

Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated **October 11, 2012**, by and between **THE STATE OF INDIANA** acting through the Indiana Department of Administration, ("Seller") and _____, ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property (collectively, "Property"):

- 1.1 Property. The property commonly known as **2668 South State Road 135, Greenwood, IN, Johnson County, Indiana** described on the attached **Exhibit A** ("Land") together with all buildings, improvements and fixtures constructed or located on the Land ("Buildings") and all easements of record and rights benefiting or appurtenant to the Land (collectively the "Property"), subject to all existing legal rights-of-way, easements, conditions and restrictions of record.
- 1.2 Access. The subject parcel currently has limited public access or right of entry. The buyer will be responsible for gaining legal access to the property. Ingress/Egress permits may be submitted to the Department of Transportation and approved or denied at the agency's sole discretion. No assurance of such a permit is expressed or implied.
- 1.3 Personal Property. No personal property is being sold or conveyed as a part of this Purchase Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Buyer:

With a Copy to:

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

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

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

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

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

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

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

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

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

16. Additional terms.

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

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

BUYER:

Signature

Printed Name

Title

BUYER SHALL TAKE TITLE OF THE PROPERTY AS FOLLOWS:

BUYERS PRIMARY ADDRESS:

SELLER:

State of Indiana acting through the Indiana Department of Administration.

By _____
For:

EXHIBIT "A"

Project No. STP-3741(003)
Code: 4424
Parcel No. 6D Excess Land
Form: WD-1

Sheet 2 of 2

A part of the Southeast Quarter of Section 11, Township 13 North, Range 3 East, Johnson county, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing at the southeast corner of said section: thence South 87 degrees 56 minutes 06 seconds West 140.00 feet along the south line of said section to the prolonged west line of the grantor's land; thence North 0 degrees 12 minutes 48 seconds West 30.02 feet along said prolonged west line to the southwest corner of the grantor's land and the north boundary of C.R. 700 N and the point of beginning of this description; thence North 0 degrees 12 minutes 48 seconds West 175.98 feet along the west line of the grantor's land to the northwest corner of the grantor's land; thence North 87 degrees 56 minutes 06 seconds East 109.98 feet along the north line of the grantor's land to the west boundary of S.R. 135; thence South 0 degrees 12 minutes 48 seconds East 155.33 feet along the boundary of S.R. 135 to the northwestern boundary of the intersection of said S.R. 135 and said County Road; thence South 48 degrees 14 minutes 03 seconds West 32.32 feet along the boundary of the intersection of said S.R. 135 and said County Road to the north boundary of said County road; thence South 87 degrees 56 minutes 06 seconds West 85.79 feet along said north boundary to the point of beginning and containing 0.438 acres, more or less.

EXCEPTING THEREFROM:

Commencing at the southeast corner of said section: thence South 87 degrees 56 minutes 06 seconds West 140.00 feet along the south line of said section to the prolonged west line of the grantor's land; thence North 0 degrees 12 minutes 48 seconds West 30.02 feet along said prolonged west line to the southwest corner of the grantor's land and the point of beginning of this description; ; thence North 00 degrees 12 minutes 48 seconds West along the west line of the grantor's land, a distance of 21.13 feet to the new north boundary of C.R. 700 N; thence North

82 degrees 08 minutes 53 seconds East along the new north boundary of C.R. 700 N, a distance of 38.54 feet to the northwestern boundary of the intersection of said S.R. 135 and said County Road ; thence North 37 degrees 13 minutes 50 seconds East, a distance of 60.40 feet along the boundary of the intersection of said County Road and said S.R. 135 to the new west boundary of S.R. 135; thence North 00 degrees 12 minutes 48 seconds West along the new west boundary of said S.R. 135, a distance of 104.20 feet to the north boundary of the grantor's land; thence North 87 degrees 56 minutes 06 seconds East, a distance of 35.01 feet; thence South 00 degrees 12 minutes 54 seconds East, a distance of 155.33 feet; thence South 48 degrees 14 minutes 03 seconds West, a distance of 32.32 feet; thence South 87 degrees 56 minutes 06 seconds West, a distance of 85.79 feet to the POINT OF BEGINNING; said described tract containing 0.197 Acres, more or less.

Said total described tract after exception, containing 0.242 Acres more or less.

All bearings in this description which are not quoted from record documents are based on the bearing system for Indiana Department of Transportation Project 9803440.

This description was prepared for the Indiana Department of Transportation by John R. Kurtz, Indiana Registered Land Surveyor, License Number 80900003, on the 30 day of March, 2012.



John R. Kurtz 4/3/12

EXHIBIT D

CATEGORICAL EXCLUSION LEVEL 1 FORM	Date: July 16, 2012
---	----------------------------

Initial Version

 Additional Information to CE Level 1 Dated:

Purpose of this document:

CE Level 1 documentation for exempted projects

 State-funded categorical exemption documentation

Approval of Exempt, CE Level 1 or State-Funded CE:



 2012.07.19 15:19:15
 -04'00'

Environmental Scoping Manager or
 Environmental Policy Manager

Date

PROJECT INFORMATION			
Project Number, County, Route	Parcel 6D, Code 4424, Johnson County, SR 135	Des Number	EXCROW
Project Description	<p>Excess right-of-way in the amount of 0.242 acres will be disposed of by sale. The parcel to be sold is located at the intersection of SR 135 and Stones Crossing Road in Johnson County.</p> <p>This property is situated in the southeast quarter of Section 11, Township 13 North, Range 3 East, as shown on the USGS Bargsville topographic quadrangle. See the attached survey for a description of the excess right-of-way being sold.</p>		
Purpose and Need for Action:	<p>The property was part of a 2009 acquisition for the construction of added travel lanes on SR 135 under designation number 9803440.</p> <p>INDOT has determined that this part of the right-of-way is excess and not needed now or at any time in the future. In keeping with its policy of disposal of excess right-of-way, approval has been granted to proceed with the disposal.</p>		
Alternatives Considered:	<p>The Do Nothing alternative was not selected because retaining the parcels would have no benefit to the State of Indiana, and would not conform to INDOT's policy.</p>		
Project Termini:	0.242 acres along SR 135		
Funding Source(s):	<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	Estimated Cost	N/A
Project Sponsor:	INDOT	Project Length	N/A

Name and organization of CE Level 1 Preparer: Brad Williamson, INDOT Seymour District

SCOPE OF THE PROPOSED ACTION		
Public Involvement	No: X	Possible:
Comments:	No public involvement is required.	
Relocation of residences/businesses/etc.*	No: X	Possible:
Comments:	There will be no relocations.	
Right-of-way in acres (permanent and temporary)*	No: X	Possible:
Comments:	No new right-of-way is being acquired. A parcel consisting of 0.242 acres has been determined excess and is no longer needed.	
Added through-traffic lanes – length*	No: X	Possible:
Comments:	No construction will occur.	
Permanent alteration of local traffic pattern*	No: X	Possible:
Comments:	No construction will occur and no traffic patterns will be altered.	
Facility on new location or realignment*	No: X	Possible:
Comments:	No construction will occur.	
Disruption to public facilities/services (such as schools, emergency service)	No: X	Possible:
Comments:	No construction will occur.	
Involvement with existing bridge(s) (Include structure number(s))	No: X	Possible:
Comments:	No bridges exist on the property being disposed of.	

INVOLVEMENT WITH RESOURCES		
Watercourses Impacted (linear feet)	No: X	Possible:
Comments:	No construction will occur, and no watercourses exist on the property being disposed of.	
Other Surface Waters (such as ponds, lakes, reservoirs, in acres)	No: X	Possible:
Comments:	No construction will occur, and no surface waters exist on the property being disposed of.	
Wetlands (acres)*	No: X	Possible:
Comments:	No construction will occur, and no wetlands will be impacted by this activity.	
Disturbance of Terrestrial Habitat (acres)	No: X	Possible:
Comments:	No construction will occur, and no terrestrial habitat will be disturbed.	

INVOLVEMENT WITH RESOURCES		
Karst Features	No: X	Possible:
Comments:	No construction will occur, and no karst features will be impacted.	
Threatened and Endangered Species Present/Impacted*	No: X	Possible:
Comments:	No construction will occur, and no threatened or endangered species will be impacted.	
Impacts to Sole Source Aquifer*	No: X	Possible:
Comments:	The parcels are not located within the legally-designated St. Joseph Aquifer system.	
Flood Plains (note transverse or longitudinal impact)	No: X	Possible:
Comments:	No construction will occur, and no flood plains will be impacted.	
Farmland (acres)	No: X	Possible:
Comments:	No construction will occur, and no farmland will be impacted.	
Cultural Resources (Section 106)*	No: X	Possible:
Comments:	This project is within the Area of Potential Effect (APE) for designation number 9803440. It has been determined that no historic properties will be altered, demolished, or removed by disposal of this excess parcel. See the attached email dated June 15, 2012 from INDOT's Cultural Resources Office.	
Section 4(f) and Section 6(f) Resources *	No: X	Possible:
Comments:	No Section 4(f) or Section 6(f) resources will be impacted by this activity.	
Air Quality Non-attainment Area	No: X	Possible:
Comments:	No construction will occur. The conformity procedures of 40 CFR Part 93 do not apply.	
Noise Analysis Required*	No: X	Possible:
Comments:	No construction will occur, and a noise analysis is not required.	
Community/Economic Impacts	No: X	Possible:
Comments:	The property will be available for redevelopment, a possible economic benefit for the community.	
Environmental Justice	No: X	Possible:
Comments:	No right-of-way purchase or relocations will occur, and no Environmental Justice analysis is required.	
Hazardous Materials	No: X	Possible:
Comments:	A Red Flag Investigation was prepared by INDOT's Seymour District and approved by INDOT's Environmental Services on July 12, 2012. The project is not expected to be impacted by hazardous materials. See Appendix for Red Flag Investigation.	

INVOLVEMENT WITH RESOURCES		
Permits	No: X	Possible:
Comments:	No construction will occur, and no permits are required.	

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

ENVIRONMENTAL COMMITMENTS:
<p><u>Required Commitments:</u></p> <ol style="list-style-type: none"> 1. If permanent or temporary right of way amounts change, Environmental Services (ES) will be contacted immediately. (INDOT ES) 2. Any work in a wetland area within INDOT’s right-of-way or in borrow/waste areas is prohibited unless specifically allowed in the US Army Corps of Engineers or IDEM permit. (INDOT ES) 3. If any archaeological artifacts, features, or human remains are uncovered during construction, state law (Indiana Code 14-21-1-27&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. (IDNR) 4. If any potential hazardous materials are discovered during construction the IDEM Spill Line should be notified with details of the discovery within 24 hours. INDOT Office of Environmental Services, Hazardous Materials Unit should then be contacted to organize the proper handling of the material to be in accordance with the IDEM guidelines. (INDOT ES)

Categorical Exclusion Level Thresholds

	Level 1	Level 2	Level 3	Level 4
Relocations	None	≤ 2	> 2	> 10
Right of way¹	< 0.5 acres	< 10 acres	≥ 10 acres	≥ 10 acres
Length of added through lane	None	< 1 miles	≥ 1 mile	≥ 1 mile
Permanent Traffic pattern alteration	None	None	Yes	Yes
New alignment	None	None	< 1 mile	≥ 1 mile ²
Wetlands	< 0.1 acres	< 1 acre	< 1 acre	≥ 1 acre
Stream Impacts	≤ 300 linear feet of stream impacts, no work beyond 75 feet from pavement	> 300 linear feet impacts, or work beyond 75 feet from pavement	N/A	N/A
Section 4(f)*	None	None	None	Any impacts
Section 6(f)	None	None	Any impacts	Any impacts
Section 106	“No Historic Properties Affected” or falls within guidelines of Minor Projects PA	“No Adverse Effect” or “Adverse Effect”	N/A	If ACHP involved
Noise Analysis Required	No	No	Yes ³	Yes ³
Threatened/Endangered Species*	“Not likely to Adversely Affect”, or Falls within Guidelines of USFWS 9/8/93 Programmatic Response	N/A	N/A	“Likely to Adversely Affect” ⁴
Sole Source Aquifer Groundwater Assessment	Detailed Assessment Not Required	Detailed Assessment Not Required	Detailed Assessment Not Required	Detailed Assessment Required
Approval Level • ESM ⁵ • ES ⁶ • FHWA	Yes	Yes	Yes Yes	Yes Yes Yes

*These thresholds have changed from the March 2009 Manual.

¹Permanent and/or temporary right of way.

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

³In accordance with INDOT’s Noise Policy.

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

⁵Environmental Scoping Manager

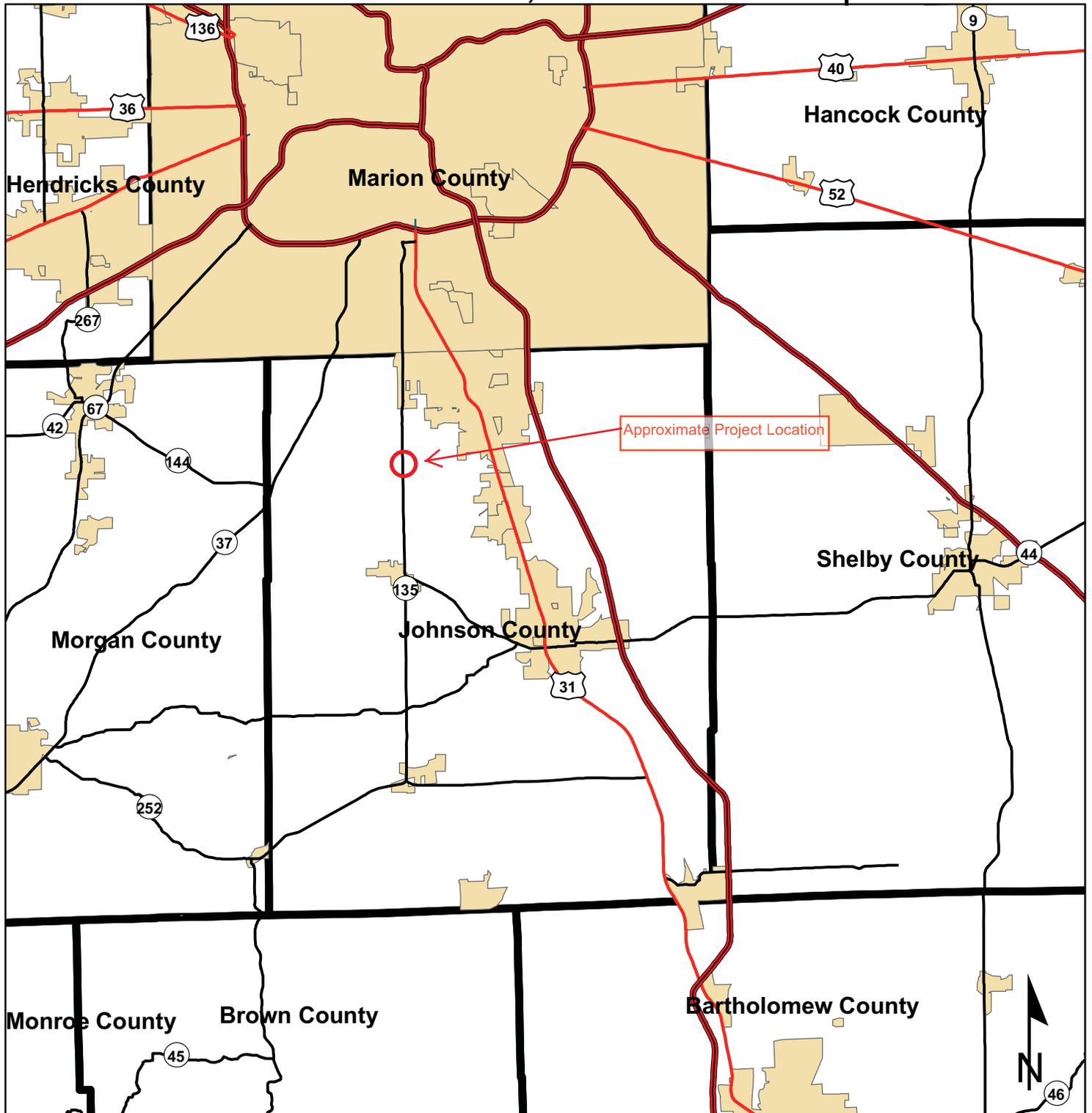
⁶Environmental Services

Appendix

Intersection of SR 135 and Stones Crossing Road

SR 135, Johnson County, Indiana

LA #4424 Parcel 6D, Sale of excess parcel



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

Sources: Non Orthophotography

Data - Obtained from the State of Indiana Geographical Information Office Library

Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)

Map Projection: UTM Zone 16 N **Map Datum:** NAD83

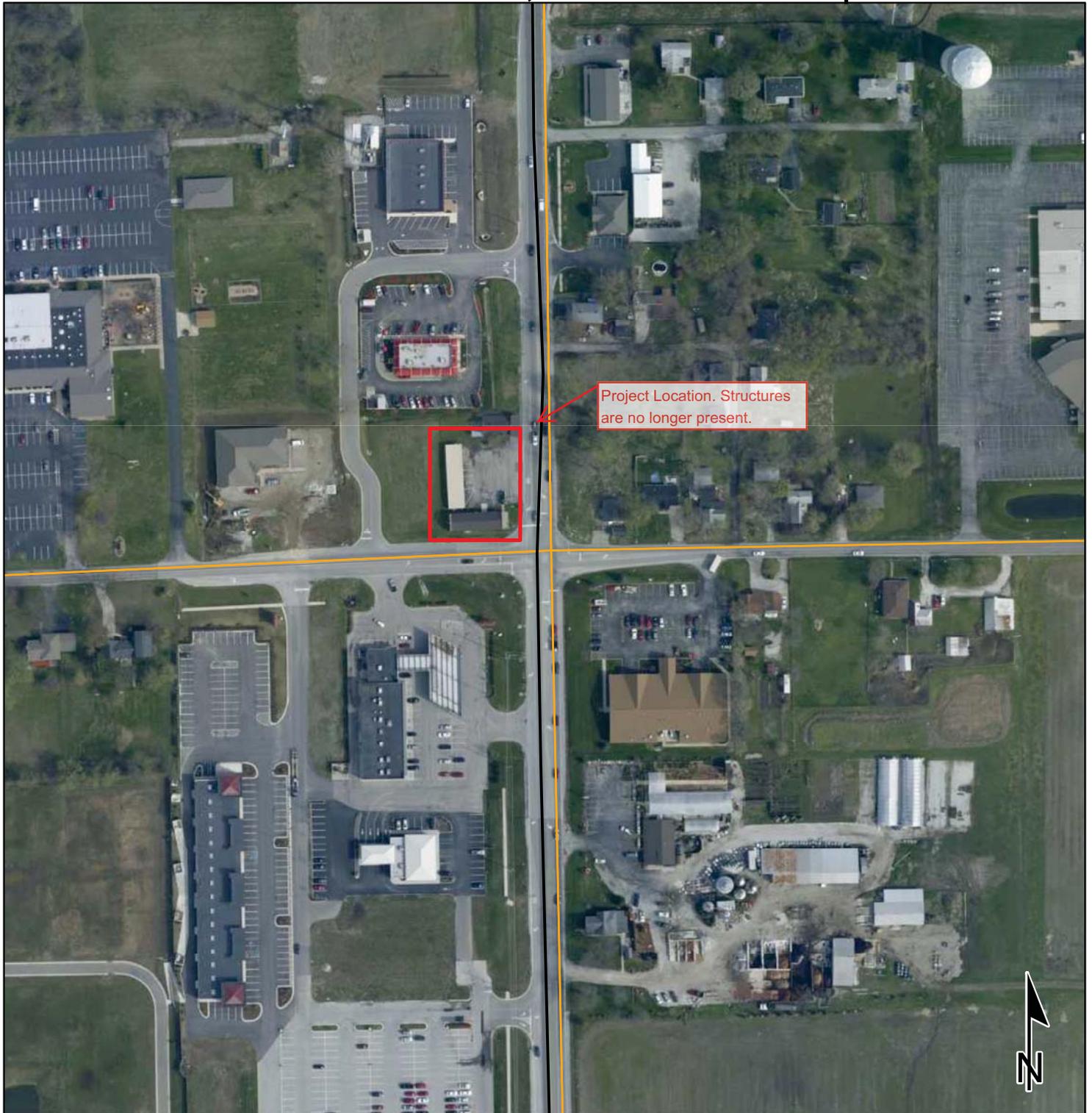
Scale 1:319,940 Miles
 5 2.5 0 5



Intersection of SR 135 and Stones Crossing Road

SR 135, Johnson County, Indiana

LA #4424 Parcel 6D, Sale of excess parcel



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

Sources: Non Orthophotography

Data - Obtained from the State of Indiana Geographical Information Office Library

Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)

Map Projection: UTM Zone 16 N **Map Datum:** NAD83

Scale 1:2,471 Miles

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

LA 4424 Site Photos.

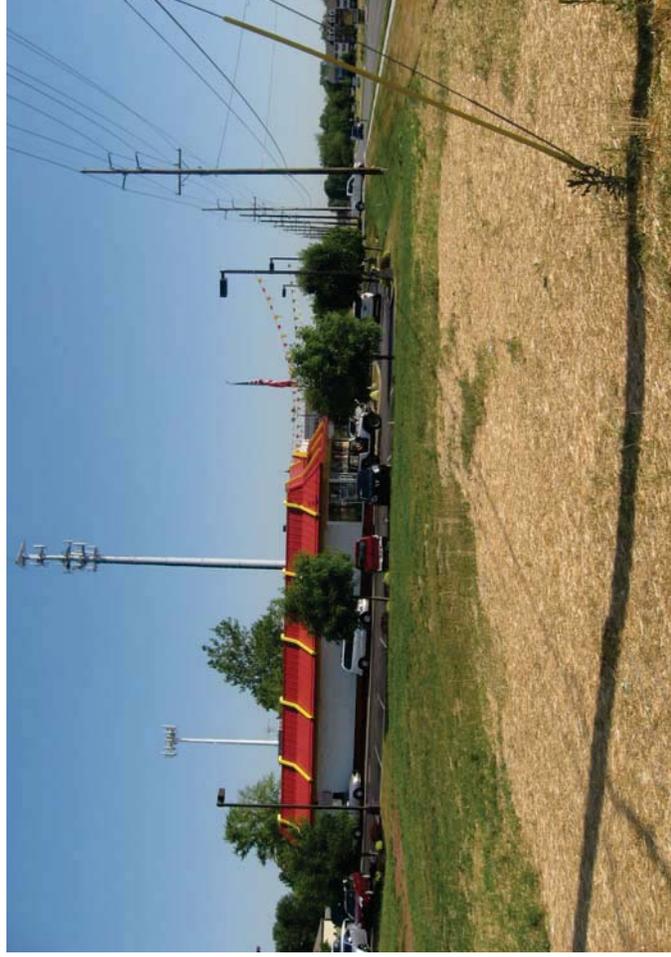


Photo 1 - Looking north

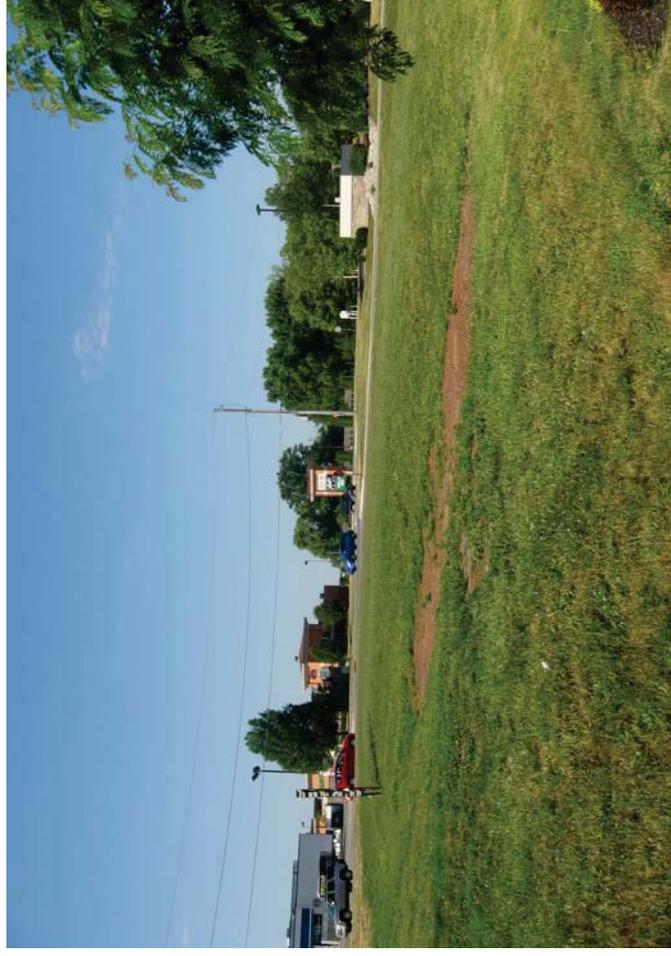


Photo 2- Looking southwest



Photo 3- Looking south

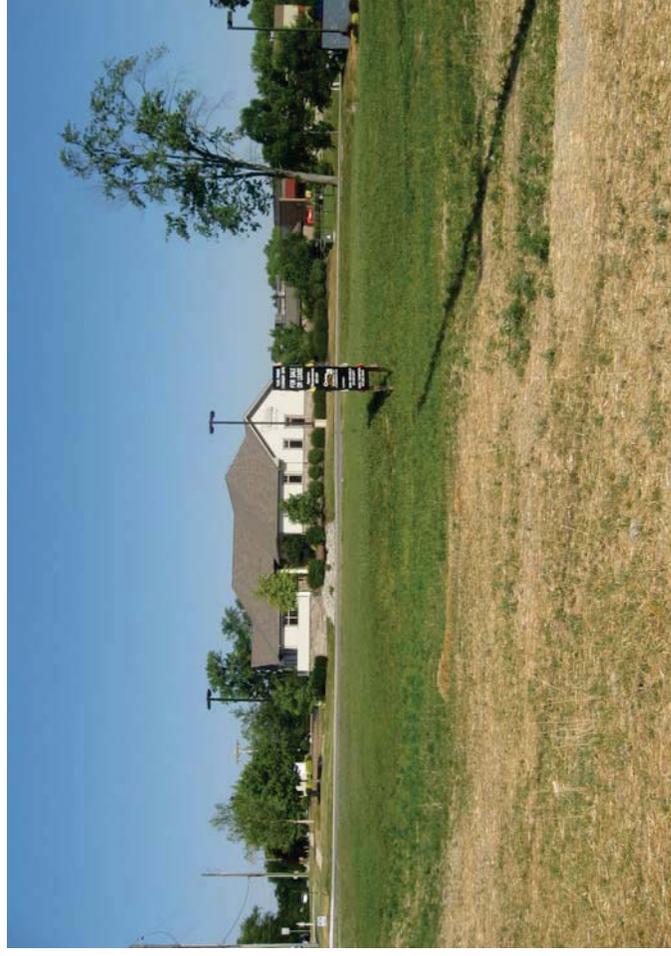


Photo 4- Looking west

EXHIBIT "A"

Project No. STP-3741(003)
Code: 4424
Parcel No. 6D Excess Land
Form: WD-1

Sheet 2 of 2

A part of the Southeast Quarter of Section 11, Township 13 North, Range 3 East, Johnson county, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing at the southeast corner of said section: thence South 87 degrees 56 minutes 06 seconds West 140.00 feet along the south line of said section to the prolonged west line of the grantor's land; thence North 0 degrees 12 minutes 48 seconds West 30.02 feet along said prolonged west line to the southwest corner of the grantor's land and the north boundary of C.R. 700 N and the point of beginning of this description; thence North 0 degrees 12 minutes 48 seconds West 175.98 feet along the west line of the grantor's land to the northwest corner of the grantor's land; thence North 87 degrees 56 minutes 06 seconds East 109.98 feet along the north line of the grantor's land to the west boundary of S.R. 135; thence South 0 degrees 12 minutes 48 seconds East 155.33 feet along the boundary of S.R. 135 to the northwestern boundary of the intersection of said S.R. 135 and said County Road; thence South 48 degrees 14 minutes 03 seconds West 32.32 feet along the boundary of the intersection of said S.R. 135 and said County Road to the north boundary of said County road; thence South 87 degrees 56 minutes 06 seconds West 85.79 feet along said north boundary to the point of beginning and containing 0.438 acres, more or less.

EXCEPTING THEREFROM:

Commencing at the southeast corner of said section: thence South 87 degrees 56 minutes 06 seconds West 140.00 feet along the south line of said section to the prolonged west line of the grantor's land; thence North 0 degrees 12 minutes 48 seconds West 30.02 feet along said prolonged west line to the southwest corner of the grantor's land and the point of beginning of this description; ; thence North 00 degrees 12 minutes 48 seconds West along the west line of the grantor's land, a distance of 21.13 feet to the new north boundary of C.R. 700 N; thence North

82 degrees 08 minutes 53 seconds East along the new north boundary of C.R. 700 N, a distance of 38.54 feet to the northwestern boundary of the intersection of said S.R. 135 and said County Road ; thence North 37 degrees 13 minutes 50 seconds East, a distance of 60.40 feet along the boundary of the intersection of said County Road and said S.R. 135 to the new west boundary of S.R. 135; thence North 00 degrees 12 minutes 48 seconds West along the new west boundary of said S.R. 135, a distance of 104.20 feet to the north boundary of the grantor's land; thence North 87 degrees 56 minutes 06 seconds East, a distance of 35.01 feet; thence South 00 degrees 12 minutes 54 seconds East, a distance of 155.33 feet; thence South 48 degrees 14 minutes 03 seconds West, a distance of 32.32 feet; thence South 87 degrees 56 minutes 06 seconds West, a distance of 85.79 feet to the POINT OF BEGINNING; said described tract containing 0.197 Acres, more or less.

Said total described tract after exception, containing 0.242 Acres more or less.

All bearings in this description which are not quoted from record documents are based on the bearing system for Indiana Department of Transportation Project 9803440.

This description was prepared for the Indiana Department of Transportation by John R. Kurtz, Indiana Registered Land Surveyor, License Number 80900003, on the 30 day of March, 2012.



John R. Kurtz 4/3/12

Right Of Way Parcel Plat

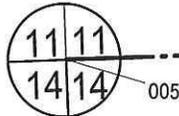
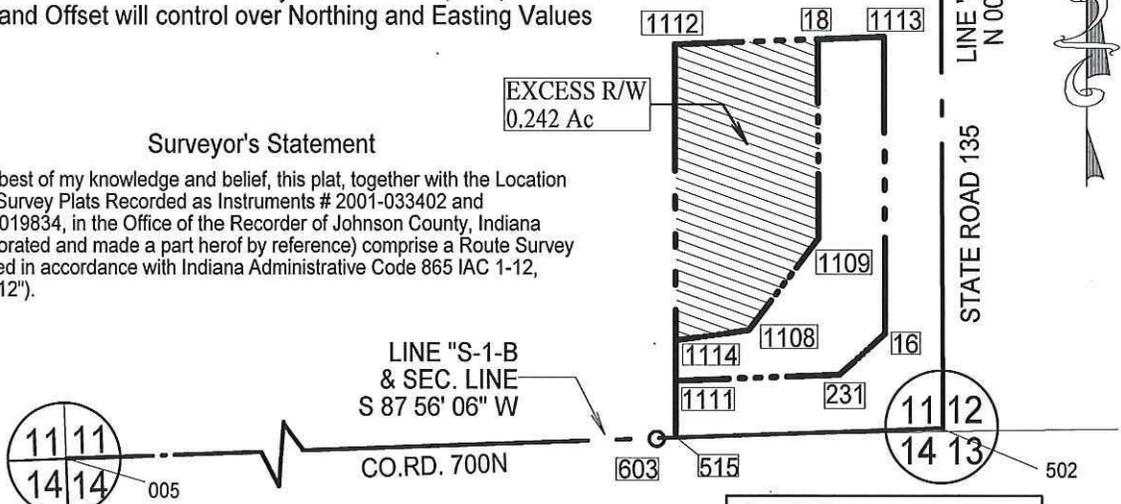
Exhibit "B"

Number	Coordinate Chart		Station	Offset
	North	East		
16	12522.6694	9954.7077	550+70.00	30.00 Lt Line B
18	12676.7387	9919.1335	552+24.20	65.00 Lt Line B
231	12501.1414	9930.6011	09+46.41	30.55 Lt Line S-1-B
515	12468.0389	9844.9835	08+60.00	0.00 Lt Line B
1108	12524.4442	9882.9756	08+99.68	55.15 Lt Line S-1-B
1109	12572.5387	9919.5217	551+20.00	65.00 Lt Line B
1111	12498.0503	9844.8718	08+60.93	30.00 Lt Line S-1-B
1113	12678.0004	9954.1251	552+25.33	30.00 Lt Line B
1114	12519.1785	9844.7931	08+61.58	51.12 Lt Line S-1-B

See Location Control Route Survey for Points 502, 503, 005
 Station and Offset will control over Northing and Easting Values

Surveyor's Statement

To the best of my knowledge and belief, this plat, together with the Location Route Survey Plats Recorded as Instruments # 2001-033402 and #2005-019834, in the Office of the Recorder of Johnson County, Indiana (Incorporated and made a part herof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").



LINE "S-1-B
& SEC. LINE
S 87 56' 06" W
CO.RD. 700N

Curve Data
 PC 8+49.86 Line "S-1-B"= P# 603
 PI 550+20.30 Line "B" = P# 502
 =PI 10+00.00 Line "S-1-B" P# 502
 Delta= 02°01'26" (Curve to Right)
 R= 8500.00'
 T= 150.14
 L= 300.26
 E= 1.33'

John R. Kurtz
 John R. Kurtz, LS
 Date: 04/09/2012
 Indiana Lic. No. 80900003



Hatched area is approximate taking

SCALE 1 inch= 100 feet

Owner: State of Indiana	Des. No.: 9803440
Parcel #: 6D EXCESS LAND	Drawn By: J. KURTZ
Code #: 4424	Checked By:
Project #: 9803440	
Road #: S.R. 135	
Section: 11	
Township: 13 North	
Range: 3 East	
County: Johnson	

Tax ID: 41-04-11-044-005.000-041
 Tax ID: 41-04-11-044-006.000-041
 Instrument 2009-007129
 Instrument 2000-027392

Indiana Department of Transportation
 Seymour District
 185 Agrico Lane, Seymour, IN 47274



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204-2216 (317) 232-5348 FAX: (317) 233-4929

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

Date: July 12, 2012

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

From: Brad Williamson
Seymour District
185 Agrico Lane
Seymour, Indiana 47274

Re: RED FLAG INVESTIGATION
LA 4424 Parcel 6D
Sale of Excess Parcel
SR 135
Johnson County, Indiana

NARRATIVE

This project consists of the sale of an excess parcel that INDOT does not need to retain. The buildings shown on the aerial photos are no longer present at the site. No construction will occur as part of this project.

SUMMARY

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

Explanation: (Please provide a separate paragraph for each item.)

A railroad, cemetery, religious facility, recreational facility, two trails, and two pipelines are present within the ½ mile radius for this project, but will none of the resources will be impacted by this project.

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

Explanation: (Please provide a separate paragraph for each item.)

A wetland line is located within the ½ mile radius, but no impacts are expected.

Three Wetland Polygons are located within the ½ mile radius, but no impacts are expected.

A river is located within the ½ mile radius, but no impacts are expected.

Three lakes are located within the ½ mile radius, but no lakes are expected to be impacted by this project.

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

Explanation: (Please provide a separate paragraph for each item.)

No mining/mineral exploration is known to exist within the ½ mile radius, therefore no impacts are expected.

Ecological Information

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

- 22 of aquatic species, terrestrial species (vertebrate/invertebrate), avian species, and vascular plants from the state list
- 4 of aquatic species, terrestrial species (vertebrate/invertebrate), avian species, and vascular plants from the federal list
- 0 of state and or federal habitats listed

Although several endangered, threatened, or rare species are listed in Johnson County, none are shown within ½ mile radius on the Indiana Heritage Database. Therefore no impacts are expected and no further coordination is necessary.

Cultural Resources

The cultural resources section will be contacted about performing the necessary work for this project.

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

Explanation: (Please provide a separate paragraph for each item.)

One State Cleanup site is within the ½ mile radius, but will not be impacted by this project.

One confined feeding operation is within the ½ mile radius, but will not be impacted by this project.

One underground storage tank (UST) is within the ½ mile radius, but will not be impacted by this project.

One leaking underground storage site is located immediately south of the parcel to be disposed of. The Leaking UST site south of the subject parcel at 2710 South State Road 135 received a No Further Action Letter from IDEM on August 8, 2008. No additional releases have been noted in the IDEM database since that time. A compliance inspection was performed at the facility on 4-13-10, with no deficiencies noted. No impact from this leaking UST is expected.

RECOMMENDATIONS

Include recommendations from each section. If there are no recommendations, please indicate N/A:

INFRASTRUCTURE: NA

WATER RESOURCES: NA

MINING/MINERAL EXPLORATION: NA

ECOLOGICAL INFORMATION: NA

CULTURAL RESOURCES: The cultural resources section has contacted about performing the necessary work for this project.

HAZMAT CONCERNS: NA

Environmental Services concurrence:

**Marlene
Mathas**

Digitally signed by Marlene Mathas
DN: cn=Marlene Mathas, o=INDOT
Environmental Services, ou=Hazardous
Materials, email=mmathas@indot.in.gov,
c=US
Date: 2012.07.12 13:44:40 -04'00'

(Signature)

Prepared by:

Brad Williamson

Environmental Manager 2

INDOT Seymour District

Graphics:

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

GENERAL SITE MAP SHOWING PROJECT AREA: YES

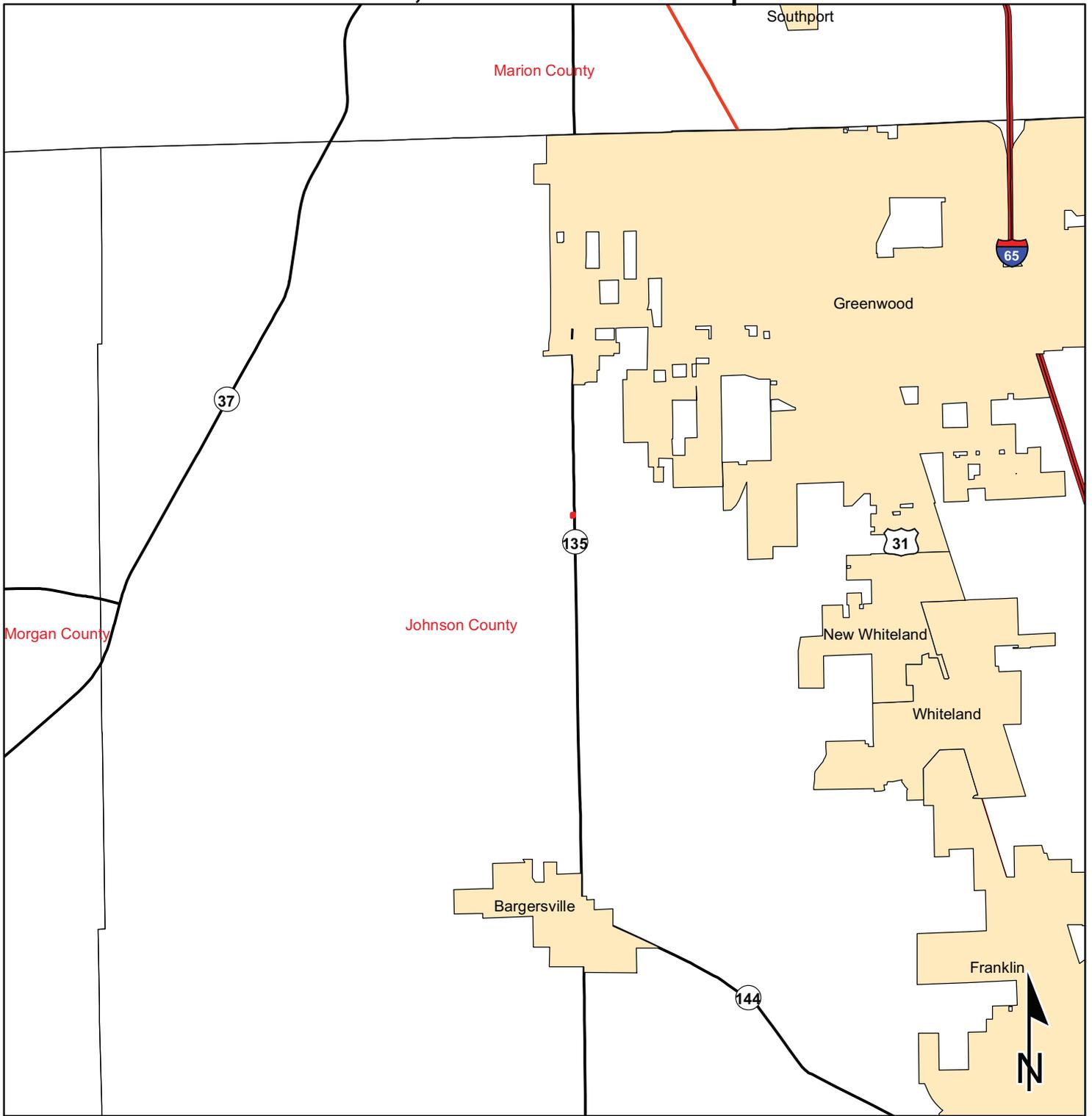
INFRASTRUCTURE: YES

WATER RESOURCES: YES

MINING/MINERAL EXPLORATION: YES

HAZMAT CONCERNS: YES

SR 135 and Stones Crossing Road Johnson County, Indiana LA 4424, Sale of excess parcel



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

Sources: Non Orthophotography

Data - Obtained from the State of Indiana Geographical Information Office Library

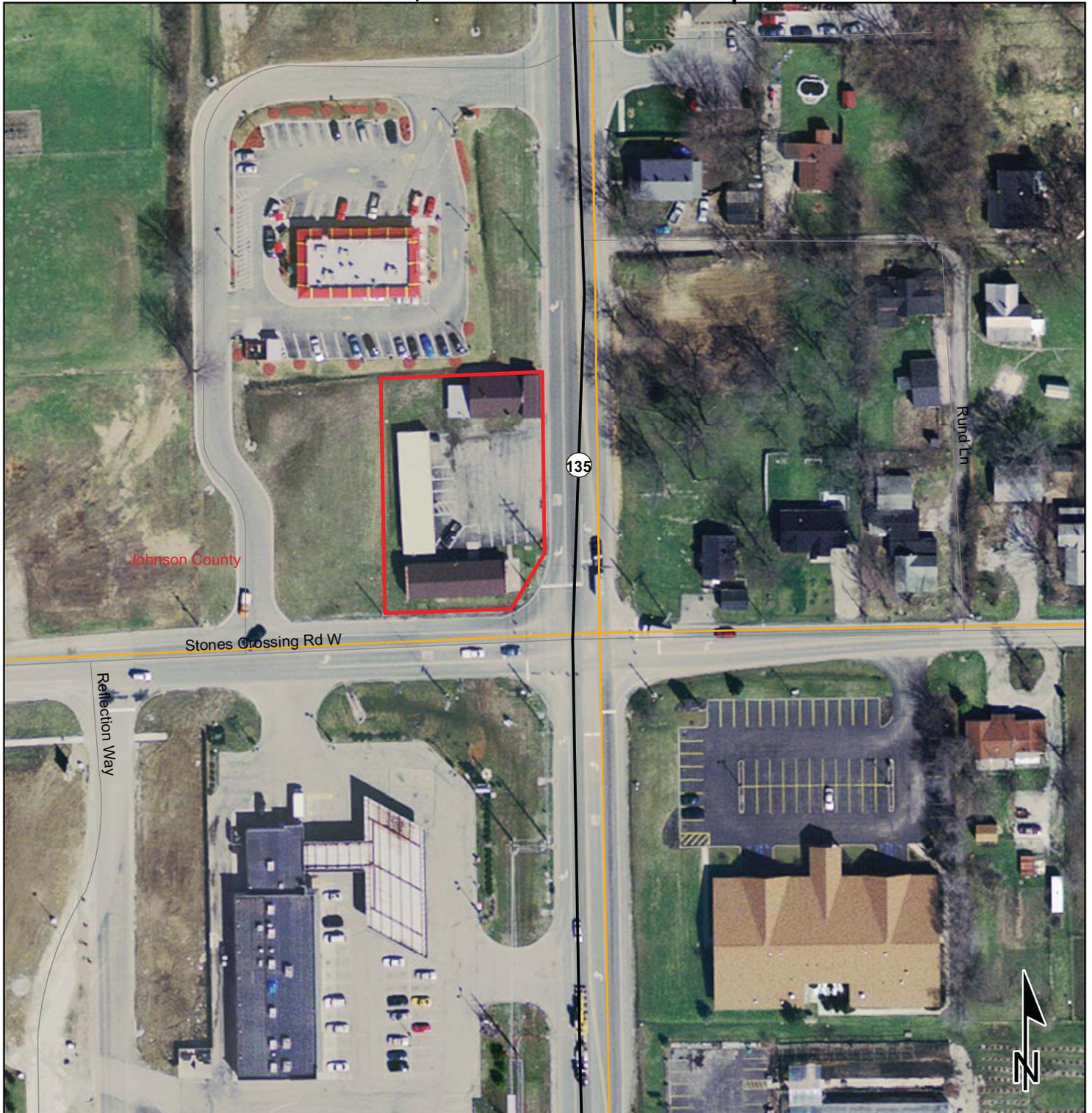
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)

Map Projection: UTM Zone 16 N **Map Datum:** NAD83

Scale 1:91,721



SR 135 and Stones Crossing Road Johnson County, Indiana LA 4424, Sale of excess parcel



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

Sources: Non Orthophotography

Data - Obtained from the State of Indiana Geographical Information Office Library

Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)

Map Projection: UTM Zone 16 N **Map Datum:** NAD83

Scale 1:1,278



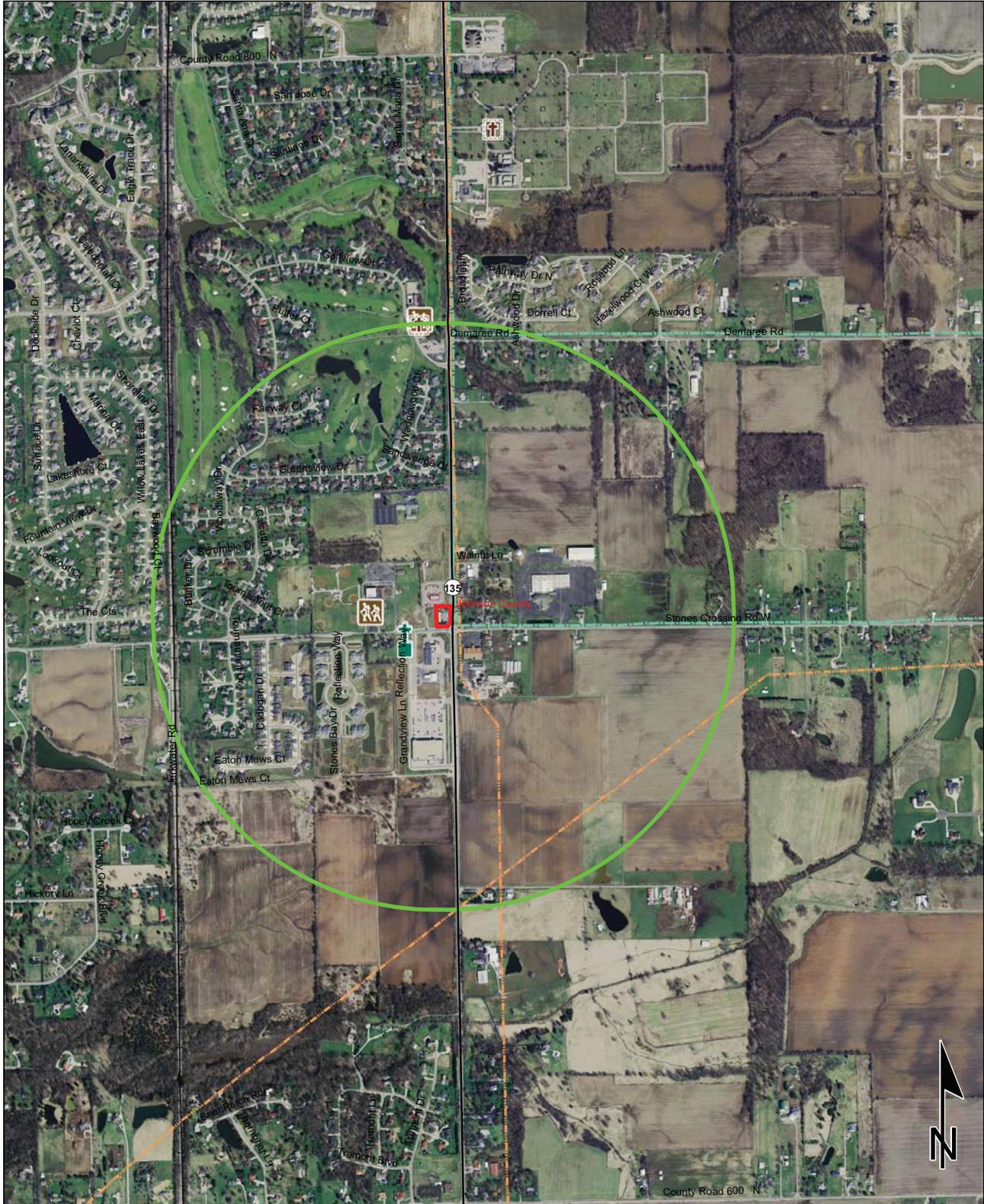
	Section Town and Range		Interstate
	County Boundary		State Route
	Local Road		US Route

Red Flag Investigation - Infrastructure Map

SR 135 at Stones Crossing Road

LA 4424 , Sale of excess parcel

Johnson County, Indiana



Miles
 0 0.25 0.5 1.0 1.5 2.0

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

Sources:

Non Orthophotography

Data - Obtained from the State of Indiana Geographical Information Office Library

Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)

Map Projection: UTM Zone 16 N **Map Datum:** NAD83

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

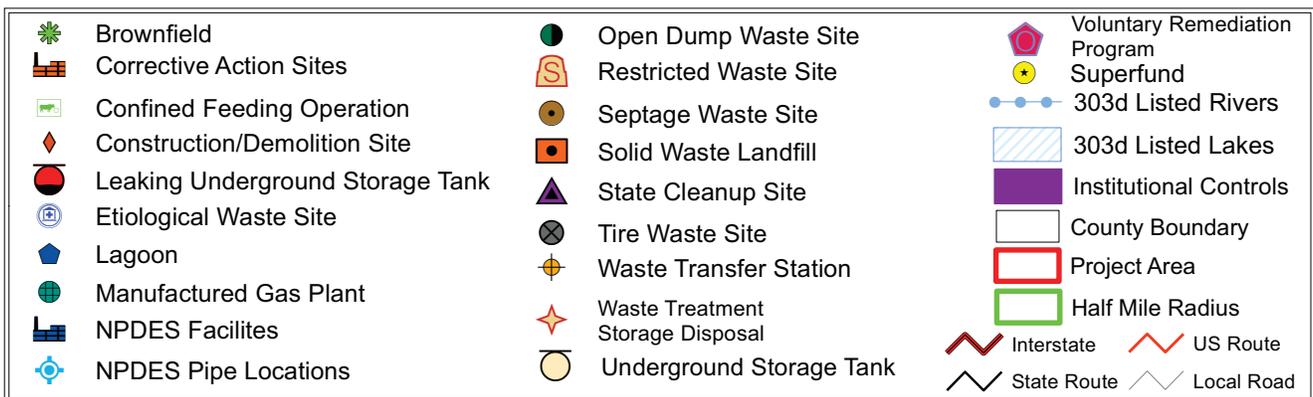
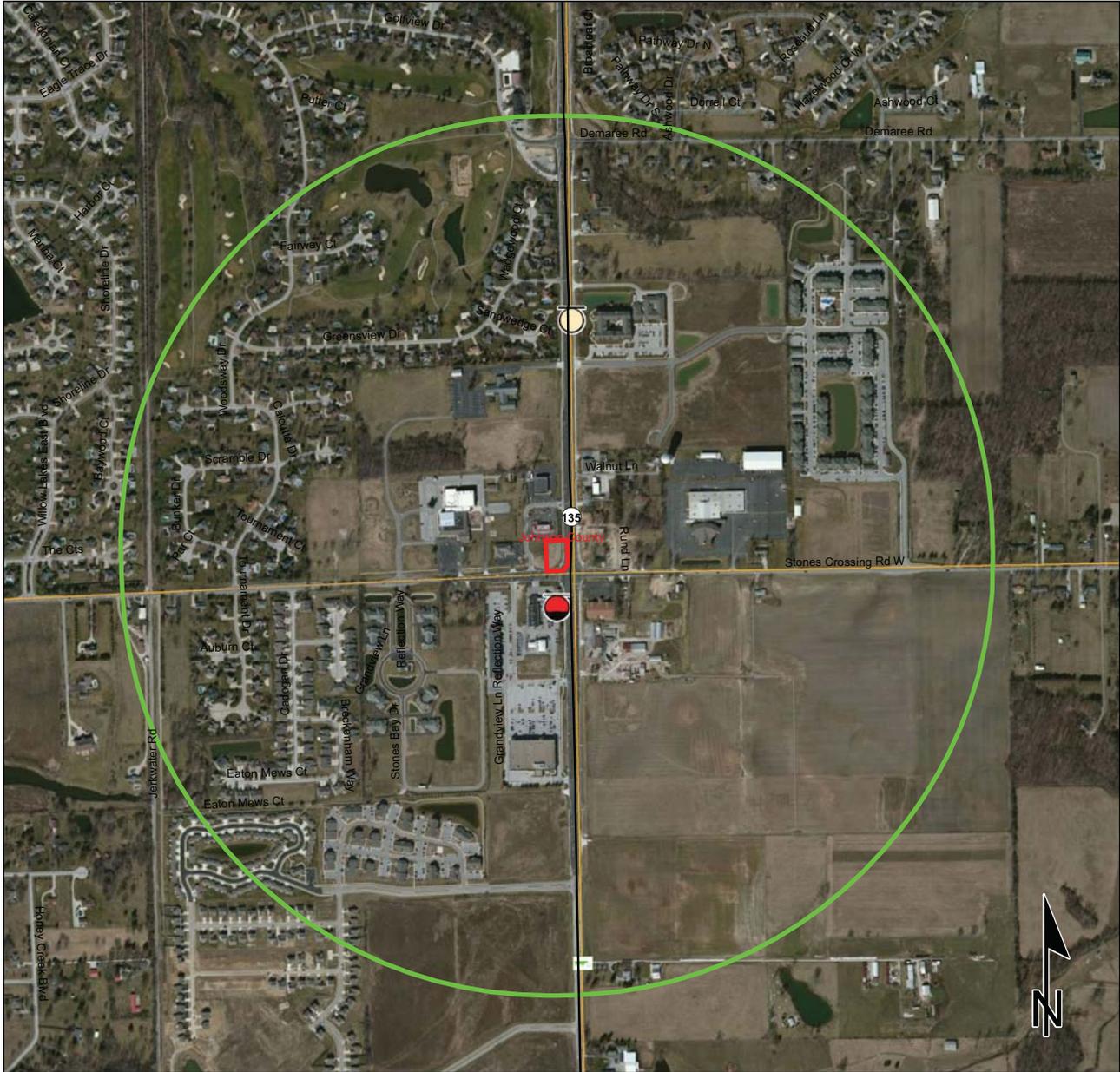


Red Flag Investigation - Hazardous Materials Concerns Map

SR 135 at Stones Crossing Road

LA 4424 , Sale of excess parcel

Johnson 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

Data - Obtained from the State of Indiana Geographical Information Office Library

Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)

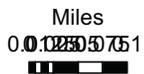
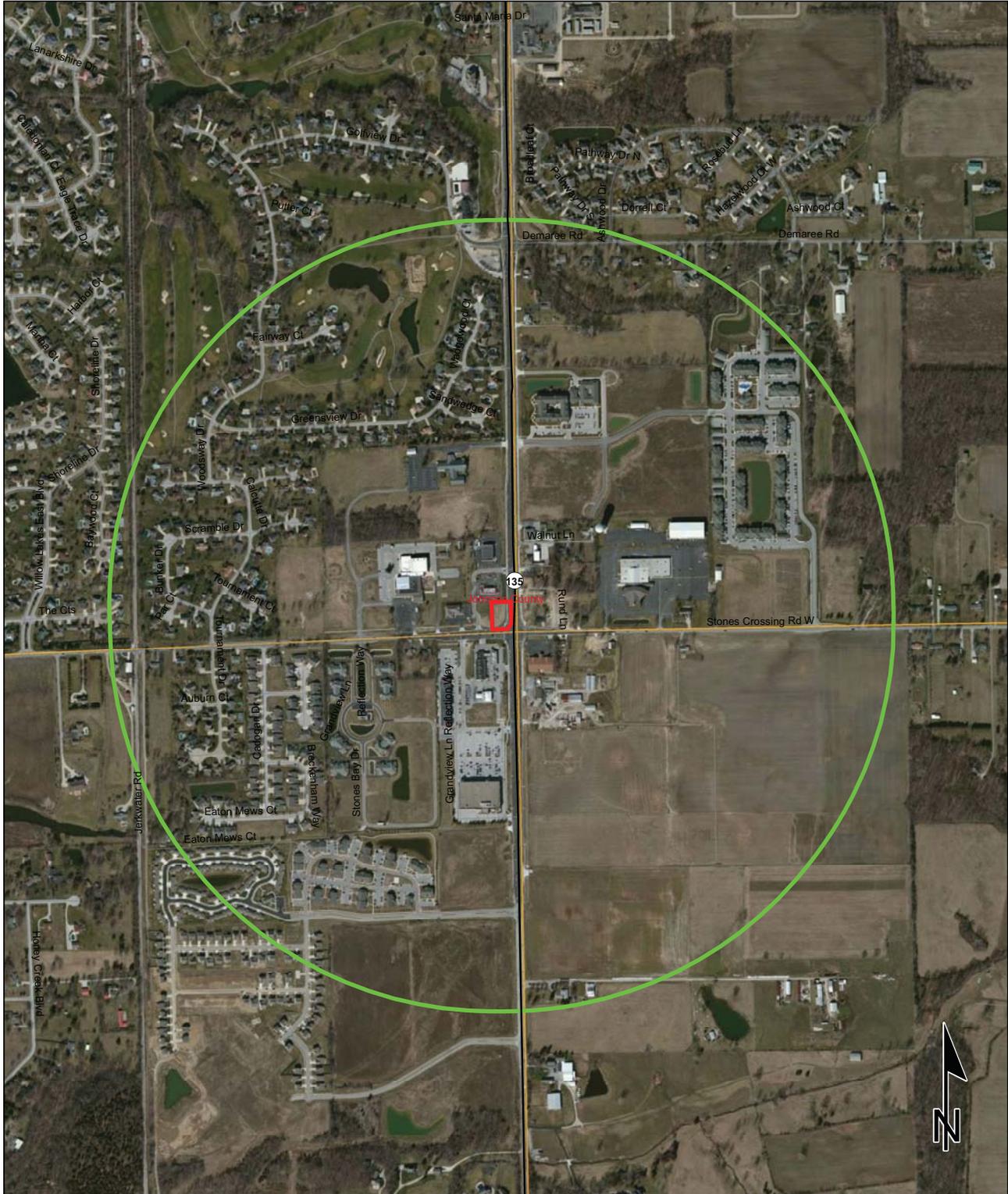
Map Projection: UTM Zone 16 N **Map Datum:** NAD83

Red Flag Investigation - Mining/Mineral Exploration Map

SR 135 at Stones Crossing Road

LA 4424 , Sale of excess parcel

Johnson 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.

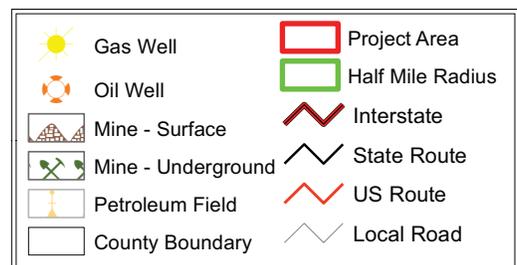
Sources:

Non Orthophotography

Data - Obtained from the State of Indiana Geographical Information Office Library

Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)

Map Projection: UTM Zone 16 N **Map Datum:** NAD83

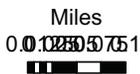
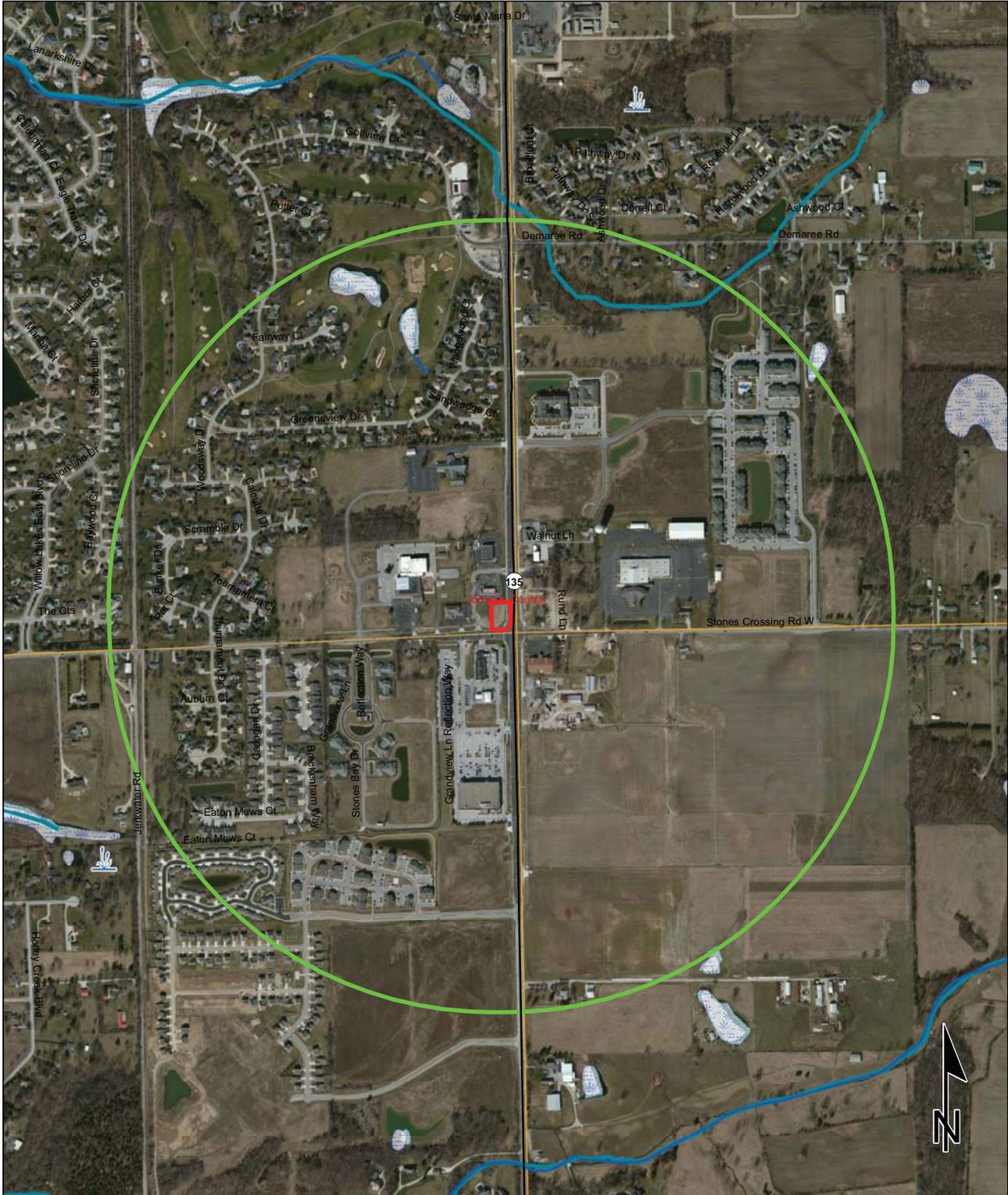


Red Flag Investigation - Water Resources Map

SR 135 at Stones Crossing Road

LA 4424 , Sale of excess parcel

Johnson 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

Data - Obtained from the State of Indiana Geographical Information Office Library

Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)

Map Projection: UTM Zone 16 N **Map Datum:** NAD83

	NW1 - Point		Wetlands		Project Area
	Karst Spring		Lake - Impaired		Half Mile Radius
	Canal Structure - Historic		Lake		Interstate
	NW1 - Line		Floodplain - DFIRM		State Route
	Stream - Impaired		Cave Entrance Density		US Route
	River		Sinkhole Area		Local Road
	Canal Route - Historic		Sinking-Stream Basin		County Boundary

