

Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated _____, **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 the Former INDOT Marion Construction Lab, **206 N. Baldwin Ave., Marion, IN, Grant 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 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:

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"

Lots 752, 753, 754, 755, 756, and 757, excepting therefrom, all that part of Lot 752 lying west of a line 60 feet east of and parallel to the State Road 9 project centerline (Line "G"), Project ST-099-0(D) 1995, all in the Marion Real Estate Company's First Addition to the City of Marion, Indiana, the plat of which is recorded in Plat Book 1, page 63 in the Office of the Recorder of Grant County, Indiana, and containing, after said exception 0.510 acres of land, more or less.



Michael J. Nagel, Jr. 7/8/09

This description was prepared for the Indiana Department of Transportation by Michael J. Nagel, Jr., Indiana Registered Land Surveyor, License Number 8800363, on the 8th day of July, 2009.

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)
) ss:
County of Marion)

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:

Gregory F. Zoeller, Attorney General

Date: _____

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. _____

EXHIBIT C



Vendor Information

State Form 53788 (12-08)
Approved by Auditor of State, 2008
Approved by State Board of Accounts, 2008

Name and telephone number of the Person who completed this document must be provided.

Name: _____

Daytime Telephone Number: _____

Send completed form to Auditor of State, 240 Statehouse, 200 W. Washington St., Indianapolis, IN 46204 or fax to (317) 234-1916

Print or Type

Legal Name (OWNER OF THE EIN OR SSN AS NAME APPEARS ON YOUR TAX RETURN. DO NOT ENTER THE BUSINESS NAME OF A SOLE PROPRIETORSHIP ON THIS LINE.)

Trade Name (Doing Business as Name D/B/A) (Complete only if payment is to be made payable to the DBA name)

Remit Address

Purchase Order Address - Optional

Enter 9-digit Taxpayer Identification Number (TIN) of the legal name:

(SSN=Social Security Number, EIN=Employer Identification Number)

(Individual's SSN) _____ - _____ or EIN _____ - _____

Check legal entity type (A box must be checked in this section. Check only one box.)

- ☐ Individual ☐ Sole Proprietorship ☐ Partnership
☐ Estate / Trust Note: Show above, the name and number of the legal trust, or estate, not personal representatives
☐ Other [Limited Liability Company (LLC) (attach IRS Form 8832 if applicable), Joint Venture, Club, etc.]
☐ Corporation Do you provide legal or medical services? ☐ Yes ☐ No
☐ Government (or Government operated entity)
☐ Organization Exempt from Tax under Section 501(a)

One box must be checked ☐ I am a U.S. Person (including a U.S. resident alien) ☐ I am not a U.S. Person (a W-8 must be filed with the Auditor of State)

☐ Add Deposit ☐ Change Deposit **Indiana law (I.C. 4-13-2-14.8) requires that YOU receive PAYMENT(S) by means of electronic transfer of funds.**

SECTION 1: AUTHORIZATION

According to Indiana law, your signature below authorizes the transfer of electronic funds under the following terms:

Account Holder's Name: _____ Account Number: _____

Type of Account: ☐ Checking (Demand) ☐ Savings

SECTION 2: FINANCIAL INSTITUTION'S APPROVAL (Attach a voided check or have your financial institution complete this section)

The financial institution identified below agrees to accept automated deposits under the terms set forth herein:

Name of Financial Institution: _____

Telephone: (____) _____

Address: _____

Number and Street, and/or P.O. Box No.

Financial Institution's Authorized Signature

City, State, and Zip Code (00000-0000)

Title

ABA Transit-Routing Number

Date

SECTION 3: ELECTRONIC NOTIFICATION OF ELECTRONIC FUND TRANSFER (EFT) DEPOSITS

(Complete this section only if you are requesting electronic notification. You may provide up to four email addresses.)

I hereby request that all future notices of EFT deposits to the bank account specified above be sent to the following email addresses:

I agree to the provisions contained on the reverse side of this form.

NAME (Print or Type) _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____ PHONE _____

PHASE I
ENVIRONMENTAL SITE ASSESSMENT

Excess Parcel Former Marion Construction Laboratory

Prepared for

FT. Wayne District

Prepared by

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

16FEB10



16FEB10
Ref. No. 2870 parcel 9
Fort Wayne District

Attention: INDOT Staff

Re: Phase I Environmental Site Assessment Report
Excess Parcel Disposal for Former Marion Laboratory

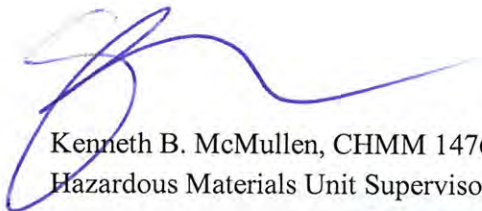
INDOT's Hazardous Materials Unit is pleased to submit our report describing the findings of the Phase I Environmental Site Assessment of 206 North Baldwin, Marion, In. This assessment was prepared in general accordance with the American Society of Testing and Materials (ASTM) Standard Practices for Environmental Site Assessments: Phase I ESA Process (ASTM Designation: E1527-2000).

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


It is our professional opinion that no further investigation be pursued as long as full disclosure of the environmental concerns is made to any potential buyer as set forth in the conclusions.

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

Yours very truly,



Kenneth B. McMullen, CHMM 14768
Hazardous Materials Unit Supervisor



Kenneth Gill, LPG
Project Geologist

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EXECUTIVE SUMMARY

Fort Wayne District engaged INDOT's Hazardous Materials Unit to conduct a Phase I Environmental Site Assessment (ESA) of the property 206 North Baldwin, Marion, In. 206 North Baldwin, Marion, In. is subsequently referred to in this report as "the subject properties". This assessment was prepared in general accordance with the American Society of Testing and Materials (ASTM) Standard Practices for Environmental Site Assessments: Phase I ESA Process (ASTM Designation: E1527-2000).

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

The subject property consists of a vacant commercial building, the associated parking lot, a side lot with overhead door access to the building, and a small rear grassy area. Zoning of the subject property is commercial. The subject property is currently used for:

Excess land

There is currently a two story concrete block and frame building present on the subject property. This building was used as a construction field office and a construction laboratory. Various tests were run on construction materials. Small amounts of chemicals would have been kept and used on site. The laboratory has been inactive for several years.

Based on the information gathered and on observations made during this investigation, the Phase I Environmental Site Assessment has revealed the following on-site environmental conditions associated with the subject property:

***Possible existence of asbestos containing material in ceiling tile, roofing material, and mastic
As well as several areas of mold***

Based on the information gathered and on observations made during this investigation, the Phase I Environmental Site Assessment has revealed the following off-site environmental conditions associated with the subject property:

FID	NAME	ADDRESS	Program	Project Manager	Concern	Affect on Project	REC #	Distance
1853	Firestone Mastercare	625 S Washington	UST/L				1	
4684	Jt Company Mcquik's Oilube	702 N Baldwin	UST/L				2	0.5
5361	Marathon Unit #1413	1338 W 2nd	UST/L				3	0.5
5934	McNamara's Service Inc	1402 W 2nd St	UST/L					0.5
6728	Speedway #6050	1227 N Wabash Ave	UST/L					
7015	Marsh Village Pantry 433	2204 W 9th S	UST/L					

Exhibit D
Property Conditions

7095	Emro Marketing Speedway #6366	824 S Washingt on	UST/L					
8412	GDX Automotive	1700 Factory Avenue	UST/L					0.5
9557	Union 76	1021 N Washingt on St	UST					
9932	Circle K #2201	1707 Kem Rd	UST/L					
10543	Wise's Mini Mart	1735 W 2nd St	UST/L					0.5
10554	Doc's Marion South	1401 W 2nd St	UST/L					0.5
10576	Amoco Ss 10053	1305 Kem Rd	UST/L					
10823	James R Munson	212 W 4th St	UST/L					
13202	Jim Southworth Ford Inc	324 W 3rd St	UST/L					
14277	Grant County General Tire	1001 N Baldwin Ave	UST/L					0.5
18541	Reese Muffler Shop	605 N Baldwin	UST/L				4	0.5
20030	Unknown Source	709 Baldwin	UST/L				5	
20647	Bainbridge Printing Co	905 S Washingt on St	UST/L					
24293	Miller Tobacco Road	152 S Miller	UST/L					
4040010	Raintree Plaza	939 North Baldwin Avenue	Brownfield	stynes				
4060025	Marion Malleable	916 S Miller	Brownfield	kcoad				
4071011	Spicer Universal/TORQ UE TRACTION MFG TECHNOLOGIES	400 S MILLER AVE	BROWNFIELD					
4090807	Former Salvage Yard	501 S Lincoln Blvd	Brownfield					

Exhibit D
Property Conditions

4990079	Gulf Gas Station	1021 N Washington St	Brownfield				6	
6060701	Regions Bank	402 S. Washington Street	Voluntary Remediation Program	Anderson	p			
6961203	Ball Foster Glass	East Charles Street	Voluntary Remediation Program	Hawley	p			
6970705	Morris Petroleum Station	3247 S. Gallatin St.	Voluntary Remediation Program	Bauer	p			
6971205	Dana - Spicer Univ. Joint	400 S. Miller Ave.	Voluntary Remediation Program	Webb	p			
200408136	Courtesy Economy Inn		STATE CLEANUP SITE					

A Phase I Environmental Site Assessment in conformance with the scope of work and ASTM Practice E 1527-2000 was performed on the subject property. This assessment revealed evidence of recognized environmental conditions associated with the subject property:

FID	NAME	ADDRESS	Program	Project Manager	Concern	Affect on Project	REC #	Distance
1853	Firestone Mastercare	625 S Washington	UST/L		Tanks rmvd in 1993 no GW		1	
4684	Jt Company Mcquik's Oilube	702 N Baldwin	UST/L		NFA requested in 1998 no other info		2	0.5
5361	Marathon Unit #1413	1338 W 2nd	UST/L		NFA requested in 1991 no other info		3	0.5
18541	Reese Muffler Shop	605 N Baldwin	UST/L		Tanks removed in 1993 contamination found No further info		4	0.5
20030	Unknown Source	709 Baldwin	UST/L		Site deemed low priority by IDEM storm sewer issue		5	
4990079	Gulf Gas Station	1021 N Washington St	Brownfield		Removed from Brnflld program/tanks removed		6	

***All other concerns listed above were deemed to be to far away or resolved to the point of limiting the possibility of impacting this site.**

Based on the results of the Phase I Environmental Site Assessment of the subject property, the following further investigation is recommended at this time:

No investigation is warranted based on the information obtained for this report. However, disclosure of the possible presence of Asbestos containing materials and mold in the building should be conveyed to any purchaser, as well as the fact that no soil or groundwater investigation was performed.

1.0 INTRODUCTION

Fort Wayne District engaged INDOT's Hazardous Materials Unit to conduct a Phase I Environmental Site Assessment (ESA) of the property 206 North Baldwin, Marion, In. 206 North Baldwin, Marion, In. is subsequently referred to in this report as "the subject properties". This assessment was prepared in general accordance with the American Society of Testing and Materials (ASTM) Standard Practices for Environmental Site Assessments: Phase I ESA Process (ASTM Designation: E1527-2000).

1.1 Purpose

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

1.2 Scope of Services

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

1.3 Significant Assumptions

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

1.4 Limitations and Exceptions

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

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

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

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

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

1.5 User Reliance

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

2.0 SITE DESCRIPTION

2.1 Location and Legal Description

The subject properties are located at 206 North Baldwin, Marion, In., and consists of a vacant commercial building, the associated parking lot, a side lot with overhead door access to the building, and a small rear grassy area.

The legal description of the subject property is Lots 752,753,754,755,756, and 757, excepting thereffrom, all that part of 752 lying west of a line 60 feet east and parallel to the State Road 9 project centerline(line "G), Project ST-099-0(D) 1995, all in Marion Real Estate Company's First Addition to the City of Marion, Indiana, the plat of which is recorded in Plat Book 1, page 63 in the office of the recorder of Grant County, Indiana, and containing, after said exception 0.510 acres of land, more or less.

The area zoning is commercial.

2.2 Current Property Use

The subject property is currently used for:
Excess Land

2.3 Structures and Improvements

There is currently a two story concrete block and frame building present on the subject property. The property is supplied with sewer, water, gas, and electric utilities. This building was used as a construction field office and a construction laboratory. Various tests were run on construction materials. Small amounts of chemicals would have been kept and used on site. The laboratory has been inactive for several years.

2.4 Adjoining Property Use

The current adjoining property uses are:

North:	Vacant Lot
South:	Commercial
East:	Industrial
West:	Highway (SR9)

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

North:	None noted
South:	None noted
East:	None noted
West:	None noted

3.0 USER PROVIDED INFORMATION

3.1 Title Records

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

3.2 Environmental Liens or Activity and Use Limitations

No environmental liens were reported by INDOT.

3.3 Specialized Knowledge

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

No property valuation reduction relating to environmental concerns was reported by the INDOT.

3.4 Owner, Property Manager and Occupant

The subject property is currently owned by The State of Indiana. No manager exists.

3.5 Reason for Performing Phase 1 ESA

The Phase 1 ESA was prepared by Kenneth McMullen, INDOT Office of Environmental Services. This Phase 1 ESA was requested for the following reasons:

- To facilitate the sale of this excess parcel.

3.6 Prior Environmental Reports

A Red Flag Investigation performed by the INDOT OES Environmental Staff.

3.7 Other

Design drawings/plans, Survey

4.0 RECORDS REVIEW

4.1 Historical Use Information

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

Period/Date	Land Use	Source of Information
1914	Roadway/Undeveloped Land	Sandborn Fire Insurance Map
1928	Roadway	Sandborn Fire Insurance Map
1932	Residential	Sandborn Fire Insurance Map

4.1.1 City Directories

No City directories were reviewed as the subject property has been owned by INDOT.

4.1.2 Aerial Photographs

Historical aerial photographs were inconclusive or not available for these sections.

4.1.3 Fire Insurance Maps

Fire insurance maps are used to determine fire hazards and were produced for most urban areas since the late 1800s.

The following Sanborn Fire Insurance Maps were available and reviewed for the subject property. Copies of the maps are included in Appendix C.

1914
Roadway/Undeveloped Land

1928
Roadway

1932
Residential

4.1.4 Additional Historical Use Sources

No additional historical use sources were identified.

4.1.5 Historical Use of Adjoining Properties

The historical uses of adjoining properties to the subject property are summarized below. These uses were determined using the standard historical sources noted above.

North Historical Land Use

Direction	Land Use
N	Commercial

NE	Residential
NW	Road

South Historical Land Use

Direction	Land Use
S	Street
SE	Residential
SW	Highway

East Historical Land Use

Direction	Land Use
E	Residential
E/NE	Residential
E/SE	Residential

West Historical Land Use

Direction	Land Use
W	Highway
W/NW	Commercial
W/SW	Commercial

4.2 Standard Environmental Records

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

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

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

4.2.1 Federal Environmental Records

National Priorities List

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

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

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

CERCLIS LIST

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

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

A review of the CERCLIS List indicates that no adjoining properties contain CERCLIS facilities sites within the minimum search distance.

RCRA CORRACTS TSD Facilities List

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

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

A review of the RCRA CORRACTS TSD List indicates that no adjoining properties contain RCRA CORRACTS TSD facilities sites within the minimum search distance.

RCRA Non-CORRACTS TSD Facilities List

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

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

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

RCRA Generator List

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

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

These sites pose minor risk due to compliance history.

A review of the RCRA Generator List indicates that there are RCRA Generator facilities on the adjoining properties within the minimum search distance

REC #	FID	Business Name	PROGRA M	SUB PRO G	LOCATIO N	CITY
	IND01650705 5	CHALLENGE DISTRIBUTORS INC THE	RCRA	RCRA	700 E THIRD ST	Marion
	IND00641827 1	GDX AUTOMOTIVE	RCRA	RCRA	1700 FACTORY AVE	Marion

These sites pose little risk to the project based on the distance to and the type of project concerned.

ERNS List

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

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

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

4.2.2 State Environmental Records

State Priorities List

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

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

A review of the SPL List indicates that there are SPL facilities on the adjoining properties within the minimum search distance

Courtesy Economy (greater than 0.50 miles away)

CERCLIS List

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

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

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

SWLF List

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

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

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

LUST List

A list of reported leaking underground storage tanks (LUST) is maintained by each state.

A review of the state LUST List indicates that there is no LUST on the subject property.

A review of the state LUST List indicates that there are 22 adjoining properties contain LUST sites within the minimum search distance.

FID	NAME	ADDRESS	Program	Project Manager	Concern	Affect on Project	REC #	Distance
1853	Firestone Mastercare	625 S Washington	UST/L				1	
4684	Jt Company Mcquik's Oilube	702 N Baldwin	UST/L				2	0.5
5361	Marathon Unit #1413	1338 W 2nd	UST/L				3	0.5
18541	Reese Muffler Shop	605 N Baldwin	UST/L				4	0.5
20030	Unknown Source	709 Baldwin	UST/L				5	
5934	McNamara's Service Inc	1402 W 2nd St	UST/L					0.5
6728	Speedway #6050	1227 N Wabash Ave	UST/L					
7015	Marsh Village Pantry 433	2204 W 9th S	UST/L					
7095	Emro Marketing Speedway #6366	824 S Washington	UST/L					
8412	GDX Automotive	1700 Factory Avenue	UST/L					0.5

Exhibit D
Property Conditions

FID	NAME	ADDRESS	Program	Project Manager	Concern	Affect on Project	REC #	Distance
9932	Circle K #2201	1707 Kem Rd	UST/L					
10543	Wise's Mini Mart	1735 W 2nd St	UST/L					0.5
10554	Doc's Marion South	1401 W 2nd St	UST/L					0.5
10576	Amoco Ss 10053	1305 Kem Rd	UST/L					
10823	James R Munson	212 W 4th St	UST/L					
13202	Jim Southworth Ford Inc	324 W 3rd St	UST/L					
14277	Grant County General Tire	1001 N Baldwin Ave	UST/L					0.5
20647	Bainbridge Printing Co	905 S Washington St	UST/L					
24293	Miller Tobacco Road	152 S Miller	UST/L					

UST List

The state maintains a list of registered underground storage tanks.

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

A review of the state UST List indicates that there are one (1) UST locations on adjoining properties within the minimum search distance:

REC #	FID	Business Name	PROGRAM	SUB PROG	LOCATION	CITY	REC
9557	Union 76	1021 N Washington St	UST				

4.2.3 Local Environmental Records

County Recorder

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

Fire Department

Was not contacted as INDOT had no records of spills or emergencies at this property as owner

Building Department

No buildings will be demolished as part of this transaction.

Other Agencies

The following records were reviewed from other agencies:

IDEM pollution control and water quality databases

4.3 Physical Setting

4.3.1 Topography

The United States Geological Survey (USGS) Marion Quadrangle Section twp S range W 7.5 minute series topographic maps were reviewed. According to this map the average elevation of the subject property is approximately 895 feet above sea level.

The physical setting is urban area with gently rolling terrain.

4.3.2 Regional Geography

The subject property is located in the Bluffton Till Plain of the Central Till Plain Region physiographic province as defined by Malott (1922). Bedrock is typically the Wabash Formations of the Niagaran and Cayugan Series from the Silurian system according to the Indiana Geological Society. This unit is characterized as "Wabash Formation: (1) calcareous silty dolomite and dolomitic silty limestone that are gray, dense to fine grained, and massive (when fresh) and that are characteristic of, but not confined to, the Mississinewa Shale Member in the lower part of the formation; (2) limestone, dolomitic limestone, and dolomite that are light colored, mostly finely granular, cherty but otherwise fairly pure, and slabby bedded (in weathered exposures) and that are characteristic of, but not confined to, the upper part of the formation, especially the Liston Creek Limestone Member and less so the Kenneth Limestone Member; (3) dolomite and dolomitic limestone that are generally in shades of light tan to dark brown (but including grayish and greenish colors), are generally micritic to fine grained, are generally nonfossiliferous (usual sense), and become strikingly color banded and thinly laminated over broad areas and that are characteristic of the Kokomo Limestone Member and especially of the upper Wabash rocks (unnamed to member) in the northern two tiers of Indiana counties some greenish shale is included in the latter lithology in those northern counties; and (4) light-colored granular massive vuggy, nearly pure dolomite

and limestone and bluish-gray carbonate mudstone that are widely distributed in bank, reef, reef-detrital, and biothermal facies throughout much of the formation." (Lowenstam, 1949; Becker and Droste, 1978; Bristol, 1974; Droste and Shaver, 1980; and Droste and Shaver, in preparation)

4.3.3 Soil Survey

The United States Department of Agriculture (USDA) Soil Survey map indicates the property soils consist of soils of the Blount-Glynwood-Morley. These are Deep, gently sloping to strong sloping, moderately well drained and well drained, fine textured to medium textured soils formed in silty material over glacial till and in glacial till; on till plains and moraines. The soils in this area are slowly permeable according to the USDA.

4.3.4 Hydrogeology

Based upon a review of local topography, physiographic information, and USGS information; groundwater was estimated to be 15 feet below ground surface. No accurate well data was found prior to completion of this report. No further information was found regarding the subsurface water table.

4.3.6 Wetland Information

The United States Fish and Wildlife wetland inventory was reviewed to determine if the subject property contained any identified wetland areas. According to this map the subject property does not contain any identified wetland areas.

4.3.7 Other

No other physical setting data was reviewed.

5.0 SITE RECONNAISSANCE

The subject property was inspected by Kenneth B. McMullen on 1/6/10 and 1/26/10. The weather during the inspection was Clear Sunny day.

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

The following obstructions limited the inspection of areas of the subject property:
Asphalt/concrete obscured soil

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

5.1 General Property Conditions

5.1.2 Solid Waste Disposal

Non-hazardous solid waste is no longer collected at the site.

5.1.3 Process Wastewater Disposal

Process wastewater if generated is sent to the city treatment facility.

5.1.4 Sewage Discharge

Sanitary sewage is discharged by the city.

5.1.5 Surface Water Drainage

Surface water is drained through storm sewer.

5.1.7 Additional Property Conditions

No additional property conditions were observed.

5.2 Environmental Conditions

5.2.1 Hazardous Material Storage, Use and Handling

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

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

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

No unlabeled drums and/or containers were observed on an adjacent property:

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

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

5.2.2 Spill and Stain Areas

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

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

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

5.2.3 Polychlorinated Biphenyls (PCBs)

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

No PCB containing equipment was observed.

5.2.4 Asbestos Containing Materials (ACMs)

The common use of potential friable asbestos-containing materials (ACMs) (pipe/boiler insulation and fireproofing) in construction generally ceased voluntarily in the mid-1970s.

The building shows signs of containing Asbestos containing materials to include roofing material, ceiling tile, and mastic.

5.2.5 Aboveground Storage Tanks (ASTs)

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

No aboveground storage tanks were observed on the subject property.

No aboveground storage tanks were observed on the adjacent property.

5.2.6 Underground Storage Tanks (USTs)

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

No underground storage tanks were observed on the subject property.

5.2.7 Landfills

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

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

Dumped debris was observed on adjacent properties. Many parcels had debris placed upon them.

5.2.8 Pits, Sumps, Catch Basins and Lagoons

No pits, ponds, or lagoons were observed on the subject property.

No sumps or catch basins, other than those used for storm water, were observed on the subject property.

The former Indiana Refinery has several ponds/lagoons within its boundaries of unknown quality.

5.2.9 Radon

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

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

According the EPA Map of Radon Zones the subject property is in Zone 2 where the predicted radon levels are between 2.0 and 4.0 pCi/L.

This should not impact the proposed construction; however notification of this fact should be conveyed to contractors.

5.2.10 Lead

No structures will be removed or demolished.

5.2.11 Other Environmental Conditions

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

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

No other information was provided by the user.

6.0 INTERVIEWS

No Interviews were conducted with individuals knowledgeable of the subject property. The subject property is a current State owned facility.

7.0 FINDINGS AND CONCLUSIONS

7.1 On-Site Environmental Concerns

Based on the information gathered and on observations made during this investigation, the Phase I Environmental Site Assessment has revealed the following on-site environmental conditions associated with the subject property:

It was not possible to definitively determine the neither presence nor absence of environmental concerns under the roadway or in the apparent ROW.

7.2 Off-Site Environmental Concerns

Based on the information gathered and on observations made during this investigation, the Phase I Environmental Site Assessment has revealed the following off-site environmental conditions associated with the subject property:

RECs:

FID	NAME	ADDRESS	Program	Project Manager	Concern	Affect on Project	REC #	Distance
1853	Firestone Mastercare	625 S Washington	UST/L		Tanks rmvd in 1993 no GW		1	
4684	Jt Company Mcquik's Oilube	702 N Baldwin	UST/L		NFA requested in 1998 no other info		2	0.5
5361	Marathon Unit #1413	1338 W 2nd	UST/L		NFA requested in 1991 no other info		3	0.5
18541	Reese Muffler Shop	605 N Baldwin	UST/L		Tanks removed in 1993 contamination found No further info		4	0.5
20030	Unknown Source	709 Baldwin	UST/L		Site deemed low priority by IDEM storm sewer issue		5	
4990079	Gulf Gas Station	1021 N Washington St	Brownfield		Removed from Brnfl d program/tanks removed		6	

7.3 Conclusions

A Phase I Environmental Site Assessment in conformance with the scope of work and ASTM Practice E 1527-2000 was performed on the subject property. None of the off site concerns were believed to likely cause a hazard to the parcel. Since it is likely that ground water flow is to the south and west, based upon topography and available well data, it is unlikely any groundwater contamination his present. This is an estimate as actual groundwater flow and quality are unknown at this time. The site itself shows no evidence of contamination, except for the mold and possible asbestos contamination noted.

8.0 RECOMMENDATIONS

Based on the results of the Phase I Environmental Site Assessment of the subject property, no investigation is warranted based on the information obtained for this report. However, disclosure of the possible presence of Asbestos containing materials and mold in the building should be conveyed to any purchaser, as well as the fact that no soil or groundwater investigation was performed.

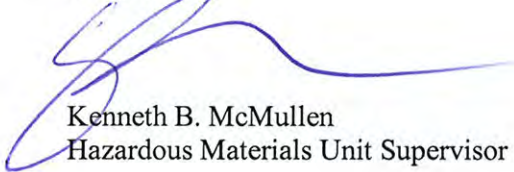
9.0 CLOSURE

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

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

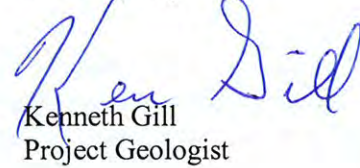
Respectfully submitted,
INDOT's Hazardous Materials Unit

Prepared by:



Kenneth B. McMullen
Hazardous Materials Unit Supervisor

Reviewed by:



Kenneth Gill
Project Geologist

10.0 REFERENCES

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

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

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

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

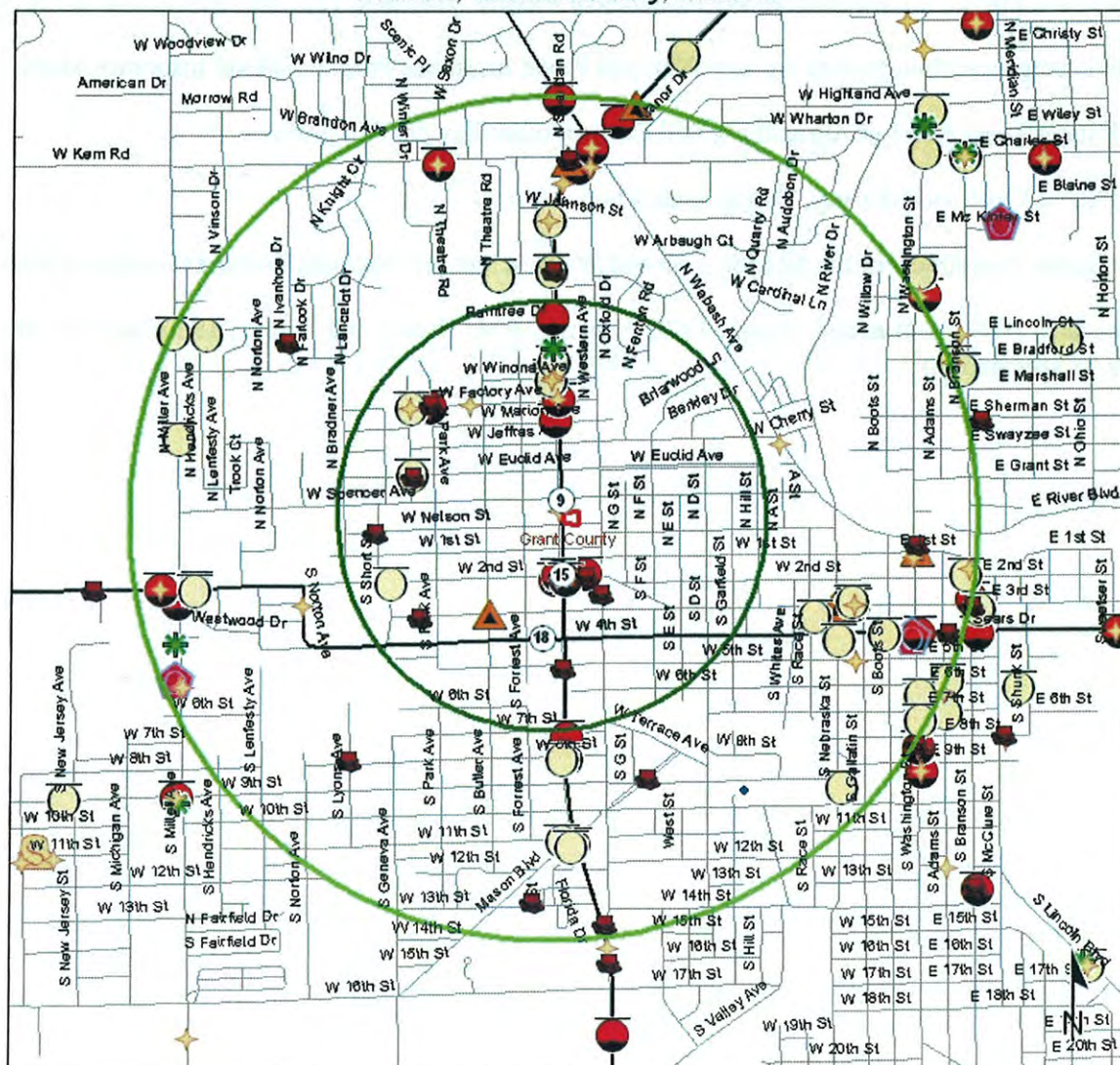
United States Geological Survey, Topographic Maps.

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

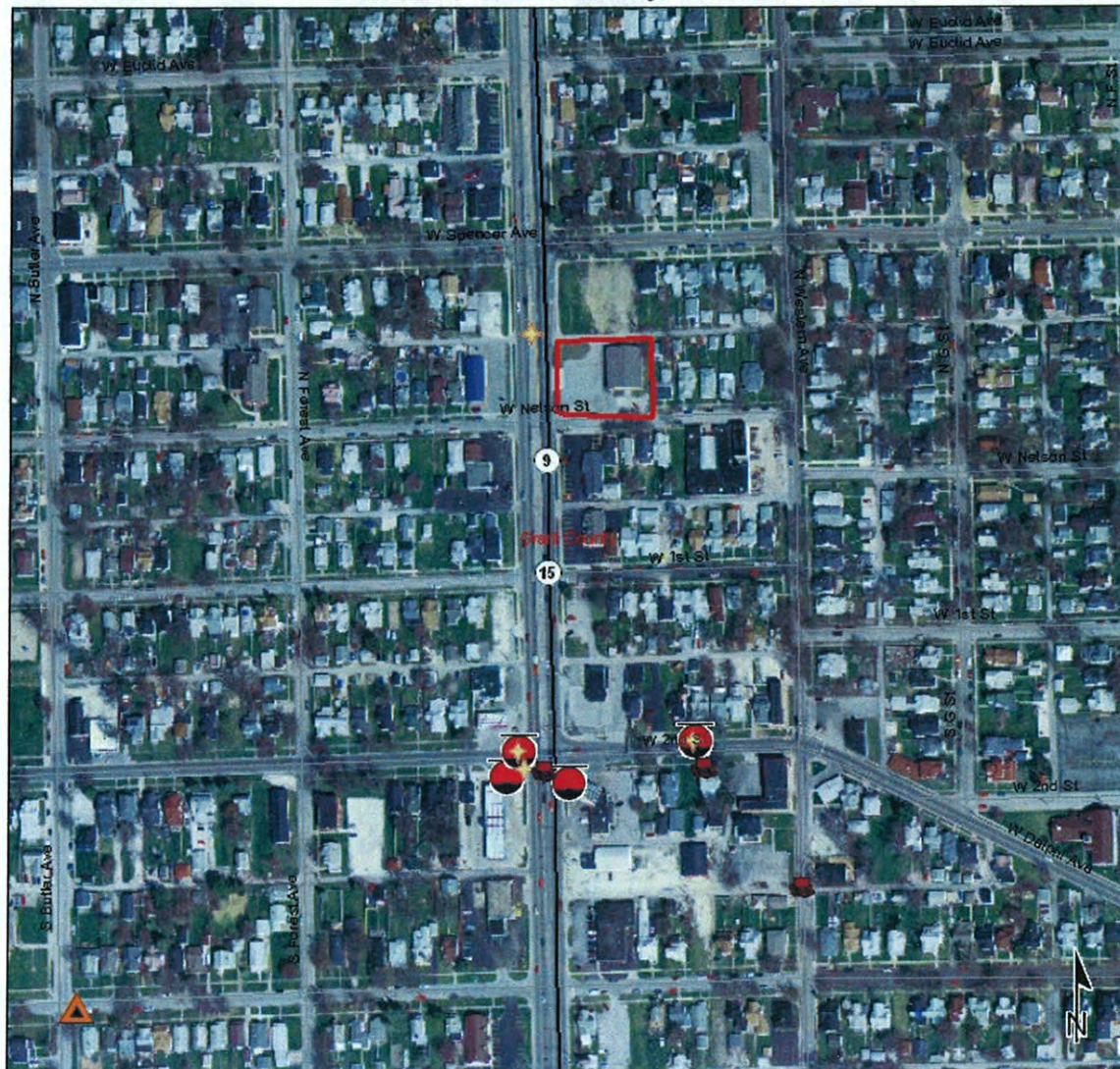
(Lowenstam, 1949; Becker and Droste, 1978; Bristol, 1974; Droste and Shaver, 1980; and Droste and Shaver, in preparation)

APPENDIX A – PROPERTY MAPS AND SITE PLANS

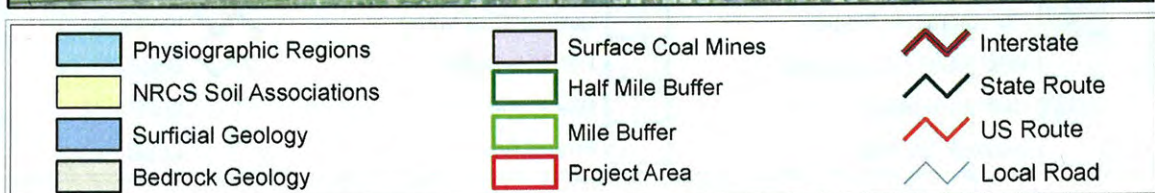
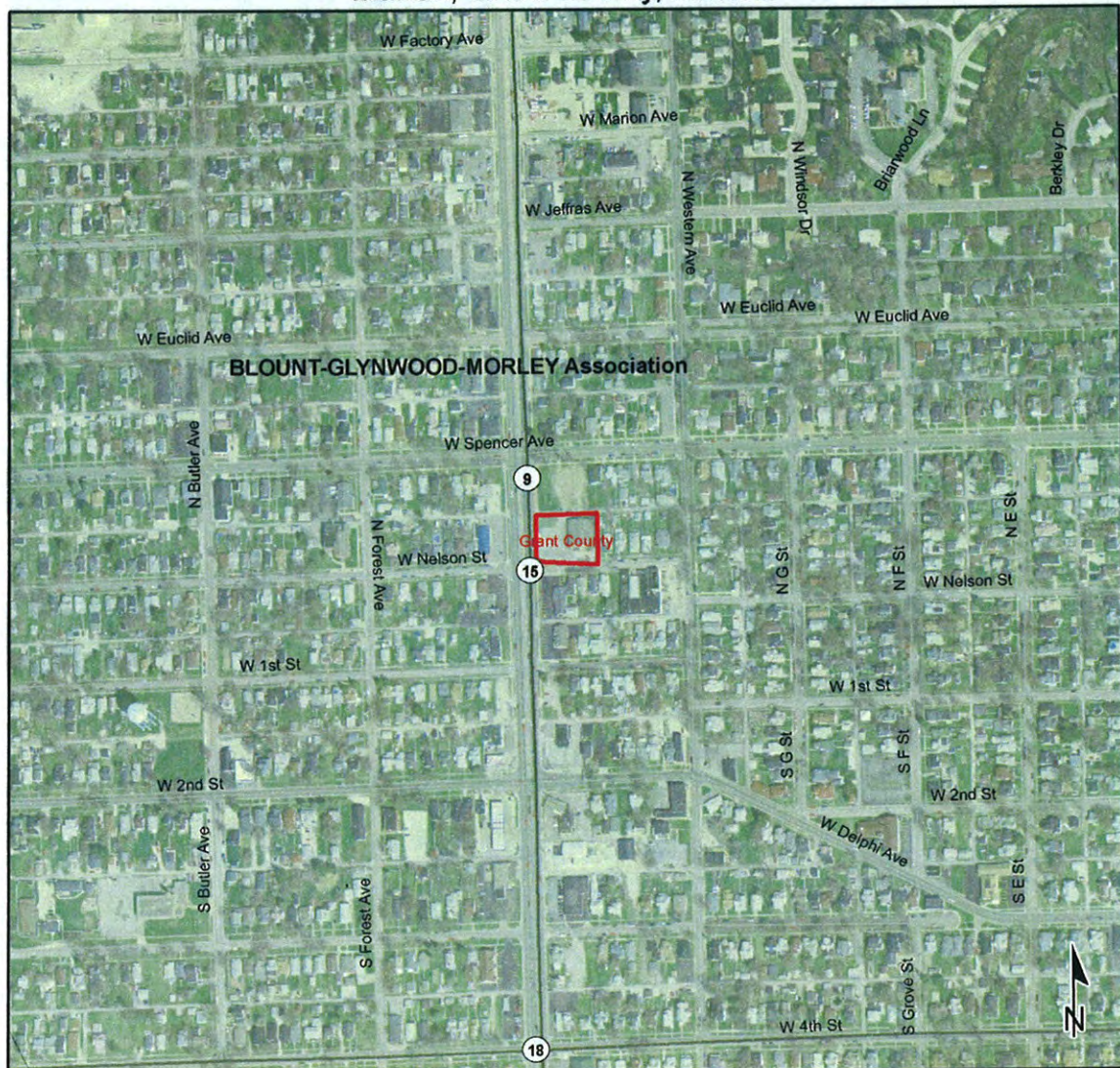
Phase I Investigation -Contaminants Marion Excess Parcel Excess Parcel Sale Marion, Grant County, Indiana







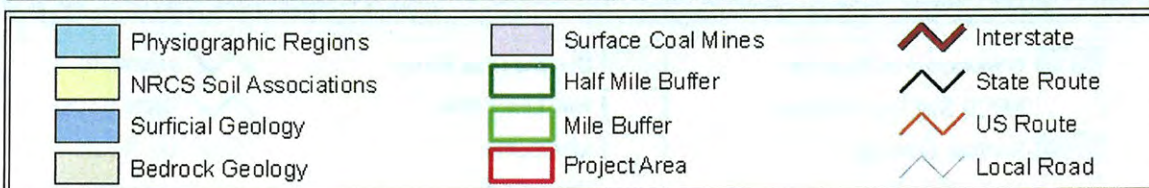
Phase I Investigation - Soil Associations
Marion Excess Parcel
Excess Parcel Sale
Marion, Grant County, Indiana



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

0.5 0.25 0 0.5 Miles
Scale 1:5,164

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

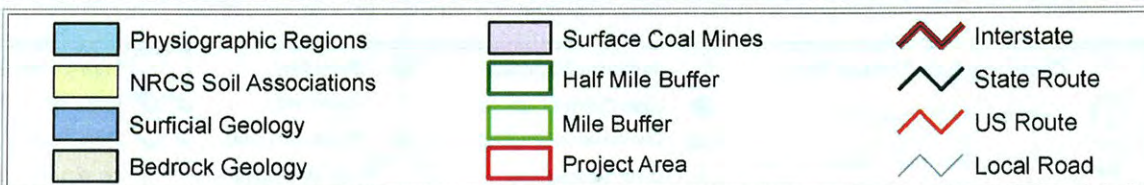
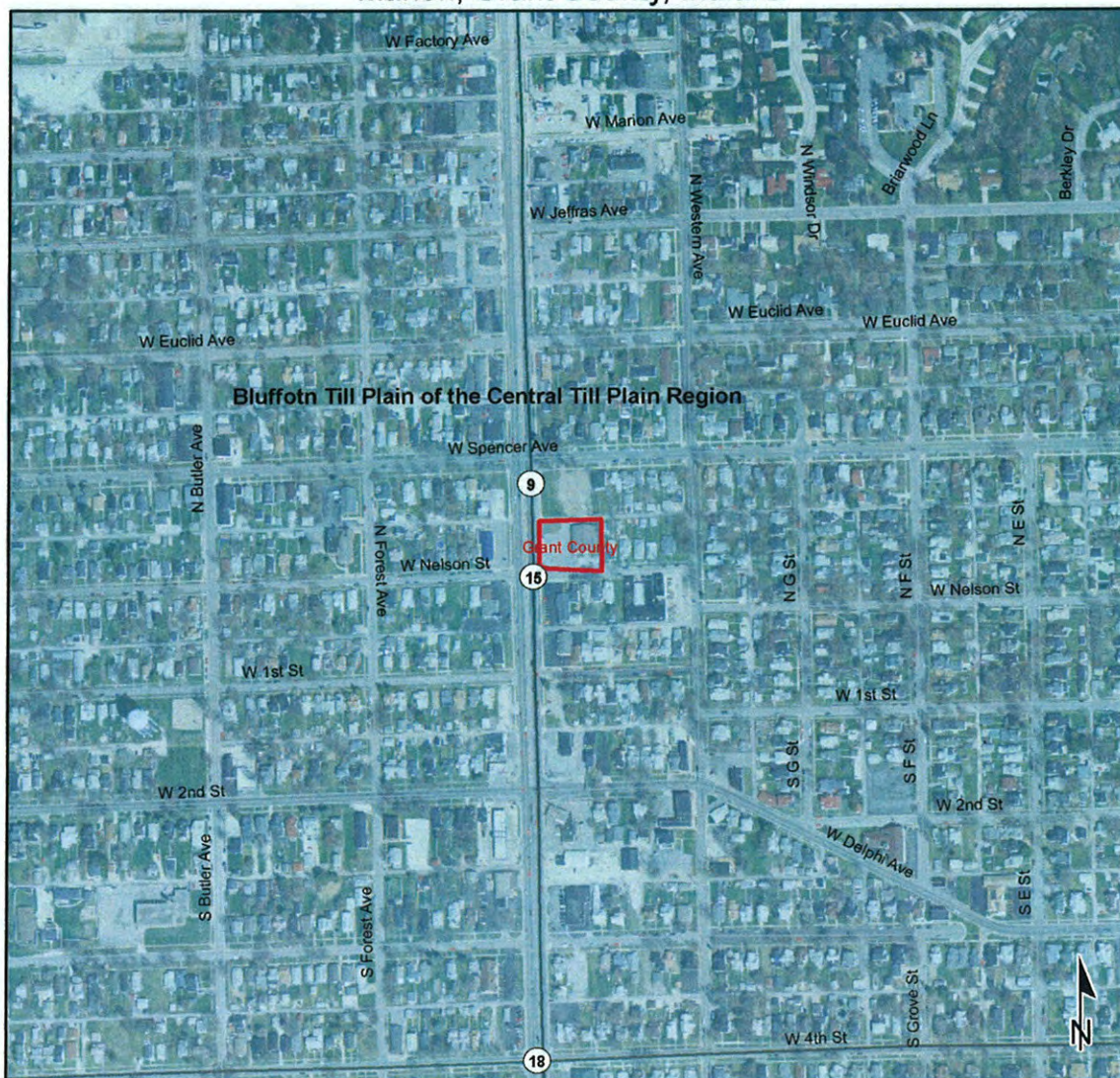


This map is intended to serve as an aid in graphical representation only. The information is not warranted for accuracy or other purposes.

Phase I Investigation -Contaminants 1/2 Mile
Marion Excess Parcel
Excess Parcel Sale
Marion, Grant County, Indiana



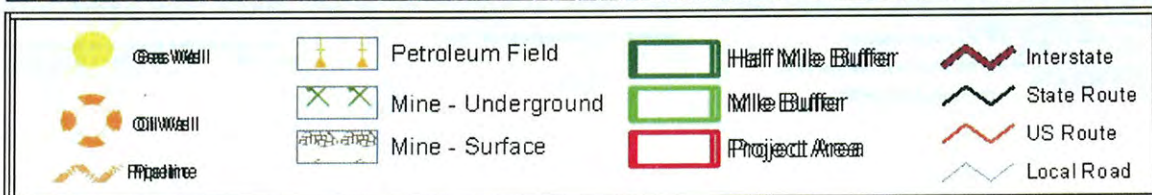
Phase I Investigation - Physiography
Marion Excess Parcel
Excess Parcel Sale
Marion, Grant County, Indiana



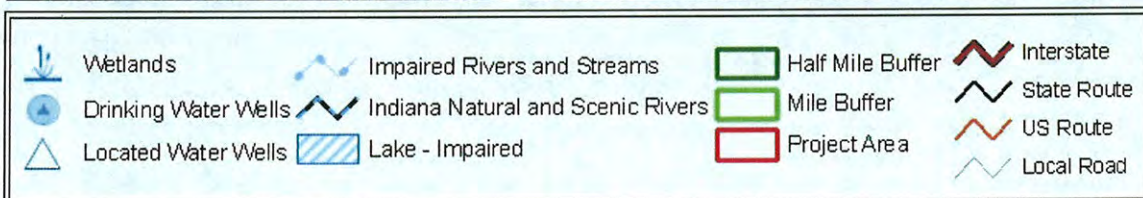
Sources: Non Orthophotography
Data - Obtained from the State of Indiana Geographical
Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data
(www.indianamap.org)
Map Projection: UTM Zone 18 N Map Datum: NAD83

0.5 0.25 0 0.5 Miles
Scale 1:5,164

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



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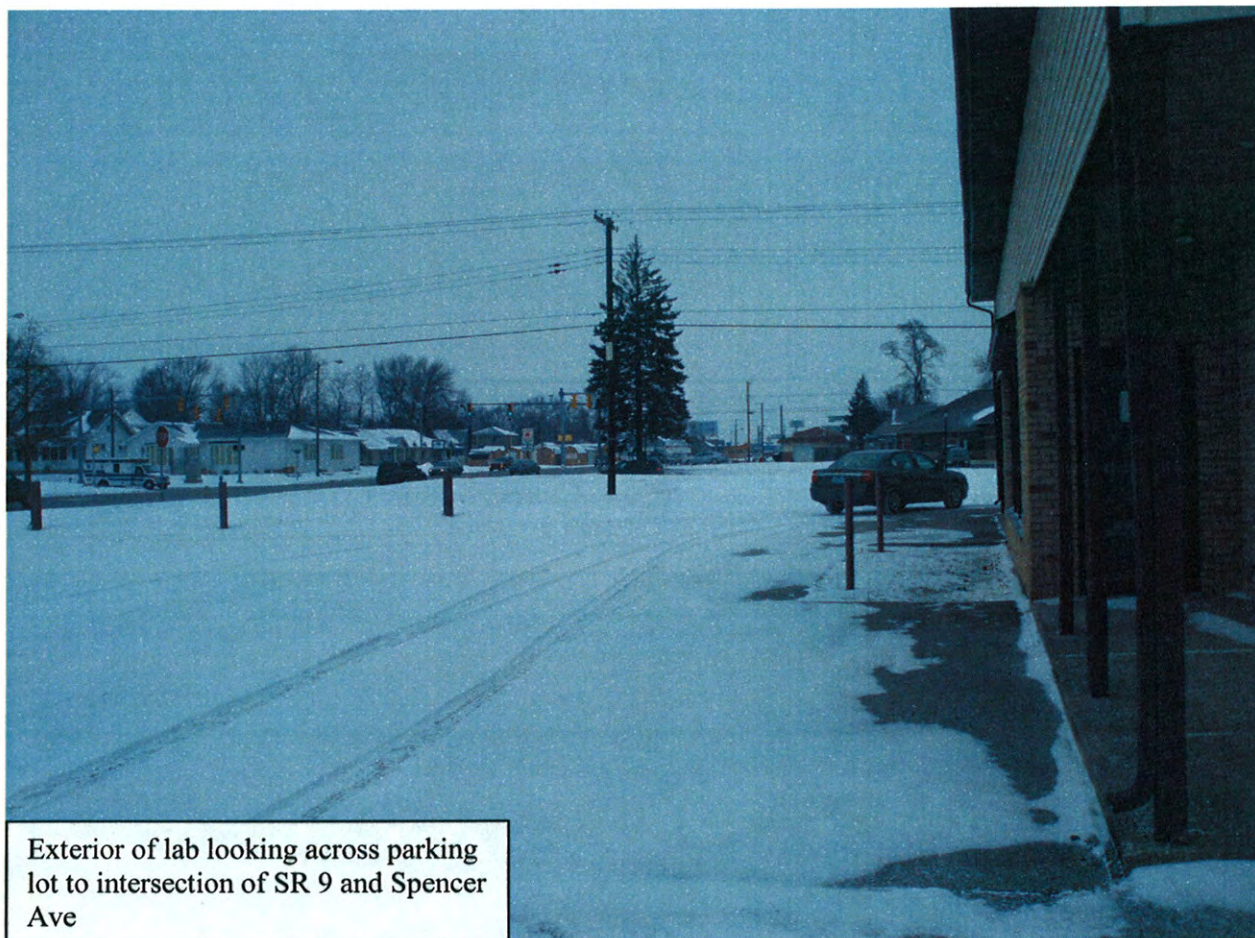
APPENDIX B – PHOTOGRAPHS



206 N Baldwin (SR 9) Former
Construction Lab from across SR 9



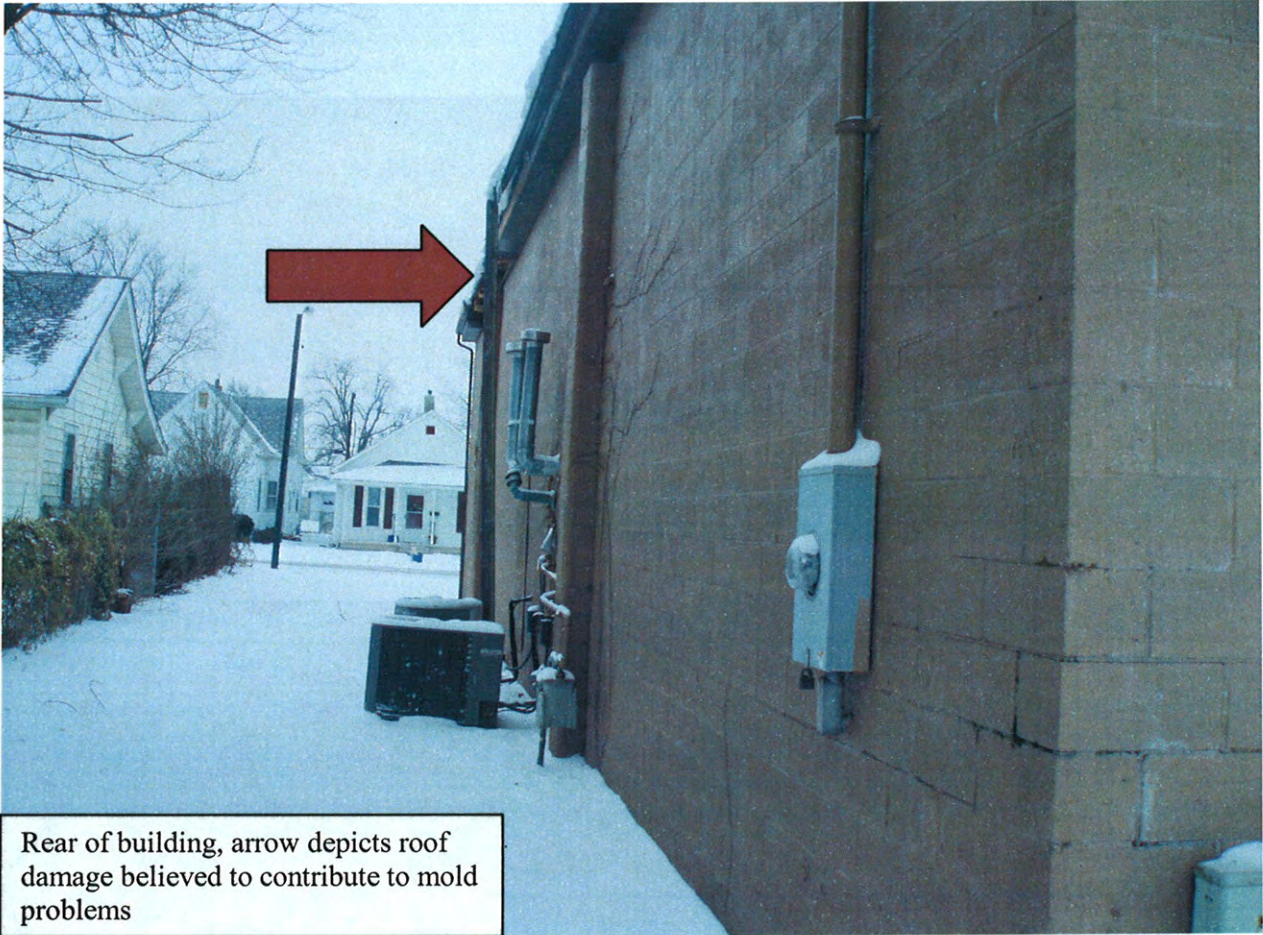
Interior, former Lab area



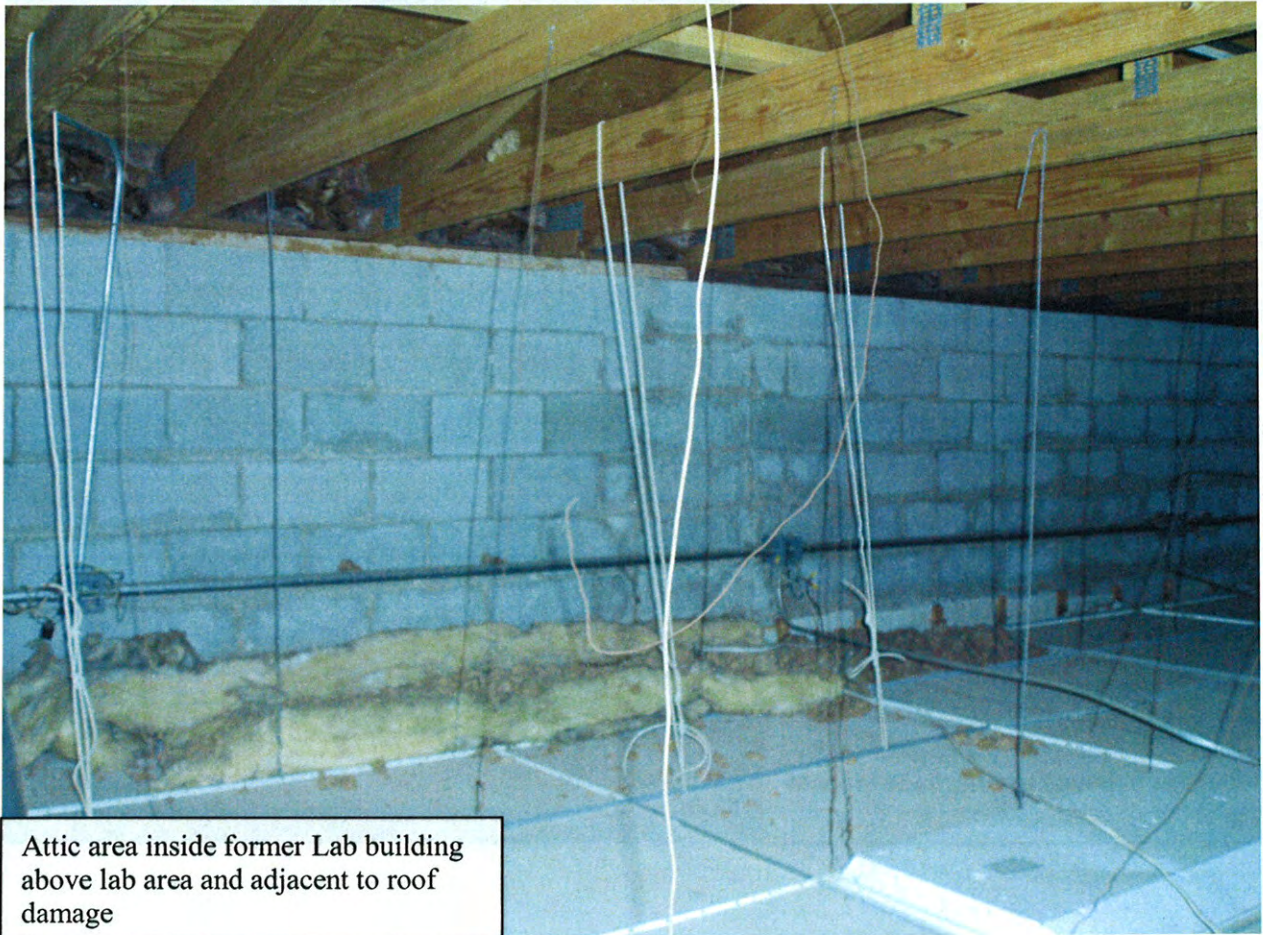
Exterior of lab looking across parking
lot to intersection of SR 9 and Spencer
Ave



Southside of building and entrance of
former Lab



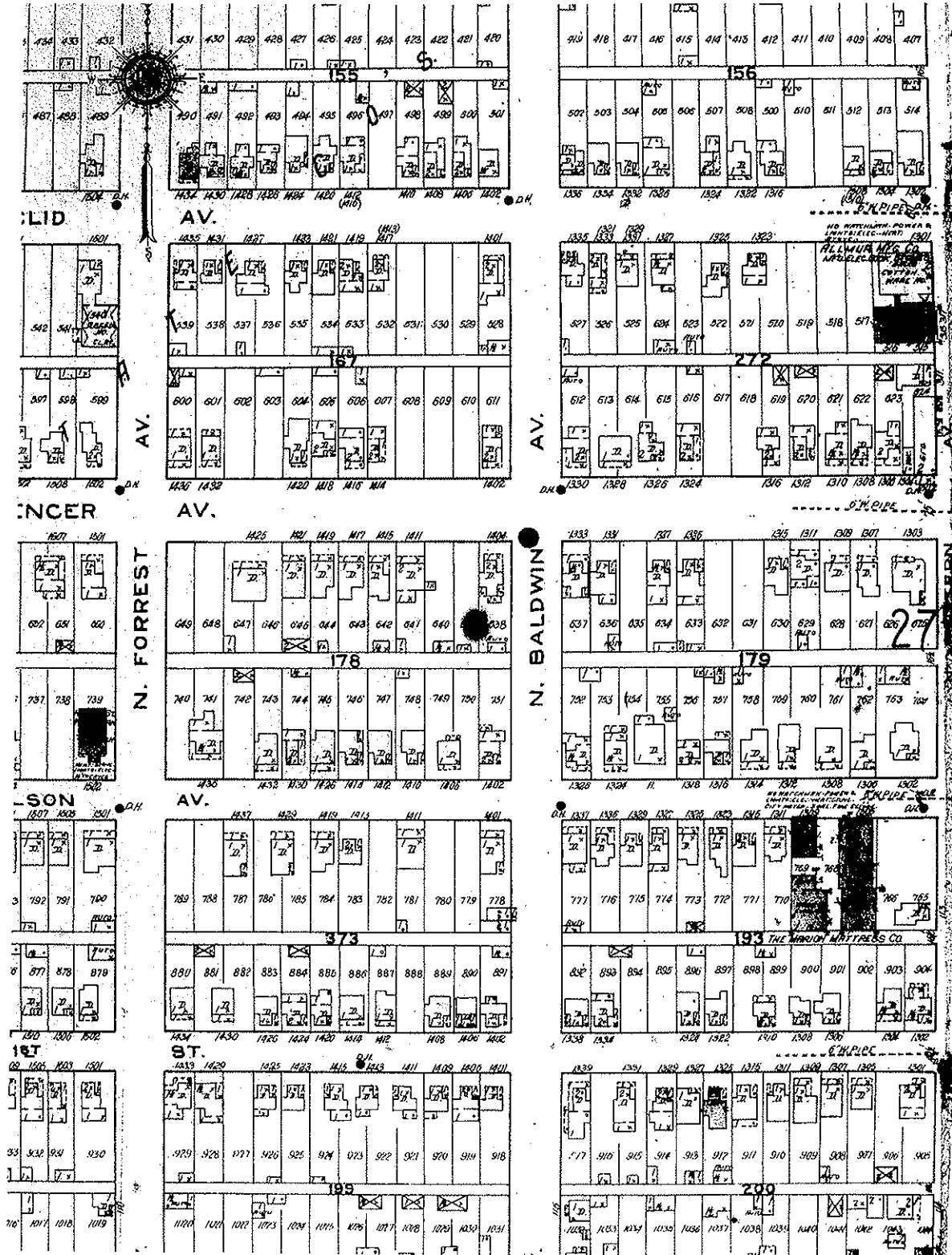
Rear of building, arrow depicts roof damage believed to contribute to mold problems



Attic area inside former Lab building
above lab area and adjacent to roof
damage

APPENDIX C - HISTORICAL RESEARCH DOCUMENTATION

Sandborn Fire Insurance maps



APPENDIX H - QUALIFICATIONS

Institute of Hazardous Materials Management



Certifies that

Kenneth B. McMullen

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

Certified Hazardous Materials Manager



August 2008
Certified

14768
Number

August 12, 2013
Expiration Date

John H. Frick
Executive Director

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

EXHIBIT E

Hold Harmless Affidavit

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

SUBSCRIBED AND SWORN TO THIS _____ DAY OF _____,
20____.

Affiant's printed name

Affiant's signature

State of Indiana)
) SS:
County of _____)

Subscribed and sworn to before me a Notary Public this _____ day of _____,
20____.

Notary Public

A Resident of _____ County Indiana
My Commission expires: _____