meters (167.22 feet) to the point designated "639" on said Exhibit "B"; THENCE Southwesterly 49.553 meters (162.58 feet) along an arc to the left having a radius of 5040.000 meters (16,535.43 feet) and subtended by a long chord having a bearing of South 89 degrees 44 minutes 43 seconds West and a length of 49.553 meters (162.58 feet) to a point in the centerline of old S.R. 28 and the point designated "640" on said Exhibit "B"; THENCE North 52 degrees 31 minutes 00 seconds East 128.503 meters (421.60 feet) along said centerline to the Point of Beginning and containing 0.3912 hectares (0.966 acres), more or less. SUBJECT to the limited access provision set forth in Deed Record 2002-9636, Office of the Recorder of said County. ALSO subject to a perpetual easement for Ingress and Egress purposes over and across a cul-de-sac located on the above described real estate, the center of said cul-de-sac being located at station 6+945 with an offset of 80.183 meters left and a radius of 15 meters as shown on Sheet 36 of the Right-of-Way plans for Indiana Department of Transportation Project STP-106-3 (015).

  
Willard E. Johnson, PLS  
Professional Land Surveyor  
Indiana No. LS29600017



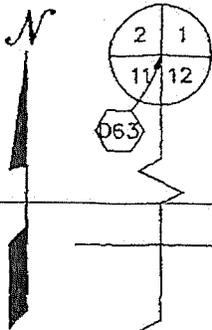
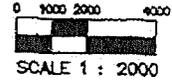
This description was prepared for the Indiana Department of Transportation on the 29<sup>th</sup> day of August, 2013 by Willard E. Johnson, Indiana Registered Land Surveyor, License Number LS29600017, from information that was prepared by Jerry L. Martin, Indiana Registered Land Surveyor, License Number LS80040107.

# EXHIBIT "B"

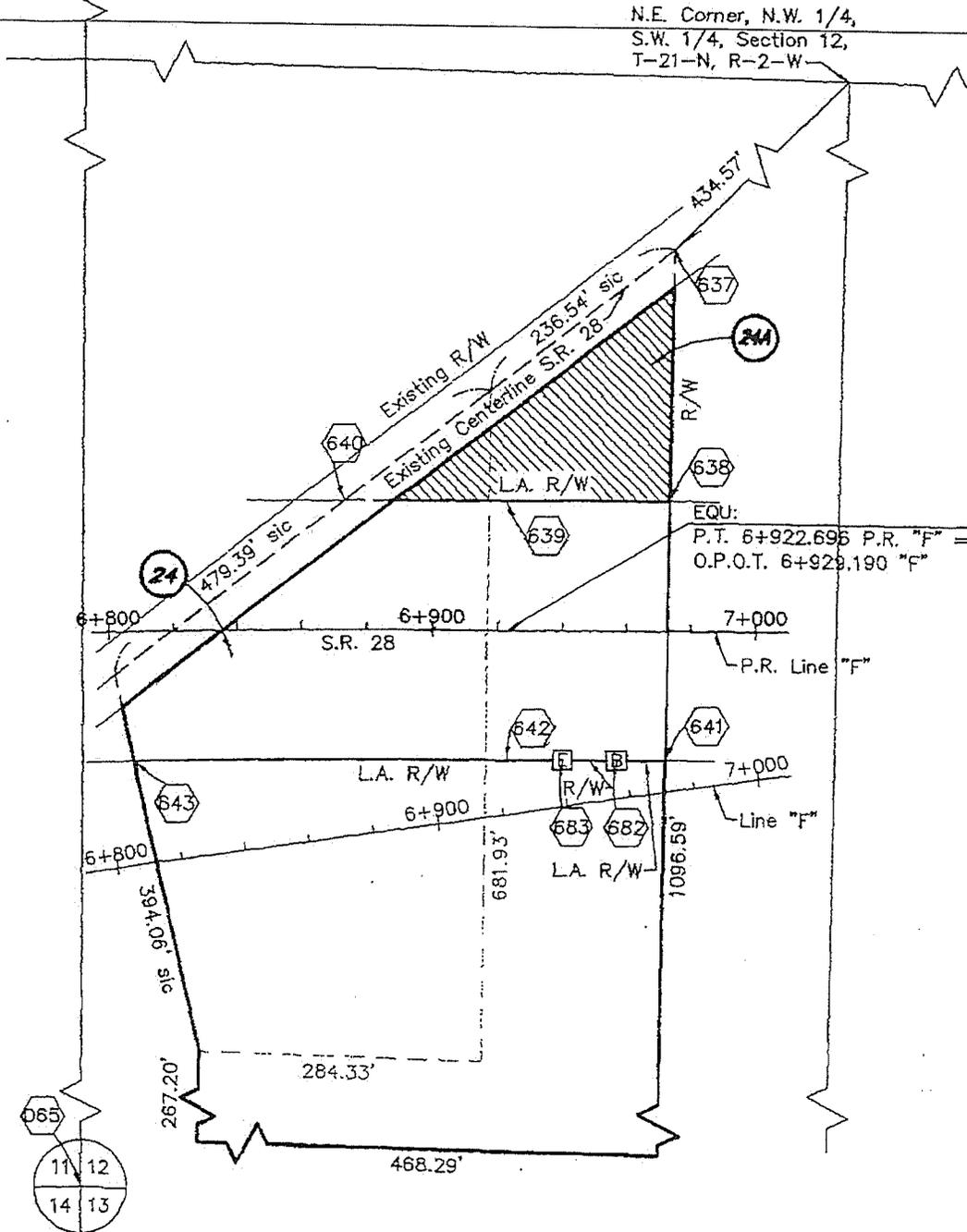
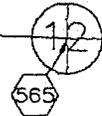
SHEET 1 OF 2

## RIGHT-OF-WAY PARCEL PLAT

Prepared for Indiana Department of Transportation  
by Martin Engineering Services, Inc. (Job STP-106-3(015)R/W)



N.E. Corner, N.W. 1/4,  
S.W. 1/4, Section 12,  
T-21-N, R-2-W



EQU:  
P.T. 6+922.696 P.R. "F" =  
O.P.O.T. 6+929.190 "F"

PARCEL: 24	OWNER: NAVA, ERASMO ET UX.	DRAWN BY: D.L. DOROGI 5/27/00
CODE: 3860		CHECKED BY: J.L. MARTIN 5/27/00
PROJECT: STP-106-3(015) R/W		DES. NO.: 9503450
ROAD: S.R. 28		
COUNTY: Clinton		
SECTION: 12		
TOWNSHIP: 21 N.		
RANGE: 2 W.		

HATCHED AREA IS THE APPROXIMATE TAKING  
 NOTE: DEED DIMENSIONS ARE IN ENGLISH

DEED RECORD 91-1745, DATED 05-16-91  
DEED RECORD 94-0620, DATED 02-03-94

DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS

## PARCEL COORDINATE CHART (shown in meters)

Point	Centerline	Station	Offset	Northing	Easting
063*	N.A.			7815.4970	10279.9440
065*	N.A.			6229.6360	10273.8600
565*	N.A.			6957.7915	11081.6116
637	P.R. "F"	6+975.0779	118.002M	6873.7946	10596.2144
638	P.R. "F"	6+973.6642	40M	6795.7930	10594.7640
639	P.R. "F"	6+922.6961	40M	6795.8170	10543.7959
640	P.R. "F"	6+873.5362	40M	6795.5967	10494.2434
641	P.R. "F"	6+972.2143	40M	6715.7937	10593.2765
642	P.R. "F"	6+922.6961	40M	6715.8170	10543.7582
643	P.R. "F"	6+807.0096	40M	6714.5434	10429.0069
682	P.R. "F"	6+957	40M	6715.8009	10578.0622
683	P.R. "F"	6+940	40M	6715.8088	10561.0622

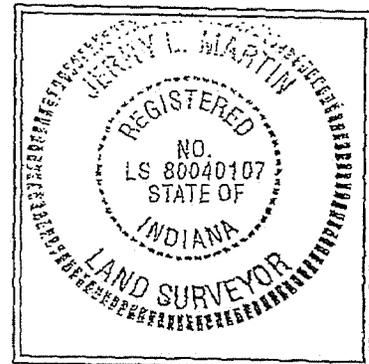
NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

\* SEE LOCATION CONTROL ROUTE SURVEY PLAT.

## SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded in Instrument No. 98-370B in the Office of the Recorder of Clinton County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

*Jerry L. Martin* 5/27/00  
 \_\_\_\_\_  
 Date  
 Registered Land Surveyor LS 80040107  
 State of Indiana



PARCEL: 24                      OWNER: NAVA, ERASMO ET UX.  
 CODE: 3860  
 PROJECT: STP-106-3(015) R/W  
 ROAD: S.R. 28  
 COUNTY: Clinton  
 SECTION: 12  
 TOWNSHIP: 21 N.  
 RANGE: 2 W.

DRAWN BY: D.L. DOROGI 5/27/00  
 CHECKED BY: J.L. MARTIN 5/27/00  
 DES. NO.: 9503450

T-1

EXHIBIT "A"

SHEET 1 OF 1

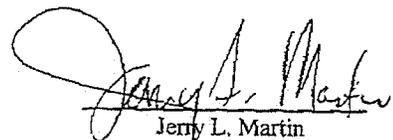
Project: STP-106-3 (015) R/W

Code: 3860

Parcel 24B TEMORARY RIGHT OF WAY FOR DRIVE CONSTRUCTION

A part of the Northwest quarter of the Southwest Quarter of Section 12, Township 21 North, Range 2 West, Clinton County, Indiana, described as follows: Commencing at the northeast corner of said quarter-quarter; thence South 45 degrees 21 minutes 13 seconds West 132.457 meters (434.57 feet) to a point in the centerline of old S.R. 28; thence South 01 degree 03 minutes 55 seconds West 158.028 meters (518.47 feet) along the eastern line of tract one of the grantors' land as described and recorded in Deed Record 91-1745, to a point; thence North 89 degrees 58 minutes 23 seconds West 15.214 meters (49.92 feet) to the point of beginning of this description: thence South 38 degrees 41 minutes 12 seconds West 6.403 meters (21.01 feet) to a point; thence North 89 degrees 58 minutes 23 seconds West 8.000 meters (26.25 feet) to a point; thence North 44 degrees 58 minutes 23 seconds West 7.071 meters (23.20 feet) to a point; thence South 89 degrees 58 minutes 23 seconds East 17.000 meters (55.77 feet) to the point of beginning and containing 0.0062 hectares (0.015 acres), more or less.





Jerry L. Martin  
Registered Land Surveyor LS 80040107  
State of Indiana

This description was prepared for the Indiana Department of Transportation by Jerry L. Martin, Indiana Registered Land Surveyor, License Number LS 80040107, on the 27th day of May 2000.

Project: STP-106-3 (015) R/W

Code: 3860

Parcel 24 FEE WITH PARTIAL LIMITATION OF ACCESS

A part of the Northwest quarter of the Southwest Quarter of Section 12, Township 21 North, Range 2 West, Clinton County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing at the northeast corner of said quarter-quarter; thence South 45 degrees 21 minutes 13 seconds West 132.457 meters (434.57 feet) to a point in the centerline of old S.R. 28, designated as point "637" on said plat; thence South 01 degree 03 minutes 55 seconds West 78.015 meters (255.96 feet) along the eastern line of tract one of the grantors' land as described and recorded in Deed Record 91-1745, to a point, designated as point "638" on said plat and the point of beginning of this description: (1) thence South 01 degree 03 minutes 55 seconds West 80.013 meters (262.51 feet) continuing along said eastern line to a point, designated as point "641" on said plat; (2) thence North 89 degrees 58 minutes 23 seconds West 15.214 meters (49.92 feet) to a point, designated as point "682" on said plat; (3) thence North 89 degrees 58 minutes 23 seconds West 17.000 meters (55.77 feet) to a point, designated as point "683" on said plat; (4) thence North 89 degrees 58 minutes 23 seconds West 17.304 meters (56.77 feet) to a point, designated as point "642" on said plat; (5) thence southwesterly 114.761 meters (376.51 feet) along an arc to the left and having a radius of 4960.000 meters (16,272.97 feet) and subtended by a long chord having a bearing of South 89 degrees 21 minutes 51 seconds West and a length of 114.758 meters (376.50 feet) to a point on a western line of tract two of the grantors' land as described and recorded in Deed Record 94-0620, designated as point "643" on said plat; (6) thence North 12 degrees 40 minutes 43 seconds West 27.122 meters (88.98 feet) along said line to the northwesterly corner of said tract two on said centerline; (7) thence North 52 degrees 31 minutes 00 seconds East 89.712 feet (294.33 feet) along said centerline to a point, designated as point "640" on said plat; (8) thence northeasterly 49.553 meters (162.58 feet) along an arc to the right and having a radius of 5,040.000 meters (16,535.43 feet) and subtended by a long chord having a bearing of North 89 degrees 44 minutes 43 seconds East and a length of 49.553 meters (162.58 feet) to a point, designated as point "639" on said plat; (9) thence South 89 degrees 58 minutes 23 seconds East 50.968 meters (167.22 feet) to the point of beginning and containing 1.1691 hectares (2.889 acres), more or less, inclusive of the presently existing right-of-way which contains 0.0895 hectares (0.221 acres), more or less. The portion of the above-described real estate which is not already embraced within the presently existing right-of-way contains 1.0796 hectares (2.668 acres), more or less.

Together with the permanent extinguishments of all rights and easements of ingress and egress to, from and across the limited access facility (to be known as S. R. 28 and as Project STP-106-3(015)) to and from the Grantors' abutting lands along courses 2, 4, 5, 8 and 9 as described above. This restriction is a covenant running with the land and shall be binding on the Grantors' and on all successors in title to the abutting lands.

Also, subject to any and all easements, conditions and restrictions of record.



*Jerry L. Martin*  
 Jerry L. Martin  
 Registered Land Surveyor LS 80040107  
 State of Indiana

Project: STP-106-3 (015) R/W

SHEET 2 OF 2

Code: 3860

Parcel 24A FEE WITH PARTIAL LIMITATION OF ACCESS

A part of the Northwest quarter of the Southwest Quarter of Section 12, Township 21 North, Range 2 West, Clinton County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing at the northeast corner of said quarter-quarter; thence South 45 degrees 21 minutes 13 seconds West 132.457 meters (434.57 feet) to a point in the centerline of old S.R. 28, designated as point "637" on said plat and the point of beginning of this description: (1) thence South 01 degree 03 minutes 55 seconds West 78.015 meters (255.96 feet) along the eastern line of tract one of the grantors' land as described and recorded in Deed Record 91-1745, to a point, designated as point "638" on said plat; (2) thence North 89 degrees 58 minutes 23 seconds West 50.968 meters (167.22 feet) to a point, designated as point "639" on said plat; (3) thence southwesterly 49.553 meters (162.58 feet) along an arc to the left and having a radius of 5040.000 meters (16,535.43 feet) and subtended by a long chord having a bearing of South 89 degrees 44 minutes 43 seconds West and a length of 49.553 meters (162.58 feet) to a point on said centerline, designated as point "640" on said plat; (4) thence North 52 degrees 31 minutes 00 seconds East 128.503 meters (421.60 feet) along said centerline to the point of beginning and containing 0.3912 hectares (0.966 acres), more or less, inclusive of the presently existing right-of-way which contains 0.1086 hectares (0.268 acres), more or less. The portion of the above described real estate which is not already embraced within the presently existing right of way contains 0.2826 hectares (0.698 acres), more or less.

Together with the permanent extinguishments of all rights and easements of ingress and egress to, from and across the limited access facility (to be known as S. R. 28 and as Project STP-106-3(015)) to and from the Grantors' abutting lands along courses 2 and 3 as described above. This restriction is a covenant running with the land and shall be binding on the Grantors' and on all successors in title to the abutting lands.

Also, subject to any and all easements, conditions and restrictions of record.



A handwritten signature in cursive script that reads "Jerry L. Martin".

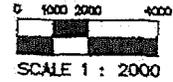
Jerry L. Martin  
Registered Land Surveyor LS 80040107  
State of Indiana

This description was prepared for the Indiana Department of Transportation by Jerry L. Martin, Indiana Registered Land Surveyor, License Number LS 80040107, on the 27th day of May 2000.

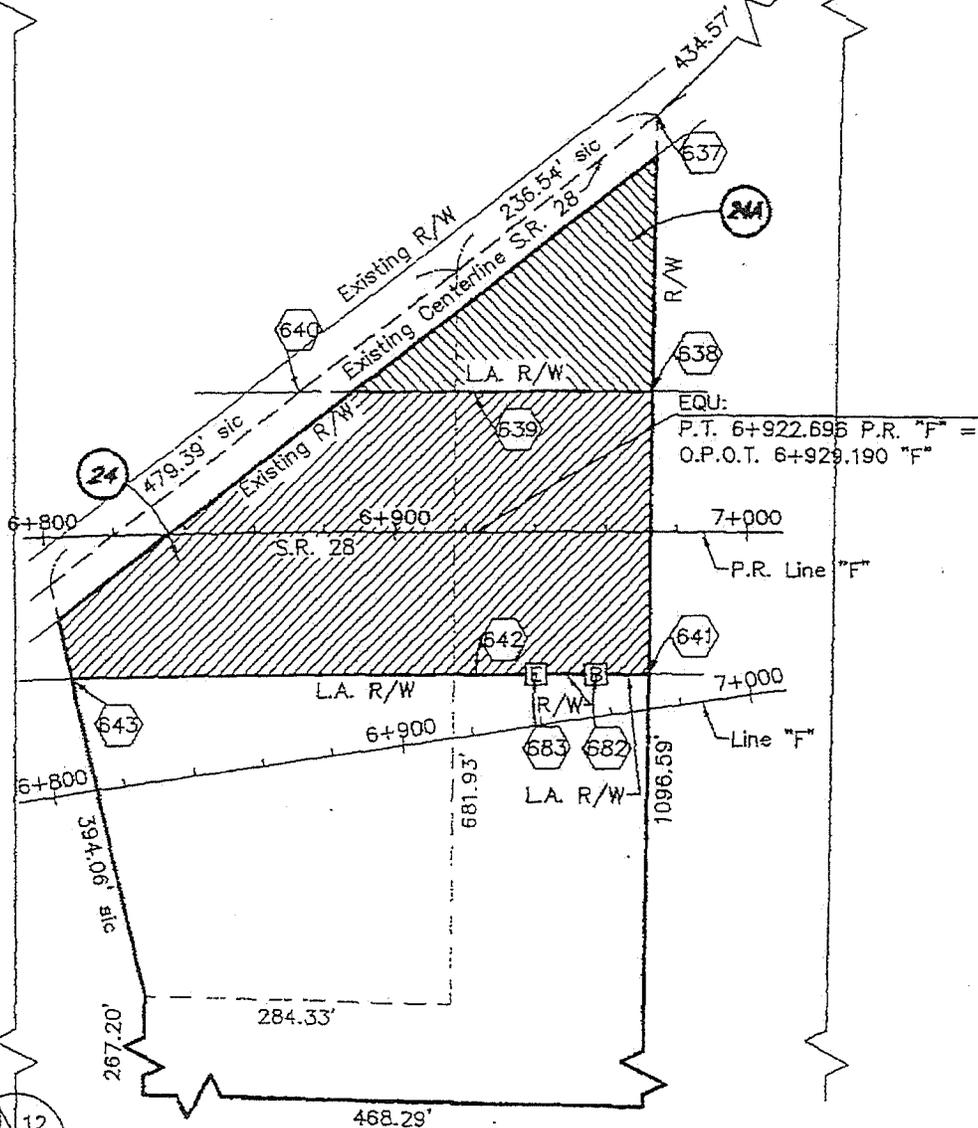
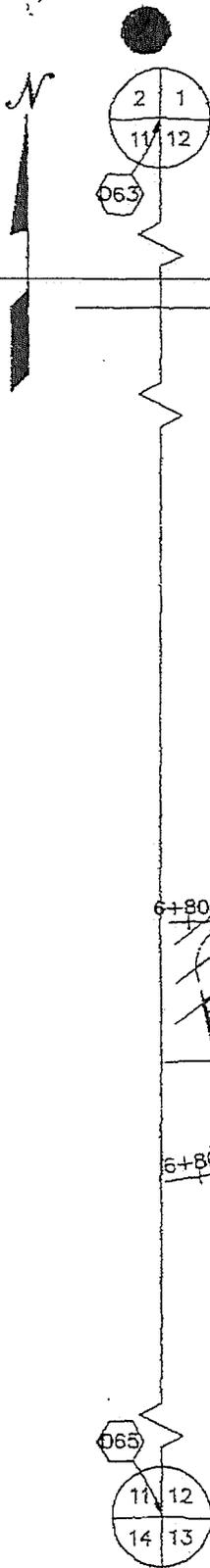
EXHIBIT "B"

RIGHT-OF-WAY PARCEL PLAT

Prepared for Indiana Department of Transportation  
by Martin Engineering Services, Inc. (Job STP-106-3(015)R/W)



N.E. Corner, N.W. 1/4,  
S.W. 1/4, Section 12,  
T-21-N, R-2-W



PARCEL: 24	OWNER: NAVA, ERASMO ET UX.	DRAWN BY: D.L. DOROGI 5/27/00
CODE: 3860		CHECKED BY: J.L. MARTIN 5/27/00
PROJECT: STP-106-3(015) R/W		DES. NO.: 9503450
ROAD: S.R. 28		
COUNTY: Clinton		
SECTION: 12		
TOWNSHIP: 21 N.		
RANGE: 2 W.		
 HATCHED AREA IS THE APPROXIMATE TAKING		
NOTE: DEED DIMENSIONS ARE IN ENGLISH		
DEED RECORD 91-1745, DATED 05-16-91 DEED RECORD 94-0620, DATED 02-03-94		
DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS		

PARCEL COORDINATE CHART (shown in meters)

Point	Centerline	Station	Offset	Northing	Easting
063*	N.A.			7815.4970	10279.9440
065*	N.A.			6229.6360	10273.8600
<del>565*</del>	<del>N.A.</del>			<del>6957.7915</del>	<del>11081.6116</del>
637	P.R. "F"	6+975.0779	118.002M	6873.7946	10596.2144
638	P.R. "F"	6+973.6642	40M	6795.7930	10594.7640
639	P.R. "F"	6+922.6961	40M	6795.8170	10543.7959
640	P.R. "F"	6+873.5362	40M	6795.5967	10494.2434
641	P.R. "F"	6+972.2143	40M	6715.7937	10593.2765
642	P.R. "F"	6+922.6961	40M	6715.8170	10543.7582
643	P.R. "F"	6+807.0096	40M	6714.5434	10429.0069
682	P.R. "F"	6+957	40M	6715.8009	10578.0622
683	P.R. "F"	6+940	40M	6715.8088	10561.0622

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

\* SEE LOCATION CONTROL ROUTE SURVEY PLAT.

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded in Instrument No. 98-3708 in the Office of the Recorder of Clinton County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

*Jerry L. Martin* 5/27/00  
 \_\_\_\_\_  
 Date  
 Registered Land Surveyor LS 80040107  
 State of Indiana



PARCEL: 24	OWNER: NAVA, ERASMO ET UX.	DRAWN BY: D.L. DOROGI 5/27/00
CODE: 3860		CHECKED BY: J.L. MARTIN 5/27/00
PROJECT: STP-106-3(015) R/W		DES. NO.: 9503450
ROAD: S.R. 28		
COUNTY: Clinton		
SECTION: 12		
TOWNSHIP: 21 N.		
RANGE: 2 W.		

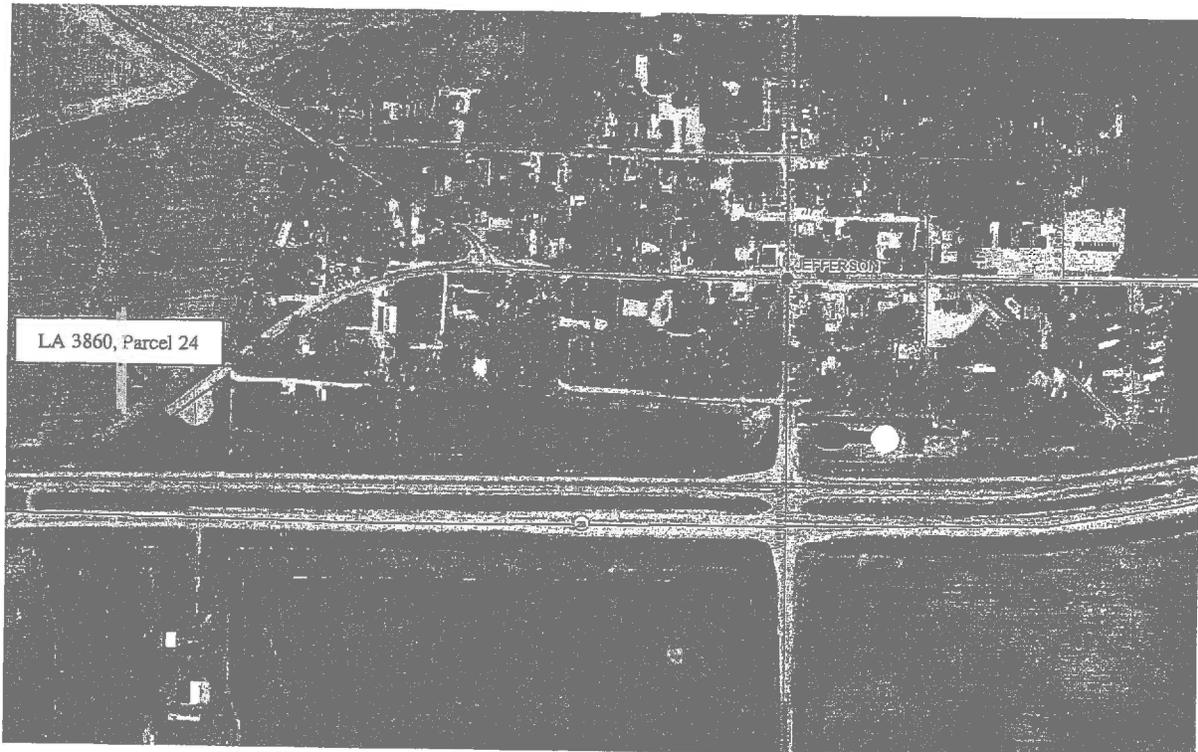






# Categorical Exclusion: Level 1

Indiana Department of Transportation



2012 Orthophotography – Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))

Land Acquisition (LA) 3860 – Parcel 24  
State Road (SR) 28 Excess Land Sale  
Clinton County, Indiana

Prepared By:  
Indiana Department of Transportation  
Crawfordsville District Office  
41 West 300 North  
Crawfordsville, IN 47933

**LA 3860, Parcel 24**  
**State Road (SR) 28 Excess Parcel; Clinton County, Indiana**

**Table of Contents**

	<u>Page(s)</u>
Categorical Exclusion Level 1 Form.....	1-5
<b>Appendix A: Categorical Exclusion Level Thresholds Table</b>	
<b>Appendix B: Maps</b>	
Project Location Maps.....	B-1
USGS Quadrangle.....	B-2
Aerial Maps (2012 NAIP)	
Half-Mile Radius.....	B-3(a)
Project Area.....	B-3(b)
Soils.....	B-4
<b>Appendix C: Warranty Deed for LA 3860, Parcel 24</b>	
<b>Appendix D: Cultural Resources (Section 106)</b>	
Archaeological Short Report (Conclusions) .....	D-1
Early Coordination Letter to DHPA (Review Request Submittal).....	D-2
DHPA Concurrence Letter.....	D-3
<b>Appendix E: Red Flag Investigation</b>	
Summary.....	E-1 (pgs. 1-5)
Attachments	
Topography Map.....	E-1 (pg. 6)
Infrastructure Map.....	E-1 (pg. 7)
Water Resources Map.....	E-1 (pg. 8)
Hazardous Materials Map.....	E-1 (pg. 9)
Indiana County Endangered, Threatened and Rare Species List (Clinton County) .....	E-1 (pg. 10)

# CATEGORICAL EXCLUSION LEVEL 1 FORM

Date: July 19, 2013

Initial Version

Additional Information to CE Level 1 Dated: \_\_\_\_\_

**Purpose of this document:**

CE Level 1 documentation for exempted projects

State-funded categorical exemption documentation

Approval CE Level 1 or State-Funded CE:

*Michael L. Eubank*

Environmental Scoping Manager or  
Environmental Policy Manager

July 19, 2013  
Date

PROJECT INFORMATION			
County, Route	Clinton County, State Road (SR) 28	Des Number	LA 3860 - Parcel 24
Purpose and Need:	The Indiana Department of Transportation (INDOT) and the Indiana Department of Administration (IDOA) recognize that state-owned excess right-of-way exists at various locations throughout the state. Parcel 24 from Land Acquisition (LA) 3860 serves no function in terms of the serviceability or maintenance of SR 28 and prohibits development of the property for residential, commercial, agricultural, or other private or public use. The purpose of this project is to dispose of the excess land, which would provide additional revenue to the state from the proceeds of the sale as well as open up the excess parcel for residential, commercial, agricultural, or other private or public use.		
Project Description:	<p>INDOT and IDOA intend to dispose of (sell) Parcel 24 from LA 3860, which was acquired for the SR 28 Added Travel Lanes Project (Des. No. 9503450). Parcel 24 is an approximately 1.15-acre parcel. Specifically, the parcel is located in the southwest quarter of Section 12, in Washington Township 21 North, Range 2 West, in Clinton County, Indiana as seen on the USGS Frankfort Quadrangle Map (see Appendix A-2). The parcel serves no function in terms of the serviceability or maintenance of SR 28, and there is significant interest from the previous owner wishing to purchase the property for residential use. Therefore, selling this excess parcel is the preferred alternative.</p> <p>This CE is being prepared because the parcel was purchased, at least in part, with federal funding. Thus selling the property would constitute federal involvement and require NEPA documentation. Selling the parcel would not include excavation, demolition, or construction activities of any kind. Therefore, no environmental impacts would occur as a result of selling this parcel.</p>		
Other Alternatives Considered:	<p><b>No Sale:</b> This alternative was dismissed as the excess parcel provides no function to the state highway system in terms of serviceability or maintenance, and keeping this excess parcel would prohibit development of the property for residential, commercial, agricultural, or other private or public use. This alternative was dismissed as it does not meet the Purpose and Need.</p>		
Project Termini:	See above parcel description.		
Funding Source(s):	<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> Other	Estimated Cost	N/A
Project Sponsor:	INDOT/IDOA	Project Length	N/A

Name and organization of CE Level 1 Preparer: Daniel J. Miller, INDOT Environmental Manager

INDOT ES/District Env.  
Reviewer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

SCOPE OF THE PROPOSED ACTION				
<b>Public Involvement*</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	No public hearing is required for selling this excess parcel under INDOT's FHWA-approved public involvement guidelines.			
<b>Right-of-way (permanent and temporary, in acres)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	The excess parcel lies within existing right-of-way.			
<b>Disruption to public facilities/services (such as schools, emergency service)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	Selling this excess parcel would not create any disruptions to public services or facilities.			
<b>Involvement with existing bridge(s) (Include structure number(s))</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	There are no bridges or small structures on this parcel.			

\* Limited public involvement, CE-1 level projects will typically have no public hearing opportunity offered.

INVOLVEMENT WITH RESOURCES				
<b>Streams, Rivers, and Watercourses Impacted (linear feet)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	A Red Flag Investigation was completed on June 4, 2013 by an INDOT Hazardous Materials Specialist, which included GIS review of water resources within the project area (see Appendix E). No streams, rivers, or watercourses were identified within a half-mile radius of this parcel. Furthermore, there would not be any excavation, demolition, or construction activities of any kind associated with selling this parcel. Therefore, no watercourses would be impacted by selling this parcel.			
<b>Wetlands (acres)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	The US Fish and Wildlife Service's (USFWS's) National Wetland Inventory shows four possible wetlands within a half-mile radius of the parcel; however, none of them are located on the excess parcel itself (see Water Resources Map, Appendix E-1, pg. 8). Again, there would not be any excavation, demolition, or construction activities of any kind associated with selling this parcel. Therefore, no wetlands would be impacted by selling this excess parcel.			
<b>Disturbance of Terrestrial Habitat (acres)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	Parcel 24 from LA 3860 is an approximately 1.15-acre parcel, which consists of a previously residential lawn with trees and a concrete turnaround. Selling this excess parcel does not involve any excavation, demolition, or construction activities, and therefore would not impact any terrestrial habitat.			
<b>Karst Features</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	This excess parcel is located outside of the designated karst area of the state as identified in the October 13, 1993 MOU between INDOT, the Indiana Department of Natural Resources (IDNR), the Indiana Department of Environmental Management (IDEM), and the U.S. Fish and Wildlife Service (USFWS). No karst features are known to exist within or adjacent to the proposed project area. No karst features would be impacted by selling this parcel, as it does not involve any excavation, demolition, or construction activities.			

<b>INVOLVEMENT WITH RESOURCES</b>				
<b>Threatened and Endangered Species</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	No endangered, threatened or rare species or high quality natural communities would be affected by the selling of this excess property, as it would not involve any excavation, demolition, or construction activities.			
<b>Drinking Water Resources</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	Selling the parcel would not involve any excavation, demolition, or construction activities. Therefore, selling the parcel would not impact any drinking water resources.			
<b>Flood Plains (note transverse or longitudinal impact)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	The parcel is not located within a regulatory floodplain as determined from available FEMA flood plain maps (see Water Resources Map, Appendix E-1, pg. 8). Therefore, it does not fall within the guidelines for the implementation of 23 CFR 65, 23 CFR 771, and 44 CFR.			
<b>Farmland (acres)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	The act of selling this parcel does not involve the potential to convert farmland to a nonagricultural use. Therefore, the requirements of the Farmland Protection and Policy Act (FPPA) do not apply to selling this parcel.			
<b>Cultural Resources</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	<p>An archaeological short report was completed on May 9, 2013 by an INDOT Cultural Resources Office (CRO) archaeologist (see Appendix D-1). The report concluded: "The Phase Ia archaeological reconnaissance has located no archaeological sites within the project area and it is recommended that the project be allowed to proceed as planned." The archaeological short report was sent to the Indiana Department of Natural Resources' Division of Historic Preservation and Archaeology (DHPA) on May 9, 2013 (see Appendix D-2). On June 10, 2013, DHPA responded "Based on the information provided, to the best of our knowledge, we do not believe that the property contains a historic site or historic structure" (see Appendix D-3).</p> <p>With regard to above-ground resources, no buildings are located on LA #3860, Parcel 24. Nonetheless, the State and National Register of Historic Places (National Register) lists for Clinton County were checked by an INDOT- CRO historian who meets the Secretary of the Interior's Professional Qualification Standards per 36 CFR Part 61. No listed resources were located in or near the subject parcel. The Clinton County Interim Report (1997) of the Indiana Historic Sites and Structures Inventory (IHSSI) was consulted (Washington Township; Jefferson Scattered Sites). No surveyed Washington Township or Jefferson Scattered Sites resources are recorded on or adjacent the subject parcel. The parcel is immediately surrounded by agricultural land to the west and north, and residences to the east. The subject parcel abuts SR 28 to the south.</p> <p>In consideration of the above facts, INDOT does not think that the sale of this parcel is an activity that has the potential to cause effects on any above-ground resources eligible for or listed in the National Register. Therefore, no further investigations or review are warranted, and the provisions of IC 14-21-1-18 with respect to above-ground resources have been satisfied.</p>			
<b>Section 4(f) and Section 6(f) Resources</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	No Section 4(f) or Section 6(f) resource would be affected by selling this parcel, as it would not involve any excavation, demolition, or construction activities.			
<b>Air Quality Impacts</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	Possible: <input type="checkbox"/>
Comments:	This parcel is located in Clinton County. Clinton County is currently in attainment for all criteria pollutants. Therefore, the conformity procedures of 40 CFR Part 93 do not apply.			

<b>INVOLVEMENT WITH RESOURCES</b>			
	This project is of a type qualifying as a categorical exclusion (Group 1) under 23 CFR 771.117(d), or exempt under the Clean Air Act conformity rule under 40 CFR 93.116, and as such, a Mobile Source Air Toxics analysis is not required.		
<b>Community/Economic Impacts</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/> Possible: <input type="checkbox"/>
Comments:	No significant economic or community impacts would develop as a result of selling this excess parcel.		
<b>Hazardous Materials</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/> Possible: <input type="checkbox"/>
Comments:	A Red Flag Investigation was completed on June 4, 2013 by an INDOT Hazardous Materials Specialist, which included GIS review of hazardous materials within the project area (see Appendix E). One State Clean-up Site and two Underground Storage Tanks (USTs) were located within a half-mile radius of the parcel, but none were located on the parcel. It was determined that no impacts to hazardous materials items of concern would occur as a result of selling this parcel. Further investigation for hazardous materials is not required at this time.		
<b>Permits</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/> Possible: <input type="checkbox"/>
Comments:	No permits are required to sell excess parcels.		

<b>ENVIRONMENTAL COMMITMENTS:</b>
This environmental document has been prepared for the sole purpose of selling this excess parcel. No environmental resources of concerns have been identified that will be impacted by selling this excess parcel; therefore, no environmental commitments have been generated.

<b>THE CATEGORICAL EXCLUSION CANNOT BE PROCESSED AS A LEVEL ONE IF YES IS SELECTED FOR ANY OF THE FOLLOWING ITEMS*:</b>		
Formal noise analysis required?	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Environmental Justice analysis required?	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Right-of-Way acquisition greater than 0.5 acre?	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Relocation of residences/businesses/etc.?	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Added through-traffic lanes?	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Facility on new location or realignment?	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Permanent alteration of local traffic pattern?	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Section 4(f) and Section 6(f) resource impacts?	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>

<b>THE CATEGORICAL EXCLUSION CANNOT BE PROCESSED AS A LEVEL ONE IF YES IS SELECTED FOR ANY OF THE FOLLOWING ITEMS*:</b>		
Sole Source Aquifer Groundwater Assessment required?	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Is the project "Likely to Adversely Affect" Threatened and Endangered Species?	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Stream impacts greater than 300 linear feet, or work beyond 75 feet from pavement?	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Wetland impacts greater than 0.1 acre?	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Does the project have historic bridge involvement, or a Section 106 finding of No Adverse Effect / Adverse Effect?	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>

*\* Please note, this table is not applicable for state funded CE's.*

---

Appendix A: Categorical Exclusion  
Level Thresholds Table

### Categorical Exclusion Level Thresholds

	Level 1	Level 2	Level 3	Level 4
<b>Relocations</b>	None	≤ 2	> 2	> 10
<b>Right-of-Way<sup>1</sup></b>	< 0.5 acre	< 10 acres	≥ 10 acres	≥ 10 acres
<b>Length of Added Through Lane</b>	None	None	Any	Any
<b>Permanent Traffic Pattern Alteration</b>	None	None	Yes	Yes
<b>New Alignment</b>	None	None	< 1 mile	≥ 1 mile <sup>2</sup>
<b>Wetlands</b>	< 0.1 acre	< 1 acre	< 1 acre	≥ 1 acre
<b>Stream Impacts*</b>	≤ 300 linear feet of stream impacts, no work beyond 75 feet from pavement	> 300 linear feet impacts, or work beyond 75 feet from pavement	N/A	N/A
<b>Section 4(f)</b>	None	None	None	Any impacts
<b>Section 6(f)</b>	None	None	Any impacts	Any impacts
<b>Section 106*</b>	"No Historic Properties Affected" or falls within guidelines of Minor Projects PA	"No Adverse Effect" or "Adverse Effect"	N/A	If ACHP involved Or Historic Bridge Involvement <sup>7</sup>
<b>Noise Analysis Required</b>	No	No	Yes <sup>3</sup>	Yes <sup>3</sup>
<b>Threatened/Endangered Species</b>	"Not likely to Adversely Affect", or Falls within Guidelines of USFWS 9/8/93 Programmatic Response	N/A	N/A	"Likely to Adversely Affect" <sup>4</sup>
<b>Sole Source Aquifer Groundwater Assessment</b>	Detailed Assessment Not Required	Detailed Assessment Not Required	Detailed Assessment Not Required	Detailed Assessment Required
<b>Approval Level</b> • ESM <sup>5</sup> • ES <sup>6</sup> • FHWA	Yes	Yes	Yes Yes	Yes Yes Yes

\*These thresholds have changed from the March 2011 Manual.

<sup>1</sup>Permanent and/or temporary right-of-way.

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

<sup>3</sup>In accordance with INDOT's Noise Policy.

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

<sup>5</sup>Environmental Scoping Manager

<sup>6</sup>Environmental Services Division

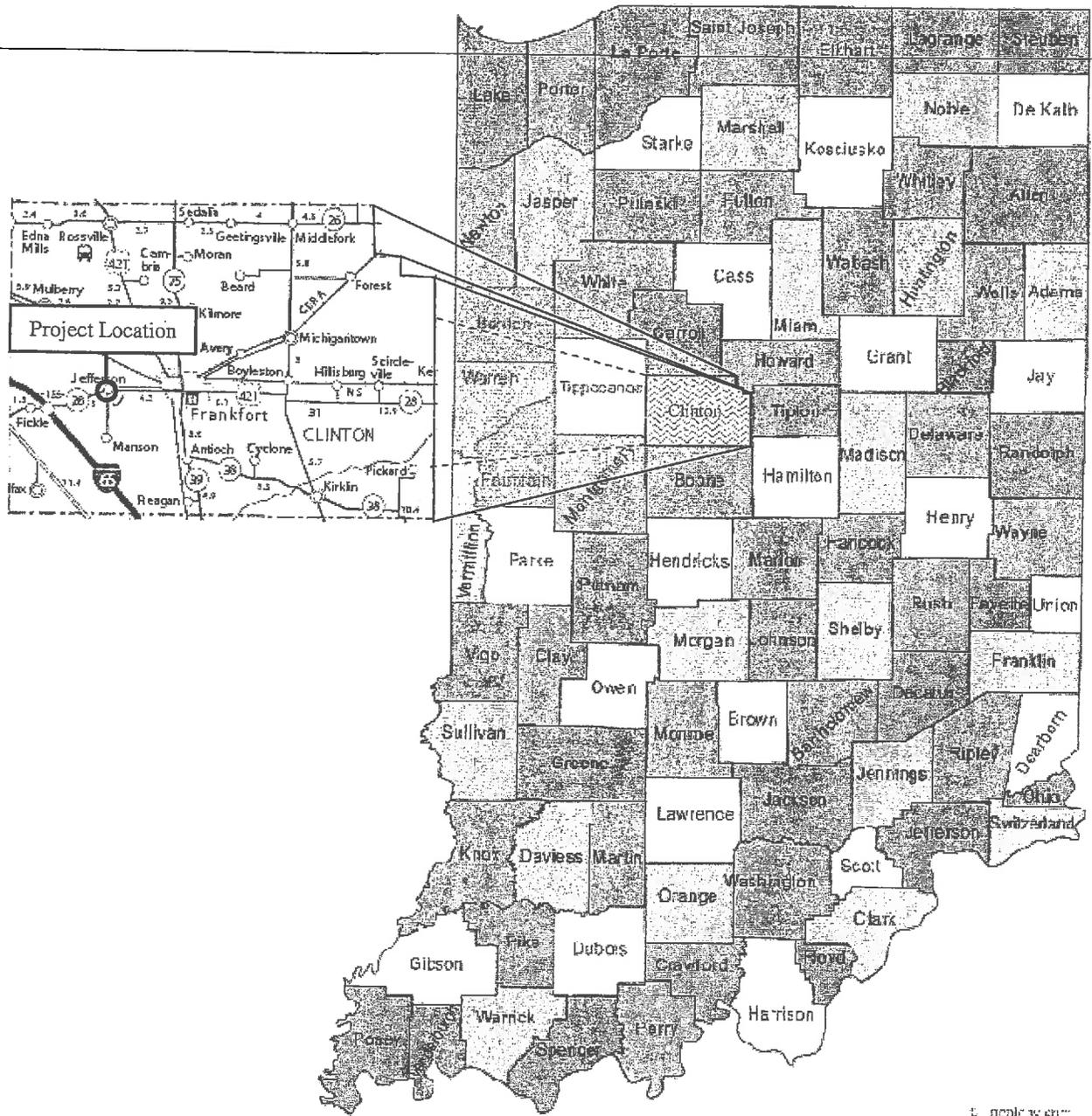
<sup>7</sup> Any involvement with a bridge processed under the Historic Bridge Programmatic Agreement

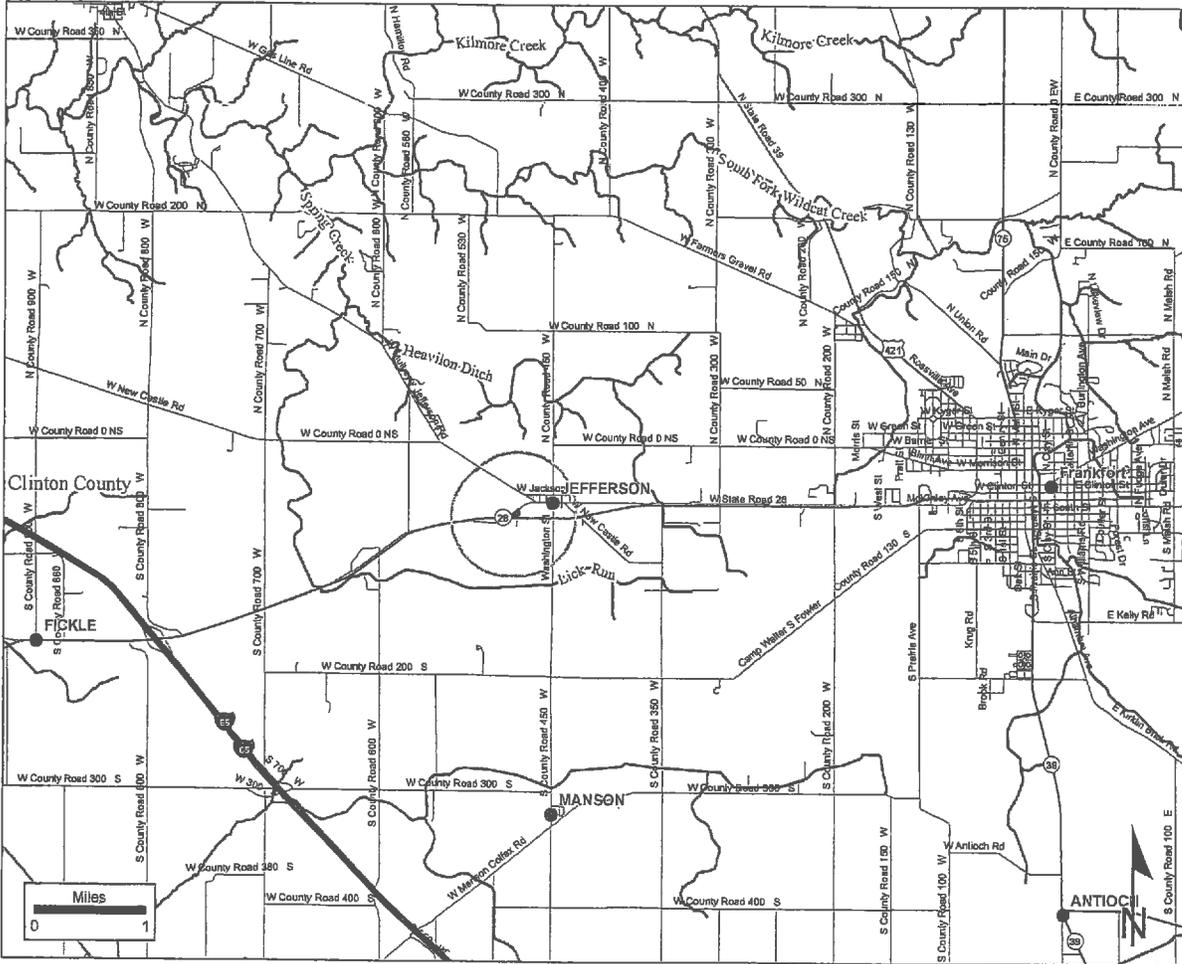
---

## Appendix B: Maps

Project Location Maps.....	B-1
USGS Quadrangle.....	B-2
Aerial Maps (2012 NAIP)	
Half-Mile Radius.....	B-3(a)
Project Area.....	B-3(b)
Soils.....	B-4

LA 3860, Parcel 24  
State Road (SR) 28 Excess Parcel; Clinton County, Indiana  
Project Location Map 1





LA 3860, Parcel 24  
 SR 28 Excess Parcel  
 Clinton County

**Project Location Map #2**

- Project Area
- Half Mile Radius
- Streams (DNR)
- Cities and Towns
- County Boundary
- Interstate
- State
- US
- Local

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

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



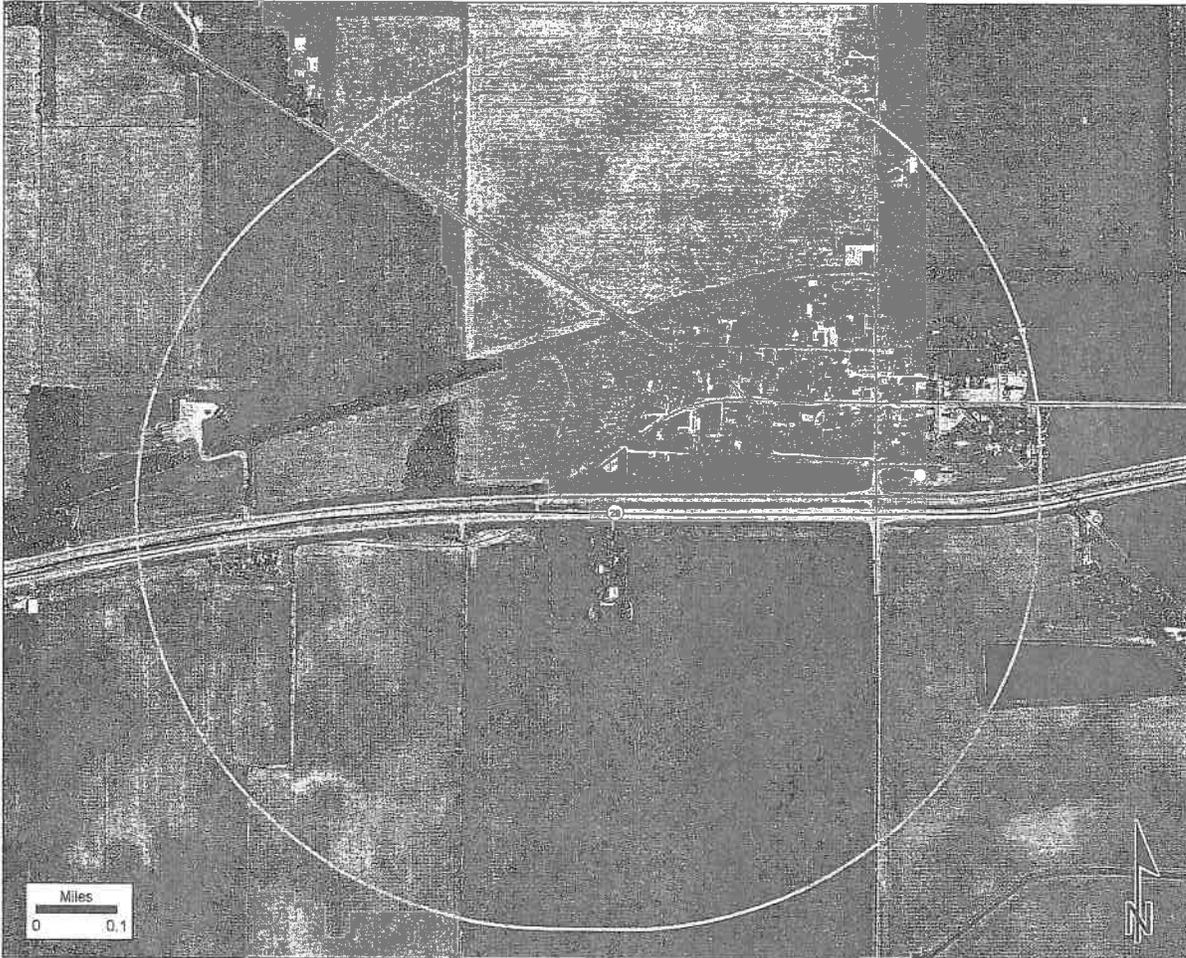
LA 3860, Parcel 24  
 SR 28 Excess Parcel  
 Clinton County

**USGS Quadrangle Map (1:24,000)**

- Project Area
- Half Mile Radius
- Township and Range
- USGS Sections
- Civil Townships
- Incorporated Areas
- Urban Areas
- Quadrangles\_24K\_USGS\_IN
- Interstate
- State
- US
- Local

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

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



**LA 3860, Parcel 24**

SR 28 Excess Parcel  
Clinton County

Aerial Photograph #1; Half-Mile Radius

**2012 NAIP Aerial Photography**

- Project Area
- Half Mile Radius
- Interstates
- State Routes
- US Routes
- Local Road

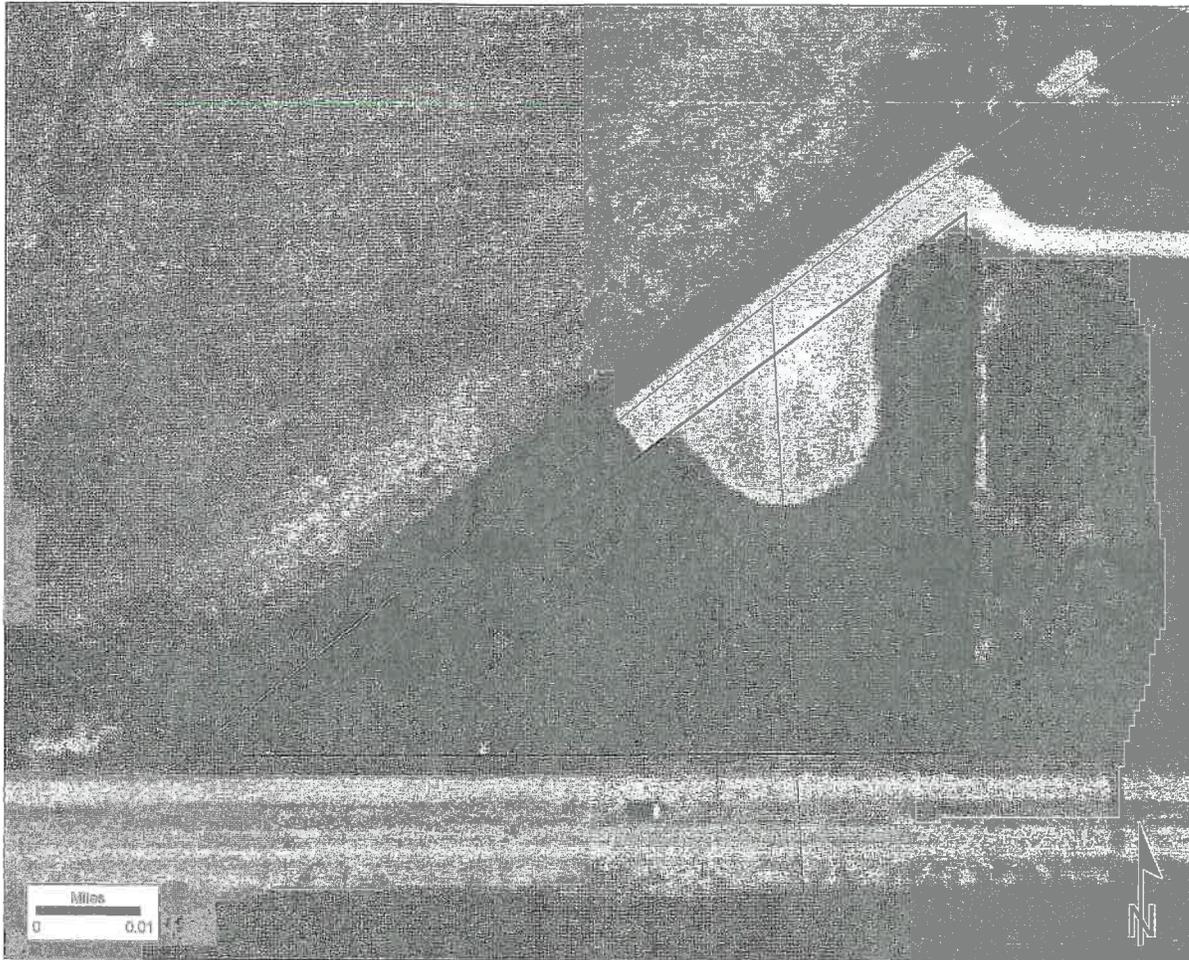
NAIP\NAIP2012

RGB

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

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

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



**LA 3860, Parcel 24**

SR 28 Excess Parcel  
Clinton County

**Aerial Photograph #2; Project Area**

**2012 NAIP Aerial Photography**

- Project Area
- Half Mile Radius
- Interstates
- State Routes
- US Routes
- Local Road

NAIP/NAIP2012

RGB

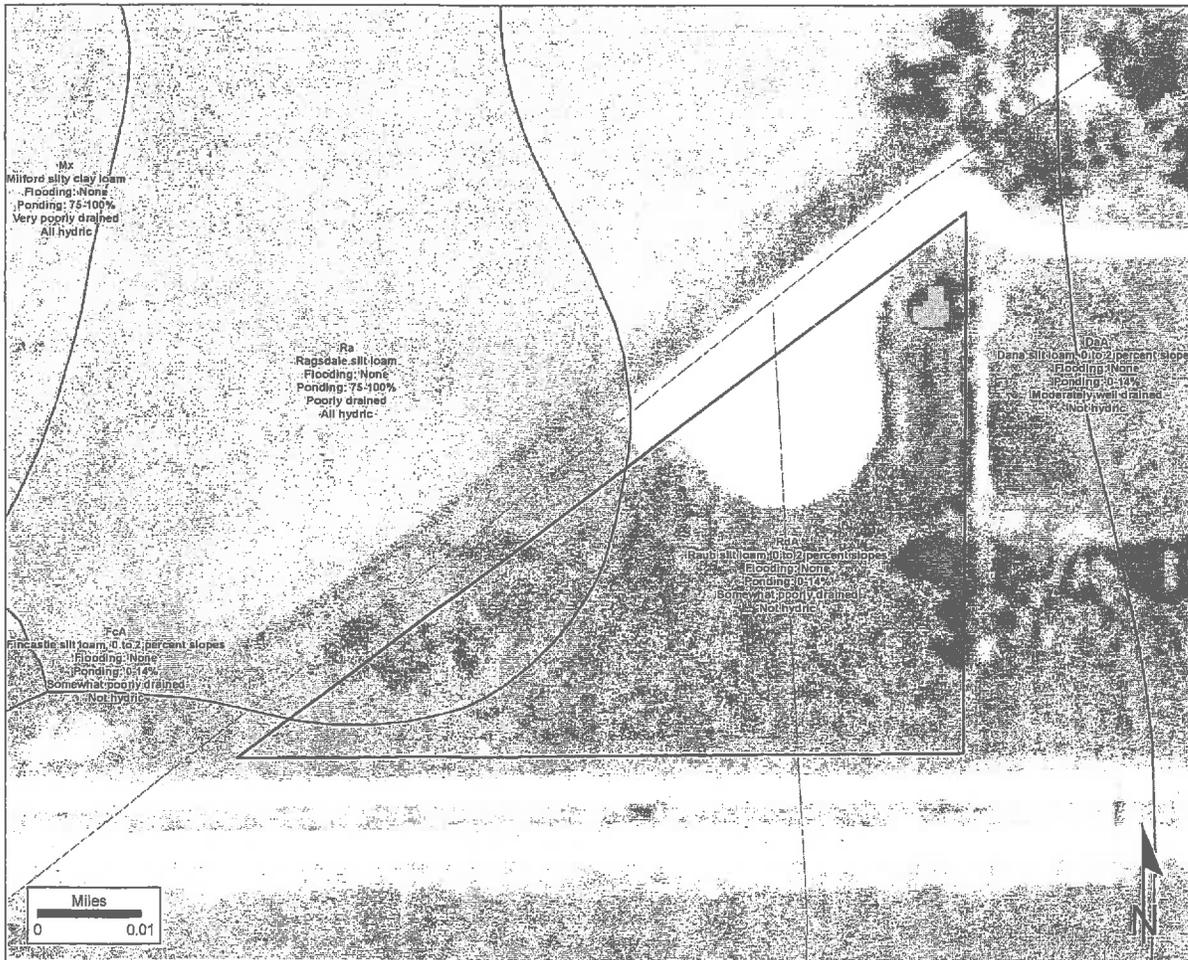
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

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

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

**LA 3860, Parcel 24**

SR 28 Excess Parcel  
Clinton County



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

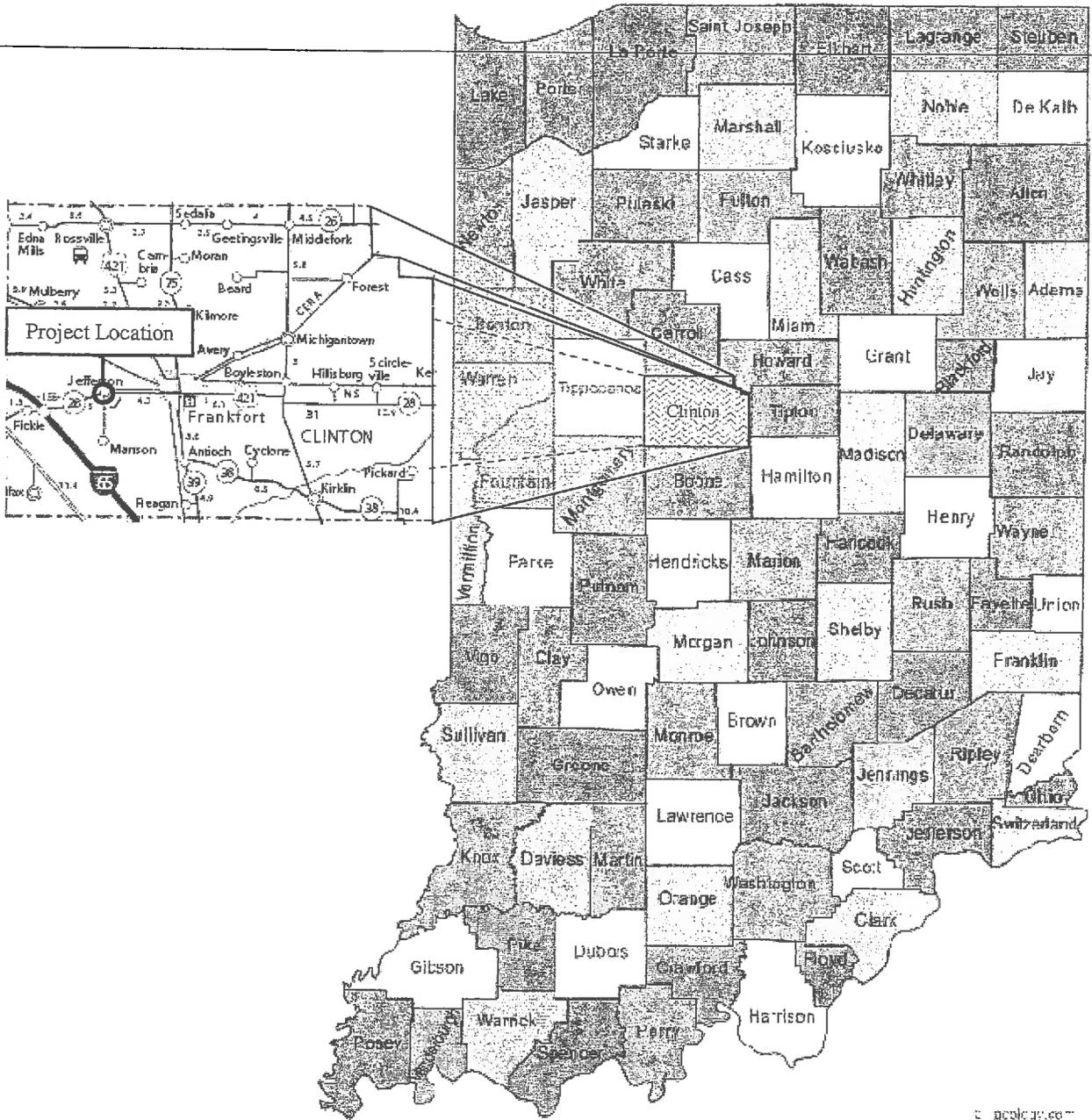
**Sources:**  
 Non Orthophotography  
 Data - Obtained from the State of Indiana Geographical Information Office Library  
 Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)  
 Map Projection: UTM Zone 16 N  
 Map Datum: NAD83

---

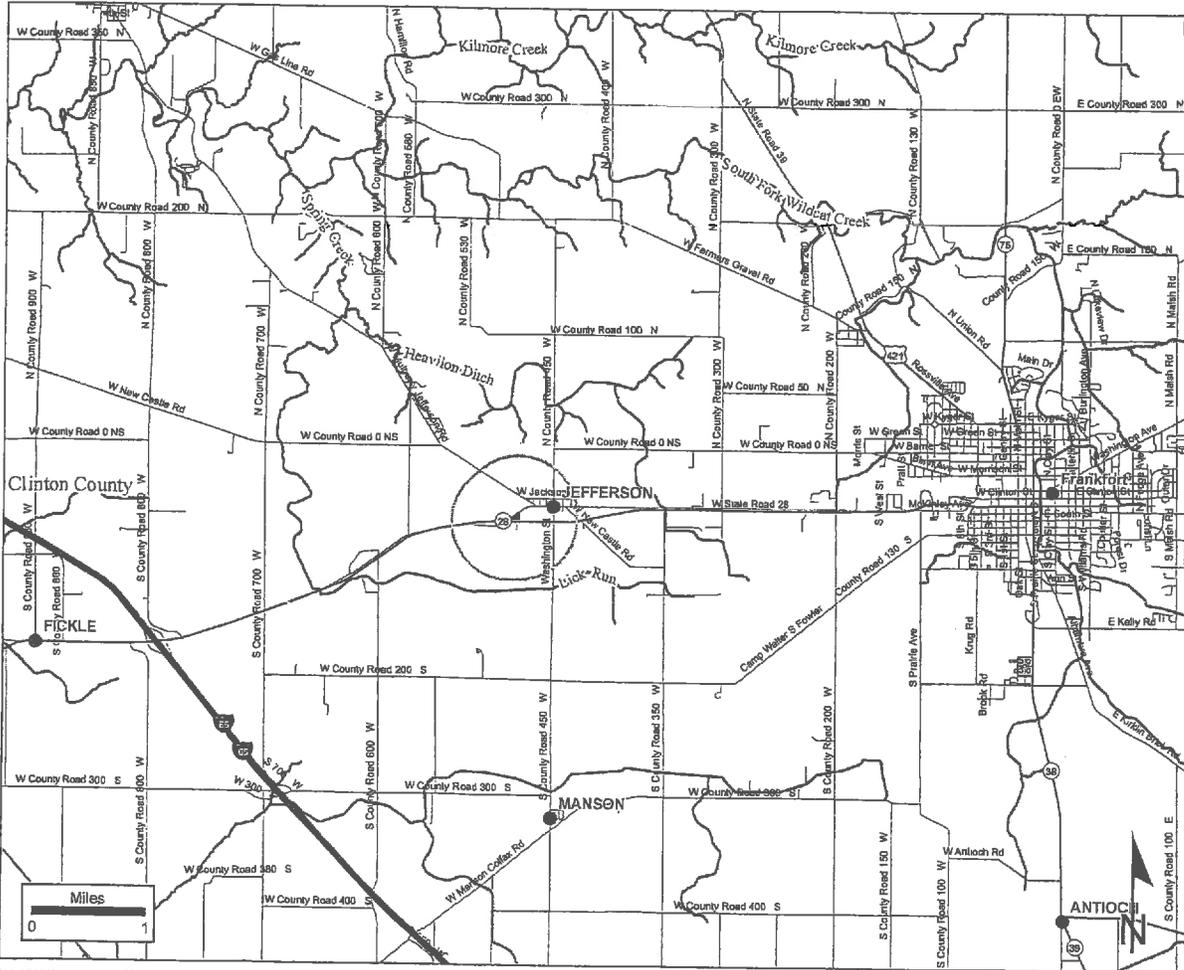
## Appendix B: Maps

Project Location Maps.....	B-1
USGS Quadrangle.....	B-2
Aerial Maps (2012 NAIP)	
Half-Mile Radius.....	B-3(a)
Project Area.....	B-3(b)
Soils.....	B-4

LA 3860, Parcel 24  
State Road (SR) 28 Excess Parcel; Clinton County, Indiana  
Project Location Map 1



© geology.com



LA 3860, Parcel 24  
 SR 28 Excess Parcel  
 Clinton County

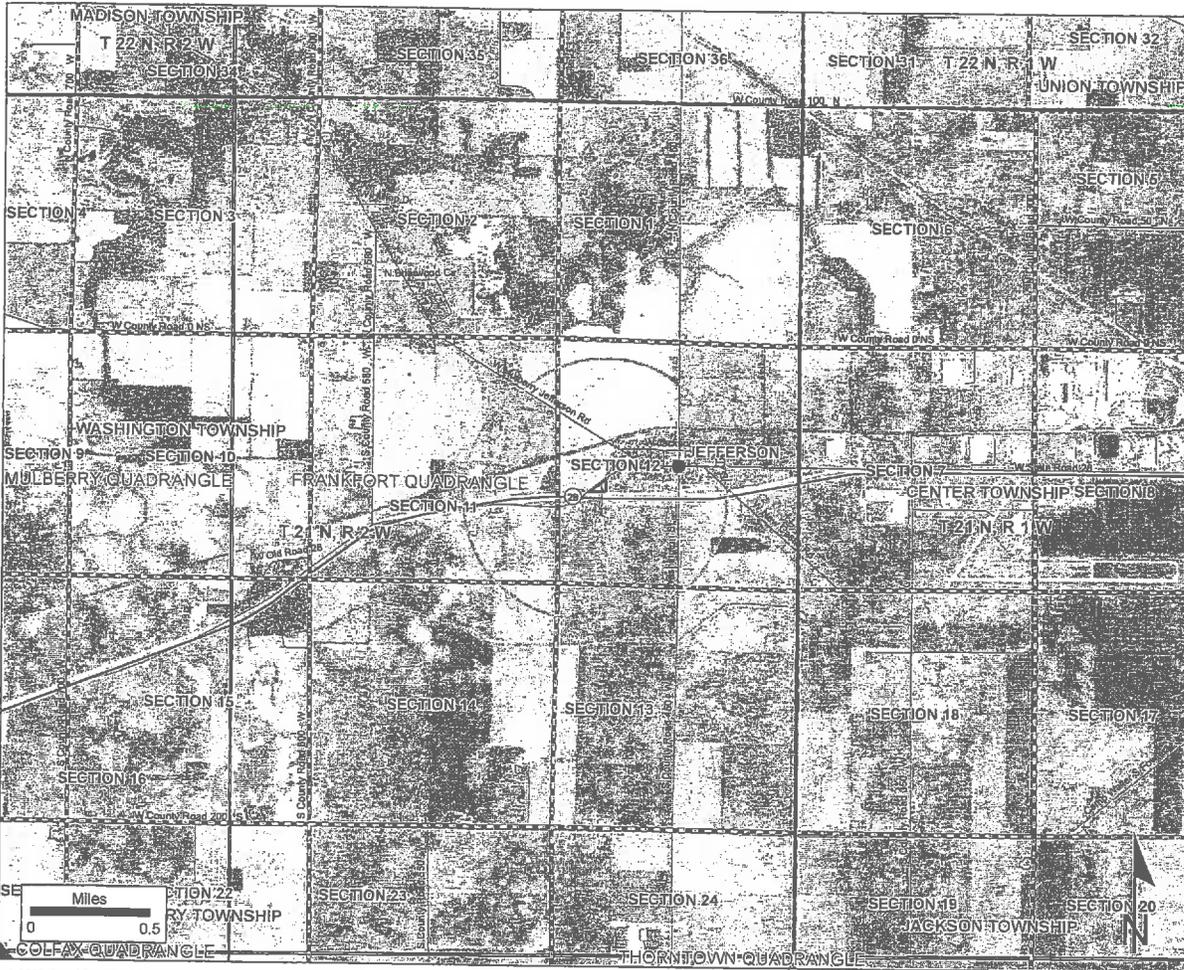
**Project Location Map #2**

- Project Area
- Half Mile Radius
- Streams (IDNR)
- Cities and Towns
- County Boundary
- Interstate
- State
- US
- Local

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

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

LA 3860, Parcel 24; SR 28 Excess Parcel



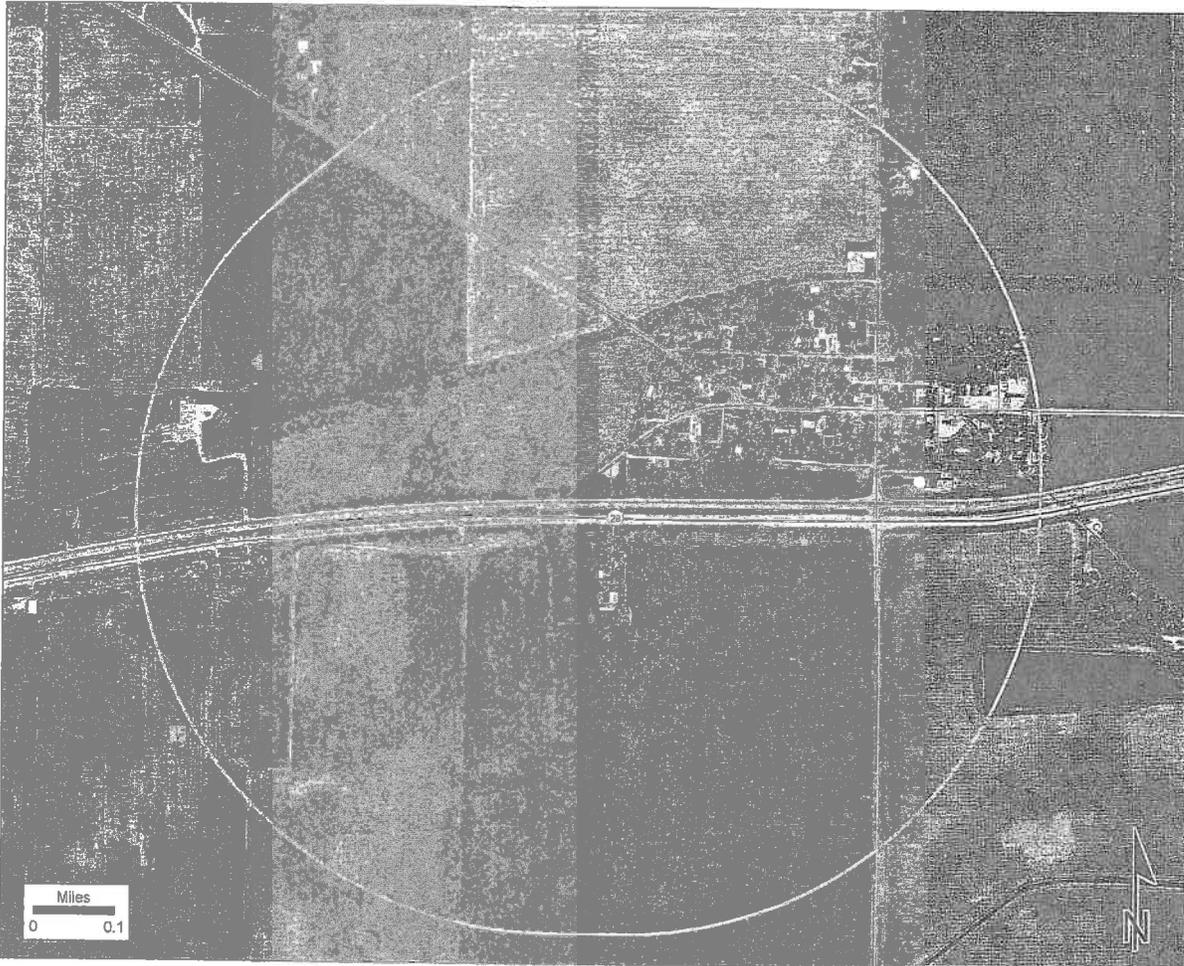
LA 3860, Parcel 24  
 SR 28 Excess Parcel  
 Clinton County

**USGS Quadrangle Map (1:24,000)**

- Project Area
- Half Mile Radius
- Township and Range
- USGS Sections
- Civil Townships
- Incorporated Areas
- Urban Areas
- Quadrangles\_24K\_USGS\_IN
- Interstate
- State
- US
- Local

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

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



**LA 3860, Parcel 24**

SR 28 Excess Parcel  
Clinton County

Aerial Photograph #1; Half-Mile Radius

**2012 NAIP Aerial Photography**

- Project Area
- Half Mile Radius
- Interstates
- State Routes
- US Routes
- Local Road

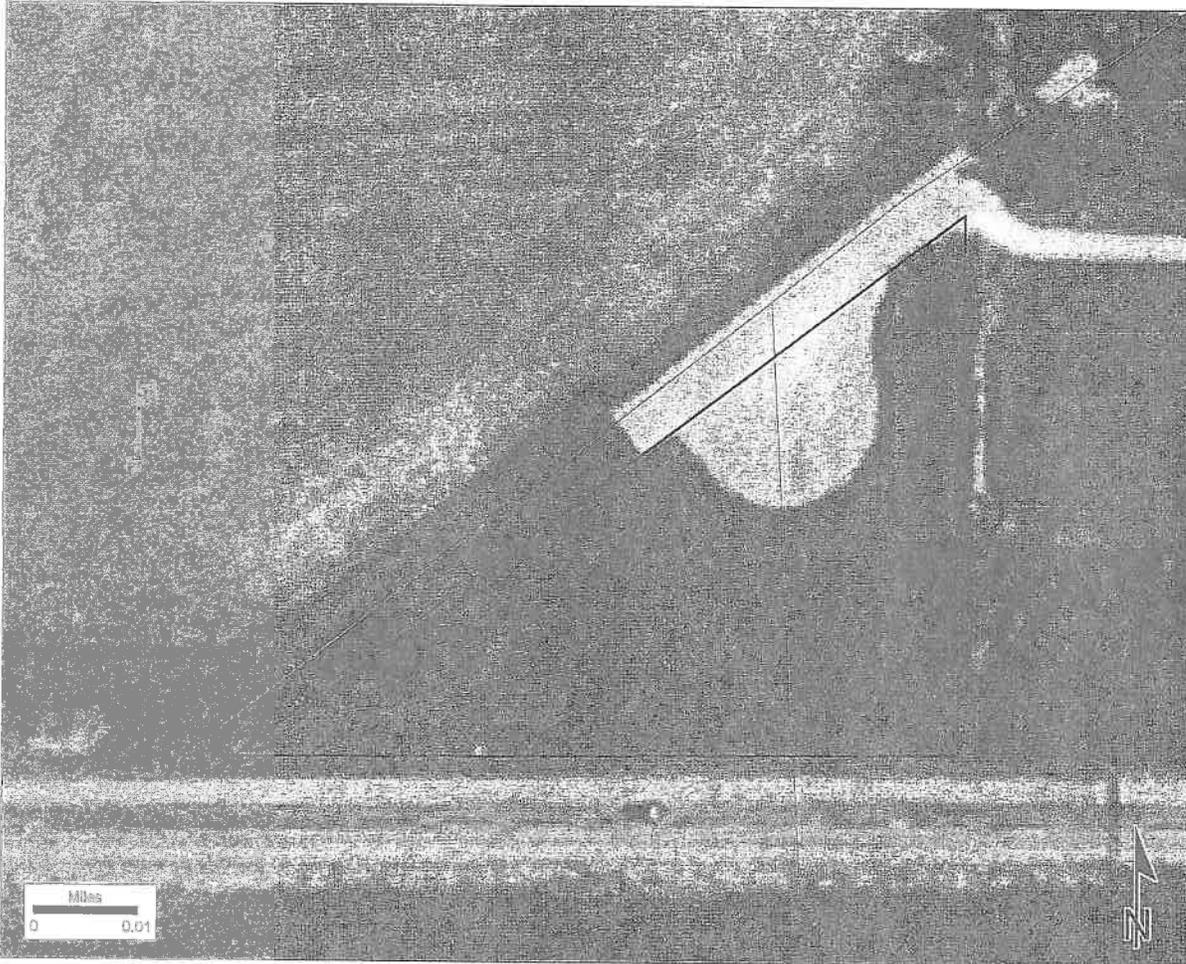
**NAIP/NAIP2012**

**RGB**

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

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

**SOURCE:**  
 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 16 N  
 Map Datum: NAD83



**LA 3860, Parcel 24**

SR 26 Excess Parcel  
Clinton County

Aerial Photograph #2; Project Area

**2012 NAIP Aerial Photography**

- Project Area
- Half Mile Radius
- Interstates
- State Routes
- US Routes
- Local Road

NAIP/NAIP2012  
RGB

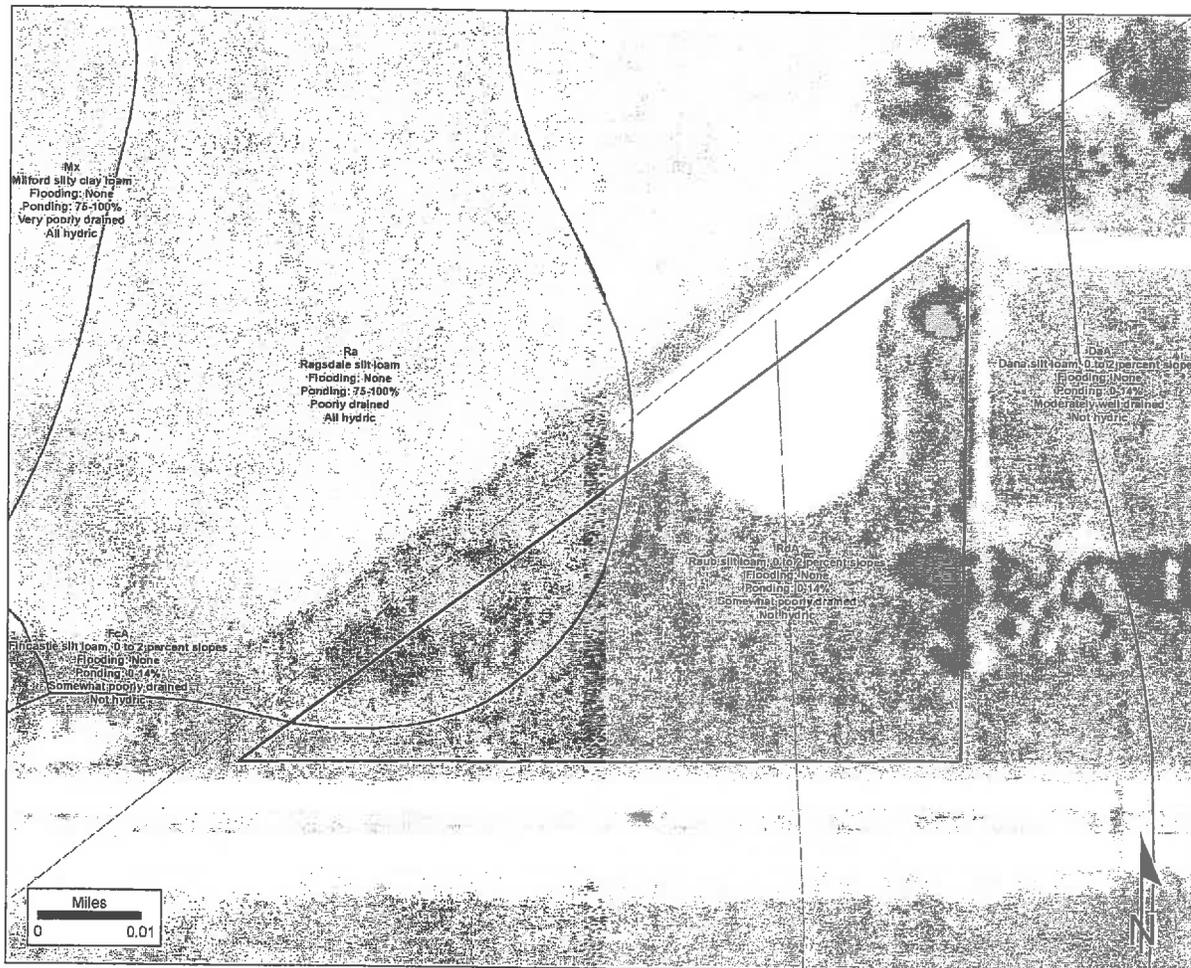
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

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

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

**LA 3860, Parcel 24**

SR 28 Excess Parcel  
Clinton County



**NRCS Soils**

- Project Area
- Half Mile Radius

**SSURGO Soil Units**

**Hydric Classifications**

- All hydric
- Not hydric
- Unknown

**Boundaries**

- Interstate
- State
- US
- Local

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

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

---

Appendix C: LA 3860, Parcel 24  
Warranty Deed

# INDOT

Acquisition  
Document

## 9DSE9

Scan Key	<b>386024</b>
LA Code	3860
Parcel No.	24
Owner	NAVA, ERASMO ET UX

RECEIVED FOR RECORD  
AT 2:30 P M

2002/9636

DEC 27 2002

*Linda A. Brammell*  
RECORDER, CLINTON CO. \$ N/C FEE  
88-001 SUPP

Form WL-2  
8/98

**WARRANTY DEED  
WITH PARTIAL LIMITATION OF ACCESS**

Project: STP-106-3(015)  
Code: 3860   
Parcel: 24 & 24A   
Page: 1 of       

THIS INDENTURE WITNESSETH, That Erasmus Nava and Betty Jo Nava,

the Grantor(s), of \_\_\_\_\_ County, State of \_\_\_\_\_ Convey(s) and  
Warrant(s) to the **STATE OF INDIANA**, the Grantee, for and in consideration of the sum off twenty Six Thousand  
Nine Hundred and Eighty Two Dollars (\$ 26,982.00 ) (of which said sum \$ 22,830.00  
\_\_\_\_\_ represents land and improvements acquired and \$ 4,152.00 represents  
damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the  
County of Clinton, State of Indiana, and which is more particularly described in the legal  
description attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B,"  
both of which exhibits are incorporated herein by reference.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from and  
across the highway facility known as SR-28 and as Project STP-106-3(15) to and  
from the Grantor(s) remaining lands along the line or lines specifically described in the said exhibits. This restriction is a  
covenant running with the land and shall be binding on the Grantor(s) and on all successors in title to the said abutting  
lands.

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

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

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

This Instrument Prepared By KELLY WHITEMAN  
ATTORNEY AT LAW  
Attorney at Law

TRANSACTION EXEMPT FROM SALES  
DISCLOSURE REQUIREMENTS UNDER  
IC6-1-1-5-5

ENTERED FOR TAXATION  
Dec 27 IS 2002  
*Linda A. Brammell*  
AUDITOR CLINTON CO. *LB*

Project: STP-106-3(015)  
Code: 3860  
Parcel: 24 & 24A  
Page: 2 of 2

IN WITNESS WHEREOF, the said Grantor(s) have executed this instrument this 10<sup>th</sup> day of October, 2002.

Erasmus Nava (Seal) \_\_\_\_\_ (Seal)  
Signature \_\_\_\_\_ Signature \_\_\_\_\_

Erasmus Nava \_\_\_\_\_  
Printed Name \_\_\_\_\_ Printed Name \_\_\_\_\_

Betty Jo Nava (Seal) \_\_\_\_\_ (Seal)  
Signature \_\_\_\_\_ Signature \_\_\_\_\_

Betty Jo Nava \_\_\_\_\_  
Printed Name \_\_\_\_\_ Printed Name \_\_\_\_\_

STATE OF Indiana :

COUNTY OF Clinton :

SS:

Before me, a Notary Public in and for said State and County, personally appeared Erasmus Nava and Betty Jo Nava,

the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be Their voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 10<sup>th</sup> day of October, 2002.

Leonard Divita  
Printed Name \_\_\_\_\_

My Commission expires 3-24-2008

I am a resident of Marion County.

Project: STP-106-3 (015) R/W

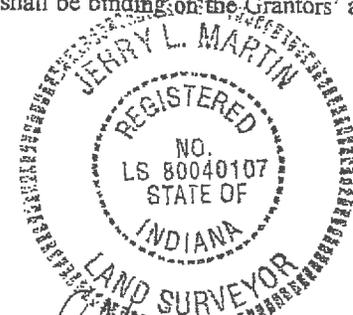
Code: 3860

Parcel 24 FEE WITH PARTIAL LIMITATION OF ACCESS

A part of the Northwest quarter of the Southwest Quarter of Section 12, Township 21 North, Range 2 West, Clinton County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing at the northeast corner of said quarter-quarter; thence South 45 degrees 21 minutes 13 seconds West 132.457 meters (434.57 feet) to a point in the centerline of old S.R. 28, designated as point "637" on said plat; thence South 01 degree 03 minutes 55 seconds West 78.015 meters (255.96 feet) along the eastern line of tract one of the grantors' land as described and recorded in Deed Record 91-1745, to a point, designated as point "638" on said plat and the point of beginning of this description: (1) thence South 01 degree 03 minutes 55 seconds West 80.013 meters (262.51 feet) continuing along said eastern line to a point, designated as point "641" on said plat; (2) thence North 89 degrees 58 minutes 23 seconds West 15.214 meters (49.92 feet) to a point, designated as point "682" on said plat; (3) thence North 89 degrees 58 minutes 23 seconds West 17.000 meters (55.77 feet) to a point, designated as point "683" on said plat; (4) thence North 89 degrees 58 minutes 23 seconds West 17.304 meters (56.77 feet) to a point, designated as point "642" on said plat; (5) thence southwesterly 114.761 meters (376.51 feet) along an arc to the left and having a radius of 4960.000 meters (16,272.97 feet) and subtended by a long chord having a bearing of South 89 degrees 21 minutes 51 seconds West and a length of 114.758 meters (376.50 feet) to a point on a western line of tract two of the grantors' land as described and recorded in Deed Record 94-0620, designated as point "643" on said plat; (6) thence North 12 degrees 40 minutes 43 seconds West 27.122 meters (88.98 feet) along said line to the northwesterly corner of said tract two on said centerline; (7) thence North 52 degrees 31 minutes 00 seconds East 89.712 feet (294.33 feet) along said centerline to a point, designated as point "640" on said plat; (8) thence northeasterly 49.553 meters (162.58 feet) along an arc to the right and having a radius of 5,040.000 meters (16,535.43 feet) and subtended by a long chord having a bearing of North 89 degrees 44 minutes 43 seconds East and a length of 49.553 meters (162.58 feet) to a point, designated as point "639" on said plat; (9) thence South 89 degrees 58 minutes 23 seconds East 50.968 meters (167.22 feet) to the point of beginning and containing 1.1691 hectares (2.889 acres), more or less, inclusive of the presently existing right-of-way which contains 0.0895 hectares (0.221 acres), more or less. The portion of the above-described real estate which is not already embraced within the presently existing right-of-way contains 1.0796 hectares (2.668 acres), more or less.

Together with the permanent extinguishments of all rights and easements of ingress and egress to, from and across the limited access facility (to be known as S. R. 28 and as Project STP-106-3(015)) to and from the Grantors' abutting lands along courses 2, 4, 5, 8 and 9 as described above. This restriction is a covenant running with the land and shall be binding on the Grantors' and on all successors in title to the abutting lands.

Also, subject to any and all easements, conditions and restrictions of record.



*Jerry L. Martin*  
 Jerry L. Martin  
 Registered Land Surveyor LS 80040107  
 State of Indiana

This description was prepared for the Indiana Department of Transportation by Jerry L. Martin, Indiana Registered Land Surveyor, License Number LS 80040107, on the 27th day of May 2000.

Project: STP-106-3 (015) R/W

Code: 3860

Parcel 24A FEE WITH PARTIAL LIMITATION OF ACCESS

A part of the Northwest quarter of the Southwest Quarter of Section 12, Township 21 North, Range 2 West, Clinton County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing at the northeast corner of said quarter-quarter; thence South 45 degrees 21 minutes 13 seconds West 132.457 meters (434.57 feet) to a point in the centerline of old S.R. 28, designated as point "637" on said plat and the point of beginning of this description: (1) thence South 01 degree 03 minutes 55 seconds West 78.015 meters (255.96 feet) along the eastern line of tract one of the grantors' land as described and recorded in Deed Record 91-1745, to a point, designated as point "638" on said plat; (2) thence North 89 degrees 58 minutes 23 seconds West 50.968 meters (167.22 feet) to a point, designated as point "639" on said plat; (3) thence southwesterly 49.553 meters (162.58 feet) along an arc to the left and having a radius of 5040.000 meters (16,535.43 feet) and subtended by a long chord having a bearing of South 89 degrees 44 minutes 43 seconds West and a length of 49.553 meters (162.58 feet) to a point on said centerline, designated as point "640" on said plat; (4) thence North 52 degrees 31 minutes 00 seconds East 128.503 meters (421.60 feet) along said centerline to the point of beginning and containing 0.3912 hectares (0.966 acres), more or less, inclusive of the presently existing right-of-way which contains 0.1086 hectares (0.268 acres), more or less. The portion of the above described real estate which is not already embraced within the presently existing right of way contains 0.2826 hectares (0.698 acres), more or less.

Together with the permanent extinguishments of all rights and easements of ingress and egress to, from and across the limited access facility (to be known as S. R. 28 and as Project STP-106-3(015)) to and from the Grantors' abutting lands along courses 2 and 3 as described above. This restriction is a covenant running with the land and shall be binding on the Grantors' and on all successors in title to the abutting lands.

Also, subject to any and all easements, conditions and restrictions of record.



*Jerry L. Martin*

Jerry L. Martin  
Registered Land Surveyor LS 80040107  
State of Indiana

This description was prepared for the Indiana Department of Transportation by Jerry L. Martin, Indiana Registered Land Surveyor, License Number LS 80040107, on the 27th day of May 2000.

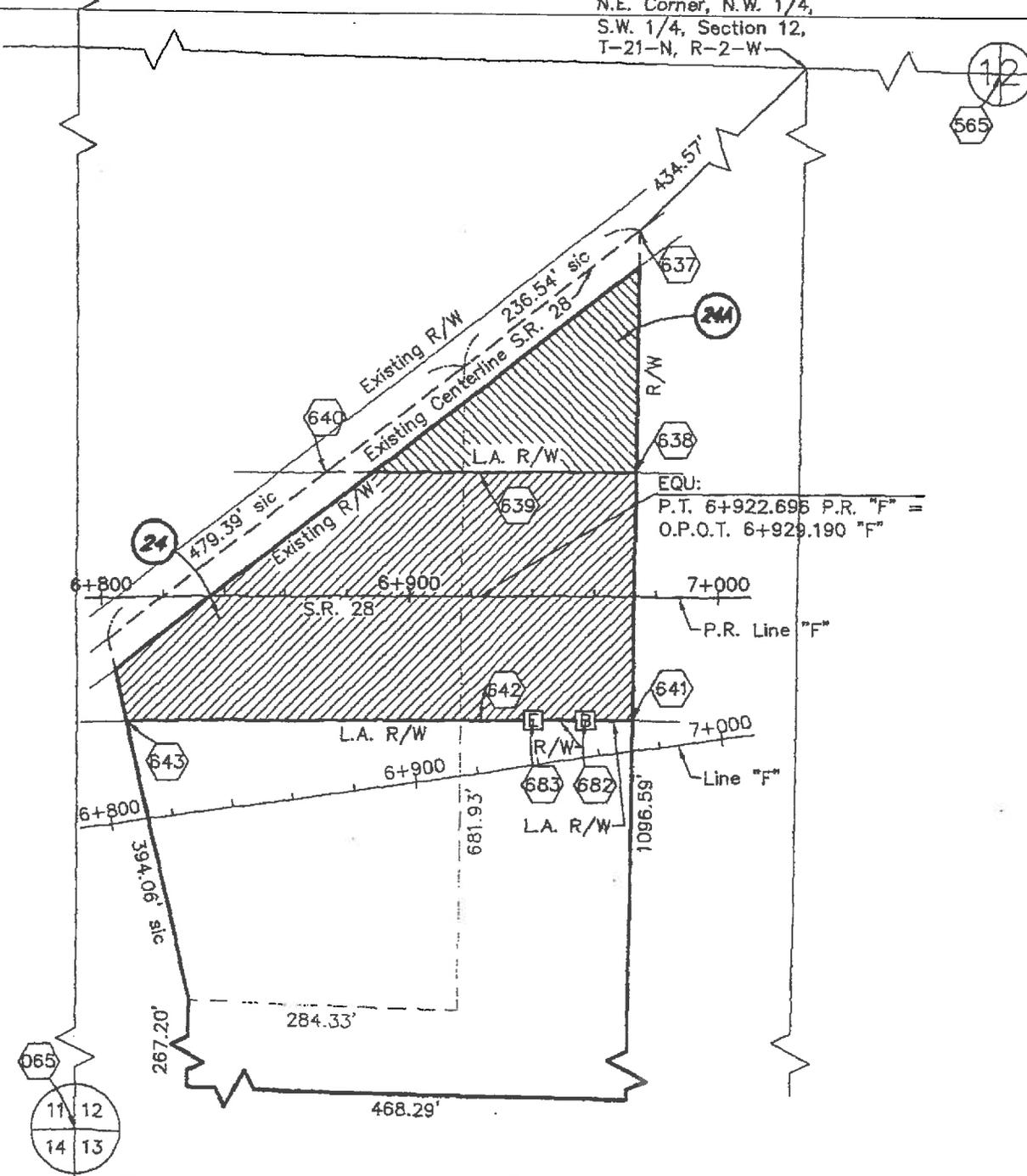
# EXHIBIT "B"

## RIGHT-OF-WAY PARCEL PLAT

Prepared for Indiana Department of Transportation  
by Martin Engineering Services, Inc. (Job STP-106-3(015)R/W)



N.E. Corner, N.W. 1/4,  
S.W. 1/4, Section 12,  
T-21-N, R-2-W



EQU:  
P.T. 6+922.696 P.R. "F" =  
O.P.O.T. 6+929.190 "F"

PARCEL: 24	OWNER: NAVA, ERASMO ET UX.	DRAWN BY: D.L. DOROGI 5/27/00
CODE: 3860		CHECKED BY: J.L. MARTIN 5/27/00
PROJECT: STP-106-3(015) R/W		DES. NO.: 9503450
ROAD: S.R. 28		
COUNTY: Clinton		
SECTION: 12		
TOWNSHIP: 21 N.		
RANGE: 2 W.		

HATCHED AREA IS THE APPROXIMATE TAKING  
 NOTE: DEED DIMENSIONS ARE IN ENGLISH

DEED RECORD 91-1745, DATED 05-16-91  
DEED RECORD 94-0620, DATED 02-03-94

DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS

PARCEL COORDINATE CHART (shown in meters)

Point	Centerline	Station	Offset	Northing	Easting
063*	N.A.			7815.4970	10279.9440
065*	N.A.			6229.6360	10273.8600
565*	N.A.			6957.7915	11081.6116
637	P.R. "F"	6+975.0779	118.002M	6873.7946	10596.2144
638	P.R. "F"	6+973.6642	40M	6795.7930	10594.7640
639	P.R. "F"	6+922.6961	40M	6795.8170	10543.7959
640	P.R. "F"	6+873.5362	40M	6795.5967	10494.2434
641	P.R. "F"	6+972.2143	40M	6715.7937	10593.2765
642	P.R. "F"	6+922.6961	40M	6715.8170	10543.7582
643	P.R. "F"	6+807.0096	40M	6714.5434	10429.0069
682	P.R. "F"	6+957	40M	6715.8009	10578.0622
683	P.R. "F"	6+940	40M	6715.8088	10561.0622

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

\* SEE LOCATION CONTROL ROUTE SURVEY PLAT.

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded in Instrument No. 98-370B in the Office of the Recorder of Clinton County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

*Jerry L. Martin* 5/27/00  
 Jerry L. Martin Date  
 Registered Land Surveyor LS 80040107  
 State of Indiana



PARCEL: 24	OWNER: NAVA, ERASMO ET UX.	DRAWN BY: D.L. DOROGI 5/27/00
CODE: 3860		CHECKED BY: J.L. MARTIN 5/27/00
PROJECT: STP-106-3(015) R/W		DES. NO.: 9503450
ROAD: S.R. 28		
COUNTY: Clinton		
SECTION: 12		
TOWNSHIP: 21 N.		
RANGE: 2 W.		

RECEIVED FOR RECORD

AT 2:30 P M

DEC 27 2002

2002/9637

*Linda A. Brammell*  
RECORDER, CLINTON CO. \$ NIC FEE  
\$3.00 SUPP

Form T-1  
8/98

**TEMPORARY HIGHWAY EASEMENT GRANT  
(FOR CONSTRUCTION OF A DRIVEWAY)**

**TITLE ACQUIRED BY:**

Deed Record 91-1745  
Deed Record 94-0620

Project: STP-106-3(015)  
Code: 3860  
Parcel: 24B  
Page: 1 of 3

THIS INDENTURE WITNESSETH, That Erasmio Nava and Betty Jo Nava,

the Grantor(s), of Clinton, County, State of Indiana Grant(s) to the STATE OF INDIANA, the Grantee, for and in consideration of the sum of Eighteen Dollars and NO/100--- Dollars (\$18.00) (of which said sum \$ 18.00 represents land temporarily encumbered and improvements acquired and \$ ---0--- represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantor(s) for the purpose of constructing thereupon a driveway servicing to the Grantor(s) property to and from that highway facility known as St. Rd. 28 and as Project STP-106-3(015), which said Real Estate situated in the County of CLINTON, State of Indiana, and which is more particularly described in the legal description attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantor(s) and/or the Grantor(s) successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantor(s).

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

This Instrument Prepared By \_\_\_\_\_

**KELLY WHITEMAN  
ATTORNEY AT LAW**

Attorney at Law

TRANSACTION EXEMPT FROM SALES  
DISCLOSURE REQUIREMENTS UNDER  
IC6-1-1-5-5

Project: STP-106-3(015)  
Code: 3860  
Parcel: 24B  
Page: 2 of 3

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the State of Indiana except: \_\_\_\_\_

\_\_\_\_\_  
N/A  
\_\_\_\_\_

The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor(s), for the purpose of inducing the State of Indiana to accept this grant and to pay the hereinbefore referenced consideration, represent(s) that the Grantor(s) They the owner(s) in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

Project: STP-106-3(015)  
Code: 3860  
Parcel: 24B  
Page: 3 of 3

IN WITNESS WHEREOF, the said Grantor(s) have executed this instrument this 10<sup>th</sup> day of October, 2002.

Erasmus Nava (Seal) \_\_\_\_\_ (Seal)  
Signature \_\_\_\_\_ Signature \_\_\_\_\_  
Erasmus Nava \_\_\_\_\_  
Printed Name \_\_\_\_\_ Printed Name \_\_\_\_\_

Betty Jo Nava (Seal) \_\_\_\_\_ (Seal)  
Signature \_\_\_\_\_ Signature \_\_\_\_\_  
Betty Jo Nava \_\_\_\_\_  
Printed Name \_\_\_\_\_ Betty Jo Nava  
Printed Name \_\_\_\_\_

STATE OF Indiana :  
COUNTY OF Clinton : SS:

Before me, a Notary Public in and for said State and County, personally appeared Erasmus Nava and Betty Jo Nava,

the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be Their voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 10<sup>th</sup> day of October, 2002.

Leonard Divita  
Leonard Divita  
Printed Name \_\_\_\_\_

My Commission expires 3-24-2008

I am a resident of Marion County.

T-1

EXHIBIT "A"

SHEET 1 OF 1

Project: STP-106-3 (015) R/W

Code: 3860

Parcel 24B: TEMPORARY RIGHT OF WAY FOR DRIVE CONSTRUCTION

A part of the Northwest quarter of the Southwest Quarter of Section 12, Township 21 North, Range 2 West, Clinton County, Indiana, described as follows: ~~Commencing at the northeast corner of said quarter-quarter, thence South 45 degrees 21 minutes 13 seconds West 132.457 meters (434.57 feet) to a point in the centerline of old S.R. 28; thence South 01 degree 03 minutes 55 seconds West 158.028 meters (518.47 feet) along the eastern line of tract one of the grantors' land as described and recorded in Deed Record 91-1745, to a point; thence North 89 degrees 58 minutes 23 seconds West 15.214 meters (49.92 feet) to the point of beginning of this description: thence South 38 degrees 41 minutes 12 seconds West 6.403 meters (21.01 feet) to a point; thence North 89 degrees 58 minutes 23 seconds West 8.000 meters (26.25 feet) to a point; thence North 44 degrees 58 minutes 23 seconds West 7.071 meters (23.20 feet) to a point; thence South 89 degrees 58 minutes 23 seconds East 17.000 meters (55.77 feet) to the point of beginning and containing 0.0062 hectares (0.015 acres), more or less.~~



A handwritten signature in cursive script that reads "Jerry L. Martin".

Jerry L. Martin  
Registered Land Surveyor LS 80040107  
State of Indiana

This description was prepared for the Indiana Department of Transportation by Jerry L. Martin, Indiana Registered Land Surveyor, License Number LS 80040107, on the 27th day of May 2000.

---

# Appendix D: Cultural Resources (Section 106)

Archaeological Short Report (Conclusions) .....	D-1
Early Coordination Letter to DHPA (Review Request Submittal).....	D-2
DHPA Concurrence Letter.....	D-3



# INDIANA ARCHAEOLOGICAL SHORT REPORT

State Form 54566 (1-11)

## INDIANA DEPARTMENT OF NATURAL RESOURCES DIVISION OF HISTORIC PRESERVATION AND ARCHAEOLOGY

402 West Washington Street, Room W274  
Indianapolis, Indiana 46204-2739  
Telephone Number: (317) 232-1646  
Fax Number: (317) 232-0693  
E-mail: [dhpa@dnr.IN.gov](mailto:dhpa@dnr.IN.gov)

Where applicable, the use of this form is recommended but not required by the Division of Historic Preservation and Archaeology.

Author:

Date (month, day, year):

Project Title:

### PROJECT OVERVIEW

Project Description:

INDOT Designation Number/ Contract Number:  Project Number:

DHPA Number:  Approved DHPA Plan Number:

Prepared For:

Contact Person:

Address:

City:  State:  ZIP Code:

Telephone Number:  Email Address:

Principal Investigator:

Signature:

Company/Institution:

Address:

City:  State:  ZIP Code:

Telephone Number:  Email Address:

Comments:

Soils were generally completely disturbed except along the eastern edge of the parcel. Disturbed soils in the vicinity of Old SR 28 were finely mixed and may be SR 28 fill soils. Disturbed soils along the southern boundary away from Old SR 28 consisted of very coarsely mixed soils. The negative probe excavated directly south of the cul-de-sac consisted of approximately 15 cm of mixed soil over intact soil. Intact soil consisted of 30-40 cm of very dark brown silty clay loam over a mottled yellowish brown to brownish yellow silty clay.

No evidence for the presence of cultural resources within or adjacent to the survey area was noted, and no additional investigation within the survey area is recommended.

### Recommendation

- The archaeological records check has determined that the project area has the potential to contain archaeological resources and a Phase Ia archaeological reconnaissance is recommended.
- The archaeological records check has determined that the project area does not have the potential to contain archaeological resources and no further work is recommended before the project is allowed to proceed.
- The Phase Ia archaeological reconnaissance has located no archaeological sites within the project area and it is recommended that the project be allowed to proceed as planned.

The Phase Ia archaeological reconnaissance has determined that the project area includes landforms which  have the potential to contain buried archaeological deposits. It is recommended that Phase Ic archaeological subsurface reconnaissance be conducted before the project is allowed to proceed.

The Phase Ia archaeological reconnaissance has determined that the project area is within 100 feet of a cemetery and a Cemetery Development Plan is required per IC-14-21-1-26.5.

Cemetery Name:

Other Recommendations/Commitments:

**Pursuant to IC-14-21-1, if any archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646.**

### Attachments

- Figure showing project location within Indiana.
- USGS topographic map showing the project area (1:24,000 scale).
- Aerial photograph showing the project area, land use and survey methods.
- Photographs of the project area.
- Project plans (if available)

Other Attachments:



# REVIEW REQUEST SUBMITTAL

State Form 55031 (7-12)

Indiana Department of Natural Resources

Division of Historic Preservation and Archaeology, Indiana State Historic Preservation Office (SHPO)



*Please complete this form and attach it to front of all submittals, along with any reports or supplemental materials you are providing to the Indiana DHPA for review.*

Date: May 9, 2013

Is this a new submission?  Yes  No

Reference for previous submittals: DHPA # \_\_\_\_\_ Des. No. \_\_\_\_\_

### THIS REVIEW REQUEST SUBMITTED BY:

Name: Matt Coon

Company/Organization: INDOT-CRO

Address: 100 N Senate Ave, Room N642

Telephone number: 317-233-2083 Email address: mcoon@indot.in.gov

### PROJECT NAME & LOCATION [Please attach a map with location(s) marked]

Project Name/Reference: SR 28 Parcel 24 Disposal Project/ Des # LA 3860

Project Address/Location: Old SR 28

City: Jefferson Township(s): Washington

County/COUNTIES: Clinton

### STATE OR FEDERAL AGENCY INVOLVEMENT

Agency: INDOT Program: \_\_\_\_\_

Type of funds, license, or permit to be obtained (if applicable): \_\_\_\_\_

Name(s) of Agency Contact: Patrick Carpenter

Address: INDOT-CRO, 100 N Senate Ave, Room N642, Indianapolis, IN 46204

Telephone number: 317-233-2061 Email address: pacarpenter@indot.in.gov

### APPLICANT (if different than Federal Agency) If available, please attach copy of authorization letter from federal agency

Applicant: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Email address: \_\_\_\_\_

CONSULTANT FOR THE APPLICANT OR AGENCY (IF APPLICABLE)

Consultant: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Email address: \_\_\_\_\_

Contact for DHPA questions regarding this review request: Matt Coon

Comments: See attachment.
------------------------------

*Please note that incomplete submissions may result in delays. To ensure an expeditious review, please be sure that the following has been provided:*

- Full contact information for person/entity submitting form, including phone number and email (if available)
- Map of project location with project area(s) clearly marked (provided in current or previous submission)
- Clear photographs of project area and surroundings
- Project description
- Description of any proposed ground disturbance
- Name of Federal agency/agencies and program providing funds, license, or permit
- Letter of authorization from Federal agency/agencies (if applicable)

Return this Form and Attachments to:

Indiana Department of Natural Resources  
Division of Historic Preservation and Archaeology  
402 W. Washington Street, Room W274  
Indianapolis, Indiana 46204

<http://www.in.gov/dnr/historic>



Indiana Department of Natural Resources

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

Michael R. Pence, Governor  
Cameron F. Clark, Director



June 10, 2013

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

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

Re: Archaeological short report (Coon, 5/9/13) for the disposal of SR 28 excess parcel 24 (Project No. LA 3860; DHPA No. 14935)

Dear Mr. Carpenter:

Pursuant to Indiana Code 14-21-1-14 the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology ("DHPA") has conducted a review of the materials dated May 9, 2013, and received by the DHPA on May 10, 2013, for the above indicated project in Washington Township, Clinton County, Indiana.

Based on the information provided, to the best of our knowledge, we do not believe that the property contains a historic site or historic structure.

If you have any further questions regarding this determination, please contact the DHPA. Questions about archaeological issues should be directed to If you have questions about archaeological issues please contact Wade T. Tharp at (317) 232-1650 or wtharp1@dnr.IN.gov. Questions about historic buildings or structures pertaining to this project should be directed to Ashley Thomas at (317) 234-7034 or asthomas@dnr.IN.gov. Additionally, in all future correspondence regarding the above indicated project, please refer to DHPA No. 14935.

Very truly yours,

Chris Smith  
Deputy Director  
Indiana Department of Natural Resources

CS:ADT:WTT:wt

emc: Patrick A. Carpenter, Indiana Department of Transportation  
Mary Kennedy, Indiana Department of Transportation  
Shaun Miller, Indiana Department of Transportation  
Melany Prather, Indiana Department of Transportation

---

# Appendix E: Red Flag Investigation

Summary.....	E-1 (pgs. 1-5)
Attachments	
Topography Map.....	E-1 (pg. 6)
Infrastructure Map.....	E-1 (pg. 7)
Water Resources Map.....	E-1 (pg. 8)
Hazardous Materials Map.....	E-1 (pg. 9)
Indiana County Endangered, Threatened and Rare Species List (Clinton County) .....	E-1 (pg. 10)



# 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

**Michael R. Pence, Governor**  
**Michael B. Cline, Commissioner**

Date: June 4, 2013

To: Bert Herron  
Real Estate & RW Program Director  
41 West 300 North  
Crawfordsville, IN 47933

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

Re: RED FLAG INVESTIGATION  
LA 3860-24 Excess Parcel  
State Road 28  
Clinton County, Indiana

## **NARRATIVE**

This RFI is being performed for the sale of an excess parcel. INDOT has decided that this surplus land will not be needed for right-of-way, transportation, or other operational purposes. The legal description of the property is as follows:

A part of the Northwest quarter of the Southwest Quarter of Section 12, Township 21 North, Range 2 West, Clinton County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing at the northeast corner of said quarter-quarter; thence South 45 degrees 21 minutes 13 seconds West 132.457 meters (434.57 feet) to a point in the centerline of old S.R. 28, designated as point "637" on said plat; thence South 01 degree 03 minutes 55 seconds West 78.015 meters (255.96 feet) along the eastern line of tract one of the grantors' land as described and recorded in Deed Record 91-1745, to a point, designated as point "638" on said plat and the point of beginning of this description: (1) thence South 01 degree 03 minutes 55 seconds West 80.013 meters (262.51 feet) continuing along said eastern line to a point, designated as point "641" on said plat; (2) thence North 89 degrees 58 minutes 23 seconds West 15.214 meters (49.92 feet) to a point, designated as point "682" on said plat; (3) thence North 89 degrees 58 minutes 23 seconds West 17.000 meters (55.77 feet) to a point, designated as point "683" on said plat; (4) thence North 89 degrees 58 minutes 23 seconds West 17.304 meters (56.77 feet) to a point, designated as point "642" on said plat; (5) thence southwesterly 114.761 meters (376.51 feet) along an arc to the left and having a radius of 4960.000 meters (16,272.97 feet) and subtended by a long chord having a bearing of South 89 degrees 21 minutes 51 seconds West and a length of 114.758 meters (376.50 feet) to a point on a western line of tract two of the grantors' land as described and recorded in Deed Record 94-0620, designated as point "643" on said plat; (6) thence North 12 degrees 40 minutes 43 seconds West 27.122 meters (88.98 feet) along said line to the northwesterly corner of said tract two on said centerline; (7) thence North 52 degrees 31 minutes 00 seconds East 89.712 feet (294.33 feet) along said centerline to a point, designated as point "640" on said plat; (8) thence northeasterly 49.553 meters (162.58 feet) along an arc to the right and having a radius of 5,040.000 meters (16,535.43 feet) and subtended by a long chord having a bearing of North 89 degrees 44 minutes 43 seconds East and a length of 49.553 meters (162.58 feet) to a point, designated as point "639" on said plat;

[www.in.gov/dot/](http://www.in.gov/dot/)

***An Equal Opportunity Employer***

(9) thence South 89 degrees 58 minutes 23 seconds East 50.968 meters (167.22 feet) to the point of beginning and containing 1.1691 hectares (2.889 acres), more or less, inclusive of the presently existing right-of-way which contains 0.0895 hectares (0.221 acres), more or less. The portion of the above described real estate which is not already embraced within the presently existing right-of-way contains 1.0796 hectares (2.668 acres), more or less.

Together with the permanent extinguishments of all rights and easements of ingress and egress to, from and across the limited access facility (to be known as S. R 28 and as Project STP-106-3(015)) to and from the Grantor's abutting lands along courses 2, 4, 5, 8, and 9 as described above. This restriction is a covenant running with the land and shall be binding on the Grantor's and on all successors in title to the abutting lands.

Also, subject to any and all easements, conditions and restrictions of record.

**SUMMARY**

<b>Infrastructure</b>			
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	N/A
Airports	N/A	Pipelines	1
Cemeteries	N/A	Railroads	4
Hospitals	N/A	Trails	N/A
Schools	N/A	Managed Lands	N/A

Explanation:

Pipelines: One (1) pipeline is located within the 0.5 mile search radius, located approximately 0.2 mile to the south. No impact is expected from the sale of the parcel.

Railroads: Four (4) railroads are located within the 0.5 mile search radius. No impact is expected from the sale of the parcel.

<b>Water Resources</b>			
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	4
Karst Springs	N/A	IDEM 303d Listed Lakes	N/A
Canal Structures – Historic	N/A	Lakes	N/A
NWI - Lines	N/A	Floodplain - DFIRM	N/A
IDEM 303d Listed Rivers and Streams (Impaired)	N/A	Cave Entrance Density	N/A
Rivers and Streams	N/A	Sinkhole Areas	N/A
Canal Routes - Historic	N/A	Sinking-Stream Basins	N/A

Explanation:

NWI – Wetlands: Four (4) wetlands are located within the 0.5 mile search radius. No impact is expected from the sale of the parcel.

<b>Mining/Mineral Exploration</b>			
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: No mining / mineral resources were noted within the 0.5 mile radius.

<b>Hazmat Concerns</b>			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Brownfield Sites	N/A	Restricted Waste Sites	N/A
Corrective Action Sites (RCRA)	N/A	Septage Waste Sites	N/A
Confined Feeding Operations	N/A	Solid Waste Landfills	N/A
Construction Demolition Waste	N/A	State Cleanup Sites	1
Industrial Waste Sites (RCRA Generators)	N/A	Tire Waste Sites	N/A
Infectious/Medical Waste Sites	N/A	Waste Transfer Stations	N/A
Lagoon/Surface Impoundments	N/A	RCRA Waste Treatment, Storage, and Disposal Sites (TSDs)	N/A
Leaking Underground Storage Tanks (LUSTs)	N/A	Underground Storage Tanks	2
Manufactured Gas Plant Sites	N/A	Voluntary Remediation Program	N/A
NPDES Facilities	N/A	Superfund	N/A
NPDES Pipe Locations	N/A	Institutional Control Sites	N/A
Open Dump Sites	N/A		

Explanation:

State Cleanup Sites: One (1) state cleanup site is located within the 0.5 mile search radius, located at approximately 0.37 mile to the east. No impact is expected from the sale of the parcel.

Underground Storage Tanks: Two (2) USTs are located within the 0.5 mile search radius, and the nearest is approximately 0.32 mile to the east. No impact is expected from the sale of the parcel.

### Ecological Information

The Clinton 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.

*www.in.gov/dot/  
An Equal Opportunity Employer*

Research into the Indiana Heritage database revealed no ETR species within a 0.5 mile radius of the subject parcel. The sale of the subject parcel is not expected to impact ETR species or high quality natural communities.

### Cultural Resources

The following is an excerpt from an April 9, 2013, e-mail from Susan Branigin, INDOT Environmental Services Cultural Resources:

*"With regard to above-ground resources, no buildings are located on LA #3860, Parcel 24. Nonetheless, the State and National Register of Historic Places (National Register) lists for Clinton County were checked by an INDOT- Cultural Resources Office (CRO) historian who meets the Secretary of the Interior's Professional Qualification Standards per 36 CFR Part 61. No listed resources were located in or near the subject parcel.*

*The Clinton County Interim Report (1997) of the Indiana Historic Sites and Structures Inventory (IHSSI) was consulted (Washington Township; Jefferson Scattered Sites). No surveyed Washington Township or Jefferson Scattered Sites resources are recorded on or adjacent the subject parcel. The parcel is immediately surrounded by agricultural land to the west and north, and residences to the east. The subject parcel abuts SR 28 to the south.*

*In consideration of the above facts, INDOT does not think that the sale of this parcel is an activity that has the potential to cause effects on any above-ground resources eligible for or listed in the National Register. Therefore, no further investigations or review are warranted, and the provisions of IC 14-21-1-18 with respect to above-ground resources have been satisfied."*

The following is taken from a May 9, 2013, Indiana Archeological Short Report prepared by Matt Coon with INDOT Environmental Services Cultural Resources:

"The Phase Ia archaeological reconnaissance has located no archaeological sites within the project area and no impacts are expected."

### 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

HAZMAT CONCERNS: N/A

ECOLOGICAL INFORMATION: N/A

CULTURAL RESOURCES: N/A

INDOT Environmental Services concurrence:

Marlene Mathas

Digitally signed by Marlene Mathas  
DN: cn=Marlene Mathas, o=INDOT  
Environmental Services, ou=Hazardous  
Materials, email=mmathas@indot.in.gov, c=US  
Date: 2013.06.05 15:23:29 -0400

(Signature)

[www.in.gov/dot/](http://www.in.gov/dot/)  
**An Equal Opportunity Employer**

Prepared by:  
Kirstin Kiefer  
Hazardous Materials  
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

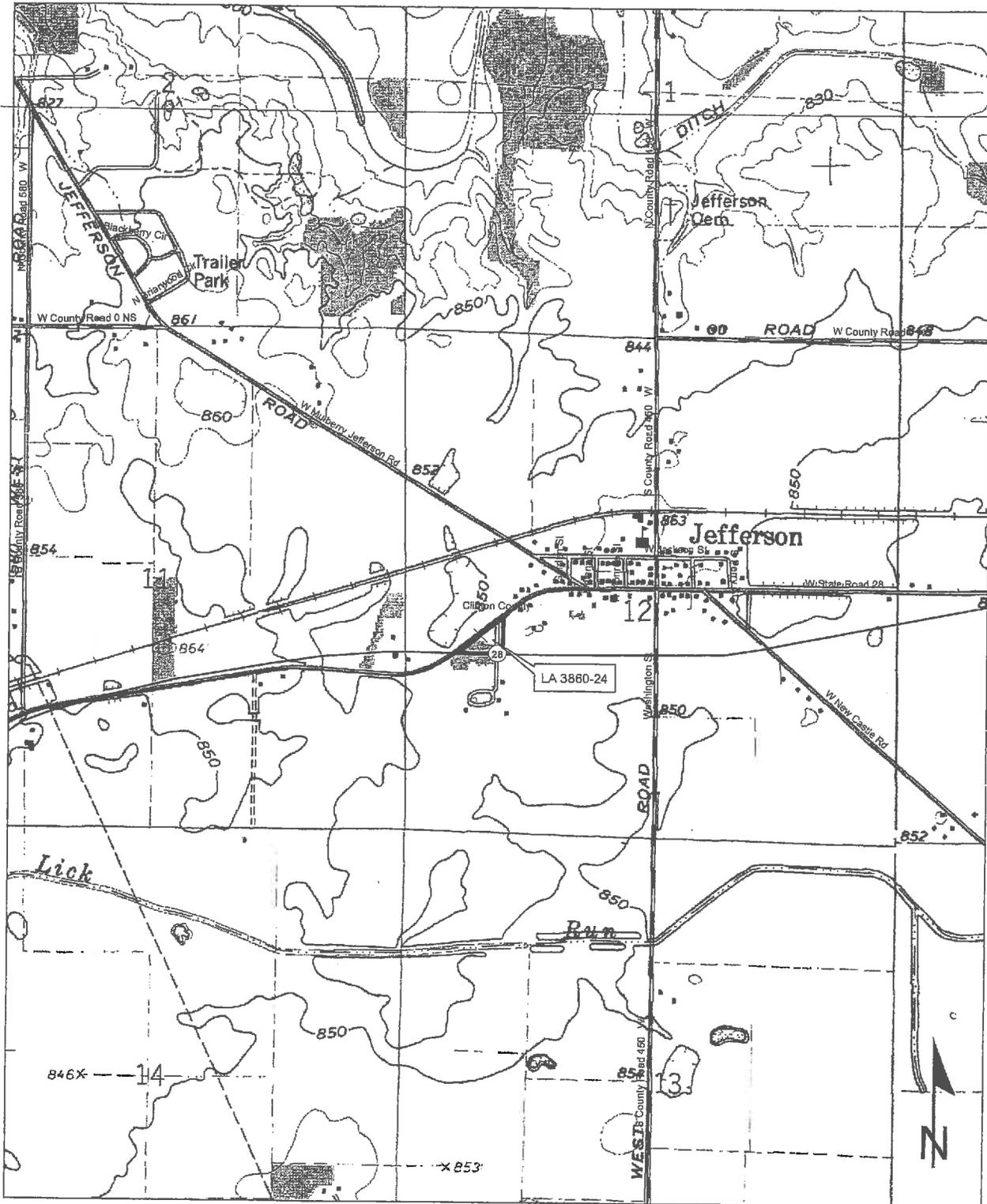
INFRASTRUCTURE: YES

WATER RESOURCES: YES

MINING/MINERAL EXPLORATION: N/A

HAZMAT CONCERNS: YES

Red Flag Investigation - Site Location Map  
 State Road 28  
 LA 3860-24 Excess Parcel  
 Clinton County, Indiana

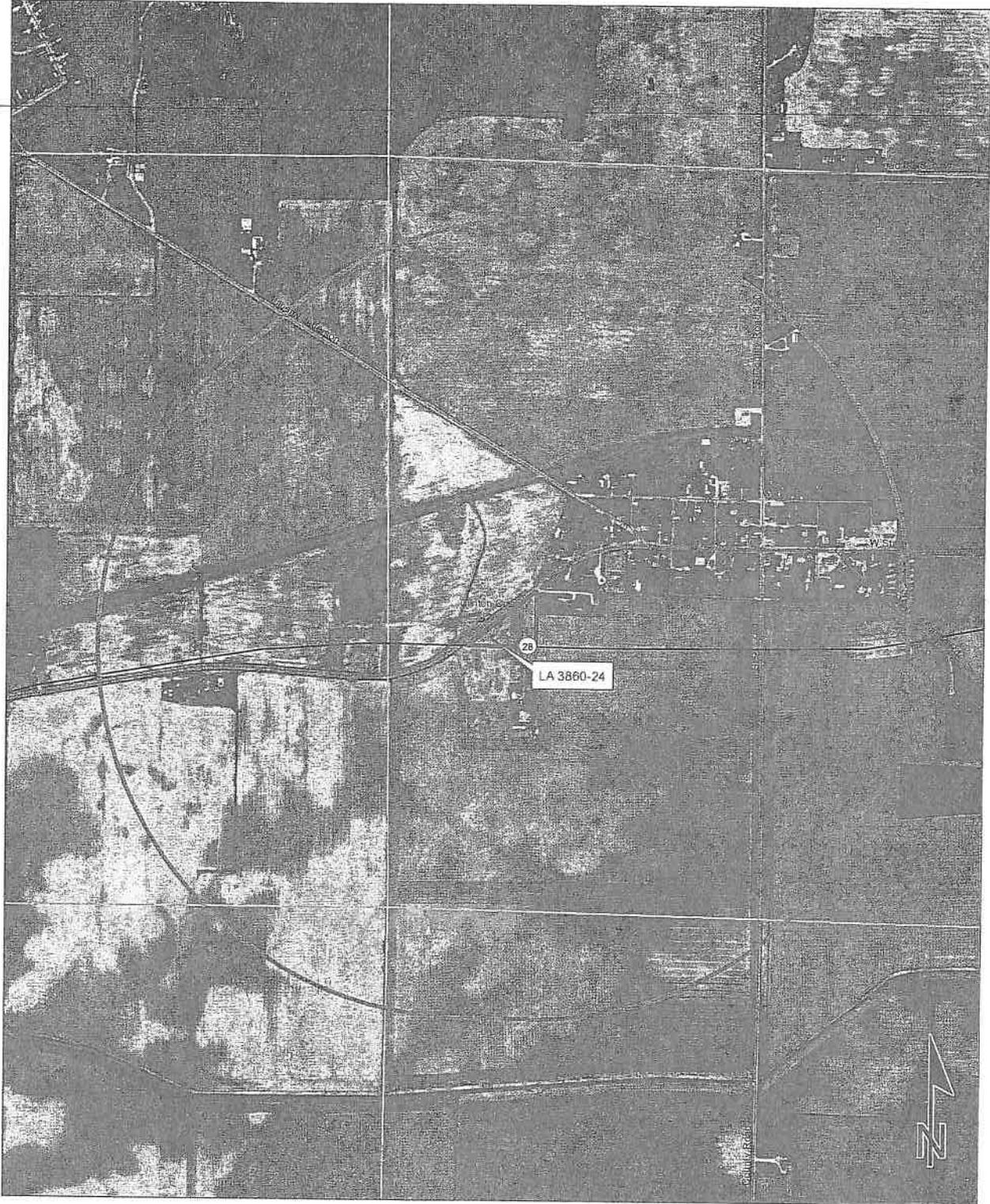


Sources: 0.25 0.125 0 0.25 Miles  
**Non Orthophotography**  
 Data - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
 Map Projection: UTM Zone 16 N Map Datum: NAD83

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

SULPHUR SPRINGS  
 QUADRANGLE  
 INDIANA  
 7.5 MINUTE SERIES

Red Flag Investigation - Infrastructure Map  
 State Road 28  
 LA 3860-24 Excess Parcel  
 Clinton County, Indiana



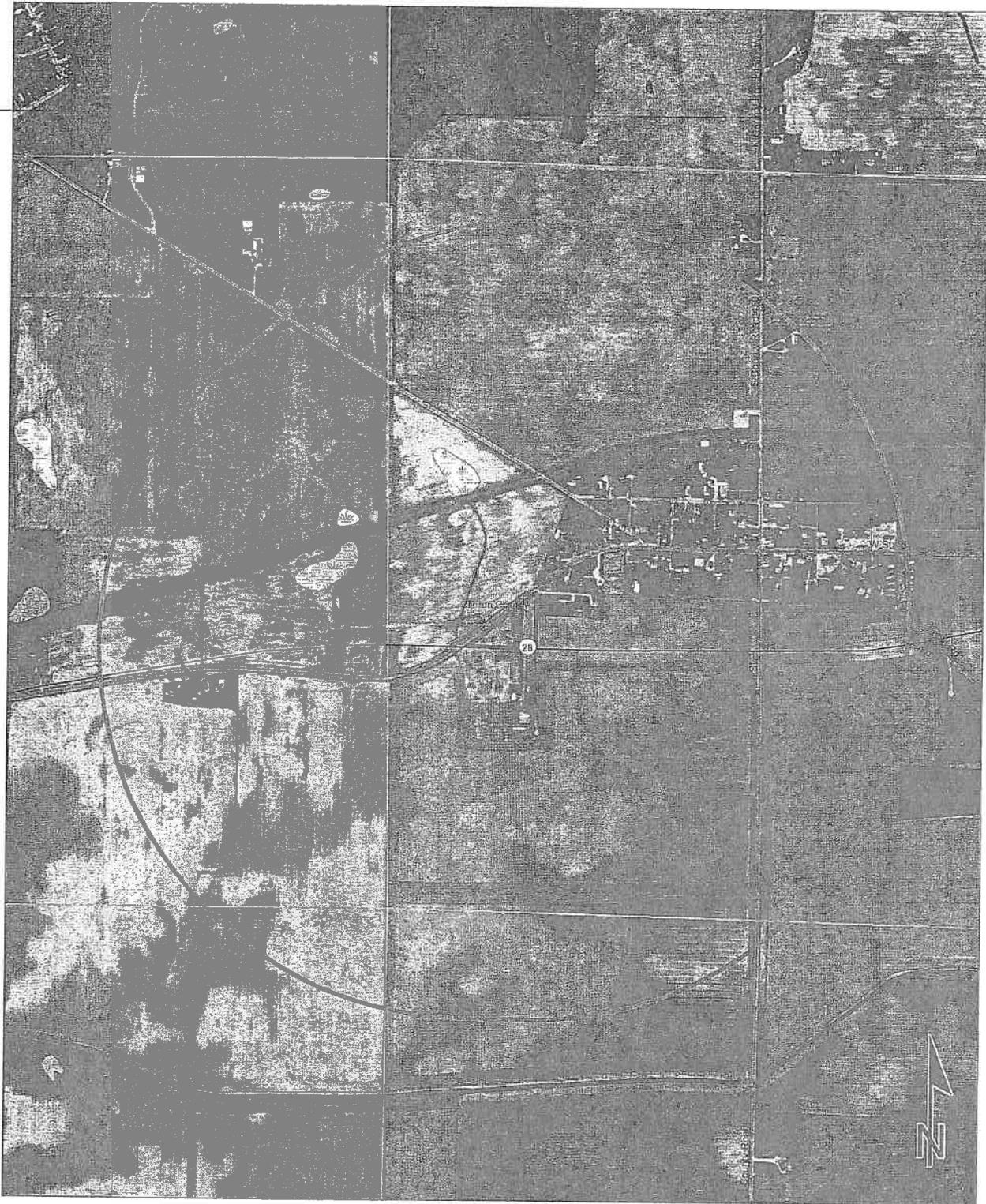
Sources: 0.15 0.075 0 0.15 Miles

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

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

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

Red Flag Investigation - Water Resources Map  
 State Road 28  
 LA 3860-24 Excess Parcel  
 Clinton County, Indiana



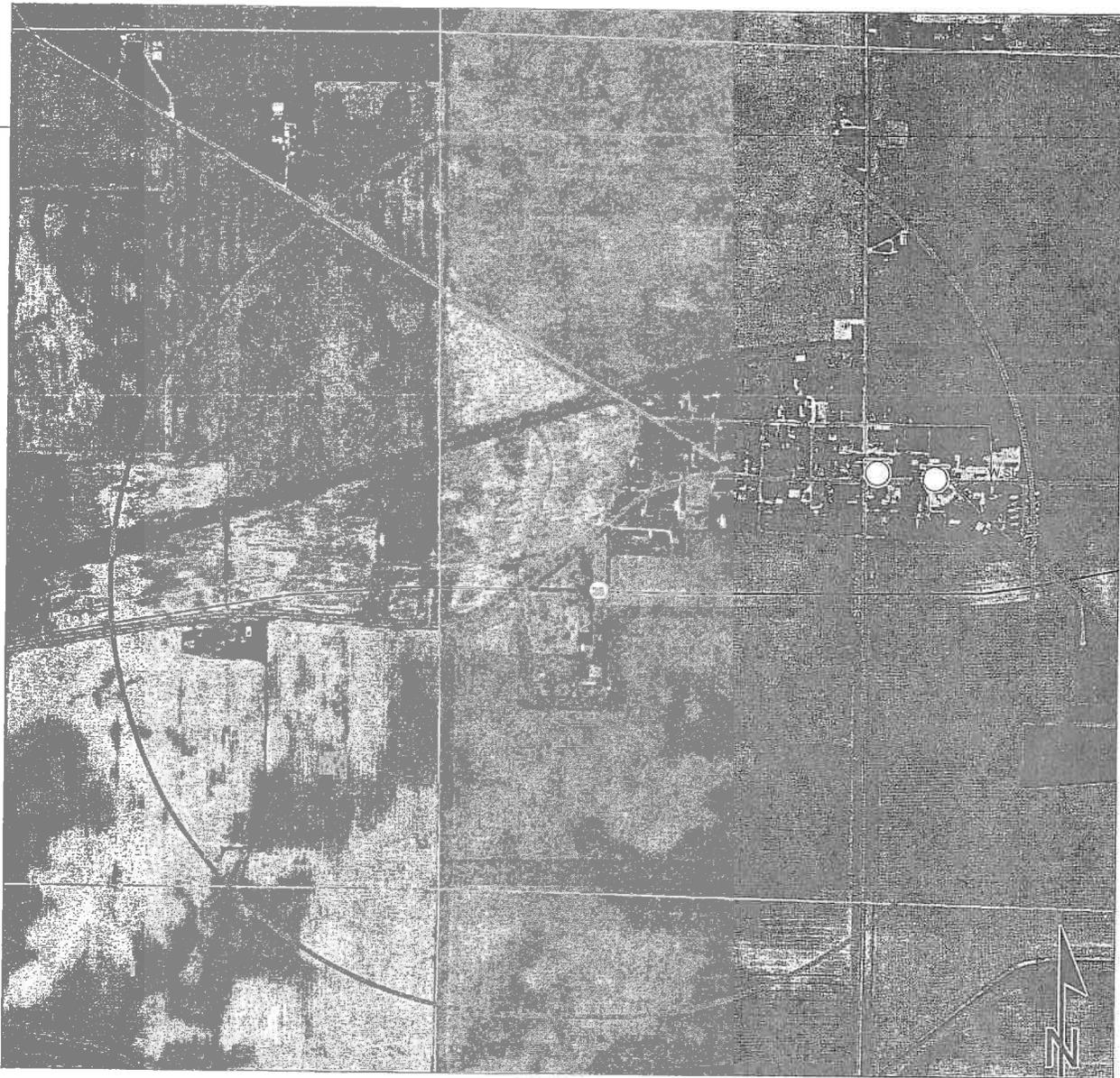
Sources:  
**Non Orthophotography**  
 Data - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
 Map Projection: UTM Zone 16 N Map Datum: NAD83

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



	NW1 - Point		Wetlands		Project Area
	Karst Spring		Lake - Impaired		Half Mile Radius
	Canal Structure - Historic		Lake		Interstate
	NW1 - 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 - Hazardous Materials Map  
 State Road 28  
 LA 3860-24 Excess Parcel  
 Clinton County, Indiana



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

0.15 0.075 0 0.15  
 Miles

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

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

## Indiana County Endangered, Threatened and Rare Species List

County: **Clinton**

Species Name	Common Name	FED	STATE	GRANK	SRANK
<b>Mollusk: Bivalvia (Mussels)</b>					
Lampsilis fasciola	Wavyrayed Lampmussel		SSC	G5	S3
<del>TELEOMYIA</del>	<del>TELEOMYIA</del>				
Ptychobranthus fasciolaris	Kidneyshell		SSC	G4G5	S2
Toxolasma lividus	Purple Lilliput		SSC	G3	S2
<b>Bird</b>					
Ardea herodias	Great Blue Heron			G5	S4B
Buteo lineatus	Red-shouldered Hawk		SSC	G5	S3
<del>TELEOMYIA</del>	<del>TELEOMYIA</del>				
<b>Mammal</b>					
<del>TELEOMYIA</del>	<del>TELEOMYIA</del>				
Taxidea taxus	American Badger		SSC	G5	S2
<b>Vascular Plant</b>					
<del>TELEOMYIA</del>	<del>TELEOMYIA</del>				
<b>High Quality Natural Community</b>					
Forest - flatwoods central till plain	Central Till Plain Flatwoods		SG	G3	S2
Prairie - mesic	Mesic Prairie		SG	G2	S2

Indiana Natural Heritage Data Center  
Division of Nature Preserves  
Indiana Department of Natural Resources  
This data is not the result of comprehensive county surveys.

Fed. LE = Endangered; LT = Threatened; C = candidate; PDL = proposed for delisting  
State: SE = state endangered; ST = state threatened; SR = state rare; SSC = state species of special concern; SX = state extirpated; SG = state significant; WL = watch list  
GRANK: Global Heritage Rank: G1 = critically imperiled globally; G2 = imperiled globally; G3 = rare or uncommon globally; G4 = widespread and abundant globally but with long term concerns; G5 = widespread and abundant globally; G? = unranked; GX = extinct; Q = uncertain rank; T = taxonomic subunit rank  
SRANK: State Heritage Rank: S1 = critically imperiled in state; S2 = imperiled in state; S3 = rare or uncommon in state; G4 = widespread and abundant in state but with long term concern; SG = state significant; SH = historical in state; SX = state extirpated; B = breeding status; S? = unranked; SNR = unranked; SNA = nonbreeding status unranked

**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: \_\_\_\_\_