

**BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form**

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard.

Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	08/10/2015	Requested Meeting Date:	08/17/2015		
		Confirmed Meeting Date:			
Received by:					
Contact Information: Please provide all requested information in the fields below. (Print or Type)					
On Behalf of Organization or Individual:			City of Franklin		
Name:	Lynnette Gray		Telephone:	(317) 738-3365	
Title or Position:	City Attorney				
E-Mail:	lynng@igmlawfirm.com				
Address:	63 E. Court St.				
City:	Franklin	State:	IN	ZIP:	46131
Who will attend the meeting and present the request?					
Name:	Lynnette Gray		Telephone:	(317) 738-3365	
Title or Position:	City Attorney				
E-Mail:	lynng@igmlawfirm.com				
Please describe the purpose or title of your presentation.					
Request approval of Resolution to authorize the purchase of real estate and allowing the Mayor of the City of Franklin to complete said purchase.					
Supporting documents: All supporting documents should be submitted with the request form.					
1. Resolution For the Purchase of Real Estate and Designating Mayor as Authorized Purchase Agent;					
2. Legal Description (Exhibit "A"); Conditional Offer to Purchase (Exhibit "B"); Title Work (Exhibit "C")					

Resolution of the City of Franklin Board of Works

Resolution No.: 2015-09

A RESOLUTION FOR THE PURCHASE OF REAL ESTATE AND DESIGNATING MAYOR AS AUTHORIZED PURCHASE AGENT

WHEREAS, the City of Franklin by and through its Board of Works (hereinafter referred to as "The City of Franklin") is a government organization providing services to the citizens of Franklin, Indiana; and is a Disposing Agent and Purchasing Agent as that term is contemplated by IC 36-1-10.5; and

WHEREAS, Marathon Petroleum Company, L.P. whose address is 539 S. Main Street, Findley, Ohio 45840 is the owner of a certain parcel of land with the improvements thereon commonly known as 260 S. Main Street, in the City of Franklin, County of Johnson and State of Indiana, being more particularly described as follows (see attached legal description incorporated herein as Exhibit "A");

WHEREAS, Marathon Petroleum Company, L.P. and the City of Franklin by the Mayor of the City of Franklin, has entered into a Conditional Offer to purchase wherein the City of Franklin would purchase from Marathon Petroleum Company, L.P. the above described real estate, with said offer to purchase being contingent and conditioned upon the Board of Public Works and Safety authorizing and approving of said purchase; and

WHEREAS, the Conditional Offer to Purchase is attached hereto as Exhibit "B", including attachments thereon; and

WHEREAS, the proposed purchase price is the sum of \$19,000.00 and therefore the provisions of IC 36-1-10.5-5 are not applicable as the total proposed purchase price is less than \$25,000.00; and

WHEREAS, the City of Franklin in conjunction with certain roadway improvements, as well as downtown improvements believes it in the best interest of the tax payers and citizens of the City of Franklin to acquire said property and that the funds for the purchase of said property are available; and

WHEREAS, certain contemplated roadway and bridge improvements require future acquisitions and that the purchase of this property would enable the City of Franklin to utilize the property in conjunction with said improvements and therefore result in savings to the citizens of Franklin; and

WHEREAS, a copy of title work reflecting the status of said property being proposed for purchase has been received and is attached hereto as Exhibit "C"; and

WHEREAS, the City of Franklin, Board of Public Works and Safety does deem it appropriate and in the best interest of the citizens of the City of Franklin, that said purchase be completed.

BE IT THEREFORE RESOLVED the City of Franklin does hereby adopt the above aforementioned as findings of fact;

IT IS FURTHER RESOLVED that the City of Franklin Board of Public Works and Safety does hereby approve of and authorize the purchase of said property as set forth in the Offer to Purchase which is attached hereto and marked as Exhibit "B";

IT IS FURTHER RESOLVED that the Mayor of the City of Franklin as purchasing agent of the City of Franklin is hereby authorized to complete the purchase of said property and to execute and deliver all documents, items and payments necessary to complete the purchase of property as set forth in the Conditional Offer to Purchase;

IT IS FURTHER RESOLVED that the Mayor is authorized as the Purchasing Agent for the City of Franklin to execute and complete all documentation at closing necessary to provide documents referenced in the title insurance policy attached hereto as Exhibit "C".

IT IS FURTHER RESOLVED this Resolution shall be in full force and effect from and after its passage and as provided for by applicable law.

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of August, 2015.

City of Franklin, Indiana, By its Board of Public Works and Safety:

Voting Affirmative:

Voting Opposed:

Mayor Joseph E. McGuinness

Mayor Joseph E. McGuinness

Steve Barnett, Member

Steve Barnett, Member

Robert Swinehamer, Member

Robert Swinehamer, Member

Attest:

Janet P. Alexander, Clerk Treasurer

Prepared by: Lynnette Gray
Attorney No.: 11567-41

EXHIBIT "A" (Legal Description)

to
Offer To Purchase
between

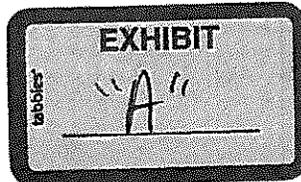
CITY OF FRANKLIN BOARD OF PUBLIC WORKS AND SAFETY (Buyer)
and
MARATHON PETROLEUM COMPANY LP (Seller)

The following real estate in Johnson County, in the State of Indiana, to wit:

Part of Lot Numbered Eighty-Seven (87) in the Original Plat of the Town, now City of Franklin, Indiana, described as follows:

Beginning on the east line of said lot at a point, two hundred thirty-two (232) feet south of the northeast corner thereof; thence west, one hundred forty-four (144) feet to the west line of said lot numbered eighty-seven (87); thence south on said west line, three hundred sixteen (316) feet to the middle line of Young's Creek; thence north 55 degrees east, with the middle line of said creek. Two hundred eleven (211) feet to the east line of said lot; thence north on said east line, two hundred twelve (212) feet to the place of the beginning, containing one and two one-hundredths (1.02) acres, more or less.

(Doc ID 194977.3)



OFFER TO PURCHASE

The undersigned, CITY OF FRANKLIN INDIANA, an Indiana Municipality (hereinafter called "Buyer" or "Grantee"), whose address is 70 East Monroe Street, Franklin, Indiana 46131, hereby offers to purchase from MARATHON PETROLEUM COMPANY LP (hereinafter called "Seller" or "Grantor"), whose address is c/o Real Estate Department, Room 1604, 539 South Main Street, Findlay, Ohio 45840 at the price and upon the terms and conditions set forth below, that parcel of land with the building and improvements thereon, excluding all subsurface and mineral rights of Seller, if any, and known for numbering purposes as Unit #3498, situated at 260 South Main Street in the City of Franklin, County of Johnson, and State of Indiana, the premises (hereinafter referred to as "Premises" or "premises") being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

1. PURCHASE PRICE AND METHOD OF PAYMENT:

(A) Purchase price for said Premises shall be the sum of Nineteen Thousand Dollars and No Cents (\$19,000.00) (the "Purchase Price").

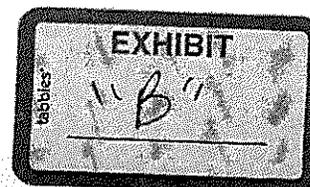
(B) Buyer herewith deposits with Seller or with Seller's designated escrow agent, Land Services USA, Inc. ("Escrow Agent"), the sum of Two Thousand Dollars and No Cents (\$2,000.00) as earnest money to be held by Seller pending closing (the "Earnest Money").

If the Earnest Money deposit is paid to Seller, it is expressly authorized to deposit Buyer's Earnest Money check and to hold the funds in its account until such time as Seller's Management takes final action either approving or rejecting this Offer to Purchase (the "Offer").

(C) Balance due of Seventeen Thousand Dollars and No Cents (\$17,000.00) (or such greater or lesser amount as may be required to complete payment of the Purchase Price after credits, adjustments or prorations) shall be paid by Certified Check or Bank Cashier's Check or wire transfer of immediately available funds, as directed by Seller, upon closing and delivery of the deed.

2. ACCEPTANCE OF OFFER: This Offer shall be open for written acceptance by Seller through the forty-fifth (45) day from the date of Buyer's execution hereof. If the Offer is not accepted, the sum delivered with this Offer and specified in section 1(B) shall be returned to Buyer. Any acceptance that is postmarked on or before said forty-fifth (45) day shall be deemed a valid acceptance by Seller. After acceptance of this Offer, Buyer shall have thirty (30) days to obtain the necessary and required approvals from its Board of Public Works and Safety.

3. CLOSING OF TRANSACTION: If this Offer is accepted by Seller, and authorized by the City Board of Public Works, the contract shall be completed within thirty (30) days from the date of such acceptance, subject, however, to the provisions of sections 8, 9 and 20 herein below and special conditions contained in section 21, if any. In the event the last day of the period for closing of the transaction described above shall fall on a Saturday, Sunday, or United States holiday, then the period of time for closing of the transaction shall automatically be extended through the next business day.



4. **ESCROW:** (a) It is contemplated that this transaction, at the option of either party, may be concluded through an escrow agent, and, in such event, all funds and documents pertaining to this transaction shall be placed in escrow on or before the closing date, with each party sharing the escrow agent's fee equally.

(b) Buyer and Seller acknowledge and agree that either of them may engage in a deferred exchange of like-kind property utilizing a qualified intermediary pursuant to Section 1031 of the Code. Notwithstanding any provision herein to the contrary, in the event either party elects to engage in a deferred like-kind exchange, the other party agrees to consent to the assignment of such party's rights under this Offer to a qualified intermediary in order to facilitate the deferred like-kind exchange. The parties agree to execute any and all documents necessary to consummate the purposes of this section. Any actions taken by Buyer and Seller in conformance with this section shall be at the cost of the party electing such exchange, and such documents shall not relieve the electing party of any of its obligations or liabilities under this Offer.

5. **DEED:** Said Premises shall be conveyed to Buyer by a good and sufficient limited warranty deed, or its equivalent for the state involved, representing said Premises to be free and clear of all encumbrances except the following:

(a) Taxes and assessments (both general and special), not then due and payable;

(b) Zoning ordinances, subdivision and planning laws and regulations and building code restrictions and all laws, rules and regulations relating to land and structures and their use, including but not limited to governmental regulations relating to buildings, building construction, building line and use and occupancy restrictions, and violations of any of the foregoing;

(c) Easements, conditions, reservations, agreements and restrictions of record, if any, and the restriction specified in section 6 below;

(d) Such a state of facts as an accurate survey might show; and

(e) All legal roads and highways.

6. **DEED RESTRICTION:** Said Premises shall be conveyed subject to the following restriction to be contained in the deed:

"By acceptance hereof, Grantee agrees that for a period of twenty-five (25) years from and after the date of this conveyance, the premises shall not be used for a convenience store or for the sale, marketing, storage or advertising of petroleum fuels, motor oils or tobacco products, and that this restriction shall be a covenant running with the land and shall be contained in and made a part of every deed, mortgage, lease or other instrument affecting the title to said premises."

7. **REAL ESTATE TAXES:** All general and special real estate taxes and assessments shall be prorated as of the date of closing pursuant to local custom based on the last available County Treasurer's tax duplicate and such adjustments shall be final. Seller shall pay the cost of the real estate transfer tax, if any. Buyer shall pay the cost of recording the deed.

8. **EVIDENCE OF TITLE:** Seller's only obligation to provide evidence of title shall be to make available to Buyer whatever evidence of title (abstract of title, title insurance policy, etc.), if any, Seller may have in its possession. It shall be Buyer's responsibility at its sole cost to obtain title insurance or a title opinion, if so desired by Buyer. If the title to the Premises cannot be conveyed as provided in

section 5 herein, then there shall be refunded to Buyer any part of the Purchase Price paid or deposited by Buyer hereunder and Buyer shall promptly return the evidence of title sent to Buyer by Seller and this Offer shall terminate and both parties shall be released from any obligations hereunder. Buyer shall have fifteen (15) days after receipt of Seller's evidence of title within which to notify Seller in writing of any title defects by virtue of which title cannot be conveyed as provided in section 5 herein. Upon receipt of such written notification, Seller shall have fifteen (15) days within which to correct the same; provided, however, that Seller shall be under no obligation to correct the same. If Seller is unwilling or unable to correct the same within fifteen (15) days after receipt of notification, this Offer shall terminate upon Seller's written notice in which event Seller shall promptly refund the deposit with no further liability on the part of either party. Buyer shall have the right to waive such defects and accept such title as Seller is able to convey without reduction or abatement of the Purchase Price, provided that Buyer must make such election within ten (10) days of receipt of notice that Seller either cannot or will not cure such defects.

9. **CONDITION OF PREMISES:** See Exhibits "B" and "C" attached hereto and incorporated herein.

10. **ASSIGNMENT BY CONSENT OF SELLER:** This Offer shall be binding upon and inure to the benefit of the respective heirs, representatives, executors, administrators and successors and assigns of the parties hereto. It shall not, however, be assigned by the Buyer without the prior written consent of the Seller.

11. **SURVIVAL AFTER CLOSING:** This Offer shall survive all documents of closing and is enforceable despite the exchange of deed and other documents of title as called for herein.

12. **DEFAULT BY BUYER:** If Buyer fails to perform any of the covenants of this Offer, the Earnest Money paid by the Buyer shall be retained by or for the account of the Seller as consideration for the execution of this Offer and as agreed and liquidated damages in full settlement of any claims for damages.

13. **DEFAULT BY SELLER:** If Seller shall default in its obligations hereunder and shall refuse to perform this Offer, the Earnest Money paid by the Buyer shall be returned to the Buyer on demand in full settlement of any claims for damages. Buyer waives any claims that the Premises is unique and the Buyer acknowledges that a return of the Earnest Money can adequately and fairly compensate Buyer.

14. [INTENTIONALLY DELETED]

15. **NOTICES:** All notices and demands herein required or permitted shall be in writing and shall not be deemed sufficient unless given by mailing the same by registered, certified or express United States mail, or express delivery service, postage prepaid, return receipt requested, addressed to the party to receive same at the address of such party shown above or such other address as such party may hereafter furnish to the other party in writing. The date of posting, provided it is by means of one of the methods set forth above, shall be deemed the effective date of service.

16. **POSSESSION:** Possession of the Premises shall be delivered to the Buyer on the date of closing.

17. **COMMISSION OBLIGATIONS:** Except for the broker named in the attached Commission Agreement, if any, each party represents to the other that neither has contacted a broker, finder or other agent who is seeking or soliciting a commission or other similar charge with reference to this transaction.

18. **NO REPRESENTATIONS OR WARRANTIES OUTSIDE THIS OFFER:** Seller is not liable or bound by any warranties, guarantees, statements or representations made by any broker, agent, employee or other person representing or purporting to represent Seller unless herein expressly set forth. It is understood and agreed that any understandings and agreements heretofore had between the parties hereto are merged in this Offer which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying on any statement or representation not embodied in this Offer made by the other. This Offer may not be changed or terminated orally. The Buyer acknowledges that, unless and until this Offer is accepted in writing by Seller, Seller shall have no obligation or liability whatsoever with respect to this Offer or with respect to selling the Premises to the Buyer. The Buyer further understands and acknowledges that unless and until this Offer is accepted in writing by Seller, Seller may receive, solicit, consider and accept or not accept other offers from any other person or persons to purchase the Premises without incurring any obligation or liability whatsoever to the Buyer.

19. **TIME OF ESSENCE:** Time is of the essence of this Offer.

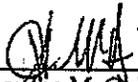
20. **FURTHER ASSURANCES:** Buyer agrees to execute and deliver to Seller at or after closing, or otherwise as requested by the Seller, the necessary documents and/or take such other action as reasonably necessary to further the purpose of this Offer. Buyer also agrees to execute any documents necessary upon Seller's request, at or after closing to correct administrative error or omissions.

21. **ADDITIONAL CONDITIONS:** To the best of Seller's knowledge, Seller warrants and represents that it is in compliance with the terms and obligations of the Environmental Restrictive Covenant recorded on October 26, 2005.

22. **COMPLIANCE WITH APPLICABLE LAWS:** Buyer is a Municipal Corporation and represents and warrants that Buyer and its authorized representatives are and shall remain in compliance with any and all United States federal, state and local laws, rules and regulations including, but not limited to, the USA PATRIOT Act, Homeland Security Act and Executive Order No. 13224 dated 9/24/01 and the sanctions, regulations and executive orders administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"). Additionally, Buyer agrees that it shall comply with any reasonable requests made by Seller to certify continued compliance in the future with any such laws, rules and regulations. Finally, Seller shall have the right to take any and all steps necessary to comply with applicable federal, state and local laws, rules and regulations, including but not limited to turning over any money paid by Buyer to Seller under this Offer to a blocked account at a U.S. financial institution as required by the applicable government agency with jurisdiction.

23. **CAPTIONS:** The parties agree that the headings and captions contained herein are inserted for convenience and reference only and are not to be deemed part of or to be used in construing this Offer.

BUYER: CITY OF FRANKLIN INDIANA

By: 
Name: Joe McGuinness
Title: Mayor
Date: 7/17/2015

[SELLER SIGNATURE APPEARS ON THE NEXT PAGE]

MARATHON PETROLEUM COMPANY LP,
By: MPC Investment LLC, its General Partner
as SELLER, hereby accepts the above Offer.

By: _____
Name: Cynthia J. Clark
Title: Real Estate Manager
Date: _____

COMMISSION AGREEMENT

NO BROKER / REALTOR INVOLVED WITH THIS DEAL.

EXHIBIT "A" (Legal Description)

to
Offer To Purchase
between

CITY OF FRANKLIN BOARD OF PUBLIC WORKS AND SAFETY (Buyer)
and
MARATHON PETROLEUM COMPANY LP (Seller)

The following real estate in Johnson County, in the State of Indiana, to wit:

Part of Lot Numbered Eighty-Seven (87) in the Original Plat of the Town, now City of Franklin, Indiana, described as follows:

Beginning on the east line of said lot at a point, two hundred thirty-two (232) feet south of the northeast corner thereof; thence west, one hundred forty-four (144) feet to the west line of said lot numbered eighty-seven (87); thence south on said west line, three hundred sixteen (316) feet to the middle line of Young's Creek; thence north 55 degrees east, with the middle line of said creek. Two hundred eleven (211) feet to the east line of said lot; thence north on said east line, two hundred twelve (212) feet to the place of the beginning, containing one and two one-hundredths (1.02) acres, more or less.

EXHIBIT "B" (Condition of Premises)

to
Offer to Purchase
between

CITY OF FRANKLIN BOARD OF PUBLIC WORKS AND SAFETY ("Buyer")
and
MARATHON PETROLEUM COMPANY LP ("Seller")

**FORMER MARKETING PROPERTY
UST System Removal Complete
Corrective Action Complete**

1. **ACKNOWLEDGMENTS:** Buyer hereby acknowledges that the Premises have been used in connection with the storage and sale of petroleum products, that underground storage tanks as well as related piping and other equipment and fixtures for such storage and sale have been present on the Premises, and that such underground storage tanks as well as related piping and other equipment and fixtures have contained flammable, explosive or toxic materials or vapors. To the best of Seller's knowledge, it has removed the known underground storage tanks and related piping which were on the Premises. Seller and Buyer expressly recognize and agree that there was a release (or releases) of petroleum hydrocarbons into the soils and/or the groundwater at the Premises prior to Buyer's possession, and, to the best of Seller's knowledge, it has completed Corrective Action (as defined below) at the Premises to address such release(s) sufficient to satisfy the minimum requirements of the governmental agency with jurisdiction ("Agency"). Documentation of such completed Corrective Action is included in Exhibit "C" to the Offer, attached hereto and incorporated herein. As used herein, the term "Corrective Action" shall refer to one or more of the following activities: investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, on-site treatment, off-site treatment, active remediation, passive remediation, remediation alternatives including but not limited to risk-based corrective action ("RBCA"), if applicable, and/or other activities approved, concurred in or required by the Agency. Buyer agrees to all terms, conditions and covenants contained in the deed language in section 8, below, as if such terms, conditions and covenants were fully set forth in this section.

2. **BUYER'S RIGHT TO INSPECT PREMISES:**

a. For a period of twenty-five (25) days after the final execution of the Offer by both parties (the "Inspection Period"), Buyer and its agents are hereby granted access to the Premises and shall have the right to undertake a complete site investigation (the "Investigation") including, but not limited to, an environmental audit (which may include a physical inspection of the Premises, a review of environmental records, and such tests as are customarily undertaken to complete an environmental audit), determination of any zoning and building restrictions or regulations, soil compaction tests, survey work, wetlands analyses, and other such physical inspections or tests. Buyer agrees that prior to Buyer's Investigation that Buyer shall provide notification to Seller by notice to Environmental Technical Services Supervisor, Marathon Petroleum Company LP, 539 South Main Street, Findlay, Ohio 45840-3295 [Phone: (419) 421-4592 and Fax: (419) 421-4026] (hereinafter, "Seller's Environmental Supervisor"), with a site plan denoting the proposed soil boring locations, if any, for Seller's prior review and approval, which approval shall not be unreasonably withheld. Buyer further agrees that Seller or Seller's representative shall be present during said Investigation and Seller shall have the right to take

BUYER'S INITIALS 

split samples at Seller's sole cost. Buyer shall be responsible for all soil cuttings and other materials generated in the soil boring event and Buyer shall restore the Premises after such boring event to substantially the same state as was the Premises prior to such event. Upon Buyer's receipt of any written report of said Investigation, Buyer shall furnish a copy of said report and copies of all analytical data to Seller's Environmental Supervisor within 24 hours of receipt of the lab reports in order to permit Seller to satisfy regulatory reporting requirements, if necessary. However, notwithstanding the foregoing, in the event free petroleum products or strong vapors are discovered on the Premises or within storm drains on the Premises during said Investigation, Buyer shall immediately, but no later than one (1) hour after such discovery, notify Seller's Environmental Supervisor. In the event that Buyer's Investigation reveals contamination at the Premises at levels such that the Premises cannot be used for Buyer's intended use, then Buyer shall have the right to cancel this Offer by providing written notice to Seller: (1) stating that Buyer is terminating the Offer as a result of Buyer's dissatisfaction with the condition of the Premises; (2) briefly itemizing the specific environmental or other matters deemed unsatisfactory by Buyer; and (3) including any and all reports received by Buyer in the course of the Investigation. Said written notice must be received by Seller no later than the last day of said Inspection Period. If Buyer terminates the Offer pursuant to the terms of this section, then all earnest money paid by Buyer shall be disbursed to Buyer and neither party shall have any further obligations hereunder. If Seller fails to receive a written notice of termination from Buyer on or before the last day of the Inspection Period, Buyer shall be deemed to have elected to purchase the Premises in its existing "as is" condition subject to the terms and conditions of the Offer, including this Exhibit "B".

b. Buyer must utilize a contractor approved by Seller to conduct the Investigation. The approved contractor must have Contractor Environmental Liability Insurance to cover losses from pollution conditions that arise from the ongoing operations and completed operations of the contractor hereunder, including bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; and defense costs. Said policy shall be written on an occurrence basis, with limits of One Million Dollars (\$1,000,000) per occurrence. Furthermore, the contractor must have in effect Commercial General Liability and Business Automobile Liability policies, both of which shall have at least One Million Dollars (\$1,000,000) per occurrence coverage, in addition to Worker's Compensation and Employer's Liability policies at the statutory rate of coverage. The Worker's Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of Seller. Prior to entering the Premises, Buyer must provide Seller with certificates of insurance which document that all coverage and the endorsements as required and referenced above have been obtained and naming Seller as an additional insured on all policies identified above, except Worker's Compensation and Employer's Liability, with said notice to Seller's Environmental Manager.

c. If this transaction proceeds through closing, the written report(s) of the Investigation, including but not limited to any environmental audit conducted by Buyer, shall be included in Exhibit "C".

d. Buyer expressly agrees to defend, indemnify and hold Seller harmless from any and all liabilities, claims, losses, suits, actions, judgments, damages, costs (including reasonable attorneys' fees) or penalties arising out of Buyer's exercise of its right to conduct said Investigation. Whenever the exercise of these Investigation rights results in the disturbing of the surface of the Premises, said surface shall, as soon as reasonably possible, be restored by Buyer at Buyer's cost and expense and returned to substantially its same condition which existed prior to the exercise of said Investigation rights.

BUYER'S INITIALS: 

e. Notwithstanding anything herein to the contrary, if the Investigation reveals the existence of an unacceptable environmental condition, in Seller's sole reasonable judgment, then Seller shall have the right to cancel this Offer, in which case all earnest money paid by Buyer shall be disbursed to Buyer and neither party shall have any further obligations hereunder.

3. **BUYER'S RESPONSIBILITIES:** Buyer shall be responsible for any and all environmental contamination at the Premises which occurs after the date of closing, including the migration of said environmental contamination that occurs after the date of closing and including but not limited to additional petroleum hydrocarbons or hazardous substances, hazardous wastes or solid wastes (all as defined in the Environmental Laws) (the "Future Contamination") and shall defend (with counsel reasonably acceptable to Seller), indemnify and hold Seller harmless from any and all liabilities, claims, losses, suits, actions, judgments, damages, costs (including reasonable attorneys' fees) or penalties incurred by or asserted against Seller, including but not limited to claims arising under the Environmental Laws, resulting from the occurrence, existence or presence of any Future Contamination. The term, "Environmental Laws", shall refer to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Clean Water Act, the state law equivalents of such acts, state and federal underground storage tank laws and regulations and all other environmental laws and regulations, all as amended.

4. **SELLER'S RESPONSIBILITIES:** If the Agency requires Seller to perform additional Corrective Action subsequent to the date of closing in connection with a release of petroleum hydrocarbons on the Premises resulting from Seller's former operations thereon, Seller will be responsible for, and bear the costs of, such activities only if, when and as required by the Agency. Seller reserves its legal appeal rights with respect to any orders, directives or requests from the Agency concerning, but not limited to, any Corrective Action at the Premises.

5. **CONDITION OF PREMISES:** Except as set forth in section 1 above, Buyer expressly agrees that: (i) Seller has not made and makes no representations as to the condition of said Premises, including, but not limited to, the condition of the soil or groundwater, as they relate to environmental contamination or otherwise, zoning, building code violations, building lines, building construction, use and occupancy restrictions (and violations of any of the foregoing), and availability of utilities; and (ii) Buyer assumes all responsibility for any damages caused by the condition of or conditions on the Premises upon transfer of title. Buyer also expressly agrees that, except for claims of breach of this Offer (including this Exhibit "B") by Seller, Buyer shall never institute litigation against Seller alleging damages to Buyer resulting from any condition of the Premises, and Buyer expressly waives any right which it may now have or may ever acquire against Seller for any condition of said Premises.

6. **BUILDING LOSS:** If the building on said Premises, if any, is destroyed prior to the date of closing, Buyer may terminate the Offer by written notice to Seller. On such termination, all earnest money paid by Buyer shall be disbursed to Buyer and neither party shall have any further obligations hereunder. If Buyer fails to give such notice of termination to Seller within fifteen (15) days of Buyer's receipt of notice of said destruction, then the Offer, including this Exhibit "B", shall continue in full force without any reduction in the purchase price by reason of such destruction or damage.

7. **PARTIAL BUILDING LOSS:** In the event of partial loss to the building on said Premises, if any, prior to closing, Seller shall have a reasonable time to repair the damage and if Seller fails or refuses to do so, Buyer may take the Premises "as is" subject to the terms and conditions of the Offer, including this Exhibit "B", or Buyer may cancel the Offer, in which case all earnest money paid by Buyer shall be disbursed to Buyer and neither party shall have any further obligations hereunder. If

BUYER'S INITIALS: 

Buyer fails to give written notice of cancellation to Seller within fifteen (15) days from receipt of written notice from Seller that Seller will not repair the damage, then the Offer, including this Exhibit "B", shall continue in full force without any reduction in the purchase price by reason of such partial loss.

8. **DEED LANGUAGE:** The following language shall be incorporated in the deed of conveyance to Buyer:

"This deed is subject to the following reservations, restrictions and conditions which shall be covenants running with the land and shall be binding upon Grantee, its successors, assigns and all future owners of the premises, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the premises (collectively, "Grantee", for purposes of these reservations, restrictions and conditions):

a. **MARATHON PETROLEUM COMPANY LP**, its successors and assigns ("Grantor") reserves the right to enter upon the premises, at no cost to Grantor, at reasonable times to conduct any Corrective Action only as and when required by the governmental agency with jurisdiction (the "Agency") in connection with a release of petroleum hydrocarbons at the premises. As used herein, the term, "Corrective Action", shall refer to one or more of the following activities: investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, on-site treatment, off-site treatment, active remediation, passive remediation, remediation alternatives including but not limited to risk-based corrective action ("RBCA"), if applicable, and/or other activities approved, concurred in or required by the Agency. In performing any Corrective Action at the premises, Grantor will have the right to rely on and use any current, future or revised or amended state cleanup/remediation standards, guidelines or criteria or revised federal cleanup/remediation standards, if applicable, including without limitation any site-specific risk-based soil and groundwater cleanup objectives or other similar RBCA policies administered by the Agency. In performing any Corrective Action at the premises, Grantor may also rely on and implement institutional controls as provided for in applicable laws, regulations and policies to ensure the protection of public health, safety or welfare and the environment. Grantee acknowledges that such institutional controls may require deed recordation running with the land at the premises. Such deed recordation would contain certain restrictions based on site-specific exposure such as prohibiting the use of groundwater at the premises, requiring that the use of the premises remain commercial/industrial, or requiring the premises, or a portion of the premises, to be paved or that existing pavement remain in place and be properly maintained. Grantee agrees to permit reasonable institutional controls regarding the premises in connection with Grantor's performance of any Corrective Action thereon. Grantee agrees to provide Grantor, at no cost to Grantor, with Grantee's written consent and signature as needed in connection with the preparation, execution and recording of any necessary documents relating to any institutional controls which are to be recorded on the premises as part of Grantor's performance of Corrective Action. Such institutional controls, if necessary, would not prohibit the use of the premises for industrial/commercial purposes. Grantor reserves its legal appeal rights with respect to any orders, directives or requests of the Agency concerning but not limited to Corrective Action at the premises. Grantee agrees that, without prior written approval from Grantor, Grantee will not engage in any activity which would interfere with Grantor's performance of any Corrective Action at the premises. Such approval shall not be unreasonably withheld by Grantor. In the event that

BUYER'S INITIALS: 

Grantee interferes with Grantor's performance of Corrective Action, Grantee agrees to pay Grantor for the reasonable costs incurred by Grantor as a result of any such interference, including, but not limited to, costs to replace monitoring wells that are damaged or destroyed by Grantee's activities.

b. The use of the premises shall be restricted solely to industrial/ commercial use.

c. The installation and/or existence of potable wells on the premises is prohibited. The groundwater underneath the premises shall not be used for any purpose whatsoever. This restriction, however, does not prohibit the installation or use of any compliance wells, or any groundwater monitoring, recovery or extraction wells or similar devices, used for or related to the performance of any Corrective Action.

d. Grantee shall not have any claim against Grantor, or Grantor's parent companies, affiliates, predecessors, successors, assigns, subsidiary companies or their respective past, present and future officers, employees, agents and/or representatives (collectively, the "Released Parties"), based upon, related to or arising out of the presence of any contamination on, under or at the premises. The Released Parties are hereby forever released from any and all such claims including, but not limited to, any and all claims and statutory causes of action under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Clean Water Act, the state law equivalents of such acts, state and federal underground storage tank laws and regulations and all other environmental laws and regulations, all as amended. This release shall not apply to claims of breach of that certain Offer to Purchase (including Exhibit "B") dated _____ between Grantor and Grantee that may arise in the future.

e. Grantee agrees to adhere to, and comply with, the terms of any closure or no further action/remediation letter or determination from the Agency regarding Grantor's performance of Corrective Action.

f. Grantee hereby agrees to defend (with counsel reasonably acceptable to the Released Parties), indemnify and hold the Released Parties (as defined above) harmless from and against any and all liabilities, claims, losses, suits, actions, judgments, damages, costs (including reasonable attorneys' fees) or penalties that result from, arise out of or relate in any way to Grantee's violation of the reservations, restrictions and/or conditions contained in this deed.

g. In case any one or more of the reservations, restrictions or conditions (or portions thereof) contained in this deed shall, for any reason, be held to be invalid, illegal or legally unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other portion of that provision or any other provision hereof (whether or not clearly divisible from such provision or portion thereof), and the above reservations, restrictions and conditions shall be construed and interpreted in the manner which is valid, legal and legally enforceable, and which is most nearly consistent with the intention of Grantor and Grantee as evidenced by the above reservations, restrictions and conditions."

BUYER'S INITIALS 

9. **RETENTION OF RIGHTS:** Buyer agrees that Seller retains all its rights from the applicable State underground storage tank fund for eligible costs incurred by Seller (both prior to and after the sale of the Premises) in connection with Seller's performance of any Corrective Action at the Premises. Additionally the parties agree that any money expended by Seller for Corrective Action which is later reimbursed by a state fund or recovered from a third party shall be paid over to Seller by Buyer if and when such funds are received by Buyer. Any money expended by Buyer for Corrective Action which is later reimbursed by a state fund or recovered from a third party shall be paid over to Buyer by Seller if and when such funds are received by Seller. Each party shall give all reasonable cooperation to the other party in connection with all applications for such reimbursement, including any assignment of the proceeds of such reimbursement to the other party, where such an assignment is executed pursuant to this section 9.

If the Environmental Laws governing the state reimbursement fund prohibit the assignment of reimbursement rights, Seller shall, if eligible to do so, at Buyer's option and sole expense, make application for reimbursement in Seller's own name and remit to Buyer any such reimbursement funds received for monies expended by Buyer for Corrective Action.

BUYER'S INITIALS: 

EXHIBIT "C" (Condition of Premises)

to
Offer To Purchase
between

CITY OF FRANKLIN BOARD OF PUBLIC WORKS AND SAFETY (Buyer)
and
MARATHON PETROLEUM COMPANY LP (Seller)

Report(s) of tests and investigations conducted
prior to closing, incorporated herein:

Attached:

- No Further Action Letter dated November 30, 2005
- Environmental Restrictive Covenant dated October 26, 2005

JCLT Johnson County Land Title, Inc.

Agent for

Chicago Title Insurance Company

herein called the Company

for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

City of Franklin Indiana
Mrs. Joanna Myers
70 E. Monroe Street
Franklin, IN 46181

COMMITMENT

SCHEDULE A

Commitment No.	Effective Date:	Policy or Policies to be issued:	
		2006 ALTA Owner's Policy (06/17/2006)	2006 ALTA Loan Policy (06/17/2006)
15-67293	July 30, 2015	\$ 19,000.00	\$.00

Proposed Insured -- LOAN:

Proposed Insured -- OWNER'S:

City of Franklin Indiana, an Indiana Municipality

Title to the estate or interest in the land described or referred to in this Commitment is Fee Simple and is at the Effective Date vested in:

Marathon Petroleum Company LP

The land referred to in this Commitment is described as follows:

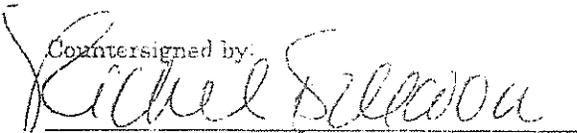
The following real estate in Johnson County, in the State of Indiana, to-wit:

Part of Lot Numbered Eighty-Seven (87) in the Original Plat of the Town, now City of Franklin, Indiana, described as follows:

Beginning on the east line of said lot at a point, two hundred thirty-two (232) feet south of the northeast corner thereof; thence west, one hundred forty four (144) feet to the west line of said lot numbered eighty-seven (87); thence south on said west line, three hundred sixteen (316) feet to the middle line of Young's Creek; thence north 55 degrees

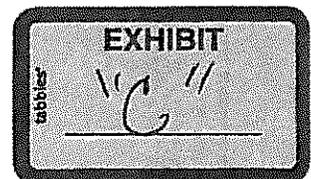
Continued

Countersigned by:



Johnson County Land Title, Inc.

40 E. Jefferson St., Franklin, IN 46181
Phone: (317) 738-2226 Fax: (317) 738-4738



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Schedule A - Continued

Commitment No. 15-67293

east, with the middle line of said creek. Two hundred eleven (211) feet to the east line of said lot; thence North on said east line, two hundred twelve (212) feet to the place of beginning, containing one and two one-hundredths (1.02) acres, more or less.

Address Reference: 260 S. Main Street, Franklin, IN 46131

The property address listed is provided solely for informational purposes, without warranty as to accuracy or completeness and is not hereby insured.

SCHEDULE B - SECTION I

Commitment No. 15-67293

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- B. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- C. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- D. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.
- E. Any Owner's Policy issued pursuant hereto will contain under Schedule B the General Exceptions set forth below. Any Loan Policy will contain under Schedule B General Exceptions 1, 2 and 3 unless a satisfactory survey is furnished; General Exception 4 will appear unless satisfactory evidence is furnished that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and material men are all paid.

General Exceptions:

1. Rights or Claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by any public records.
5. Taxes or special assessments which are not shown as existing liens by the public record.

NOTE: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

F. Special Exceptions:

1. Taxes for the year 2014, each half in the amount of \$459.00, due and payable in May and November 2015; assessed in the name of Marathon Petroleum Company, LP. Parcel ID No. 41-08-23-021-005.000-009; May Installment Paid. November Installment Unpaid. Assessed Value: Land - \$30,600.00; Improvements - \$0.00; Exemptions - \$0.00. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

NOTE: Added improvements in place as of March 1, 2015 are subject to assessment which could increase the tax amounts due in 2016, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. The company assumes no liability for increases in the amount of real estate taxes as shown above as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.

2. Taxes for the year 2015, due and payable in 2016, are now a lien, but not yet due and payable.
3. Environmental Disclosure Document recorded April 7, 1994 in Miscellaneous Record 67, page 22.
4. We must be furnished a copy of the limited partnership agreement of Marathon Petroleum Company LP. Also, we must be provided a copy of the Certificate of Limited Partnership filed with the Secretary of State of Indiana. We require that the be executed by all of the general partners or that we be furnished a resolution executed by all of the general partners, authorizing execution of the deed.
5. We must be furnished with certified copies of proper corporate resolutions authorizing the purchase of the premises, and setting forth the names of the individuals who are authorized to execute the closing documents.

SCHEDULE B - SECTION I

Commitment No. 15-67293

6. We must be furnished with a copy of Certificate of Existence from the Secretary of State of Indiana, attesting to the current good standing of City of Franklin Indiana, an Indiana Municipality.
7. Rights of tenants under unrecorded leases, if any.
8. Any adverse claim relative to Young's Creek based Upon:
 - a. The land described in Schedule A or any part thereof is now or at anytime has been below the ordinary low water mark of Young's Creek; or
 - b. Some portion of said land has been created by artificial means or has accreted to such portion so created, or
 - c. Some portion of said land has been brought within the boundary thereof by an avulsive movement, or has been formed by accretion to any such portion; or
 - d. Rights of upper and lower riparian owners with respect to the waters thereof.
9. Possible Barrett Law Liens, Stormwater, Municipal and/or sewer assessments levied by the City of Franklin, Johnson County, Indiana.
10. Judgment search has been made versus City of Franklin Indiana, an Indiana Municipality, and NONE FOUND.

NOTE: Effective July 1, 1993, a Sales Disclosure Form must be filed with the county auditor at the time of recording of most deeds and land contracts, as required by IC 6-1, 1-5.5. A fee of \$10.00 must be paid to the auditor at the time of filing, together with a transfer fee of \$5.00.

NOTE: The County Recorders Office will not accept replications of Deed and/or Mortgage forms for recording. The Deed and/or Mortgage must be an original, legible, and at least 10 pica font. Any questions regarding recording can be referred to your County Recorder.

NOTE: This Commitment is not an abstract, examination, report or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of the Underwriter and its Title Insurance Agent shall arise under and be governed by the conditions of the commitment.

NOTE: By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the I100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

NOTE: Effective January 1, 2006, no document will be accepted by Indiana County Recorders unless said document has been stamped, which is a declaration by the individual preparing the document for recording stating that the individual has reviewed the entire document prior to submitting it for recording for the purpose of identifying and, to the extent permitted by law, redacting all Social Security Numbers.

NOTE: Effective July 1, 2013, Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transactions in which the title insurance company or its authorized agent acts as the settlement agent. In residential transactions, the closing protection letters are mandatory and must be issued to each party. In commercial transactions, closing protection letters are available upon request, but are not mandatory. First American Title Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter, and \$25 for a lender's letter. Chicago Title Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter, and \$35 for a lender's letter.

NOTE: Effective July 1, 2009, HIA 1374 (enacting Indiana Code 27-7-3.7) requires Good Faith Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 may be in the form of irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account or another closing agent, or check drawn on the trust account of a licensed real estate broker. Personal checks may be accepted, provided the amount not exceed \$500.

rad



Chicago Title Insurance Company

Commitment No. 15-67293

COMMITMENT FOR TITLE INSURANCE

Issued by
Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

44161N 15-67293
Johnson County Land Title, Inc.
40 East Jefferson Street
Franklin, IN 46131
Tel: (317) 738-2226
Fax: (317) 738-4738

CHICAGO TITLE INSURANCE COMPANY

By:



[Signature]
ATTEST President
[Signature] Secretary

Countersigned:

[Signature]

Authorized Signatory

Richard Dillard



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,500,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

Effective Date: 5/1/2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures.

Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Effective Date: 5/1/2008

Disclosure to Affiliated Companies — We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties — We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customer Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

JOHNSON COUNTY LAND TITLE, INC. PRIVACY POLICY

Safeguarding your personal financial information is important to us. The following sets out the Privacy Policy of Johnson County Land Title, Inc.

Information We Obtain

We obtain the necessary information to process your title insurance policy and proceed to closing the sale of real estates in many instances. We receive information from financial institutions along with information solicited from you for purposes of meeting the legal requirements for closing your transaction and property reporting to the proper agencies.

We gather this information and use it only if we believe it is necessary as a part of our service being provided and if it is required by law or regulation.

This information must be shared with the parent underwriting title insurance company to show that our work was completed as requested by them and the new policy can be issued along with the necessary information required to be sent to any financial institution that has an interest in the closing of, and of course, the other party to the transaction.

We also are required by law to provide information under both State and Federal laws concerning the sale of real properties. In addition, if there are any legal proceedings, the parties to the litigation have a right under State and Federal law to obtain records and information from us. In all of these instances, we will disclose the information whenever required to do so by law, regulation, lawful judicial or administrative process or court order.

Former Clients

We maintain information after transactions are closed as required by law or standards within the industry for maintaining records in the event questions arise at a later date. Any information on former closing is subject to the same policies as current client information.

Security Procedures

Johnson County Land Title, Inc. has established security procedures and safeguards, in accordance with commercial standards, intended to prevent access to your confidential information by unauthorized persons.

Policies governing Employee Access

We limit access to your information to those employees who, because of their position or responsibilities, have a business reason to know or have access to such information. Our employees are informed of their responsibility to protect confidential information you give to us.

We may amend this policy at any time, however, if we do so, it will be recorded in writing as part of our disclosure.

If you have any questions concerning our Privacy Policy, please feel free to contact Johnson County Land Title, Inc. at 317-738-2226. We appreciate the trust you have shown by choosing us and we will continue to safeguard any information you provide us.

§ 36-1-10.5-1. Application of chapter.

Indiana Statutes

Title 36. LOCAL GOVERNMENT

Article 1. GENERAL PROVISIONS

Chapter 10.5. PURCHASE OF LAND OR STRUCTURES

Current through P.L. 259-2015

§ 36-1-10.5-1. Application of chapter

- (a) Except as provided in subsection (b), this chapter applies to:
 - (1) political subdivisions; and
 - (2) their agencies.

- (b) This chapter does not apply to the purchase of:
 - (1) real property having a total price (including land and structures, if any) of twenty-five thousand dollars (\$25,000) or less;
 - (2) airport land or structures under IC 8-22;
 - (3) library land or structures under IC 36-12;
 - (4) school land or structures under IC 20-47;
 - (5) hospital land or structures by a hospital or health and hospital corporation established and operated under IC 16-22 or IC 16-23;
 - (6) land or structures acquired for a road or street right-of-way for a federal-aid project funded in any part under 23 U.S.C. 101 et seq.;
 - (7) land or structures by redevelopment commissions under IC 36-7-14 or IC 36-7-15.1, or redevelopment authorities under IC 36-7-14.5 ; or
 - (8) land by a municipally owned water utility, if:
 - (A) the municipally owned water utility has performed or contracted with another party to perform sampling and drilling tests of the land; and
 - (B) the sampling and drilling tests indicate the land has water resources.

Cite as IC 36-1-10.5-1

History. As added by P.L.336-1987, SEC.1. Amended by P.L.188-1988, SEC.4; P.L.114-1989, SEC.2; P.L.2-1993, SEC.197; P.L.221-1997, SEC.1; P.L.1-2005, SEC.233; P.L.2-2006, SEC.187; P.L.194-2007, SEC.11.

MOC 3498
260 South Main Street
Franklin, IN
T&C File: 15-001-IN-012438
DULY ENTERED FOR TAXATION:
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

AUG 12 2014

James B. Hill
AUDITOR, JOHNSON COUNTY

15-452-IN-12499

QUITCLAIM DEED


Doc ID: 007034770003 Type: DEE
Kind: QUIT CLAIM
Recorded: 08/12/2014 at 11:18:29 AM
Fee Amt: \$20.00 Page 1 of 3
Workflow# 0000090783-0002
Johnson County-Recorded as Presented
Jill L. Jackson County Recorder
File 2014-015345

KNOW ALL MEN BY THESE PRESENTS, that, effective June 30, 2011, **MARATHON OIL COMPANY**, an Ohio corporation, whose address is 5555 San Felipe Road, Houston, Texas 77056, Grantor, for the consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, received to its full satisfaction from **MARATHON PETROLEUM COMPANY LP**, a Delaware limited partnership, whose tax mailing address is c/o Property Tax Records, 539 South Main Street, Findlay, Ohio 45840, Grantee, does hereby release, convey and quitclaim to said Grantee the following described real estate, in the City of Franklin, County of Johnson and State of Indiana, to-wit:

SEE ATTACHED EXHIBIT A

PRIOR DEED REFERENCE: Doc. No. 98007756

PARCEL I.D. NUMBER: 41-08-23-021-005.000-009

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED OCTOBER 26, 2005, RECORDED IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY ON OCTOBER 26, 2005, INSTRUMENT NUMBER (or other identifying reference) 2005-030064 IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

TO HAVE AND TO HOLD the same, together with all rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining, unto the Grantee, its successors and assigns forever.

Grantor, does further release, convey and quitclaim to said Grantee, all of Grantor's right, title and interest, if any, in and to all roadways, streets, alleys, easements and rights of way adjacent to or abutting to the above described lands. This conveyance is subject to easements, conditions, reservations, agreements and restrictions of record, if any.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly elected officers of Grantor and have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has fully corporate capacity to convey the real estate described herein; and that all necessary corporate requirements for the making of such conveyance have been satisfied.

IN WITNESS WHEREOF, said corporation sets its hand this 22nd day of June, 2011.

MARATHON OIL COMPANY

By: J. F. Cavallero
Name: J. F. Cavallero
Title: Assistant Treasurer



STATE OF OHIO }
 }SS.
COUNTY OF HANCOCK }

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Marathon Oil Company, an Ohio corporation, by J. F. Cavallero, its Assistant Treasurer, who acknowledged the execution of the foregoing instrument for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 22nd day of June, 2011.

Linda B. Miller
Linda B. Miller, Notary Public
Residing in Hancock County, Ohio

My Commission Expires: **LINDA B. MILLER**
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 15, 2011

This Instrument Prepared By: Daniel Brown, Attorney-At-Law, 539 S. Main St., Findlay, OH 45840

"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."

Daniel Brown
Daniel Brown

GRANTOR'S MAILING ADDRESS W/CD
Send Tax Bills to: Marathon Petroleum Company LP, c/o Property Tax Records, 539 South Main Street, Findlay, Ohio 45840.

EXHIBIT A

MOC 3498
260 South Main Street
Franklin, IN

The following real estate in Johnson County, in the State of Indiana, to-wit:

Part of Lot Numbered Eighty-Seven (87) in the Original Plat of the Town, now City of Franklin, Indiana, described as follows:

Beginning on the east line of said lot at a point, two hundred thirty-two (232) feet south of the northeast corner thereof; thence west, one hundred forty four (144) feet to the west line of said lot numbered eighty-seven (87); thence south on said west line, three hundred sixteen (316) feet to the middle line of Young's Creek; thence north 55 degrees east, with the middle line of said creek. Two hundred eleven (211) feet to the east line of said lot; thence north on said east line, two hundred twelve (212) feet to the place of beginning, containing one and two one-hundredths (1.02) acres, more or less.

15-001-IN-12438

RECEIVED FOR RECORD
JOHNSON COUNTY RECORDER
JEAN HARMON

98007756

98 MAR 20 PM 3: 17

EMC Unit No: 6367
Location: 260 South Main Street
Franklin, IN

QUITCLAIM DEED

98006038

EMRO MARKETING COMPANY, a Delaware corporation, whose address is 539 South Main Street, Findlay, Ohio 45840, Grantor, for the consideration of Ten and no/100 Dollars (\$10.00) received to its full satisfaction of MARATHON OIL COMPANY, Grantee, whose TAX MAILING ADDRESS will be c/o Property Tax Records, 539 South Main Street, Findlay, Ohio 45840, hereby releases, conveys and quitclaims to said Grantee the following described real estate in the County of Johnson, and State of Indiana, to-wit:

SEE ATTACHED EXHIBIT "A"

PRIOR INSTRUMENT REFERENCE: Book 275, Page 948
PARCEL ID NUMBER: 5100 23 10 015/00

TO HAVE AND TO HOLD the same, together with all rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining, unto the Grantee, its successors and assigns forever.

Grantor, does further release, convey and quitclaim to said Grantee, all of Grantor's right, title and interest, if any, in and to all roadways, streets, alleys, easements and rights of way adjacent to or abutting to the above described lands.

IN WITNESS WHEREOF, said corporation sets its hand this 19th day of December, 1997.

Signed and acknowledged
in the presence of:
Karen I. Mays
Printed: Karen I. Mays
Cynthia L. Snyder
Printed: Cynthia L. Snyder

EMRO MARKETING COMPANY
By: G. E. Buroker
Name: G. E. Buroker
Title: Sr. Vice President - Operations



STATE OF OHIO }
COUNTY OF HANCOCK } SS.

BEFORE ME, a Notary Public in and for said State of Ohio personally appeared the above named Emro Marketing Company, a Delaware corporation, by G. E. Buroker, its Sr. Vice President - Operations, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of him personally and as such officer.

19th IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Findlay, Ohio this day of December, 1997.

Karen I. Mays (SEAL)
Notary Public
Residing in Hancock County, Ohio

My Commission Expires:
KAREN I. MAYS
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES AUG. 29, 2002

This Instrument Prepared by: Q. H. Wood, Attorney, 539 S. Main St., Findlay, Ohio 45840

AJIN#6367
AFTER RECORDING MAIL TO: MARATHON OIL COMPANY, C/O REAL ESTATE, RM 1604,
539 S. MAIN ST., FINDLAY, OH 45840

GRANTOR STATES THAT THERE IS NO INDIANA ADJUSTED GROSS INCOME TAX DUE AS A RESULT OF THIS TRANSACTION.

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER
4/7/arc/26/1998
A. J. ...
AUDITOR OF HANCOCK COUNTY

EXHIBIT "A"

**Legal Description of Premises @
260 South Main Street
Franklin, IN**

The following real estate in Johnson County, in the State of Indiana, to-wit:

Part of Lot Numbered Eighty-Seven (87) in the Original Plat of the Town, now City of Franklin, Indiana, described as follows:

Beginning on the east line of said lot at a point, two hundred thirty-two (232) feet south of the northeast corner thereof; thence west, one hundred forty four (144) feet to the west line of said lot numbered eighty-seven (87); thence south on said west line, three hundred sixteen (316) feet to the middle line of Young's Creek; thence north 55 degrees east, with the middle line of said creek. Two hundred eleven (211) feet to the east line of said lot; thence north on said east line, two hundred twelve (212) feet to the place of beginning, containing one and two one-hundredths (1.02) acres, more or less.

1102

21-923

94008327

Parcel No. 5100-23-10-015/00

TRUSTEES' DEED

8-1N-559

This Indenture Witnesseth, that James A. Hogshire, III and Richard R. Hogshire, Trustees of James A. Hogshire, Jr. Trust (Grantor), convey to Emro Marketing Company, a Delaware corporation (Grantee), for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the real estate in Johnson County, Indiana, which is described in Exhibit A attached hereto and by this reference made a part hereof.

Subject to:

1. Easements, restrictions, highways and rights-of-way of record.
2. Real property taxes due and payable in May 1994 and thereafter.

Tax bills should be sent to Grantee, c/o Property Tax Section, 539 South Main Street, Findlay, OH 45840.

IN WITNESS WHEREOF, Grantor has executed this deed this 30th day of March, 1994.

Grantor:

Richard R. Hogshire
Richard R. Hogshire, Trustee

Grantor:

James A. Hogshire III
James A. Hogshire, III, Trustee

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Richard R. Hogshire, Trustee, who acknowledged the execution of the foregoing Trustees' Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 25th day of March, 1994.

Richard R. Hogshire
Notary Public
Printed Richard R. Hogshire
Residing in Marion County

My Commission Expires: 11-7-91

DULY ENTERED FOR TAXATION
April 6, 1994
Boyd E. Stanger
AUDITOR OF JOHNSON COUNTY

STATE OF ARIZONA)
) SS:
COUNTY OF Maricopa

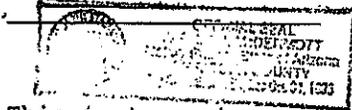
8-1N-559

Before me, a Notary Public in and for said County and State, personally appeared James A. Hogshire, III, Trustee, who acknowledged the execution of the foregoing Trustees' Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 30th day of August, 1994.

James R. McDermott
Notary Public
Printed: James R. McDermott
Residing in Maricopa County

My Commission Expires:



This instrument prepared by William A. Freihofer, Attorney-at-Law.
WAF/lwg

B-1N-559

Part of Lot Numbered Eighty-Seven (87) in the Original Plat of the Town, now City of Franklin, Indiana, described as follows:

Beginning on the east line of said lot at a point, two hundred thirty-two (232) feet south of the northeast corner thereof; thence west, one hundred forty four (144) feet to the west line of said lot numbered eighty-seven (87); thence south on said west line, three hundred sixteen (316) feet to the middle line of Young's Creek; thence north 55 degrees east, with the middle line of said creek, two hundred eleven (211) feet to the east line of said lot; thence north on said east line, two hundred twelve (212) feet to the place of beginning, containing one and two one-hundredths (1.02) acres, more or less.

APR 7 3 04 PM '94

RECEIVED FOR RECORD	
BOOK <u>275</u>	PAGE <u>948</u>
JACQUOLINE E. KELLER	
JOHNSON COUNTY RECORDER	

Exhibit A

Lawyers Title Insurance Corporation

8 - 1 N - 5 5 9

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

**1992 ALTA
Owner's Policy**

**Owner's Policy Number
136 - 00 - 068763**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company also will pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest,

as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name

CONDITIONS AND STIPULATIONS—CONTINUED

of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) **The Company's Rights Against Non-insured Obligors.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto

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**Lawyers Title Insurance Corporation
OWNERS POLICY**

SCHEDULE A

8-1N-559

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
¹ 21-923	² 136-00-068763	³ April 7, 1994	⁴ \$15,000.00

1. Name of Insured:

Emro Marketing Company, a Delaware Corporation

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in the Insured.

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

5. The land referred to in this Policy is described as follows:

Part of Lot Numbered Eighty-Seven (87) in the Original Plat of the Town, now City of Franklin, Indiana, described as follows:

Beginning on the east line of said lot at a point, two hundred thirty-two (232) feet south of the northeast corner thereof; thence west, one hundred forty four (144) feet to the west line of said lot numbered eighty-seven (87); thence south on said west line, three hundred sixteen (316) feet to the middle line of Young's Creek; thence north 55 degrees east, with the middle line of said creek, two hundred eleven (211) feet to the east line of said lot; thence north on said east line, two hundred twelve (212) feet to the place of beginning.

Lawyers Title Insurance Corporation
OWNERS POLICY

SCHEDULE B

8 = 1 N - 559

Policy Number: 136-00-068763

Owners

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

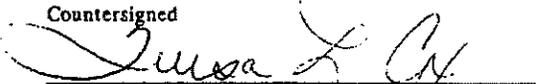
1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements or claims of easements not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by public records.

Special Exceptions:

1. Taxes for the year 1993, each half in the amount of \$531.89, due and payable in May and November 1994; assessed in the name of James A. Hogshire Jr Trust; Taxing Unit No. 31. Duplicate No. 6695. ID No. 5100-23-10-015/00. May installment Unpaid. November Installment Unpaid. Assessed Value: Land - \$4700.00; Improvements - \$9400.00; Exemptions - \$0.00.
2. Taxes for the year 1994, due and payable in 1995, are now a lien.
3. Rights of riparian owners in and to the free flow of Young's Creek and to the continued uninterrupted flow thereof.
4. Possible Municipal Assessments levied by the City of Franklin, Indiana.

---End of Schedule B ---

Countersigned


Authorized Signatory

CONDITIONS AND STIPULATIONS—CONTINUED

by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to its Corporate Headquarters, 6630 West Broad Street, Richmond, Virginia 23230. Mailing address: P.O. Box 27567, Richmond, Virginia 23261.

IN WITNESS WHEREOF the Company has caused this policy to be signed and sealed, to be valid when Schedule A is countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Lawyers Title Insurance Corporation

Attest:

[Signature]

Secretary

By:

[Signature]

President

POLICY OF TITLE INSURANCE

A WORD OF THANKS . . .

As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Lawyers Title Insurance Corporation.

There is no recurring premium.

This policy provides valuation title protection and we suggest you keep it in a safe place where it will be readily available for future reference.

If you have any questions about the protection provided by this policy, contact the office that issued your policy or you may write to:

Consumer Affairs Department
Lawyers Title Insurance Corporation
P.O. Box 27567
Richmond, Virginia 23261

TOLL FREE NUMBER: 1-800-446-7086

