Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated June __, 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 ~9971 Carrollton Avenue, Indianapolis, Hamilton 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: 0400289
Code: 5084
Parcel: 24 Excess Land

A part of the lands acquired by the State of Indiana per Instrument #2010006941 and recorded February 16, 2010, in Hamilton County, Indiana described as follows: A part of Lots 66 & 91 of College Hills Addition to Hamilton County, Indiana, which subdivision is recorded as Deed Record 119, page 30-31, in the Office of the Recorder of Hamilton County, Indiana, and being all that part of the grantor’s land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked as EXHIBIT “B”, described as follows: Beginning at the southeast corner of said Lot 91, which point is on the northern Limited Access R/W boundary of Interstate 465; thence South 89 degrees 29 minutes 13 seconds West 86.22 feet along the Limited Access boundary of said Interstate 465; thence North 71 degrees 14 minutes 00 seconds West 32.22 feet along said Limited Access R/W boundary to point #9 on said plat; thence North 79 degrees 00 minutes 00 seconds West 286.52 feet along said Limited Access R/W boundary to point #10 on said plat, which point is on the west line of said Lot 66; thence North 0 degrees 30 minutes 47 seconds West 32.18 feet along said west line to the northwest corner of said Lot 66; thence North 89 degrees 29 minutes 13 seconds East 397.38 feet along the north line of said lots to the northeast corner of said Lot 91; thence South 0 degrees 30 minutes 47 seconds East 100.00 feet along the east line of said Lot 91 to the point of beginning and containing 28,562 square feet, more or less.

Reserving unto the State of Indiana the right to control access along the 286.52-foot, and the 32.22-foot courses described above in the legal description of 28,562 square feet, more or less. This shall be a covenant running with the land and binding on all successors in title.

This description was prepared for the Indiana Department of Transportation by Ronald L. Raney, Indiana Registered Land Surveyor, License Number LS 80870012 on the 1st day of November, 2012

Ronald L. Raney
EXHIBIT "A"

Code: 0490
Parcel: 51 Excess R/W

A part of the lands acquired by the State of Indiana per Deed Book 207, page 316-318 and recorded October 27, 1966 and Deed Book 202, page 123-124 and recorded March 18, 1966, in Hamilton County, Indiana described as follows: A part of Lot 90 of College Hills Addition to Hamilton County, Indiana, which subdivision is recorded as Deed Record 119, page 30-31, in the Office of the Recorder of Hamilton County, Indiana, and being all that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked as EXHIBIT "B", described as follows: Beginning at the northeast corner of said lot; thence South 0 degrees 30 minutes 47 seconds East 30.16 feet along the east line of said lot to point #11 on said plat, which point is on the northern Limited Access R/W boundary of Interstate 465; thence North 71 degrees 14 minutes 00 seconds West 91.34 feet along the Limited Access R/W boundary of said Interstate 465 to the north line of said lot; thence North 89 degrees 29 minutes 13 seconds East 86.22 feet along said north line to the point of beginning and containing 1,300 square feet, more or less.

Reserving unto the State of Indiana the right to control access along the 91.34-foot course described above in the legal description of 1,300 square feet, more or less. This shall be a covenant running with the land and binding on all successors in title.

This description was prepared for the Indiana Department of Transportation by Ronald L. Raney, Indiana Registered Land Surveyor, License Number LS 80870012 on the 1st day of November, 2012

Ronald L. Raney
SURVEYOR'S STATEMENT
To the best of my knowledge and belief, this plat, together with the Location Control Route Survey Plat recorded as Instrument # 2012062608, in the Office of the Recorder of Hamilton 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,("Rule12")
EXHIBIT B

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the STATE OF INDIANA, acting through the Governor of the State of Indiana and the Commissioner of the Indiana Department of Administration, or their respective designees, and by the authority of Indiana Code 4-20.5-7-11, RELEASES and QUITCLAIMS to:

for good, valuable, and sufficient consideration, receipt of which is hereby acknowledged, the real property located in ______________County, Indiana and more fully described on Exhibit A, attached hereto and incorporated fully herein.

Subject to all existing legal rights-of-way, easements, conditions, and restrictions of record.

IN WITNESS WHEREOF, the undersigned have executed the foregoing Quitclaim Deed on behalf of the State of Indiana this ________ day of ____________ 2011.

____________________________
David L. Pippen, Designee for
Mitchell E. Daniels, Jr. Governor

State of Indiana )
County of Marion ) ss:

Before me, a Notary in and for said County and State, personally appeared David L. Pippen, designee of the Governor of Indiana pursuant to IC 4-20.5-7-17 (b), and acknowledged execution of the foregoing Quitclaim Deed this ________ day of ___________ 2011.

Notary signature: ________________________________

Notary name printed: ______________________________

My commission expires: ___________________________ I reside in ______________ County
Anthony Green, Designee for
Robert D. Wynkoop, Commissioner
Indiana Department of Administration

State of Indiana  )  ss:
County of Marion  )

Before me, a Notary in and for said County and State, personally appeared Anthony Green, designee of the Commissioner, Indiana Department of Administration, and acknowledged execution of the foregoing Quitclaim Deed this ________ day of ___________ 2011.

Notary signature: ________________________________

Notary name printed: ________________________________

My commission expires: _______________  I reside in _______________ County

Approved as to form and legality:

______________________________  Date: _______________
Gregory F. Zoeller, Attorney General

Send tax bills to: same address above

Filed in Indiana State Land Office:

This instrument prepared by Tim A. Grogg Esq. (Attorney No. 7316-03), Legal Counsel, Indiana Department of Administration, 402 West Washington Street, W 479, Indianapolis, IN 46204. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. ________________________________
# Categorical Exclusion Level 1 Form

**Initial Version**

**Date:** December 17, 2013

### Purpose of this document:
- [x] State-funded categorical exemption documentation
- [ ] CE Level 1 documentation for exempted projects

**Approval CE Level 1 or State-Funded CE:**

[Signature]

**Date:** 17 Dec 13

## Project Information

<table>
<thead>
<tr>
<th>County, Route</th>
<th>Hamilton County, I-465</th>
</tr>
</thead>
<tbody>
<tr>
<td>Des Number</td>
<td>LA Codes 5084 &amp; 0490</td>
</tr>
<tr>
<td>Purpose and Need:</td>
<td>The Indiana Department of Transportation (INDOT) and Indiana Department of Administration (IDOA) recognize that state-owned excess right of way exists at various locations throughout the state. This land provides no function to the state highway system in terms of serviceability or maintenance; and prohibits development of the property for productive use for residential, commercial, agricultural, or other private or public uses. Additionally, state-ownership of land may reduce the availability of real estate that is subject to property taxation, revenue which could benefit the community as a whole. Selling such excess parcels of land would benefit the above cause, as well as providing the potential for additional revenue to the state from the proceeds of the sale.</td>
</tr>
<tr>
<td>Project Description:</td>
<td>INDOT proposes to dispose of three (3) excess land parcels in Hamilton County. The subject parcels are referenced as Land Acquisition (LA) Codes 5084 and 0490, Parcels 24, 24A, and 51. The parcels are approximately 0.69 acre in size and are located on the north side of Indianapolis, immediately north of I-465, between Guilford Avenue and Carollton Avenue. The parcels are bordered by residential land to the west, north, and east, and I-465 to the south. Parcel information can be found in Appendix D (pages 1 through 21).</td>
</tr>
<tr>
<td>This State CE is being prepared because parcels 24, 24A and 51 were purchased at least in part with federal funding, thus selling the property would constitute federal involvement and require National Environmental Policy Act (NEPA) documentation. Maps of the parcel location are included in Appendix A (pages 1 through 3). This action has been approved by INDOT's Environmental Services Division as a State CE.</td>
<td></td>
</tr>
<tr>
<td>This action will not involve excavation, construction, or demolition activities of any kind. Therefore, no impacts to the parcel in question or the adjacent properties will be incurred as the result of this action.</td>
<td></td>
</tr>
<tr>
<td>Other Alternatives Considered:</td>
<td>N/A</td>
</tr>
<tr>
<td>Project Termin:</td>
<td>The parcels are located are on the north side of Indianapolis, immediately north of I-465, between Guilford Avenue and Carollton Avenue.</td>
</tr>
<tr>
<td>Funding Source(s):</td>
<td>Federal [ ] State [ ] Local [ ] Other [ ] Estimated Cost N/A</td>
</tr>
<tr>
<td>Project Sponsor:</td>
<td>INDOT/IDOA</td>
</tr>
<tr>
<td>Project Length</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Name and organization of CE Level 1 Preparer: Eric Swickard, Bernardin, Lochmueller and Associates, Inc.

[Signature]

**Date:** 12-17-13

---

Form Version: June 2013
Attachment 1 of the CE Manual

Page 1
<table>
<thead>
<tr>
<th>SCOPE OF THE PROPOSED ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Public Involvement</strong>*</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
<tr>
<td><strong>Right-of-way (permanent and temporary, in acres)</strong></td>
</tr>
<tr>
<td>Comments:</td>
</tr>
<tr>
<td><strong>Disruption to public facilities/services (such as schools, emergency service)</strong></td>
</tr>
<tr>
<td>Comments:</td>
</tr>
<tr>
<td><strong>Involvement with existing bridge(s) Include structure number(s)</strong></td>
</tr>
<tr>
<td>Comments:</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>INVOLVEMENT WITH RESOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Streams, Rivers, and Watercourses Impacted (linear feet)</strong></td>
</tr>
<tr>
<td>Comments:</td>
</tr>
<tr>
<td><strong>Wetlands (acres)</strong></td>
</tr>
<tr>
<td>Comments:</td>
</tr>
<tr>
<td><strong>Disturbance of Terrestrial Habitat (acres)</strong></td>
</tr>
<tr>
<td>Comments:</td>
</tr>
<tr>
<td><strong>Karst Features</strong></td>
</tr>
<tr>
<td>Comments:</td>
</tr>
</tbody>
</table>
### INVOLVEMENT WITH RESOURCES

#### Threatened and Endangered Species

- No: **X**
- Yes: ****
- Possible: ****

**Comments:** A review of the Indiana Natural Heritage Database showed no threatened or endangered species within ½ mile radius of the subject parcels. The sale of the subject parcels is not expected to impact threatened or endangered species or natural communities.

#### Drinking Water Resources

- No: **X**
- Yes: ****
- Possible: ****

**Comments:** The project is not located within the St. Joseph Aquifer System, the only legally designated sole source aquifer in Indiana.

The Indiana Department of Environmental Management’s (IDEM) Wellhead Proximity Determinator website ([http://idemmaps.idem.in.gov/whpa/](http://idemmaps.idem.in.gov/whpa/)) was accessed on November 22, 2013 by Bernardin, Lochmueller and Associates, Inc. (BLA). The project is located within a wellhead protection area; however, the sale of these parcels is not anticipated to affect this wellhead protection area.

#### Flood Plains (note transverse or longitudinal impact)

- No: **X**
- Yes: ****
- Possible: ****

**Comments:** According to IDEM’s ArcGIS DFIRM data, the parcels are not located within a floodplain. See Appendix C, page 7 for the Red Flag Investigation - Water Resources Map.

The Federal Emergency Management Agency (FEMA) Map Service Center was also accessed ([https://msc.fema.gov/webapp/wcs/stores/servlet/FemaWelcomeView?storeId=10001&catalogId=10001&langId=-1](https://msc.fema.gov/webapp/wcs/stores/servlet/FemaWelcomeView?storeId=10001&catalogId=10001&langId=-1)). The parcel is located in an area where “panel not printed – no special flood area”. A map was not available on the FEMA website.

Based on the DFIRM data, The project does not encroach upon the HUD Special Flood Hazard Area. The project is not located in a regulatory floodplain.

#### Farmland (acres)

- No: **X**
- Yes: ****
- Possible: ****

**Comments:** None of the land within the parcel limits meets the definition of farmland under the Farmland Protection Policy Act (FPPA). The sale of the subject parcel is not anticipated to impact any agricultural resources within proximity to the parcel.

#### Cultural Resources

- No: **X**
- Yes: ****
- Possible: ****

**Comments:** With regard to above-ground resources, a historian with Bernardin, Lochmueller and Associates, Inc. (BLA) who meets the Secretary of the Interior’s Professional Qualification Standards per 36 CFR Part 61, reviewed the State Historic Architectural and Archaeological Research Database (SHAARD) and SHAARD GIS. No resources listed in the National Register of Historic Places (NRHP) or in the Indiana Register of Historic Sites and Structures (State Register) are located in or adjacent to these parcels. The Hamilton Interim Report of the “Indiana Historic Sites and Structure Inventory” (1992) shows no adjacent resources and none within the three parcels. The nearest surveyed property is the “Contributing” Hamer-Combs House (IHSSI# 057-098-55041) located approximately 0.7 mile north of the excess parcels. Generally properties rated “contributing” do not possess the level of historical integrity or significance necessary to...
**IN INVOLVEMENT WITH RESOURCES**

be considered eligible for the NRHP. Please see Appendix B (pages 16 through 19) for the interim report pages and the SHAARD map. BLA does not believe the sale of the three parcels is an activity that has the potential to cause effects on any above-ground resources eligible for or listed in the NRHP.

Furthermore, these parcels were covered in the original Area of Potential Effects (APE) for the Indianapolis Northeast Corridor Project (Des. No. 0101021). In the June 9, 2003 finding of “no adverse effect” for that project, several NRHP eligible properties were found to be within the APE, but none of those properties are located near these parcels. The SHPO agreed with the finding in a letter dated December 20, 2005. The FHWA APE, eligibility and effect findings, APE map, and SHPO response letter related to Des. No. 0101021 can be found in Appendix B (pages 1 through 8).

Regarding archaeological resources, INDOT’s Cultural Resources Section prepared an Archeological Records Check and Phase 1a Field Reconnaissance Report for the I-465 Added Travel Lanes, 0.35 miles E of the US 31 Interchange to 0.5 miles West of the Allisonville Road Interchange project. The parcels identified in this CE were cleared as part of that archaeological survey. No archeological sites were identified during the field reconnaissance. The Indiana Department of Natural Resources (IDNR) Division of Historic Preservation and Archaeology (DHPA) concurred with this assessment in a letter dated April 8, 2009. See Appendix B for the relevant pages from the archaeological survey (pages 9 through 14) and the IDNR DHPA letter (page 15).

<table>
<thead>
<tr>
<th>Section 4(f) and Section 6(f) Resources</th>
<th>No: X</th>
<th>Yes:</th>
<th>Possible:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Since this parcel was not used for a wildlife or waterfowl refuge, a public recreational facility or had nothing of historic, architectural or archaeological significance, there will be no Section 4(f) or Section 6(f) impacts associated with the disposition of the property.

<table>
<thead>
<tr>
<th>Air Quality Impacts</th>
<th>No: X</th>
<th>Yes:</th>
<th>Possible:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This project is located in Hamilton County, which has been designated as a maintenance area for 8 hour ozone and PM2.5. This project has been identified as being exempt from air quality analysis in accordance with 40 CFR Part 93.126 and this project is not a project of air quality concern (40 CRF Part 93.123). The sale of this parcel will not affect air quality within the Indianapolis Metropolitan Planning Organization (MPO).

<table>
<thead>
<tr>
<th>Community/Economic Impacts</th>
<th>No: X</th>
<th>Yes:</th>
<th>Possible:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

The project will not result in the relocation of residences or businesses. The project will not affect community cohesion because it will not change access to properties or within the community. The project will not have a disproportionate adverse impact on low-income populations or minority populations that are of concern for environmental justice consideration.

<table>
<thead>
<tr>
<th>Hazardous Materials</th>
<th>No: X</th>
<th>Yes:</th>
<th>Possible:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A red flag investigation was completed on October 1, 2013 by INDOT Environmental Services (ES). No potentially hazardous sites were identified in or adjacent to the parcels. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to hazardous materials sites.

<table>
<thead>
<tr>
<th>Permits</th>
<th>No: X</th>
<th>Yes:</th>
<th>Possible:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The process of selling these parcels does not lead directly to any action that will disturb aquatic or terrestrial resources, and no environmental permits are needed to advance the sale of this property.
ENVIRONMENTAL COMMITMENTS:

1. Statement of Disclosure: According to IDNR’s Water Well Database, one (1) water well is mapped on the parcel. Should the need arise to close this well, the buyer would need to follow all applicable state regulations/policies as part of the closure process.

THE CATEGORICAL EXCLUSION CANNOT BE PROCESSED AS A LEVEL ONE IF YES IS SELECTED FOR ANY OF THE FOLLOWING ITEMS*:

<table>
<thead>
<tr>
<th>Item</th>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Formal noise analysis required?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Environmental Justice analysis required?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Right-of-Way acquisition greater than 0.5 acre?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Relocation of residences/businesses/etc.?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Added through-traffic lanes?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Facility on new location or realignment?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Permanent alteration of local traffic pattern?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Section 4(f) and Section 6(f) resource impacts?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Sole Source Aquifer Groundwater Assessment required?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Is the project “Likely to Adversely Affect” Threatened and Endangered Species?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Stream impacts greater than 300 linear feet, or work beyond 75 feet from pavement?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Wetland impacts greater than 0.1 acre?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Does the project have historic bridge involvement, or a Section 106 finding of No Adverse Effect / Adverse Effect?</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

* Please note, this table is not applicable for state funded CE’s.
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Appendix A
Maps
This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

Map Datum: NAD83
Map Projection: UTM Zone 16 North
Date: 11/21/2013
Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

±

3502 Woodview Trace, Suite 150
Indianapolis, IN 46268
Phone: (317) 222-3880
Fax: (317) 222-3881

Project Area on Aerial Photograph
I-465 - Excess Parcels
LA 5084, Parcels 24 and 24A
LA 0490, Parcel 51
Hamilton County, Indiana

0 200 400 100 Feet

Parcels 24 and 24A
Parcel 51

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

Date: 11/21/2013

Bernardin Lochmuller & Associates, Inc.

Appendix A, Page 2
Mapped Water Wells
I-465 - Excess Parcels
LA 5084, Parcels 24 and 24A
LA 0490, Parcel 51
Hamilton County, Indiana

Copyright 2012 Indiana Dept. of Natural Resources. Thu Dec 12 2013 09:48:49 AM.
http://dnrmaps.dnr.in.gov/apps/dnwaterwells_enh/
Appendix B
Cultural Resources
AREA OF POTENTIAL EFFECT
(Pursuant to 36 CFR Section 800.4(a)(1))

The Northeast Corridor project area extends from the Indianapolis Central Business District (CBD), east to I-465 along I-70, north beyond Noblesville, to just west of US 31. The project covers area in two counties and seven townships. The following townships of Marion County are within the area of potential effect of the project: Center, Warren, Lawrence, and Washington Townships. The following townships of Hamilton County are within the area of potential effect of the project: Delaware, Fall Creek, and Noblesville Townships. Below is a description of the project areas and the area of potential effect for each interstate and highway included in the Northeast Corridor. Maps of the area are also included which provide graphic indications of the APE.

The Area of Potential Effect (APE) was determined by a visual survey of the immediate surroundings of the interstates and highway. Any areas where buildings, vegetation, or topography adjacent to the roadbed blocked views and potentially deflect noise generated by the increased traffic were given an APE of 500 feet from the centerline of the existing roadway and 500 feet from the right-of-way at all interchanges. Areas where buildings, vegetation, or topography adjacent to the roadbed do not block views and noise generated by the increased traffic were given an APE of 1,000 feet from the centerline of the existing roadway and 1,000 feet from the right-of-way at all interchanges.

The State Historic Preservation Office staff has reviewed the maps and concurs that the attached maps are the APE.

I-70 Corridor (Attached maps 11 & 12)

The survey area for I-70 is between the interchanges of I-65 and I-465 and is located in Marion County within Center and Warren Townships. This 5.5 mile stretch runs through portions of sections 25, 26, 27, 28, 29, 30, and 31 of Township 16 North, Range 4 East.

The APE for the I-70 corridor varies from the west end to the east end of the corridor. The west end of the I-70 APE, from Lewis Street to Sherman Street on both sides, and along the south side of the interstate from Sherman Street to I-465 is set at 500 feet due to the high density of buildings and vegetation; and the topography of the roadway. Along the north side of I-70 from Sherman Street to I-465, the APE was extended to 1,000 feet due to the sparse vegetation and undeveloped land in the area.

I-465 Corridor (Attached maps 5, 13, 14, 15, & 16)

The survey area for I-465 is between the interchange for US 421 and the east interchange for I-70 and is located in Hamilton County within Clay Township and in Marion County within Pike, Washington, Lawrence, and Warren Townships. This 16.75 mile stretch runs through portion of sections 10, 11, 12, and 13 of Township 17 North, Range 3 East; sections 16, 17, 18, 21, 22, 26, 27, and 35 of Township 17 North, Range 4 East; and sections 2, 11, 12, 13, 24, and 25 of Township 16 North, Range 4 East.

The APE for the I-465 corridor varies according to the density of vegetation and the level of development of the adjacent properties. The south end of I-465 from the I-70 interchange up to the I-69 interchange has an APE of 500 feet. North of the I-465 and I-69 interchange the APE to the west is maintained at 500 feet up to the Allisonville Road interchange where the APE widens to 1,000 feet. The APE to the east is extended to 1,000 north of the I-69 interchange due to the openness of the business developments in the area. The 1,000 foot APE is maintained on both sides of the interstate between Allisonville Road and Haverstick Road, just east of Keystone Avenue. Past Haverstick Road to the end of the project corridor the APE is reduced back to 500 feet due to the dense business development in the area.
I-69 Corridor (Attached maps 5, 6, 7, 17, & 18)

The survey area for I-69 is between the interchanges of SR 238 and I-465 and is located in Hamilton County within Delaware and Fall Creek Townships and Marion County within Lawrence Township. This 5 mile stretch runs through portion of sections 1, 12, 13, 14, 22, 23, and 27 of Township 17 North, Range 4 East, section 6 of Township 17 North, Range 5 East; and sections 23, 26, 27, 28, 31, 32, and 33 of Township 18 North, Range 5 East.

The APE for the I-69 corridor varies between 1,000 and 500 feet depending on the immediate density of the surroundings. From the I-465 interchange to 82^{th} Street the APE is set at 1,000 feet due to the openness of the land. Between the 82^{th} Street and 96^{th} Street interchanges there is a dense band of structures that block views and noise so the APE was reduced to 500 feet. Beyond 96^{th} Street the adjacent properties are primarily open land on both sides of the I-69 corridor so the APE was extended to 1,000 feet.

SR 37 Corridor (Attached maps 7, 8, 9, & 10)

The survey area for SR 37 is between the interchanges of Allisonville Road and I-69 and is located in Hamilton County within Delaware and Noblesville Townships. This 7.25 mile stretch runs through portions of sections 6, 7, 18, 19, 30, and 31 of Township 18 North, Range 5 East; and sections 29 and 32 of Township 19 North, Range 5 East.

The APE for the SR 37 corridor from the I-69 interchange to Allisonville Road is held to 1,000 feet due to the flat topography and undeveloped land in the area.

Robert E. Dirks

John R. Baxter, P.E.
Division Administrator

February 7, 2003

Approved Date
ELIGIBILITY DETERMINATIONS
(Pursuant to 36 CFR 800.4(c)(2))

[Insert a brief description of each property within the APE that is recommended to be eligible for the National Register of Historic Places. Each property listed should include the National Park Service criterion, or criteria, that render the property eligible for the Register. For properties already listed in the Register, include a brief property description and note the date it was listed in the Register.]

SHPO has concurred with these Determinations of Eligibility.

Refer to Documentation for findings of No Adverse Effect for photographs of these historic resources.

I-70 Corridor (APE maps 11 & 12)
097-296-01212 John Hope School Number 26

1301 East 16th Street, north of the I-70 corridor and east of Columbia Street
School IHSSI #097-296-01212 Notable

Eligible for Criterion A in the area of Educational Properties
Eligible for Criterion C in the area of Architecture

John Hope School remains a key component of the downtown urban fabric and represents the urban presence of Indianapolis Public Schools. The original L-shaped school was designed in 1921 by Elmer E. Dunlap, Co and is of the Neoclassical style. Additions were added to each end of the L in 1938 by Robert Frost Daggett in a simplified, modern style which extends the horizontal limestone features of the original structure. The majority of the significant brick and limestone masonry detail and form of the building remain. All doors and windows have been replaced in the existing openings.

The site is primarily intact along the northern and western facades of the structure. The yard within the L has been paved and extends nearly to the highway right-of-way with a sliver of adjacent property between the school parking lot and the interstate. The front doors of the school face northwest, away from the interstate. The interstate, running east-west, south of the building is elevated on earthenwork (rising as it progresses westward) as it leads into the bridges on the I-70/I-65 downtown interchange.

John Hope School meets the registration criteria established in the “Public School Buildings in Indianapolis Built Before 1940 Multiple Property Listing.”

I-70 Corridor (APE maps 11 & 12)
097-295-00875 St. Francis de Sales Catholic Church/ Martin University Performing Arts Center

2195 Avondale Place, north of the I-70 corridor and east of Massachusetts Avenue
Church/ School IHSSI # 097-295-00875 Outstanding

Eligible for Criterion C in the area of Architecture

This 1913 Renaissance Revival structure first served as a Catholic parish church. The structure now serves as the performing arts facility for Martin University as a key piece of the campus. To the north and west are residential neighborhoods, to the south is the former mid-century parish
elementary school and to the east is the new Martin University Education Center. The structure is significantly intact on the exterior, including the stained glass windows, historic brick and limestone masonry and ornamental copper tower roofs. A small, non-historic addition has been added behind the apse at the east end of the buildings and now serves as office space for the university. The structure is fully visible from the quad of the campus.

The structure is located a little more than a block north of I-70, with the elementary school between the interstate and the building. The interstate is depressed along the southern edge of the campus and slowly rises out of the depression to the west of the campus and the St. Frances de Sales structure.

**SR 37 Corridor (APE maps 7, 8, 9, & 10)**

151 Cumberland Road Bridge over Stoney Creek

Located on Cumberland Road, just east of the SR 37 corridor & south of 166th Street

Concrete Bridge Artistry and Ingenuity in Artificial Stone Hamilton #151 NRC (National Register Contender)

Eligible for Criterion C in the area of Engineering

This cast-in-place concrete bridge is decorated to appear as cut-stone and remains in use. The bridge was constructed in c1916 and remains in use to this day. The wing walls are cut stone to match the patterning of the bridge. Span is a significant span at 23' and a total bridge span of 73'. This bridge is one of seven remaining national register-eligible bridges still extant in Hamilton County.

**I-465 Corridor (APE maps 5, 14, 15 & 16)**

**Woolens Garden**

Fall Creek Parkway and I-465 Pending National Register Nomination by the US National Park Service

Eligible for Criterion A in the area of broad patterns of national, regional and local history in response to the urban conditions of the early 20th C

Woolens Garden is included in the pending National Register nomination for the Indianapolis Parks and Boulevard System. Woolens Garden was independent of the parks and boulevard system but it was incorporated into the park system in 1909 as an eastern terminus at Fall Creek.

The park is bounded by Fall Creek Drive on the north, I-465 on the south, Fall Creek North Drive on the west and residential apartments to the south. Fall Creek runs through the middle of the park before it passes eastward under I-465. The southern two thirds of the park are wooded with trails connecting to the current trail system of Indianapolis. The northern third is in the process of being replanted with various species and a wetland research area.
EFFECT FINDING
Pursuant to 36 CFR 800.5(d)(1)

No adverse effect has been found on the historic properties identified in these findings.

There are no reasonably foreseeable effects that could affect the property at a later time. SHPO has agreed with these findings of No Adverse Effect.

I-70 Corridor (APE maps 11 & 12)
There are two historic resources located within the APE along the I-70 corridor.

The Martin University Performing Arts Center is located a full block away from the existing interstate alignment with an educational facility (formerly an elementary school) located between the Center and the highway. At this location, the highway is depressed below the ground plane of both the school structure and the historic church building/performing arts center. No additional right-of-way will be acquired within this block. Therefore, the physical relationship between the structure and the highway will not be altered from the current relationship, and no additional affects from the highway will be put upon the structure. The estimated sound increase from the highway will be 1dB, which is not a noticeable increase. There is no effect on this historic property by this undertaking.

Indianapolis Public School's John Hope School Number #26 property and building are intersected by the limits of the Area of Potential Effect. The structure's site is located within two blocks of the west end of this undertaking, where the interstate is raised out of the ground to enter the intersection with I-65. There is a parcel of vacant land between the original school property and the elevated highway ramp. Therefore, the physical relationship between the structure and the highway will not be altered from the current relationship and no additional affects from the highway will be put upon the structure. The estimated sound increase from the highway will be 1dB at the building, which is not a noticeable increase. Estimates of the current existing sound levels are 73dB at the nearest wall of the building and 77 dB at the nearest soccer field. There may be a visual effect due to the changes along I-70 corridor but this effect will not adversely effect the significance of this structure or its setting.

I-465 Corridor (APE maps 5, 13, 14, 15, & 16)
No change in the present right-of-way or physical alteration will occur along the boundaries of the Wolflens Garden Park located at Fall Creek Road and I-465. The park’s relationship to I-465 varies vertically due to natural topography of the site and the elevated nature of the road. Since no change will occur in the right-of-way, there will be no physical alterations to the park. The estimated sound increase will vary within the park depending upon the geography but the increase will average 3dB, likely a 2dB to 4dB range, a slightly noticeable increase. An increase of 5dB would be expected to be noticeable. Any changes in the I-465 corridor will be visible from much of the northern third of the park but these visual changes will not constitute an adverse effect on the significance of the park.

I-69 Corridor (APE maps 5, 6, 7, 17, & 18)
No historic resources were identified within the Area of Potential Effect along the I-69 corridor.

SR 37 Corridor (APE maps 7, 8, 9, & 10)
The Cumberland Road Bridge over Stoney Creek is adjacent to the modern SR 37 bridge currently in use at that location. The bridge will not be affected by the new right-of-way for Alternative H5. The bridge is located outside of the proposed new right-of-way. The physical relationship between the historic bridge and the modern bridge will not be altered. The modern
relationship between the historic bridge and the modern bridge will not be altered. The modern bridge currently serves as a parallel backdrop for the historic bridge with a slight buffer of vegetation. The modern road is clearly visible from the historic bridge today. The estimated sound increase on the bridge is estimated at 4 dB, a slightly noticeable increase. Any changes in the SR 37 corridor will be visible from the existing bridge but these visual changes will not adversely effect the significance of the significance of the bridge.

This section includes the findings of the archeological field survey for the preferred alternative (H5). Based on the review of previous field surveys in the study area and additional site surveys for this project, no historic archaeological resources have been identified within the Area of Potential Effect for the H5 Alternative.

Consulting parties will be provided a copy of these FHWA's findings in accordance with FWHA's Section 106 procedures.

\[Signature\]

John R. Baxter, P.E.
Division Administrator

June 9, 2003

Approved Date
December 20, 2005

Tim Miller
HNTB
111 Monument Circle, Suite 1200
Indianapolis, Indiana 46204-5178

Federal Agency: Federal Highway Administration

Re: Archaeological reconnaissance report (Zoll 7/30/02) and notification of the FHWA’s findings concerning interstate and highway improvements for the Northeast Corridor sections: “no adverse effect”, for I-70 between CBD and I-465, “no adverse effect” for I-465 between US 31/Meridian St. and I-70, and “no historic properties affected” for I-69 between I-465 and SR 238, “no adverse effect” for SR 37 between I-69 and Allisonville Road (6/6/03).

Dear Mr. Miller:

This letter provides our office’s comments on the Indiana Department of Transportation’s (“INDOT’s”) Northeast Corridor project which was formally withdrawn from consideration in June of 2003. Pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) and 36 C.F.R. Part 800, the staff of the Indiana State Historic Preservation Officer (“Indiana SHPO”) has conducted an analysis, at the request of INDOT, of the materials submitted between July 30, 2002 and March 3, 2004 for the above indicated project in Marion and Hamilton Counties, Indiana.

We concur with the recommendations of the archaeological reconnaissance (Zoll 7/30/02) and the Federal Highway Administration’s June 6, 2003 finding that there are no significant archaeological resources within the area of potential effects that will be adversely affected by the above indicated project. Please note that these conclusions pertain to the H-5 Alternative of the Northeast Corridor Transportation Improvements (Des. No.:0101021) as defined in the Federal Highway Administration’s Section 106 Eligibility Determinations and Determination of Effect submitted to our office in June of 2003. Any changes in the project’s scope that have taken place during the intervening period must be submitted to the DHPA for review and comment.

As a reminder, Whitesell Cemetery will need to be avoided by all project activities and, if impacts are to occur within 100 feet of the cemetery, a development plan will need to be submitted to and approved by this office.

If any archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In the event that artifacts or features are discovered during the implementation of the Federally assisted project, activity, or program and a plan has not been developed, it is the Federal agency’s responsibility to make reasonable efforts to avoid, minimize or mitigate adverse effects in accordance with 36 C.F.R. § 800.13.

If you have any questions, please call Dr. Rick Jones or Christopher R. Andres at our office at (317) 232-1646.

Very truly yours,

[Signature]

Jon C. Smith
Deputy State Historic Preservation Officer

JCS:CRA:JRU:cra

cc: Robert F. Tally, Federal Highway Administration
    Ben Lawrence, Indiana Department of Transportation
    Curtis Tomak, Indiana Department of Transportation
An Archaeological Records Check and Phase Ia Field Reconnaissance Report:
Additional Information for Added Travel Lanes on Interstate 465, 0.35 mi East of the US 31 Interchange to 0.5 mi West of the Allisonville Rd Interchange
Marion County and Hamilton County, Indiana (Des. No. 0400289)

Jeffrey Laswell
Principal Investigator

Cultural Resources Section
Office of Environmental Services
Indiana Department of Transportation

Prepared for:
Indiana Department of Transportation, Office of Environmental Services
NEPA Policy Section
100 North Senate Avenue, Room N642
Indianapolis, Indiana 46206

March 10, 2009

Cultural Resources Section
Office of Environmental Services
Indiana Department of Transportation
100 North Senate Avenue
Indianapolis, Indiana 46204
(317) 233-2093
MANAGEMENT SUMMARY

In response to a request from the Indiana Department of Transportation, Office of Environmental Services, NEPA Policy Section (INDOT, OES), an archaeological records check and Phase Ia field reconnaissance has been conducted for additional temporary and limited access right-of-way parcels along I-465 from 0.7 mi east of the US 31 interchange to the Keystone Avenue interchange in Marion County and Hamilton County, Indiana (Des. No. 0400289). The proposed twelve acquisitions consist of approximately 2.3 ha (5.7 ac) associated with the H5 Alternative of the Indianapolis Northeast Corridor Transportation Study.

While no formal documentation of archaeological investigation of the H5 Alternative section of I-465 was prepared, a letter dated November 18, 2002 addressed to Mr. Troy Thompson of the consulting firm HNTB (Mitch Zoll, personal communication letter 2002) recommended clearance of both H5 and H6 Alternate corridors based upon disturbances that occurred subsequent to the 1998 archaeological records check and windshield survey conducted by Smith et al. (1999) as well as the results of two investigations conducted along the H6 Alternate (Nagle and Smith 2002). Only the I-69 and SR 37 sections of the H6 Alternate were examined by archaeological survey due to the proposed expanded scope of this leg of the H6 Alternate compared to the smaller H5 corridors (Nagle and Smith 2002). The current investigations of the twelve temporary and limited access right-of-way areas extended beyond the original right-of-way presented within the original H5 construction plans and required additional archaeological investigation of these areas.

The purpose of this investigation was to locate and record all significant or potentially significant historic and prehistoric resources within the ROW areas. Site significance was determined using the criteria for inclusion to the National Register of Historic Places, in compliance with the National Historic Preservation Act of 1966, as amended and 36 CFR 60.4. The archaeological investigation was performed under the supervision of personnel from the Indiana Department of Transportation, Cultural Resources Section (INDOT, CRS) who meet the Secretary of Interior’s Professional Qualification Standards as per 36 CFR Part 61.

The archaeological records check for this project was conducted by the author at the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology (IDNR, DHPA) on February 2, 2009. Twenty-three archaeological field reconnaissance surveys have been conducted within a 1.6 km (1 mi) radius of the twelve right-of-way areas that included the Smith et al. 1999 preliminary study of the Northeast Transportation Corridor, which addressed approximately 70,800 ha (175,000 ac) throughout Marion and Hamilton Counties. In addition, thirty archeological sites have been identified within this same 1.6 km (1 mi) radius. Two previous archaeological reconnaissance surveys have been conducted around the Keystone/I-465 interchange (Beard 1985) and Westfield Boulevard (Stillwell 2005a), which may overlap one or more of the current survey areas, the exact dimensions of these investigations are unknown, resulting in the determination for further field examinations in both of these areas. No cemeteries are within 30 m (100 ft) of the proposed right-of-way areas.

Jeffrey L. Laswell of INDOT, CRS conducted a Phase Ia field reconnaissance within the boundaries of twelve right-of-way parcels (Des. No. 0400289) on March 4, 2009. Systematic
shovel testing and visual surface inspection was performed in order to locate cultural resources and confirm areas of physical disturbance. Much of the project area was found to have been disturbed by residential/commercial construction activities, utility lines, and roadway modification/construction. No archaeological sites were identified during the field reconnaissance. It is our opinion that the project be allowed to proceed as planned. In the unlikely event that archaeological deposits or human remains are encountered during the construction phase of the project, all work must cease and an archaeologist from IDNR, DHPA and INDOT, CRS must be notified.
Figure 2. Portions of the USGS 7.5' series Carmel and Fishers, Indiana topographic quadrangles showing the locations of the temporary and limited access acquisition parcels

Excess Parcels 5084-24 & 24A and 0490-51
investigation were previously disturbed by residential/commercial construction activities that included utility and roadway disturbance. Both the terms survey area and parcel are used interchangeable for the various ROW areas. The results of the reconnaissance are described below.

Survey Area 1

Survey area 1 consisted of a portion of a residential lawn around a small storage shed (Figures 4 and 10). The area offered 0 percent visibility and was subject to shovel testing. A heavier clay, gravelly, mottled subsoil was encountered approximately 8cmbs. No archaeological deposits were recovered.

Survey Area 2

Survey area 2 consisted of a portion of a residential lawn and an existing house that will be demolished upon acquisition (Figures 4 and 11). The area offered 0 percent visibility and was subject to shovel testing. A heavier clay, gravelly, mottled subsoil was encountered approximately 10cmbs. The areas around the extant house displayed evidence of construction and landscaping disturbance associated with the structure. No archaeological deposits were recovered.

Figure 10. Photograph of survey area 1, facing west
SUMMARY AND CONCLUSIONS

In response to a request from INDOT, OES, NEPA Policy Section, an archeological records check and Phase Ia field reconnaissance has been conducted for additional temporary and limited access right-of-way parcels along I 465 from 0.7 mi east of the US 31 interchange to the Keystone Avenue interchange in Marion County and Hamilton County, Indiana (Des. No. 0400289). The proposed twelve acquisitions consist of approximately 2.3 ha (5.7 ac) associated with the H5 Alternative of the Indianapolis Northeast Corridor Transportation Study. The current investigations of the twelve temporary and limited access right-of-way areas extended beyond the original right-of-way presented on the original H5 construction plans and required additional archaeological investigation of these areas. Much of the project area was found to have been disturbed by residential/commercial construction activities, utility lines, and roadway modification/construction. No archaeological sites were identified during the field reconnaissance. It is our opinion that the project be allowed to proceed as planned. In the unlikely event that archaeological deposits or human remains are encountered during the construction phase of the project, all work must cease and an archaeologist from IDNR, DHPA and INDOT, CRS must be notified.
April 8, 2009

Shaun A. Miller
Cultural Resources Section
Office of Environmental Services
Indiana Department of Transportation
100 North Senate Avenue, Room N642
Indianapolis, Indiana 46204-2216

Federal Agency: Federal Highway Administration

Re: Additional information and an archaeological literature review and phase Ia field reconnaissance report (Laswell, 3/10/09) for Added Travel Lanes on I-465, 0.35 miles east of the US 31 Interchange to 0.5 miles west of the Allisonville road interchange (Des. No. 0400289; DHPA #5847) (I-465 Northeast Corridor Transportation Improvements Project, Des. No. 0101021)

Dear Mr. Koeppel:

Pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f), 36 C.F.R. Part 800, and the “Programmatic Agreement among the Federal Highway Administration, the Indiana Department of Transportation, the Advisory Council on Historic Preservation and the Indiana State Historic Preservation Officer regarding the implementation of the Federal Aid Highway Program in the State of Indiana,” the staff of the Indiana State Historic Preservation Officer has conducted an analysis of the materials dated March 10, 2009 and received on March 12, 2009, for the above indicated project in Hamilton and Marion counties, Indiana.

Based upon the documentation available to the staff of the Indiana SHPO, we have not identified any archaeological resources listed in or eligible for inclusion in the National Register of Historic Places within the areas covered by the report.

If any archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646. Be advised that adherence to Indiana Code 14-21-1-27 and 29 does not obviate the need to adhere to applicable federal statutes and regulations.

Our comments here pertain only to archaeological resources, because INDOT has decided not to revise the area of potential effects for the expanded right-of-way and added travel lanes, and because no additional information specifically pertaining to aboveground properties has been provided.

If you have questions about archaeological issues, please contact Amy Johnson at (317) 232-6982 or ajohnson@dnr.IN.gov. Questions about aboveground properties should be directed to John Carr at (317) 233-1949 or jcarr@dnr.IN.gov. In any future correspondence regarding the above indicated project, please refer to DHPA #5847.

Very truly yours,

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

cc: Laura Hilden, INDOT Office of Environmental Services, NEPA Policy Section
This interim report is designed to be utilized as a working document by government agencies, local organizations, and private citizens as the basis for a wide variety of projects.

Published March 1992
Clay Township (55001-045)
Appendix B, Page 18

029 C Lynwood Farm, River Avenue; Houses:
Bungalow, c.1920; Cape Cod, c.1940;
Outbuildings: livestock barns, hog barn,
grainary, shed, riding ring; Agriculture,
Architecture, Education, Vernacular/Construction (206)

030 N Silas Moffitt Farm, River Avenue;
House: I-house/Federal/Greek Revival,
1827 (Silas Moffitt, builder);
Outbuildings: summer kitchen, milk
house, shed; Agriculture, Architecture,
Exploration/Settlement, Vernacular/Construction (206)

031 C White Chapel Methodist Episcopal
Church, E. 116th Street; Church:
gable-front, 1853; Cemetery:
c.1853-c.1971; Exploration/Settlement,
Religion, Vernacular/Construction (206)

032 C Farm, River Avenue; House: Vernacular,
c.1910; Outbuildings: livestock barn,
milk house, sheds; Agriculture,
Vernacular/Construction (206)

033 C Farm, River Avenue; House:
I-house/Greek Revival, c.1840;
Outbuildings: English barn, privy, shed;
Agriculture, Architecture,
Vernacular/Construction (206)

034 C Farm, River Avenue; House:
hall-and-parlor, c.1870; Outbuildings:
transverse-frame barn, English barn,
chicken house; Agriculture,
Vernacular/Construction (206)

035 N Metzker House, Gray Road; House:
saltbox/double-pen/Greek Revival,
c.1830; Outbuildings: springhouse,
pumphouse, garage; Architecture,
Exploration/Settlement,
Vernacular/Construction (206)

036 N Clay Township District No. 6 School, E.
106th Street; T-plan, 1903 (J.J. Shannon,
architect; Davis and Hudson,
contractors); Education,
Vernacular/Construction (206)

037 C Farley Cemetery, E. 106th Street;
c.1842-present; Exploration/Settlement,
Religion (206)

038 O J. W. Wilkinson House,
2514 E. 99th Street; House:
double-pile/Italianate, c.1880;
Outbuildings: carriage house, chicken
house, smokehouse, corncrib, shed;
Architecture, Vernacular/Construction (206)

039 C Applegist House, 9680 Haverstick Road;
Double-pen/saltbox/Greek Revival,
c.1846; Architecture,
Vernacular/Construction (206)

040 N J. G. McShane House, 10000 Westfield
Boulevard; House: Italianate, 1886;
Outbuilding: summer kitchen;
Architecture, Vernacular/Construction (206)

041 C Hamer-Combs House,
1201 E. 106th Street;
Double-pen/Greek Revival, c.1840;
Architecture, Exploration/Settlement,
Vernacular/Construction (098)

042 C Cemetery, E. 106th Street;
c.1840-c.1905; Exploration/Settlement,
Religion (206)

043 C Joseph Hussey House,
10479 Ditch Road; Double-pen;
Greek Revival, 1853; Architecture,
Vernacular/Construction (098)

044 C John Daubenspeck House, Towne Road;
I-house/Italianate, 1866/1934;
Architecture, Vernacular/Construction (098)

045 C Farm, W. 106th Street; House:
American four-square, c.1910;
Outbuilding: English barn; Agriculture,
Vernacular/Construction (098)

McCord House, Fall Creek Township.
Courtesy: Mrs. Goldia Wood.

School No. 8, Clay Township. Courtesy:
Hamilton County Historical Society, Dr. Earl
Brooks Collection.
Appendix C
Red Flag Investigation
Date: October 1, 2013

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

From: Toni Lynn Giffin  
Environmental Services - NEPA  
Indiana Department of Transportation  
100 North Senate Avenue Room N642  
Indianapolis, IN 46204

Re: RED FLAG INVESTIGATION  
LA Code 5084, Parcels 24 and 24 A  
LA Code 0490, Parcel 51  
Excess Parcels  
I-465  
Hamilton, County, Indiana

NARRATIVE

The subject parcels were acquired by INDOT (Indiana Department of Transportation) for right-of-way purposes. INDOT has decided that this surplus land will not be needed for right-of-way or other transportation purposes within the foreseeable future. A legal description of parcels 24, 24A and 51 is as follows:

Parcel 24 and 24A

A part of the lands acquired by the State of Indiana per Instrument #201 0006941 and recorded February 16, 2010, in Hamilton County, Indiana described as follows: A part of Lots 66 & 91 of College Hills Addition to Hamilton County, Indiana, which subdivision is recorded as Deed Record 119, page 30-31, in the Office of the Recorder of Hamilton County, Indiana, and being all that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked as EXHIBIT "B", described as follows: Beginning at the southeast corner of said Lot 91, which point is on the northern Limited Access R/W boundary of Interstate 465; thence South 89 degrees 29 minutes 13 seconds West 86.22 feet along the Limited Access boundary of said Interstate 465; thence North 71 degrees 14 minutes 00 seconds 00 seconds West 32.22 feet along said Limited Access R/W boundary to point #9 on said plat; thence North 79 degrees 00 minutes 00 seconds West 286.52 feet along said Limited Access R/W boundary to point #1 0 on said plat, which point is on the west line of said Lot 66; thence North 0 degrees 30 minutes 47 seconds West 32.18 feet along said west line to the northwest corner of said Lot 66; thence North 89 degrees 29 minutes 13 seconds East 397.38 feet along the north line of said lots to the northeast corner of said Lot 91; thence South 0 degrees 30 minutes 47 seconds East 100.00 feet along the east line of said Lot 91 to the point of beginning and containing 28,562 square feet, more or less.

Parcel 51

A part of the lands acquired by the State of Indiana per Deed Book 207, page 316-318 and recorded October 27, 1966 and Deed Book 202, page 123-124 and recorded March 18, 1966, in Hamilton County, Indiana described as follows: A part of Lot 90 of College Hills Addition to Hamilton County, Indiana, which subdivision is recorded as Deed Record 119, page 30-31, in the Office of the Recorder of Hamilton County, Indiana, and being all that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked as . EXHIBIT "B", described as follows: Beginning at the northeast corner of said lot; thence
South 0 degrees 30 minutes 47 seconds East 30.16 feet along the east line of said lot to point #11 on said plat, which point is on the northern Limited Access R/W boundary of Interstate 465; thence North 71 degrees 14 minutes 00 seconds West 91.34 feet along the Limited Access R/W boundary of said Interstate 465 to the north line of said lot; thence North 89 degrees 29 minutes 13 seconds East 86.22 feet along said north line to the point of beginning and containing 1,300 square feet, more or less.

**SUMMARY**

<table>
<thead>
<tr>
<th><strong>Infrastructure</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Religious Facilities</td>
<td>N/A</td>
</tr>
<tr>
<td>Airports</td>
<td>N/A</td>
</tr>
<tr>
<td>Cemeteries</td>
<td>N/A</td>
</tr>
<tr>
<td>Hospitals</td>
<td>N/A</td>
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<tr>
<td>Schools</td>
<td>N/A</td>
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<tr>
<td>Recreational Facilities</td>
<td>2</td>
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<tr>
<td>Pipelines</td>
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</tr>
<tr>
<td>Railroads</td>
<td>2</td>
</tr>
<tr>
<td>Trails</td>
<td>5</td>
</tr>
<tr>
<td>Managed Lands</td>
<td>1</td>
</tr>
</tbody>
</table>

**Explanation:**

**Recreational Facilities:** There are two (2) Recreational Facilities located within the ½ mile buffer. The presence of these Recreational Facilities will not impact the sale of the parcels.

**Pipelines:** There is one (1) Pipeline (Buckeye Pipe Line Company, Refined Product) located within the ½ mile buffer. The presence of this Pipeline will not impact the sale of the parcels.

**Railroads:** There are two (2) Railroads located within the ½ mile buffer. The presence of these Railroads will not impact the sale of the parcels.

**Trails:** There are five (5) Trails located within the ½ mile buffer. The presence of these Trails will not impact the sale of the parcels.

**Managed Lands:** There is one (1) Managed Land (Monon Greenway) located within the ½ mile buffer. The presence of this Managed Land will not impact the sale of the parcels.

<table>
<thead>
<tr>
<th><strong>Water Resources</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>NWI - Points</td>
<td>N/A</td>
</tr>
<tr>
<td>Karst Springs</td>
<td>N/A</td>
</tr>
<tr>
<td>Canal Structures – Historic</td>
<td>N/A</td>
</tr>
<tr>
<td>NWI - Lines</td>
<td>N/A</td>
</tr>
<tr>
<td>IDEM 303d Listed Rivers and Streams (Impaired)</td>
<td>N/A</td>
</tr>
<tr>
<td>Rivers and Streams</td>
<td>6</td>
</tr>
<tr>
<td>Canal Routes - Historic</td>
<td>N/A</td>
</tr>
<tr>
<td>NWI - Wetlands</td>
<td>3</td>
</tr>
<tr>
<td>IDEM 303d Listed Lakes</td>
<td>N/A</td>
</tr>
<tr>
<td>Lakes</td>
<td>10</td>
</tr>
<tr>
<td>Floodplain - DFIRM</td>
<td>1</td>
</tr>
<tr>
<td>Cave Entrance Density</td>
<td>N/A</td>
</tr>
<tr>
<td>Sinkhole Areas</td>
<td>N/A</td>
</tr>
<tr>
<td>Sinking-Stream Basins</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Explanation:**

**NWI – Wetlands:** There are three (3) NWI - Wetlands located within the ½ mile buffer. The presence of these NWI - Wetlands will not impact the sale of the parcels.

**Lakes:** There are ten (10) Lakes located within the ½ mile buffer. The presence of these Lakes will not impact the sale of the parcels.

**Floodplain - DFIRM:** There is one (1) Floodplain located within the ½ mile buffer. The presence of this Floodplain will not impact the sale of the parcels.

**Rivers and Streams:** There are six (6) Rivers located within the ½ mile buffer. The presence of these Rivers will not impact the sale of the parcels.
Karst Springs: The subject parcel is not located within the Karst Memorandum of Understanding (MOU) Potential Karst Features Region. The sale of the subject parcel is not anticipated to impact any karst features.

<table>
<thead>
<tr>
<th>Mining/Mineral Exploration</th>
</tr>
</thead>
<tbody>
<tr>
<td>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:</td>
</tr>
<tr>
<td>Petroleum Wells</td>
</tr>
<tr>
<td>Mines – Surface</td>
</tr>
</tbody>
</table>

Explanation:
There are no Mining/Mineral Exploration located within the ½ mile buffer.

<table>
<thead>
<tr>
<th>Hazmat Concerns</th>
</tr>
</thead>
<tbody>
<tr>
<td>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:</td>
</tr>
<tr>
<td>Brownfield Sites</td>
</tr>
<tr>
<td>Corrective Action Sites (RCRA)</td>
</tr>
<tr>
<td>Confined Feeding Operations</td>
</tr>
<tr>
<td>Construction Demolition Waste</td>
</tr>
<tr>
<td>Industrial Waste Sites (RCRA Generators)</td>
</tr>
<tr>
<td>Infectious/Medical Waste Sites</td>
</tr>
<tr>
<td>Lagoon/Surface Impoundments</td>
</tr>
<tr>
<td>Leaking Underground Storage Tanks (LUSTs)</td>
</tr>
<tr>
<td>Manufactured Gas Plant Sites</td>
</tr>
<tr>
<td>NPDES Facilities</td>
</tr>
<tr>
<td>NPDES Pipe Locations</td>
</tr>
<tr>
<td>Open Dump Sites</td>
</tr>
</tbody>
</table>

Explanation:
State Cleanup Sites: There are two (2) State Cleanup Sites located within the ½ mile buffer. The presence of these State Cleanup Sites will not impact the sale of the parcels.

Underground Storage Tanks: There is one (1) Underground Storage Tanks located within the ½ mile buffer. The presence of this Underground Storage Tank will not impact the sale of the parcels.

NPDES Pipe Locations: There is one (1) NPDES Pipe located within the ½ mile buffer. The presence of this NPDES Pipe will not impact the sale of the parcels.

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

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

Cultural Resources
A request for review was made to INDOT Environmental Services, Cultural Resources, and will be submitted under separate documentation.
RECOMMENDATIONS

INFRASTRUCTURE: N/A
WATER RESOURCES: N/A
MINING/MINERAL EXPLORATION: N/A
HAZMAT CONCERNS: N/A
ECOLOGICAL INFORMATION: N/A

CULTURAL RESOURCES: A request for review was made to INDOT Environmental Services, Cultural Resources, and will be submitted under separate documentation.

Prepared by:
Toni Lynn Giffin
Environmental Manager II
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

INDOT Environmental Services concurrence:

Marlene Mathas
Digitally signed by Marlene Mathas
DN: cn=Marlene Mathas, o=INDOT Environmental Services, ou=Hazardous Materials, mail=bmathas@indot.in.gov, c=US
Date: 2013.11.20 07:44:14 -05W (Signature)
This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.
This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.
Red Flag Investigation - Hazmat Map
I-465 - Excess Parcels
LA 5084, Parcels 24 and 24A
LA 0490, Parcel 51
Hamilton County, Indiana

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

Sources:
Non Orthophotography - 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 C, Page 8
## Indiana County Endangered, Threatened and Rare Species List

**County:** Hamilton

<table>
<thead>
<tr>
<th>Species Name</th>
<th>Common Name</th>
<th>FED</th>
<th>STATE</th>
<th>GRANK</th>
<th>SRANK</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mollusk:</strong> Bivalvia (Mussels)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Epioblasma torulosa rangiana</td>
<td>Northern Riffleshell</td>
<td>LE</td>
<td>SE</td>
<td>G2T2</td>
<td>SX</td>
</tr>
<tr>
<td>Epioblasma triquetra</td>
<td>Snufbox</td>
<td>LE</td>
<td>SE</td>
<td>G3</td>
<td>S1</td>
</tr>
<tr>
<td>Lampsis fasciola</td>
<td>Wavyrayed Lampmussel</td>
<td></td>
<td>SSC</td>
<td>G5</td>
<td>S3</td>
</tr>
<tr>
<td>Liguria recta</td>
<td>Black Sandshell</td>
<td></td>
<td></td>
<td>G5</td>
<td>S2</td>
</tr>
<tr>
<td>Obovaria subrotunda</td>
<td>Round Hickorynut</td>
<td></td>
<td>SSC</td>
<td>G4</td>
<td>S1</td>
</tr>
<tr>
<td>Plethobasus cyphus</td>
<td>Sheenpse</td>
<td>LE</td>
<td>SE</td>
<td>G3</td>
<td>S1</td>
</tr>
<tr>
<td>Pleurobema clava</td>
<td>Clubshell</td>
<td>LE</td>
<td>SE</td>
<td>G2</td>
<td>S1</td>
</tr>
<tr>
<td>Ptychobranchus fasciolaris</td>
<td>Kidneyshell</td>
<td></td>
<td>SSC</td>
<td>G4G5</td>
<td>S2</td>
</tr>
<tr>
<td>Quadrula cylindrica cylindrica</td>
<td>Rabbitsfoot</td>
<td>C</td>
<td>SE</td>
<td>G3G4T3</td>
<td>S1</td>
</tr>
<tr>
<td><strong>Insect: Odonata (Dragonflies &amp; Damselflies)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enallagma divagans</td>
<td>Turquoise Bluet</td>
<td>SR</td>
<td>G5</td>
<td>S3</td>
<td></td>
</tr>
<tr>
<td><strong>Amphibian</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acris crepitans blanchardi</td>
<td>Northern Cricket Frog</td>
<td></td>
<td>SSC</td>
<td>G5</td>
<td>S4</td>
</tr>
<tr>
<td>Necturus maculosus</td>
<td>Common mudpuppy</td>
<td></td>
<td>SSC</td>
<td>G5</td>
<td>S2</td>
</tr>
<tr>
<td>Rana pipiens</td>
<td>Northern Leopard Frog</td>
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<td>SSC</td>
<td>G5</td>
<td>S2</td>
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<tr>
<td><strong>Reptile</strong></td>
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<td></td>
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<tr>
<td>Clemmys guttata</td>
<td>Spotted Turtle</td>
<td>SE</td>
<td>G5</td>
<td>S2</td>
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<tr>
<td>Sistrurus catenatus catenatus</td>
<td>Eastern Massasauga</td>
<td>C</td>
<td>SE</td>
<td>G3G4T3Q</td>
<td>S2</td>
</tr>
<tr>
<td><strong>Bird</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bartramia longicauda</td>
<td>Upland Sandpiper</td>
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<td>G5</td>
<td>S3B</td>
<td></td>
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<tr>
<td>Buteo lineatus</td>
<td>Red-shouldered Hawk</td>
<td></td>
<td>SSC</td>
<td>G5</td>
<td>S3</td>
</tr>
<tr>
<td>Certhia americana</td>
<td>Brown Creeper</td>
<td></td>
<td></td>
<td>G5</td>
<td>S2B</td>
</tr>
<tr>
<td>Dendroica cerulea</td>
<td>Cerulean Warbler</td>
<td></td>
<td>SE</td>
<td>G4</td>
<td>S3B</td>
</tr>
<tr>
<td>Haliaeetus leucocephalus</td>
<td>Bald Eagle</td>
<td>LT,PDL</td>
<td>SSC</td>
<td>G5</td>
<td>S2</td>
</tr>
<tr>
<td>Ixobrychus exilis</td>
<td>Least Bittern</td>
<td></td>
<td>SE</td>
<td>G5</td>
<td>S3B</td>
</tr>
<tr>
<td>Lanius ludovicianus</td>
<td>Loggerhead Shrike</td>
<td></td>
<td>SE</td>
<td>G4</td>
<td>S3B</td>
</tr>
<tr>
<td>Nycticorax nyticorax</td>
<td>Black-crowned Night-heron</td>
<td>No Status</td>
<td>SE</td>
<td>G4</td>
<td>S3B</td>
</tr>
<tr>
<td>Thryomanes bewickii</td>
<td>Bewick's Wren</td>
<td></td>
<td>SE</td>
<td>G5</td>
<td>S1B</td>
</tr>
<tr>
<td><strong>Mammal</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxidea taxus</td>
<td>American Badger</td>
<td></td>
<td>SSC</td>
<td>G5</td>
<td>S2</td>
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<tr>
<td><strong>Vascular Plant</strong></td>
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<td>Armoracia aquatica</td>
<td>Lake Cress</td>
<td>SE</td>
<td>G4?</td>
<td>S1</td>
<td></td>
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<tr>
<td>Chelone obliqua var. speciosa</td>
<td>Rose Turtlehead</td>
<td></td>
<td>WL</td>
<td>G4T3</td>
<td>S3</td>
</tr>
<tr>
<td>Drosera intermedia</td>
<td>Spoon-leaved Sundew</td>
<td></td>
<td>SR</td>
<td>G5</td>
<td>S2</td>
</tr>
<tr>
<td>Platanthera leucophaea</td>
<td>Prairie White-fringed Orchid</td>
<td>LT</td>
<td>SE</td>
<td>G2G3</td>
<td>S1</td>
</tr>
</tbody>
</table>

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**Legend:**

- **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; SH = historical in state; 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; G7 = 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; G5 = widespread and abundant in state; G7 = unranked; B = breeding status; S? = unranked; SNR = unranked; SNA = nonbreeding status unranked

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*Indiana Natural Heritage Data Center*

Division of Nature Preserves
Indiana Department of Natural Resources

This data is not the result of comprehensive county surveys.
<table>
<thead>
<tr>
<th>Species Name</th>
<th>Common Name</th>
<th>FED</th>
<th>STATE</th>
<th>GRANK</th>
<th>SRANK</th>
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<td>S3</td>
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</table>

This data is not the result of comprehensive county surveys.

Appendix C, Page 10
September 16, 2013

MEMORANDUM

TO: Ken McMullen, Environmental Services
THRU: Chris Andrews, Environmental Services
THRU: Ron Bales, Environmental Services
FROM: Steve Catron, Excess Land Team
          Real Estate Division

SUBJECT: Request for Archaeological Clearance, Hazardous Waste Survey & CE to Dispose of Excess. This property is EXCESS R/W. The Crawfordsville District has determined the property to be excess.

Project: 0400289
Parcel(s): 24
Code: 5084
County: Marion
Road: I-465

Expected time of completion of the above activities is October 31, 2013

This Division desires to proceed with the disposal of the subject properties, unless there is some indication that the disposal of this property would not be in the best interest of the State. Also, please obtain a clearance letter from the Department of Natural Resources, if needed.
EXHIBIT “A”

Project: 0400289
Code: 5084
Parcel: 24 Excess Land

A part of the lands acquired by the State of Indiana per Instrument #2010006941 and recorded February 16, 2010, in Hamilton County, Indiana described as follows: A part of Lots 66 & 91 of College Hills Addition to Hamilton County, Indiana, which subdivision is recorded as Deed Record 119, page 30-31, in the Office of the Recorder of Hamilton County, Indiana, and being all that part of the grantor’s land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked as EXHIBIT “B”, described as follows: Beginning at the southeast corner of said Lot 91, which point is on the northern Limited Access R/W boundary of Interstate 465; thence South 89 degrees 29 minutes 13 seconds West 86.22 feet along the Limited Access boundary of said Interstate 465; thence North 71 degrees 14 minutes 00 seconds West 32.22 feet along said Limited Access R/W boundary to point #9 on said plat; thence North 79 degrees 00 minutes 00 seconds West 286.52 feet along said Limited Access R/W boundary to point #10 on said plat, which point is on the west line of said Lot 66; thence North 0 degrees 30 minutes 47 seconds West 32.18 feet along said west line to the northwest corner of said Lot 66; thence North 89 degrees 29 minutes 13 seconds East 397.38 feet along the north line of said lots to the northeast corner of said Lot 91; thence South 0 degrees 30 minutes 47 seconds East 100.00 feet along the east line of said Lot 91 to the point of beginning and containing 28,562 square feet, more or less.

Reserving unto the State of Indiana the right to control access along the 286.52-foot, and the 32.22-foot courses described above in the legal description of 28,562 square feet, more or less. This shall be a covenant running with the land and binding on all successors in title.

This description was prepared for the Indiana Department of Transportation by Ronald L. Raney, Indiana Registered Land Surveyor, License Number LS 80870012 on the 1st day of November, 2012.

Ronald L. Raney
EXHIBIT “A”

Code: 0490
Parcel: 51 Excess R/W

A part of the lands acquired by the State of Indiana per Deed Book 207, page 316-318 and recorded October 27, 1966 and Deed Book 202, page 123-124 and recorded March 18, 1966, in Hamilton County, Indiana described as follows: A part of Lot 90 of College Hills Addition to Hamilton County, Indiana, which subdivision is recorded as Deed Record 119, page 30-31, in the Office of the Recorder of Hamilton County, Indiana, and being all that part of the grantor’s land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked as EXHIBIT “B”, described as follows: Beginning at the northeast corner of said lot; thence South 0 degrees 30 minutes 47 seconds East 30.16 feet along the east line of said lot to point #11 on said plat, which point is on the northern Limited Access R/W boundary of Interstate 465; thence North 71 degrees 14 minutes 00 seconds West 91.34 feet along the Limited Access R/W boundary of said Interstate 465 to the north line of said lot; thence North 89 degrees 29 minutes 13 seconds East 86.22 feet along said north line to the point of beginning and containing 1,300 square feet, more or less.

Reserving unto the State of Indiana the right to control access along the 91.34-foot course described above in the legal description of 1,300 square feet, more or less. This shall be a covenant running with the land and binding on all successors in title.

This description was prepared for the Indiana Department of Transportation by Ronald L. Raney, Indiana Registered Land Surveyor, License Number LS 80870012 on the 1st day of November, 2012.

Ronald L. Raney
STATE OF INDIANA
COUNTY OF HAMILTON
STATE OF INDIANA,

Plaintiff,

v.

ROBERT E. WRIGHT AND
MARY LOU WRIGHT AS JOINT TENANTS
WITH RIGHT OF SURVIVORSHIP AND
HAMILTON COUNTY, INDIANA,

Defendants.

IN THE HAMILTON SUPERIOR COURT

CAUSE NO. 29D01-0909-PL-1162

JUDGMENT

The Court, having examined the record of this case and being duly advised, now
finds:

1. Plaintiff filed its Complaint for Appropriation of Real Estate in this case
on September 14, 2009, and Defendants named in the complaint were served with notice
as provided by statute.

2. Defendant, Mary Lou Wright, appeared by counsel on or about
October 14, 2009.

3. Defendants, Robert E. Wright and Hamilton County, Indiana failed to appear in this case.

4. On December 18, 2009, the Court ordered the appropriation of the real
estate described in Plaintiff's complaint and appointed three (3) disinterested parties to
assess the benefits and damages, if any, resulting from Plaintiff's appropriation.

5. On December 22, 2009, the court-appointed appraisers reported to the
Court that Defendants were entitled to receive total just compensation of One Hundred
Seventy-eight Thousand Dollars ($178,000.00) as a result of Plaintiff's appropriation.

6. On December 22, 2009, the Clerk of the Court sent notice of the Report of
Appraisers to all parties and attorneys of record by United States certified mail.
7. If exceptions to the Report of Appraisers are to be filed, they shall be filed within twenty (20) days after notice of the report is sent to all parties and attorneys of record by United States certified mail. Ind.Code § 32-24-1-11.

8. No exceptions to the Report of Appraisers have been filed in this case.

9. When, as here, no exceptions are filed within the prescribed statutory period, the court-appointed appraisers’ report is conclusive as a matter of law, and there is no issue left for trial. *State v. Redmon*, 186 N.E. 328 (Ind. 1933); *Southern Indiana Gas Elec. Co. v. Decker*, 307 N.E. 2d 51 (Ind. 1974).

10. Plaintiff is in the process of paying the court-appointed appraisers’ fees of Three Thousand Six Hundred Dollars ($3,600.00) and depositing the court award in the amount of One Hundred Seventy-eight Thousand Dollars ($178,000.00) with the Clerk of the Court in this case.

11. Defendant, Mary Lou Wright, should now recover One Hundred Seventy-eight Thousand Dollars ($178,000.00) as total just compensation from Plaintiff in this case.

12. The Motion for Judgment should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff, State of Indiana, now holds *fee simple title*, including all rights of possession, to the real estate described in the attached Exhibit A and Exhibit B.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants, Robert E. Wright and Hamilton County, Indiana are defaulted and shall take nothing from this case, that Defendant Mary Lou Wright, should now recover One Hundred Seventy-eight Thousand Dollars ($178,000.00) as total just compensation in this case, all of which is in the process of being paid to the Clerk of the Court in full satisfaction of this *Judgment* and all of Defendant’s claims in this case.
IT IS FURTHER ORDERED that the Clerk of the Court shall promptly send two (2) certified copies of this Judgment to the undersigned Deputy Attorney General who upon receipt will forward with a completed Indiana Sales Disclosure Form to the Hamilton County Assessor to be reviewed and forwarded to the Auditor and Recorder of Hamilton County, Indiana: (1) that said Auditor shall remove the above-described fee simple interest in real estate from the tax records and rolls of Hamilton County and cancel all Tax Year 2010/Payable Year 2011 real estate taxes and subsequent years' taxes thereon; and that said Auditor shall submit evidence of the property duly entered for transfer, by United States mail, to the undersigned Deputy Attorney General; and (2) that said Recorder shall, pursuant to Ind. Code § 8-23-7-31 and without payment of fee, record the transfer of the above-described real estate to the State of Indiana, and that said Recorder shall submit evidence of that recorded transfer, by United States mail, to the undersigned Deputy Attorney General at the Office of the Attorney General, Indiana Government Center South, 5th Floor, 302 W. Washington Street, Indianapolis, IN 46204-2770.

FEB 4 2010

Date: ____________________________

THE HONORABLE STEVEN R. NATION
JUDGE, HAMILTON SUPERIOR COURT NO. 1

THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE.

DATE OF CERTIFICATION 2-5-10

CLERK OF COURT

Peggy Beaver
CLERK HAMILTON COUNTY COURTS
COPIES TO:

Michelle L. Kossmann
Deputy Attorney General
Indiana Attorney General’s Office
302 W. Washington Street, 5th Floor
Indianapolis, IN 46204
Attorney for Plaintiff, State of Indiana

Kerry W. Mann
3500 DePauw Blvd.
Suite 1076
Indianapolis, IN 46268
Attorney for Defendant, Mary Lou Wright

Michael A. Howard
County Attorney, Hamilton County, Indiana
694 Logan Street
Noblesville, IN 46060
Attorney for Defendant, Hamilton County, Indiana

The Honorable Debbie Folkerts
Assessor, Hamilton County, Indiana
33 N. 9th St., Suite 214
Noblesville, IN 46060

The Honorable Robin M. Mills
Auditor of Hamilton County, Indiana
33 N. 9th St., Suite L.21
Noblesville, IN 46060

The Honorable Jennifer Hayden
Recorder of Hamilton County, Indiana
33 N. 9th St., Suite 309
Noblesville, IN 46060
Lots Numbered 66 and 91 in College Hills, an addition in Hamilton County, Indiana, as per plat thereof recorded in Deed Record 119, pages 30 and 31, in the Office of the Recorder of Hamilton County, Indiana.

This description was retyped from the grantor’s deed for the Indiana Department of Transportation by Trent E. Newport, Indiana Registered Land Surveyor, License Number 29600021, on the 11th day of September, 2009.

[Signature]

TRENT E. NEWPORT
INDIANA LAND SURVEYOR
NO. LS 29600021
To the best of my knowledge and belief, this plot, together with the "Location Control Route Survey" recorded as Instrument Number 2058-137840 in the Office of the Recorder of Marion County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Title 865 Indiana Administrative Code 1-12, "Rule 12".

Trent E. Newport
Deed Surveyor No. 29600021
State of Indiana

Owner: Robert E. & Mary Lou Wright

Drawn By: K. Knapp 3/30/09
Checked By: R. Perry 3/30/09
DBS No. 0402299

Sheet Record 278, Page 365-366
Date: 12/30/1974

Dimensions Shown Are From The Above Listed Record Setations
STATEMENT OF THE BASIS FOR JUST COMPENSATION

1. This is a written statement of, and summary of the basis for, the establishment of the amount believed to be, through a valuation process, just compensation for the purchase of this right-of-way for highway purposes. The amount set forth in Item 5 below is not less than the approved estimate of value. Public Law 91-646 as amended, the "Uniform Act" and as codified in Indiana at IC 8-23-17-1 through 8-23-17-35, provides, this value disregards any decrease or increase in fair market value of the property prior to the date of valuation caused by the public improvement for which the property is acquired other than physical deterioration within reasonable control of the owner.

2. The legal description of this acquisition is set forth in the instrument of conveyance in the following identified parcel and this acquisition is identified in the Acquiring Agency’s records as:

Des. # 0400289 Parcel 24 Road I-465 County Hamilton

Owner(s) Robert E. Wright and Mary Lou Wright

3. The area and type of interest being acquired: 39,177 square feet fee simple

The amount in Item 5 below includes payment for the purchase of all interests in the real property and no separately held interest is being acquired separately in whole or part, except as may be explained in Item 8 below.

4. This acquisition is (Check one):

   a. Total acquisition of the real property.  🔴
   b. Partial acquisition of the real property.  ❌

5. The Agency’s Offer: Just compensation has been determined to be and the Acquiring Agency’s offer for the purchase of this real property is as follows:

   a. Total Land, Land Improvements and Buildings $165,000
   b. Severance Damages (i.e.: Setback, Loss in Value to the Residues, etc) $0
   c. Other Damages (Itemize)
      Cost-To-Cure estimates:
      none $0
      Temporary RW NA

   Total Damages $0

Total amount believed to be Just Compensation offered for this Acquisition is: $165,000

6. The amount in Item 5 above may include payment for the purchase of certain buildings and improvements and their ownership shall pass to the Acquiring Agency. These buildings and improvements are identified as follows:

   1,650 square foot single family residential dwelling

7. The amount in Item 5 above may include payment for the purchase of certain Land Improvements, Fixtures, Equipment, Machinery, Signs, Etc., and their ownership shall pass to the Acquiring Agency. These items are identified as follows:

   Approx. 3,000 sf seeded lawn, 3,800 sf asphalt drive, well, trees and landscaping, one clothesline

8. Items owned by others (i.e.: lessee, tenant, etc.) included in Item 5 above are identified as follows:

   None

9. Remarks: The total fee simple acquisition includes 39,177 square feet new RW and 0,000 square feet existing RW.

April 13, 2009

Signature: [Signature]

Acquiring Agency: [Name]

Appendix D, Page 11
This Indicence Writhe, that

MCCLEOD HITTSON & MARY HITTSON, H.W.

of OAKLAND

COUNTY, in the State of MICHIGAN

Convey and Warrant to

the STATE OF INDIANA for and in consideration of

THIRTY THOUSAND FOUR HUNDRED EIGHTY-

DOLLARS.

the receipt whereof is hereby acknowledged, the following described Real Estate in

COUNTY in the State of Indiana, to wit:

LOT 87, 89 AND 90 IN COLLEGE HILLS, AN ADDITION IN HAMILTON COUNTY,

INDIANA, AS PER PLAT THEREOF, RECORDED IN DEED RECORD 119, PAGES 30 AND 31,

IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

THIS CONVEYANCE IS FOR THE PURPOSES OF A LIMITED ACCESS FACILITY,

AND THE GRANTOR ALSO CONVEYS AND EXTINGUISHES ALL RIGHTS OR EASEMENTS OF

INFRASTRUCTURE FROM OR ACROSS THE ABOVE DESCRIBED REAL ESTATE.

RESERVING, HOWEVER, UNTO THE GRantor THE FOLLOWING DESCRIBED FIXTURES AND

IMPROVEMENTS WHICH ARE TREATED BY THE GRANTOR AND GRATTEE AS PERSONAL

PROPERTY: ONE METAL SHED; WHICH FIXTURES AND IMPROVEMENTS GRANTOR

COWNANTS TO HAVE FREE OF COST TO GRATTEE OFF THE ABOVE DESCRIBED REAL

ESTATE WITHIN THIRTY DAYS FOLLOWING RECEIPT OF THE FIRST CHECK AND WHICH

FIGURES AND IMPROVEMENTS GRANTOR FURNISH COVENTANTS SHALL BE TREATED AS AN

ENCROACHMENT ON SAID LAND AFTER EXPIRATION OF THE FORSAID THIRTY DAYS, SAID

ENCROACHMENT PERMITTING THE GRATTEE TO REMOVE FROM THE ABOVE DESCRIBED REAL

ESTATE, BY DESTRUCTION OR OTHERWISE, SAID FIXTURES AND IMPROVEMENTS WITHOUT

INCURRING ANY LIABILITY WHATSOEVER TO THE GRANTOR,

LAND & IMPROVEMENTS — 30, 400 29

TOTAL CONSIDERATION — 30, 400 29

PAID BY WARRANT NO.

2-15-1926

the Grantor shall clear and convey free of all leases, license, or other interest both legal and equitable, and all encum-

brances of any kind or character on, in and under said land as conveyed.

It is understood between the parties hereto, and their successors in title, and made a covenant hereon which shall run

with the land, that all lands hereinbefore described (excluding any parcels specifically designated as easements or as tem-

porary rights of way) are conveyed in fee simple and not merely for right of way purposes, and that no reversionary rights

whatever are intended to remain in the grantor(s).

And further states that said grantors do hereby represent and state that they are each citizens of the United States of

America, and that said citizenship has existed continuously since prior to April 8, 1940; that they have been domiciled and

residing continuously within the United States prior to April 8, 1940; so that they are not acting directly or indirectly in

any capacity whatsoever for any foreign country or national thereof; that there is no one other than above grantor(s) who

has (have) had any proprietary right, title or interest in the above described real estate, either directly or indirectly, during

grants ownership, that these representations and statements are made under oath to induce the acceptance of this deed

of conveyance.

In Witness Whereof, the said MCCLEOD HITTSON & MARY HITTSON, H.W.

have hereunto set their hand and seal, this 30th day of November, 1926.

(Seal)  (Seal)  (Seal)  (Seal)

MCCLEOD HITTSON  MARY HITTSON

(Seal)  (Seal)

MCCLEOD HITTSON  MARY HITTSON

(Seal)  (Seal)

JAN 21 1926

Appendix D, Page 13
INDIANA DEPARTMENT OF TRANSPORTATION

RIGHT-OF-WAY PLANS

ROUTE: I-465 from P.P. 31+03 to R.P. 34+17

PROJECT NO.

Beginning at a point on the centerline of I-465 east of College Avenue in the S.E. 35 of Section 1, Township 17 North, Range 5 East, Clay Township and extending easterly through Section 2, Township 16 North, Range 5 East of Clay Township, Section 31, Township 16 North, Range 4 East of Clay Township, Section 16, Township 16 North, Range 5 East of Clay Township for a distance of approximately 8,200 feet to a point east of the intersection of I-465 and North River Road in the S.E. 35 of Section 16, Township 17 North, Range 4 East.

URS
One Indiana Square, Suite 300
Indianapolis, IN 46204
317-595-8400
EXHIBIT D
Hold Harmless Affidavit

STATE OF INDIANA )
COUNTY OF __________ )

SS:

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: ______________