

Project: Franklin Westside Interceptor
Key No.: 41-08-03-023-034.000-009

STATE OF INDIANA)
)
COUNTY OF JOHNSON) **SANITARY SEWER EASEMENT**
) SS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is now acknowledged, Matthew S. Hinesley and Kaitlan M. Hinesley, husband and wife (hereinafter referred to as "GRANTORS"), warrant to the City of Franklin, Indiana, its successors, and assigns (hereinafter collectively referred to as "GRANTEE"), that GRANTORS have title to said real estate and are fully empowered to convey said interest in real estate, and grant, bargain, sell, transfer, dedicate, and convey unto the GRANTEE an easement with the right to erect, construct, install and lay, use, operate, inspect, repair, maintain, replace and remove, sanitary sewer line(s) and appurtenances thereto, which is/are part of, or are to become part of, the GRANTEE's sanitary sewer utility system over, across, and through the land of the GRANTORS situated in Johnson County, State of Indiana, and said easement being described as follows:

A perpetual permanent easement, which is described on attached Exhibit "A" and depicted on the Parcel Plat Exhibit "B" and made a part hereof.

Cross-referencing Instrument No. 2021-012644 and Recorded on 04/28/2021

The GRANTEE covenants to maintain the easement in good repair so that no damage will result from its use to the adjacent land of the GRANTORS, his trustees, successors and assigns.

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantors' Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

3. Grantee shall have the right to allow third parties to trench with Grantee's Facilities, and any such equipment shall include but not be limited to, wires, cables, and other fixtures; provided, that Grantors shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's facility location.
4. To the best of Grantors' knowledge, the Easement Area and the adjoining land of Grantors' Property, have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.
5. Grantors shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.
6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantors' Property, *but only* during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.
7. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantors' Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantors, satisfactorily repair any damage, Grantors must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at 70 E. Monroe Street, Franklin, Indiana 46131.
8. Grantors shall have the right to use the Easement Area and the adjoining land of Grantors' Property in any manner which is consistent with the rights granted herein to Grantee and shall comply with all applicable codes when making use of the land near the Facilities.
9. Notwithstanding anything to the contrary contained herein, Grantors shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.
10. Grantors warrant that it has the necessary authority and title to Grantors' Property to grant this easement to Grantee and shall defend and hold Grantee harmless from the claim of any third party that Grantors do not have such authority or title.
11. The respective rights and duties herein of Grantors and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantors and Grantee. Easement, Grantors and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

The undersigned persons executing this easement on behalf of GRANTORS represent and certify that they have been authorized to execute and deliver this easement.

IN WITNESS WHEREOF, the said GRANTORS have hereunto affixed its name, this 16 day of August 2022.

By: Matthew S Hinesley

By: Kaitlan M Hinesley

Printed: Matthew S. Hinesley, husband

Printed: Kaitlan M. Hinesley, wife

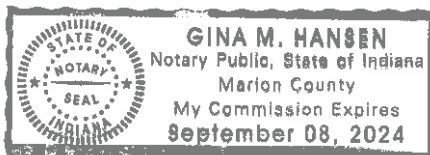
Title: owner

Title: owner

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Matthew S. Hinesley and Kaitlan M. Hinesley, husband and wife being first duly sworn upon their oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

WITNESS MY HAND AND NOTARIAL SEAL THIS 16th DAY OF August, 2021.



Gina M Hansen
Notary Public

Printed: Gina M. Hansen

Resident of MARION County

Commission No. 687911

My Commission Expires: 7/8/24

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin,
Johnson County, Indiana this _____ day of _____, 20__.

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

Voting Affirmative:

Voting Opposed:

Mayor Steve Barnett

Mayor Steve Barnett

Kenneth Austin

Kenneth Austin

Tina Gross

Tina Gross

Attest:

Jayne Rhoades, Clerk Treasurer

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.

Signed _____

*Prepared by:
Joanna Myers, Senior Planner
City of Franklin
Department of Planning & Engineering
70 E. Monroe Street
Franklin, IN 46131*

EXHIBIT "A"

Project: Franklin – West Side Interceptor
Parcel: 23
Key No: Parcel # 41-08-03-023-034.000-009
Form: Permanent Sanitary Easement on the Exhibit B

Sheet 1 of 1

Part of the Northwest Quarter of Section 3, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Instrument Number 2021-012644 in the Office of the Johnson County Recorder, and depicted on the attached Parcel Plat, marked Exhibit "B", described as follows:

A strip of land thirty feet (30') in uniform width, lying fifteen feet (15') wide on both sides of the following described centerline.

Beginning at Station 402+12.49 of Line "A" as shown on the route survey recorded as Instrument Number 0000000 in said Recorder's Office; thence North 87 degrees 31 minutes 14 seconds East along Line "A" 146.87 feet to Station 403+59.36; thence South 02 degrees 25 minutes 08 seconds East along Line "A" 25.00 feet to the terminus of this centerline being Station 403+84.36 of Line "A", containing in all 0.118 Acres more or less. The side lines of said 30 foot easement to be extended or shortened to meet at the boundaries of said parcel.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on June 14, 2022.



EXHIBIT B

PARCEL 23

OWNER: Matthew S. & Kaitlan M. Hinesley	CODE: NA
PROJECT: West Side Interceptor	ROAD: Commerce Dr.
COUNTY: Johnson	DRAWN BY: MKS
S/T/R: SEC. 3-712N-R4E	CHECKED BY: DJS

Inst. No. 2021-012644

EASEMENT ACQUISITION ON PARCEL FROM
INSTRUMENT NUMBER LISTED ABOVE

COORDINATES ARE STATE PLANE EAST

NPES PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #xxxxxx

PERMANENT SANITARY EASEMENT
0.118± ACRES

TEMPORARY EASEMENT
0.286± ACRES

PREPARED FOR CITY OF FRANKLIN
BY:

NORTHPOINTE



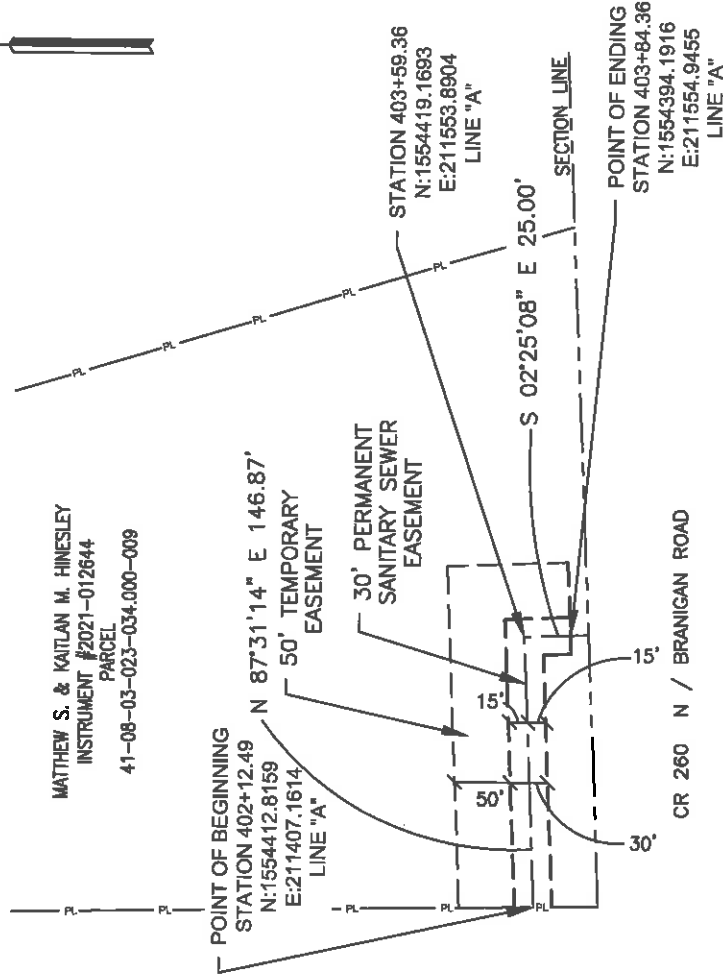
ENGINEERING

SURVEYING, Inc.

6125 South East Street, Suite "B"
Indianapolis, Indiana 46227-2147

Office - 317-884-3020
www.npsurvey.com

SCALE: 1"=100'



Project: Franklin Westside Interceptor
Key No.: 41-08-03-023-034.000-009

STATE OF INDIANA)
) **TEMPORARY SANITARY SEWER EASEMENT**
COUNTY OF JOHNSON) SS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is now acknowledged, Matthew S. Hinesley and Kaitlan M. Hinesley, husband and wife (hereinafter referred to as "GRANTORS"), Grants to the City of Franklin, Indiana, by and through its Board of Public Works and Safety, its successors, and assigns (hereinafter collectively referred to as "GRANTEE"), that GRANTORS has title to said real estate and is fully empowered to convey said interest in real estate, and grants a temporary easement with the right to enter upon and have access for the purpose of general construction, which said work is incidental to the construction of a sanitary sewer facility known as the Westside Interceptor Project, and more particularly described in the legal description attached hereto as Exhibit "A" and depicted upon the Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference which temporary easement shall be extinguished, become void and revert to the Grantors and/or the Grantors' successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantors.

Cross-referencing Instrument No. 2021-012644 and Recorded on 04/28/2021

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the City of Franklin, Indiana, except: None

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

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantors, for the purpose of inducing the the City of Franklin, Indiana, by and through its Board of Public Works and Safety to accept this grant and to pay the hereinbefore referenced consideration, represent that the Grantors are the owners in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

The undersigned persons executing this easement on behalf of GRANTORS represent and certify that they have been authorized to execute and deliver this temporary easement.

IN WITNESS WHEREOF, the said GRANTORS have hereunto affixed its name, this 16 day of August 2022.

By: Matthew S. Hinesley

Printed: Matthew S. Hinesley, husband

Title: owner

By: Kaitlan M. Hinesley

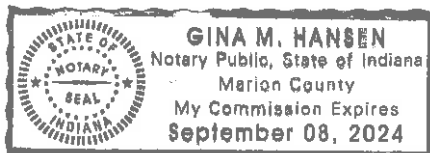
Printed: Kaitlan M. Hinesley, wife

Title: owner

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Matthew S. Hinesley and Kaitlan M. Hinesley, husband and wife being first duly sworn upon their oath, and acknowledged the execution of the foregoing and the facts therein set forth are true and correct.

WITNESS MY HAND AND NOTARIAL SEAL THIS 16th DAY OF August, 2021.



Gina M. Hansen
Notary Public

Printed: Gina M. Hansen

Resident of MARION County

Commission No. 687911

My Commission Expires: 9/8/2024

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin,
Johnson County, Indiana this _____ day of _____, 20__.

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

Voting Affirmative:

Voting Opposed:

Mayor Steve Barnett

Mayor Steve Barnett

Kenneth Austin

Kenneth Austin

Tina Gross

Tina Gross

Attest:

Jayne Rhoades, Clerk Treasurer

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.

Signed _____

*Prepared by:
Joanna Myers, Senior Planner
City of Franklin
Department of Planning & Engineering
70 E. Monroe Street
Franklin, IN 46131*

EXHIBIT "A"

Project: Franklin – West Side Interceptor
Parcel: 23
Key No: Parcel # 41-08-03-023-034.000-009
Form: Temporary Easement

Sheet 1 of 1

Part of the Northwest Quarter of Section 3, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Instrument Number 2021-012644 in the Office of the Johnson County Recorder, and depicted on the attached Parcel Plat, marked Exhibit "B", described as follows:

A strip of land fifty feet (50') in uniform width, the south and west line lying fifteen feet (15') north and east, adjacent and parallel with the following described line.

Beginning at Station 402+12.49 of Line "A" as shown on the route survey recorded as Instrument Number 0000000 in said Recorder's Office; thence North 87 degrees 31 minutes 14 seconds East along Line "A" 146.87 feet to Station 403+59.36; thence South 02 degrees 25 minutes 08 seconds East along Line "A" 25.00 feet to the terminus of this centerline being Station 403+84.36 of Line "A", containing in all 0.286 Acres more or less. The side lines of said 50 foot easement to be extended or shortened to meet at the boundaries of said parcel.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on June 14, 2022.



Duly Entered For Taxation
Subject To Final Acceptance
For Transfer Apr 28 2021
Pamela J. Burton
AUDITOR JOHNSON COUNTY, IND.

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.
Recording requested by:
MVP National Title

After Recording Return To:
Kaitlan Hinesley and Matthew Hinesley

2021-012644
RECORDED ON
04/28/2021 02:58:07 PM
TERESA K. PETRO
JOHNSON COUNTY RECORDER
REC FEE: 25.00
PAGES: 2

File Number: 2021-03-2743
Parcel ID: Property 1:
41-08-03-023-034.000-009

Warranty Deed

Know All Men By These Presents that , **Merritt Wayne Harmon**, of Johnson County, Indiana, who owned the property continuously with **Norma Jean Harmon**, until her death on **November 2, 2020**, (henceforth referred to as "Grantor") of Johnson County, State of Indiana, for consideration paid, grant to **Matthew S. Hinesley and Kaitlan M. Hinesley**, as tenants by the entirety (henceforth referred to as "Grantee") of Johnson County, State of Indiana, with **WARRANTY COVENANTS**:

Part of the west half of the northwest quarter and part of the east half of the northwest quarter all in section 3, township 12 north, range 4 east of the second principal meridian, described as follows:

Beginning on the south line of the said west half of the northwest quarter at a point that is 251.15 feet west of the southeast corner thereof; thence east on and along the said south line 368.79 feet to a point that is 1437.97 feet west of the west right of way line at U. S. #31; thence north 16 degrees west, parallel to the said west right of way line, 932.45 feet; thence west 112.79 feet; thence south 906.20 feet to the place of beginning. containing 5.00 acres, more or less, subject to all legal rights of way.

Commonly Known As: 260 Branigin Rd., Franklin, IN 46131
Grantee's Address: 260 Branigin Rd., Franklin, IN 46131
Send Tax Statements: 260 Branigin Rd., Franklin, IN 46131

In Witness Whereof, , the said, Grantor, hereunto set by hands and seals this 23rd day of April, 2021.

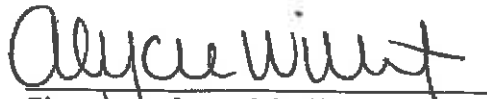
Sales Disclosure Approved
Johnson County Assessor

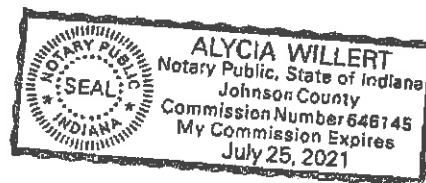

Merritt Wayne Harmon

STATE OF INDIANA
COUNTY OF JOHNSON

I, a Notary Public, hereby certify that **Merritt Wayne Harmon** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this the 23rd day of April, 2021.


Signature of notarial officer
Title and rank



My commission expires:

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. Patrick M O'Brien

Prepared by Patrick M O'Brien, 107 N State Road, 135, Suite 301, Greenwood IN 46143 solely for the benefit of MVP National Title per its request based solely on information supplied by said title company. The preparer disclaims liability for any errors, inaccuracy or omissions in this instrument resulting from the information provided by said title

Summary

Parcel ID 41-08-03-023-034.000-009
Tax ID 41-08-03-023-034.000-009
Section Plat
Routing Number FRANKLIN COMMUNI
Neighborhood 4131001 - RURAL FRANKLIN TWP.
Property Address 260 Branigin Rd
Franklin, IN 46131
Legal Description W NW S3 T12 R4
(Note: Not to be used on legal documents)
Acreage 5
Class Agri Cash grain/general farm
Tax District/Area 009 - FRANKLIN CITY - FRANKLIN TWP

Owners

Deeded Owner
HINESLEY MATTHEW S & HINESLEY KAITLAN M
260 Branigin Rd
Franklin, IN 46131

Land

Land Type	Soil ID	Actual Front	Acreage	Effect. Front	Effect. Depth	Prod Factor	Depth Factor	Meas Sq Ft
HOMESITE			1.000			1.00	1.00	43,560
TILLABLE LAND	CsB2		2.216			0.94	1.00	174,240
RESIDENTIAL EXCESS ACREAGE			1.515			1.00	1.00	
TILLABLE LAND	Br		0.093			1.28		
TILLABLE LAND	CrA		0.176			1.02		

Farm Land Computations

Parcel Acreage 5
81 Legal Drain NV [-] 0
82 Public Roads NV [-] 0
83 UT Towers NV [-] 0
9 Homesite(s) [-] 1
Total Acres Farmland 2.4849
True Tax Value 3,570.00
Measured Acres 2.4849
Average True Tax Value/Acre 1,437.00
True Tax Value Farmland 3,570.00
Classified Land Total 0
Homesite(s) Value (+) 36,900.00
Total Land Value 62,100.00

Residential Dwellings

Card 01
Residential Dwelling 1
Occupancy
Story Height 1.0
Roofing Material: Asphalt shingles
Attic None
Basement Type 1/2
Basement Rec Room None
Finished Rooms 6
Bedrooms 3
Family Rooms 1
Dining Rooms 1
Full Baths 1; 3-Fixt.
Half Baths 1; 2-Fixt.
4 Fixture Baths 0; 0-Fixt.
5 Fixture Baths 0; 0-Fixt.
Kitchen Sinks 1; 1-Fixt.
Water Heaters 1; 1-Fixt.
Central Air No
Primary Heat Central Warm Air
Extra Fixtures 0
Total Fixtures 7
Fireplace Yes
Features Masonry fireplace
Masonry stack (IN)
Porches and Decks Masonry Stoop 42
Masonry Stoop 16
CONCP 300
Yd Item/Spc Fture/Outbldg METAL TYPE 3 POLE BARN ALL WALLS 1536 SF
WOOD FRAME LEAN-TO 576 SF
WOOD FRAME LEAN-TO 1440 SF
Last Updated 10/6/2011

Construction	Floor	Base Area (sf)	Fin. Area (sf)
Wood frame	1.0	1767	1767
	B	975	0
	Crawl	792	0
	Total	2742	1767

Improvements

Card 01

ID	Use	Stry Hgt	Const Type	Grade	Year Const	Eff Year	Cond	Base Rate	Features	Adj Rate	Size Are
D	DWELL				1960	1960	AV	0.00	MAS, MAS-STK	0	176
02	T3AW	10	METAL	D	1962	1962	AV	17.55	D	9.95	32 x 4
03	LEANTO	10	WOOD FRAME	D	1982	1982	AV	5.58	D	4.46	12 x 4
04	LEANTO	9	WOOD FRAME	D	1968	1968	AV	5.58		4.46	30 x 4

Transfers

Date	Owner 1	Owner 2	Book & Page	Amount
4/23/2021	HARMON MERRITT WAYNE & NORMA JEAN			\$280,000

Transfer History

Date	Transfer From	Instrument	Book	Page	Doc Nbr
4/23/2021	HARMON MERRITT WAYNE & NORMA JEAN	WARRANTY DEED			2021012644

Valuation

Assessment Year		01/01/2022	01/01/2021	01/01/2020	01/01/2019	01/01/2018
Reason for Change		Annual	Annual	Annual	Annual	Annual
VALUATION	Land	\$62,100	\$51,900	\$51,900	\$51,400	\$51,500
(Assessed Value)	Improvements	\$165,300	\$143,600	\$136,400	\$129,000	\$110,400
	Total	\$227,400	\$195,500	\$188,300	\$180,400	\$161,900
VALUATION	Land	\$62,100	\$51,900	\$51,900	\$51,400	\$51,500
(True Tax Value)	Improvements	\$165,300	\$143,600	\$136,400	\$129,000	\$110,400
	Total	\$227,400	\$195,500	\$188,300	\$180,400	\$161,900

Deductions

Type	Description	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019	2017 Pay 2018	2016 Pay 2017
Over 65	AGE - OVER 65	\$14,000.00	\$14,000.00	\$12,480.00	\$12,480.00	\$12,480.00	\$12,480.00
Homestead	HOMESTEAD - SUPP	\$42,105.00	\$39,865.00	\$36,890.00	\$30,380.00	\$27,650.00	\$26,040.00
Homestead	HOMESTEAD CREDIT	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00

Tax History

	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019	2017 Pay 2018	2016 Pay 2017
+ Spring Tax	\$908.30	\$886.59	\$901.72	\$1,051.18	\$1,045.05	\$1,036.16
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$908.30	\$886.59	\$901.72	\$1,051.18	\$1,045.05	\$1,036.16
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$793.84	\$784.84	\$653.36	\$232.92	\$143.68	\$144.56
Over 65 CB	\$519.78	\$471.96	\$399.48	\$80.64	\$26.90	\$0.00
* Charges	\$1,826.60	\$1,773.18	\$1,803.44	\$2,102.36	\$2,090.10	\$2,072.32
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$918.30)	(\$1,773.18)	(\$1,803.44)	(\$2,102.36)	(\$2,090.10)	(\$2,072.32)
= Total Due	\$908.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Payments

Year	Receipt #	Transaction Date	Amount
2021 Pay 2022	1700598	4/26/2022	
2020 Pay 2021	1631974	11/5/2021	\$918.30
2020 Pay 2021	1549201	5/3/2021	\$886.55
2019 Pay 2020	1468245	11/9/2020	\$886.55
2019 Pay 2020	1455871	4/30/2020	\$901.72
2018 Pay 2019	1361591	11/12/2019	\$901.72
2018 Pay 2019	1339565	5/8/2019	\$1,051.18
2017 Pay 2018	1294841	11/7/2018	\$1,051.18
2017 Pay 2018	1286032	5/9/2018	\$1,045.05
2016 Pay 2017	1185655	11/7/2017	\$1,045.05
2016 Pay 2017	1117175	5/9/2017	\$1,036.16
			\$1,036.16

Pay Taxes Online**Apply for Homestead Deduction**

[Apply online for Indiana Homestead Property Tax Deduction](#)

[This is an affidavit, click here to view instructions and disclosure](#)

Apply for Mortgage Deduction

[Apply online for Indiana Mortgage Deduction](#)

[This is an affidavit, click here to view instructions and disclosure](#)

Johnson County maintains this World Wide Web site to enhance public access to information. This site is continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. Johnson County makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

[Last Data Upload: 8/16/2022, 9:33:07 PM](#)

Developed by



Version 2.5.213

If you decide to accept the offer of \$10,900.00 made by the City of Franklin, Indiana, sign your name below and mail this form to the address indicated above. An additional copy of this offer has been provided for your file.

ACCEPTANCE OF OFFER

We, Matthew S. Hinesley and Kaitlan M. Hinesley, husband and wife, owners of the above described property or interest in property, hereby accept the offer of \$10,900.00 made by the City of Franklin, Indiana, on this 16th day of August, 2022.

Original Offer \$10,900.00

Total Amount \$10,900.00

Matthew S. Hinesley

Signature: Matthew S. Hinesley, husband

Kaitlan M. Hinesley

Signature: Kaitlan M. Hinesley, wife

NOTARY'S CERTIFICATE

STATE OF Indiana :

COUNTY OF Johnson : SS:

Subscribed and sworn to before me this 16th day of August, 2022.

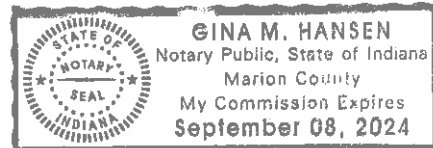
Signature Gina M. Hansen

Printed Name Gina M. Hansen

My Commission number 687911

My Commission expires 9/8/24

I am a resident of Marion County.





ACCOUNTS PAYABLE VOUCHER

CITY OF FRANKLIN, INDIANA

An invoice or bill to be properly itemized must show: kind of service, where performed, dates service rendered, by whom, rates per day, number of hours, rate per hour, number of units, price per unit, etc.

Payee <u>Matthew S. Hinesley and Kaitlan M. Hinesley</u> <u>260 Branigin Road</u> <u>Franklin, IN 46131</u>		Purchase Order No. <u>NA</u> Terms _____ Date Due _____	
---	--	--	--

Invoice Date	Invoice Number	Description (or note attached invoice(s) or bill(s))	Amount
		Project: 231120-04-002	
		Franklin Westside Interceptor Sanitary Sewer	
		Parcel Number: 23	
		Owner Signature: 	
		Matthew S. Hinesley, husband	
		Owner Signature: 	
		Kaitlan M. Hinesley, wife	
		Compensation for perm & temp. easement	
		Total	\$10,900.00

I hereby certify that the attached invoice(s), or bills(s), is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

20

Clerk-Treasurer

Real Estate

Project: 231120-04-002

Parcel: 23

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Matthew S. Hinesley

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.☒ Individual/sole proprietor or single-member LLC☐ C Corporation☐ S Corporation☐ Partnership☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

260 Branigin Road

6 City, state, and ZIP code

Franklin, IN 46131

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

624 - 64 - 4913

or


Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**Signature of
U.S. person ▶

Date ▶

8/16/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**STATEMENT OF THE BASIS FOR JUST COMPENSATION
CITY OF FRANKLIN, INDIANA**

1. This is a written statement of, and summary of the basis for, the amount established through a valuation process as just compensation for the purchase of this right-of-way for public purposes. The amount set forth in Item 5 below is not less than the approved estimate of value.
2. The legal description of this acquisition is set forth in the instrument of conveyance in the following identified parcel and this acquisition is identified in the Acquiring Agency's recorded as:

Project 231120-04-002 Parcel 23 City Franklin County Johnson

Owner(s) Matthew S. Hinesley and Kaitlan M. Hinesley

3. The area and type of interest being acquired **0.118 Acres (Easement) and 0.286 Acres (Temporary)**

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

4. This acquisition is (check one)
 - a. ☐ – A total acquisition of the real property
 - b. ☒ – A partial acquisition of the real property.
5. The Agency's Offer: Just compensation has been determined to be and the Acquiring Agency's offer for the purchase of this real property is as follows:

a. Total Land, Land Improvements and Buildings	\$ 550.00
b. Perpetual Easement	\$ 5,350.00
c. Severance Damages (i.e. Setback, Lose in Value to Residues, ect.)	N/A
d. Other damages (Itemize) Cost to Cure Estimates:	N/A
 Total Damages	 N/A
Temporary R/W	\$ 5,000.00
Total Just Compensation offered for this Acquisition is:	\$10,900.00

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

N/A

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

Lawn area

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

N/A

9. Remarks:
N/A

City of Franklin Approval:

Mark A. Richards

August 2, 2022

Date

UNIFORM PROPERTY OR EASEMENT ACQUISITION OFFER

Date: August 10, 2022

PROJECT: 231120-04-002
Franklin Westside Interceptor Sanitary Sewer
PARCEL: 23
COUNTY: Johnson

Offer Delivery Method (Check one)

In Person _____ Certified Mail ☒

TO: Matthew S. Hinesley and Kaitlan M. Hinesley,
husband and wife
260 Branigin Road
Franklin, IN 46131

The City of Franklin, Indiana, is authorized by Indiana law to obtain your property or an easement across your property, for certain public purposes. The City of Franklin, Indiana needs an easement across your property for a public highway improvement known as 231120-04-002; Franklin Westside Interceptor Sanitary Sewer, and needs to take the easement as described on the attached legal description.

It is our opinion that the fair market value of the easement we want to acquire from you is \$10,900.00, and, therefore, the City of Franklin, Indiana, offers you \$10,900.00 for the above described easement. You have thirty (30) days from this date to accept or reject this offer. If you accept this offer, you may expect payment in full within ninety (90) days after signing the documents accepting this offer and executing the deed, grant or easement, and provided there are no difficulties in clearing liens or other problems with title to the land. Possession will be required thirty (30) days after you have received your payment in full.

HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

1. By law, the City of Franklin, Indiana, is required to make a good faith effort to purchase an easement across your property.
2. You do not have to accept this offer and the City of Franklin, Indiana, is not required to agree to your demands.
3. However, if you do not accept this offer, and we cannot come to an agreement on the acquisition of an easement across your property, the City of Franklin, Indiana, has the right to file suit to condemn, and acquire the easement in the county in which the real estate is located.
4. You have the right to seek advice of an attorney, real estate appraiser or any other person of your choice on this matter.
5. You may object to the public purpose and necessity of this project.
6. If the City of Franklin, Indiana, files a suit to condemn and acquire an easement across your property and the court grants its request to condemn, the court will then appoint three appraisers who will make an independent appraisal of the to be acquired.
7. If we both agree with the court appraisers' report, then the matter is settled. However, if either of us disagrees with the appraisers' report to the court, either of us has the right to ask for a trial to decide what should be paid to you for the condemned.
8. If the court appraisers' report is not accepted by either of us, then the City of Franklin, Indiana, has the legal option of depositing the amount of the court appraisers' evaluation with the court. And if such a deposit is made with the court, the City of Franklin, Indiana, is legally entitled to immediate possession of the easement. You may, subject to the approval of the court, make withdrawals from the amount deposited with the court. Your withdrawal will in no way affect the proceedings of your case in court, except that, if the final judgment awarded you is less than the withdrawal you have made from the amount deposited, you will be required to pay back to the court the amount of the withdrawal in excess of the amount of the final judgment.



August 16, 2022

Project: Franklin Weysside Int.
County: Johnson
Code: n/a
Des.: n/a
Parcel No.: 13 G

Dear Bradey Costin:

The following is in response to your request for proof of delivery on your item with the tracking number:
7021 0350 0000 6319 6416.

Item Details

Status: Delivered, Individual Picked Up at Post Office
Status Date / Time: August 12, 2022, 5:16 pm
Location: FRANKLIN, IN 46131
Postal Product: Priority Mail®
Extra Services: Certified Mail™
Return Receipt Electronic
Up to \$100 insurance included

Shipment Details

Weight: 1lb, 2.0oz

Recipient Signature

Signature of Recipient:

Matthew S. Hinesley
Kaitlan M. Hinesley

Address of Recipient:

260 BRANIGIN RD
FRANKLIN, IN 46131-0702

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

7021 0350 0000 6319 6416

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Certified Mail Fee	\$4.00
Extra Services & Fees (check box, add fee)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$3.95
Total Postage and Fees	\$7.95
Ser.	
Sir	
City	
PS	

Matthew S. Hinesley
Kaitlan M. Hinesley
260 Branigin Road
Franklin, IN 46131

Postmark Here
AUG 10 2022
08/10/2022
4998

See Reverse for Instructions

9. The trial will decide the full amount of damages you are to receive. Both of us will be entitled to present legal evidence supporting our opinions of the fair market value of the property or easement. The court's decision may be more or less than this offer. You may employ, at your cost, appraisers and attorneys to represent you at this time or at any time during the course of the proceeding described in the notice.
10. If you have any questions concerning this matter, you may contact us at:

ATTN: Gina M. Hansen, Land Agent
RWS South, Inc.
127 E. Michigan Street, Suite 300
Indianapolis, IN 46204


Phone: 317.781.9723
Email: gina@rwssouth.com

This offer was made to owners via "Certified Mail" No.: 7021 0350 0000 6319 6416

Matthew S. Hinesley and Kaitlan M.
Hinesley, husband and wife

of Johnson County on 8/12/2022 (Date)

BY:


(Signature)

Gina M. Hansen, Land Agent
(Printed Name and Title)
Agent of: the City of Franklin, Indiana

If you decide to accept the offer of \$10,900.00 made by the City of Franklin, Indiana, sign your name below and mail this form to the address indicated above. An additional copy of this offer has been provided for your file.

ACCEPTANCE OF OFFER

We, Matthew S. Hinesley and Kaitlan M. Hinesley, husband and wife, owners of the above described property or interest in property, hereby accept the offer of \$10,900.00 made by the City of Franklin, Indiana, on this _____ day of _____, 2022.

Original Offer	\$10,900.00
Total Amount	\$10,900.00

Signature: Matthew S. Hinesley, husband

Signature: Kaitlan M. Hinesley, wife

NOTARY'S CERTIFICATE

STATE OF _____:

COUNTY OF _____ SS:

Subscribed and sworn to before me this _____ day of _____, 2022.

Signature _____

Printed Name _____

My Commission number _____

My Commission expires _____

I am a resident of _____ County.

CITY OF FRANKLIN, INDIANA

Date: August 17, 2022

PROJECT: 231120-04-002; Franklin Westside
Interceptor Sanitary Sewer Easement

CODE: N/A PARCEL: 23

COUNTY: Johnson

RECEIPT OF CONVEYANCE INSTRUMENT

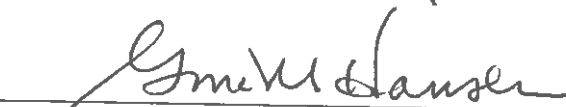
The undersigned being a Right of Way Agent for the City of Franklin, Indiana, does hereby acknowledge receipt this date of one Sanitary Sewer Easement and one Temporary Sanitary Sewer Easement from Matthew S. Hinesley and Kaitlan M. Hinesley, husband and wife, and conveying certain rights, title and/or interest in real estate located in Johnson County to the City of Franklin, Indiana, for transportation purposes and which is identified as Code # N/A and Parcel # 23 on Transportation Project #231120-04-002; Franklin Westside Interceptor Sanitary Sewer Easement.

I further acknowledge that said instrument has been executed and acknowledged by the grantors without payment by me of any consideration and that I am transmitting such instrument to the appropriate transportation authority for review subject to approval.

It is understood and agreed that this conveyance instrument will either be returned to the grantors not approved or the City of Franklin, Indiana, through its proper agencies, will cause such instrument to be processed for payment in the amount of \$10,900.00.

You may expect payment in full within ninety (90) days after signing the documents accepting this offer and executing the deed, grant or easement, and provided there are no difficulties in clearing liens or other problems with title to the land.

CITY OF FRANKLIN, INDIANA



(Signature)


Gina M. Hansen, Land Agent
RWS South, Inc.
127 E. Michigan Street, Suite 300
Indianapolis, IN 46204

Phone: 317.781.9723

Email: gina@rwssouth.com

BUYERS REPORT

Name: Matthew S. Hinesley and Kaitlan M. Hinesley **Project:** 231120-04-002; Franklin Westside Interceptor Sanitary Sewer
Property: 260 Branigin Road, Franklin, IN 46131 **Code:** N/A **Parcel:** 23
Mailing: 260 Branigin Road, Franklin, IN 46131
Email Address: unknown **Telephone #** 812.240.9393
Date Assigned 8/8/2022 **Offer Date** 8/12/2022 **Offer Amount** \$10,900.00
Person Contacted **Name:** Matt Hinesley **Date:** 8/8/2022
Address: 260 Branigin Road, Franklin, IN 46131 **Time:** 2:00 PM
Type of Contact: Phone

Activities Completed	Offer Documents Provided
<p>Yes N/A</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Checked Abstract with Owner</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Mortgages</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Liens, Judgments, Etc.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Excess Land Explained</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Retentions Explained</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> W-9 Secured</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Daily Notice To Relocation</p>	<p>Yes N/A</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Written Offer</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Land Acquisition Brochure</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Statement of Just Compensation</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Owner's Appraisal Letter</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Tax Memo</p>
ADDITIONAL DOCUMENTS PROVIDED See Attached	
AGENT REMARKS See Attached	
OWNER COMMENTS See Attached	
<p>Status of Parcel:</p> <p><input checked="" type="checkbox"/> Secured <input type="checkbox"/> Condemned <input type="checkbox"/> Other _____</p> <p>Distribution:</p> <p><input checked="" type="checkbox"/> Parcel <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Weekly Summary <input type="checkbox"/> Attorney</p> <p><input type="checkbox"/> Other _____</p>	<p>Owner Initials: _____</p> <p style="text-align: center;"></p> <p>Gina M. Hansen, Right of Way Agent 317.781.9723 gina@rwssouth.com</p>

THIS DOES NOT CONSTITUTE A CONTRACT

PROJECT 231120-04-002; Franklin Westside Interceptor Sanitary Sewer PARCEL 23 COUNTY Johnson

8/8/2022 – I reached out to the owners of record and explained I am assisting the City of Franklin with the Franklin Westside Interceptor Sanitary Sewer improvement project. In conjunction with the project, an offer needs to be presented to purchase the permanent and temporary easements needed for the project. Mr. Hinesley confirmed ownership, which was consistent with the Title and Encumbrance Report provided as well as Johnson County records. A packet of information is being mailed for their review.

Subsequently, the offer and corresponding documents were mailed "Certified - Return Receipt Requested" on August 10, 2022 and received on August 12, 2022. Included within the packet were the following forms/documents: an introductory letter, the Statement of the Basis for Just Compensation, a copy of the Appraisal Report, the Uniform Property or Easement Acquisition Offer, the Sanitary Sewer Easement with Exhibits "A" and "B", the Temporary Sanitary Sewer Easement with Exhibits "A" and "B", the Accounts Payable Voucher, the Request for Taxpayer Identification Number and Certification (W-9 form), the Private Appraisal Letter, and a highlighted copy of the plan sheet. The forms/documents requiring signatures and notarization were indicated.

The introductory letter mailed explained that the City of Franklin, Indiana, is undertaking an improvement project, which purpose is to construct a sanitary sewer.

To accommodate the planned improvements, the City needs a partial acquisition of the subject property containing approximately 0.118 acres of permanent easement and 0.286 acres of temporary easement. The temporary easement is needed for working room and will revert to the owners upon completion of the project. The proposed areas were highlighted on the plan sheet provided.

The offer of \$10,900.00 includes \$550.00 for land improvements (lawn) acquired, \$5,350.00 for the permanent easement rights, and \$5,000.00 for temporary easement rights. The appraised value was arrived at using standard appraisal methods and practices authorized under law. As you read through the enclosures, please note that the Uniform Property or Easement Acquisition Offer letter, in accordance with I.C. 32 24 1 5, provides 30 days from its receipt to accept or reject the City's offer. The offer may be accepted or rejected now or at any time during this 30 day period. Please note that your legally protected rights and options under Indiana's eminent domain law are described within the Uniform Property or Easement Acquisition Offer.

As explained in the Private Appraisal Letter, Mr. and Mrs. Hinesley may submit an independent appraisal for review at their own expense should they disagree with the appraised value. They were encouraged to call after receipt and review of the offer packet with questions or to schedule an appointment to meet. My contact information was provided.

8/12/2022 (9:00 pm) – Subsequent to the receipt of the offer, Mr. Hinesley forwarded an email. He verbally accepted the offer; however, he had a question about the secondary water drainage solutions that the City and Wessler Engineering have been discussing with him. He inquired of how it will be handled.

8/15/2022 (3:20 pm) – I forwarded an email to Mr. Hinesley with a response from Brent Siebenthal (Wessler Engineering). Mr. Siebenthal stated they are in the process of preparing the R/W exhibits for the City. When complete, they will get them to the City to move the R/W donation forward. It will take them a couple 2 – 3 weeks to get everything together on their end, but he is not sure how long it will take on the City's end. I requested he let me know if that did not answer his question. I also offered notary assistance if needed. An appointment was later arranged for August 16th.

8/16/2022 (5:30 pm) – I met with Mr. and Mrs. Hinesley at the subject property. All pertinent forms were signed, and I provided notary assistance.

Upon completion of the updated Title and Encumbrance Report confirming ownership is unchanged and property taxes to be paid current, the Receipt of Conveyance Instrument was sent to Mr. and Mrs. Hinesley. The file was then submitted for payment processing.


Gina M. Hansen, Land Agent



127 East Michigan Street, Suite 300, Indianapolis, Indiana 46204
Phone 317.781.9723 • Fax 317.781.9727 • www.rwssouth.com

August 10, 2022

Matthew S. Hinesley
Kaitlan M. Hinesley
260 Branigin Road
Franklin, IN 46131

Re: Project: 231120-04-002;
Franklin Westside Interceptor Sanitary Sewer
Parcel: 23
County: Johnson

Dear Mr. and Mrs. Hinesley:

The City of Franklin, Indiana, is undertaking an improvement project, which purpose is to construct a sanitary sewer. I have been contracted as a subconsultant by Wessler Engineering, Inc., to provide buying services for this project. Wessler Engineering, Inc., is under direct contract with the City of Franklin, Indiana.

To accommodate the planned improvements, the City needs a partial acquisition of the subject property containing approximately 0.118 acres of permanent easement and 0.286 acres of temporary easement. The temporary easement is needed for working room and will revert to you upon completion of the project. The proposed areas are highlighted on the enclosed plan sheet; yellow denotes the permanent easement and pink delineates the temporary easement.

The offer of \$10,900.00 includes \$550.00 for land improvements (lawn) acquired, \$5,350.00 for the permanent easement rights, and \$5,000.00 for temporary easement rights. The appraised value was arrived at using standard appraisal methods and practices authorized under law. As you read through the enclosures, please note that the Uniform Property or Easement Acquisition Offer letter, in accordance with I.C. 32-24-1-5, provides 30 days from its receipt to accept or reject the City's offer. The offer may be accepted or rejected now or at any time during this 30 day period. Please note that your legally protected rights and options under Indiana's eminent domain law are described within the Uniform Property or Easement Acquisition Offer.

Please review the enclosed forms and documents, which are relative to the acquisition and consist of:

1. Statement of the Basis for Just Compensation;
2. Copy of the Appraisal;
3. Uniform Property or Easement Acquisition Offer;
4. Sanitary Sewer Easement with Exhibits "A" and "B";
5. Temporary Sanitary Sewer Easement with Exhibits "A" and "B";
6. Accounts Payable Voucher;
7. Request for Taxpayer Identification Number and Certification (W-9 form);
8. "Owner's Private Appraisal letter";
9. Highlighted copy of the plan sheet.

Should the City's offer be acceptable, several documents will require signatures. These are as follows:

1. Page 4 of the Uniform Property or Easement Acquisition Offer (must be notarized);
2. Sanitary Sewer Easement with Exhibits "A" and "B" (must be notarized);
3. Temporary Sanitary Sewer Easement with Exhibits "A" and "B";
4. Accounts Payable Voucher;
5. Request for Taxpayer Identification Number and Certification (W-9 form).

I will need the originals returned and, for your convenience, I have enclosed a self-addressed, stamped envelope. After receiving the executed documents, I will promptly mail to you the "Receipt of Conveyance Instrument", which will serve as legal notice of the City's intent to pay you for the needed acquisition. Typically, the City will make payment within 90 days after receiving the parcel file from the consultant. Indiana Law dictates that possession of the property will be required thirty (30) days after payment in full.

However, should the offer be unacceptable, you may submit your own appraisal for consideration by the City. If you decide to obtain your own appraisal, you do so at your own expense and submitting an appraisal does not guarantee any change will be made in the offer. I am available should you desire to meet or have questions. Please contact me at your earliest convenience at 317.781.9723 or via email at gina@rwssouth.com.

Thank you for your immediate attention to this matter and for assisting the City of Franklin, Indiana, in providing a modern infrastructure.

Most sincerely,

RWS South, Inc.

A handwritten signature in black ink, appearing to read "Gina M. Hansen". The signature is fluid and cursive, with a large initial "G" and "H".

Gina M. Hansen
Land Agent

Enclosures



127 East Michigan Street, Suite 300, Indianapolis, Indiana 46204
Phone 317.781.9723 • Fax 317.781.9727 • www.rwssouth.com

August 18, 2022

Matthew S. Hinesley
Kaitlan M. Hinesley
260 Branigin Road
Franklin, IN 46131

Re: Project: 231120-04-002;
Franklin Westside Interceptor Sanitary Sewer
Parcel: 23
County: Johnson

Dear Mr. and Mrs. Hinesley:

Thank you for meeting with me and your prompt attention given this matter. Enclosed is a copy of the Buyer's Report along with the Receipt of Conveyance Instrument for your records. Hopefully, all pertinent issues have been included. If I have neglected to include any issues or if you have any additional, please let me know.

These are for your records and do not need returned.

Should you have questions in the future, please contact me at 317.781.9723 or via email at gina@rwssouth.com.

Thank you for assisting the City of Franklin, Indiana, with this improvement project.

Most sincerely,

RWS South, Inc.

Gina M. Hansen

Enclosures

To Matthew S. Hinesley
Kaitlan M. Hinesley
260 Branigin Road
Franklin, IN 46131

Date: August 10, 2022

PROJECT: 231120-04-002
Franklin Westside Interceptor Sanitary Sewer

PARCEL: 23

COUNTY: Franklin

Dear Mr. and Mrs. Hinesley:

It is the policy of the the City of Franklin, Indiana, its successors, and assigns, to accept for review any evidence of value submitted by the property owner for the purpose of determining fair market value. Any costs incurred from obtaining such evidence, however, is the responsibility of the owner. Acceptable forms of evidence of value include, but are not limited to, appraisals, comparable sales, and cost estimates.

Evidence of value must be supported by factual data and items of damage must be fully documented. Submitted evidence based on these facts is acceptable for review.

Sincerely,



(Signature)

Gina M. Hansen, Land Agent

RWS South, Inc.

127 E. Michigan Street, Suite 300

Indianapolis, IN 46204

Phone: 877.781.9723 (toll-free)

Email: gina@rwssouth.com

Agent of: the City of Franklin, Indiana, its successors, and assigns



E EROSION CONTROL BLANKET

F_S SILT FENCE OR FIBER FILTRATION TUBE

INLET PROTECTION



VALUE FINDING APPRAISAL REPORT

Date: July 28, 2022

PROJECT NO. 231120-04-002
COUNTY: Johnson
CODE: N/A
PROJECT: FRANKLIN WESTSIDE
INTERCEPTOR SEWER
PARCEL: 23

Prepared For:
RWS South, Inc. as agents for the
City of Franklin, IN

PREPARED BY:
LONNIE MILLER
IN CERTIFIED GENERAL APPRAISER
CG40200140
(317) 435-1441

&

GLENN DICKERSON
IN CERTIFIED GENERAL APPRAISER
CG41100015

**CITY OF FRANKLIN
-APPRAISAL REPORT-**

04/08

☒ **Value Finding**

☐ Short Form

☐ Long Form

Code N/A

☒ **Partial Acquisition**

☐ Total Acquisition

Page 2 of 50

Type of Property Residential Improved

Des # N/A

Indicate: (Residential, Commercial, Bare land, Farm, Special, Industrial)

Location 260 Branigin Rd., Franklin, Indiana 46131

Parcel 23

Owner Matthew S. Hinesley & Kaitlan M. Hinesley

Phone 812.240.9393

Road N/A

Address 260 Branigin Rd., Franklin, Indiana 46131

County Johnson

☐ Tenant ☐ Contract Buyer N/A

Phone N/A

Address N/A

Land Areas: Before: 5.000 Acres

After: 5.000 Acres

Acquisition N/A

Temp. R/W 0.286 Acres

Perm. Easmt. 0.118 Acres

PER N/A

Access Rights N/A

CERTIFICATION OF APPRAISER

I certify that, to the best of my knowledge and belief:

- That I have made a personal observation of the property that is the subject in making said appraisal. The property being appraised and the comparable sales were as represented or referenced within the appraisal.
- That the statements of fact contained in the report are true and correct.
- That such appraisal has been made in conformity with appropriate laws, regulations, policies and procedures applicable to the appraisal of property for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of such items which are noncompensable under appropriate established law.
- That this appraisal assignment may have called for less than would otherwise be required by the specific guidelines of the Uniform Standards of Professional Appraisal Practices (USPAP), but is not so limited in scope that it may tend to mislead the users of the report, or the public.
- That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- That my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- That neither my employment nor my compensation for completing this assignment is contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which said property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.
- That the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- That I have no direct or indirect present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved; or in any benefit from the acquisition of such property appraised.
- That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Acquiring Agency and I will not do so until authorized by said officials or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
- That I have not given consideration, or included in my appraisal, any allowance for relocation assistance benefits.
- That no one provided significant real property appraisal assistance to the person signing this report with the exception of those signing below.
- I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. See page 8 sales/history section.

That my opinion of fair market value for the property to be acquired and residue damages, if any, as of the 16th day of July, 2022, which is the effective date of this appraisal is \$ 10,900.00 based upon my independent appraisal and the exercise of my professional judgment.

SUMMARY

BEFORE VALUE	\$	<u>320,000</u>
-Land only-		
AFTER VALUE	\$	<u>309,100</u>
-Land only-		
Land Taken	\$	<u>N/A</u>
Land Improvements	\$	<u>550</u>
Permanent Easement	\$	<u>5,350</u>
Cost-to-Cure	\$	<u>N/A</u>
Damages to Residue	\$	<u>N/A</u>
Temporary R/W	\$	<u>5,000</u>
TOTAL DUE OWNER	\$	<u>10,900</u>

PRIMARY APPRAISER

Signature

Named Typed Glenn Dickerson

Appraisal License Indiana Certified General Appraiser

Number CG41100015

Date: July 28, 2022

ASSISTED BY

Signature

Named Typed Lonnie D. Miller

Appraisal License Indiana Certified General Appraiser

Number CG40200140

Date: July 28, 2022

IDENTIFICATION OF PARCEL & APPRAISAL PROBLEM:

The subject is comprised of a single tract located on the north side of Branigin Road, just west of U.S. Highway 31, in Franklin Township, Johnson County, Indiana. The tract is identified as Johnson County parcel number 41-08-03-023-034.000-009. The Johnson County Assessor's data shows the subject site to contain 5.000 acres, none of which is pre-existing r/w (PER). The tract is under the jurisdiction of the City of Franklin Plan Commission and is shown in the MXC (Mixed-Use Commercial) zoning district. The subject is improved with a single-family dwelling, outbuildings, and supporting site improvements. Below is an aerial photo showing the subject, obtained from the Johnson County GIS mapping website.



Subject 5.000-acre site outlined in aqua blue.

The appraisal problem is considered non-complex. The acquisition includes one permanent easement and one temporary easement. The permanent easement contains 0.118 acres located at the southwest corner of the site, along its frontage with Branigin Rd. The temporary easement contains 0.286 acres which abuts the north and east ends of the permanent easement at the southwest end of the tract. Site improvements located within the affected areas include seeded lawn. The affected lawn within the permanent easement will be acquired and compensated at its estimated contributory value to the parcel. The affected lawn within the temporary easement will be restored with like kind or better materials as part the project and is thus non-compensable.

A value opinion for the subject tract will be shown based on development potential by highest and best use. The development of the appraisal will include the sales approach to value with the cost approach for site improvements where applicable. The income approach is not considered to be relevant for this acquisition and is therefore not developed in this appraisal.

The Fifth Amendment of the Constitution of the United States guarantees that no person shall be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation. It is the objective of this report to comply with all applicable laws and regulations in the appraising of real property for the proposed acquisition.

PURPOSE OF APPRAISAL:

The purpose of this restricted appraisal is to estimate the fair market value of the subject property under its prevailing conditions as of July 16, 2022. The report is prepared for the purposes stated by the client, identified real property under this assignment.

1. **DEFINITION OF FAIR MARKET VALUE** (A current definition of Market Value as cited in USPAP Advisory Opinion 22 (AO-22) (published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), and the Office of Comptroller of the Currency (OCC).

"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."

- 1) Buyer and seller are typically motivated.
- 2) Both parties are well informed or well advised and acting in what they consider their own best interests.
- 3) A reasonable time is allowed for exposure in the open market.
- 4) Payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and
- 5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Valuation techniques and methods for eminent domain appraising are unique with a variety of problems to solve for the appraiser. The report is prepared related to eminent domain purposes and will generally follow the eminent domain protocol for appraising format and techniques. Additionally, some items such as existing r/w and award calculations will be followed based on eminent domain techniques. The appraisal techniques and methods are intended to meet or exceed the Uniform Standards of Professional Appraisal Practice (USPAP).

SCOPE OF APPRAISAL:

The Scope of Work rule states; For each appraisal, appraisal review and appraisal consulting assignment, an appraiser must:

- 1) Identify the problem to be solved.
- 2) Determine and perform the scope of work necessary to develop credible assignment results.
- 3) Disclose the scope of work in the report.

Valuation techniques and methods for eminent domain appraising are unique with a variety of problems to solve for the appraisers. The project is 100% locally funded and a narrative type report will be shown. The appraisers have also followed the following guidelines. These items are summarized below.

The appraiser has where applicable;

- 1) Given the property owner or the owner's designated representative the opportunity to accompany the appraisers on the inspection of the property. (No owner contact for restricted or Waiver type reports required.)
- 2) Performed an inspection of the subject property. The Scope of Work addresses: a) The extent of the inspection and description of the neighborhood and proposed project area, b) The extent of the subject property inspection, including interior and exterior areas, c) The level of detail of the description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, the remaining property.)
- 3) Included a sketch or plan sheet of the property and provided the location and dimensions of any improvements. Photographs of the subject property and location maps are provided within the report.
- 4) Include items required by the acquiring agency, usually including the following: The property right(s) to be acquired, fee simple, easement, etc., the value being appraised and the definition.
- 5) Appraised the property as if free and clear of contamination (or as specified).

- 6) Provided the date of the appraisal report and the date of valuation.
- 7) Identified realty/personal property.
- 8) Reported known and observed encumbrances, if any.
- 9) Examined title information, zoning, present use, and at least a 5-year sales history of the property.
- 10) Identify the highest and best use.
- 11) Presented and analyzed relevant market information. This includes research, analysis, and verification of sales.

In completing the process of developing the appraisal, the appraisers have utilized various real estate services, government data and verification sources as applicable. These may include, City-Data.com, IRED, GIS sites, STATS, USDA and census data. The appraisers may have relied upon information supplied by the owner or others and is believed to be correct. Information is verified when possible. The appraisal techniques and methods are intended to meet or exceed the Uniform Standards of Professional Appraisal Practice. The scope of the assignment does not include a value opinion for the buildings.

PROPERTY RIGHTS APPRAISED:

Definition of Fee Simple: A Fee Simple Estate as Defined by "The Dictionary of Real Estate Appraisal" 6th Edition, published by the Appraisal Institute, is:

"Absolute ownership unencumbered by any other interest or estate; subject only to limitations imposed by the government power of taxation, eminent domain, police powers, and escheat."

Temporary Easement: rights granted for a specific period of time and once it expires, the rights granted return to the property owner.

HIGHEST & BEST USE:

Defined as: "That use of land which is lawful, practicable and proximate, which will produce the greatest return to land after satisfying all requirements of any improvements which must necessarily be placed on the land in order to bring it into the use. Legal restrictions such as zoning or deed restrictions are recognized to the degree that they would affect value to a prospective buyer in contemplation of any attempt to change or defeat the restrictions."

EXTRAORDINARY ASSUMPTIONS & HYPOTHETICAL CONDITIONS:

USPAP requires that all extraordinary assumptions and hypothetical conditions be stated and that their use may have affected the assignment results. An extraordinary assumption is an assumption directly related to a specific assignment, which if false, could alter the appraiser's opinion or conclusion of value. An extraordinary assumption presumes as fact uncertain information about physical, legal or economic characteristics of the subject; or conditions external to the property; or about the integrity of the data used in the analysis. All extraordinary assumption will be identified within this report where applicable. 1) *The easement language is based on a similar easement project.*

A hypothetical condition is something contrary to what exists but is supposed for the purpose of analysis. This may include physical, legal or economic characteristics of the subject; or conditions external to the subject, such as market conditions; or regarding the integrity of the data used in the analysis. All hypothetical conditions will be identified within this report where applicable. 1) The residue area is based on the project being completed.

LARGER PARCEL:

The Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) defines the larger parcel as that tract, or those tracts, of land, which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraisers in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. The larger parcel by condition of the report is 5.000 acres per assessor information.

DEFINITION OF APPRAISAL:

The act or process of developing an opinion of value. (USPAP 2020-2021)

INTENDED USE OF THE REPORT:

This appraisal report was prepared to assist in the acquisition of real property for the project as listed under the project scope this report. *This appraisal is to estimate the fair market value of the property, as of the specified date of valuation, for the proposed acquisition of the property rights specified. (i.e., fee simple, etc.) Any other use of this report is unauthorized and cannot be relied upon. (*2018 INDOT Appraisal Manual) The report is prepared as part of the acquisition phase for the Franklin Westside Interceptor Sewer project.

INTENDED USER:

The intended user of this appraisal report is the City of Franklin and RWS South for the city. However, it's funding partners or court related assigns as designated may review the appraisal as part of their program and oversight activities where applicable. This appraisal report should not be used for any other purpose other than listed above. In compliance with Indiana Code (IC) 32-24-1-3, a copy of this appraisal report may be provided to the owner of the property. It is noted that the owner is not an intended user of the appraisal report.

CLIENT:

The client is considered the party or parties who have engaged the appraiser for a specific assignment. The appraiser has been contracted to complete this assignment by RWS South, Inc. who is a sub consultant to Wessler Engineering, who is a prime consultant to the City of Franklin. The Uniform Standards of Professional Appraisal Practice (USPAP) allows the client to engage directly or communicate through an agent. In this case Franklin has contracted with Wessler Engineering, who has contracted with RWS South, Inc. who has contracted with eValuations, LLC for appraisal services. The City of Franklin is considered the client for this assignment.

TYPE OF REPORT:

USPAP STANDARDS RULE 2-2 shows each real property appraisal report must be prepared under one of the following two options and state which option is used: Appraisal Report or Restricted Appraisal Report. The appraisers have prepared an Appraisal Report as shown in Standard Rule 2. The appraisal report is considered to provide sufficient data and information to meet the requirements shown in Standard Rule 1, Real Property Appraisal Development.

JURISDICTIONAL EXCEPTION RULE:

If any part of USPAP is contrary to the law or public policy of any jurisdiction, only that part shall be void and of no force or effect in that jurisdiction.

*The purpose of the Jurisdictional Exception Rule is strictly limited to providing a saving or severability clause intended to preserve the balance of USPAP if one or more of its parts are determined to be contrary to law or public policy of a jurisdiction. By logical extension, there can be no violation of USPAP by an appraiser disregarding, with proper disclosure, only the part or parts of USPAP that are void and of no force and effect in a particular assignment by operation of legal authority. It is misleading for an appraiser to disregard a part or parts of USPAP as void and of no force and effect in a particular assignment without identifying in the appraiser's report the part or parts disregarded and the legal authority justifying this action. (*USPAP 2020-2021)

USPAP states that in an assignment involving jurisdictional exception, an appraiser must:

- 1) Identify the law or regulation that precludes compliance with USPAP;
- 2) Comply with that law or regulation;
- 3) Clearly and conspicuously disclose in the report the part of USPAP that is voided by that law or regulation;
- 4) Cite in the report the law or regulation requiring this exception to USPAP compliance.

ESTIMATED EXPOSURE TIME AND ESTIMATED MARKETING TIME:

Under USPAP requirements, an exposure time for the property if it were to be put on the market for sale is to be estimated. Exposure time is the time it would have taken to market the subject property if it were being purchased as of the date of value. Marketing time is the estimate of how long it would take to sell the subject property if it were to be put on the market for sale. In regard to current marketing conditions for the subject property, a brief study of marketing time for vacant land in the Johnson County area has been made.

This type of property does require a specialist in real estate brokerage. The estimated marketing time for the subject would be 3 to 6 months if it were to be put on the market for sale with an active marketing program. This is the case considering the subject list time and pending sale time. The marketing time for agricultural and industrial land is typically an extended time period and is marketed to specialty buyers.

With regard to exposure time, that is the time it would have taken to find a buyer if the subject were to be sold as of the date of value. I believe that marketing time and exposure time in the case of the subject would be the same; 3 to 6 months.

ENCUMBRANCE:

"Encumbrance: An interest or right in real property that may decrease or increase the value of the fee estate but does not prevent its conveyance by the owner. An encumbrance effects a permanent reduction in an owner's property rights, while a lien represents a claim against the owner's property rights which may or may not become permanent. Mortgages, taxes, and judgments are liens; ***restrictions, easements, and reservations are encumbrances.***" The Dictionary of Real Estate Appraisal; 6th Edition.

- "Easement: An interest in real property that conveys use, but not ownership, of a portion of an owner's property. Access or right-of-way easements may be acquired by private parties or public utilities. Governments dedicate conservation, open space, and preservation easements. The Dictionary of Real Estate Appraisal; 6th Edition,

PERSONAL PROPERTY:

Personal Property: Unless otherwise stated in this appraisal report: the following items are deemed to be personal property as follows: All appliances and mechanical devices that are not permanently attached to the buildings or easily removed from the property are believe and considered to be personal property and are not included in this appraisal. Items that are considered personal property include, but are not limited to, such as: lawn mowers, free standing decorative planters, washers, dryers, furniture, boats, vehicles, equipment that the property owner may use in a business or in the maintenance of the property, and et cetera.

Real Property: All interests, benefits, and rights inherent in the ownership of physical real estate; the bundle of rights with which the ownership of the real estate is endowed. In some states, real property is defined by statute and is synonymous with real estate. Unless otherwise stated in this appraisal report: the following items are deemed to be realty: Buildings and structures that are attached to the land, all appliances and mechanical devices permanently attached to the buildings and structures are considered realty. In accordance with the norms of the local market, kitchen appliances such as stoves, refrigerators, dishwashers, garbage disposals, trash compactors, microwave ovens, and fireplace inserts, gas logs, wood burning stoves, window treatments, water softener, furnace, hot water heater, electric and water baseboard heat, boilers, radiators, central air conditioners, window air conditioners units, ceiling fans, thermostat, hot tubs, Jacuzzi tubs, tennis courts, playground, decks, above ground swimming pools, fence, antennas and et cetera run with the real estate and are believed and considered to be part of said real property.

SALES & LISTING HISTORY:

Typical requirements for land acquisition appraisal process require a five-year sales history reporting. The Johnson County Assessor's data shows that the subject transferred to the current owners April 23, 2021, per Instrument No. 2021-012644. The Grantors were Merritt Wayne Harmon and Norma Jean Harmon. The consideration was reported to be \$280,000. No other transfers in the past five years were found. The appraisers have no current or prospective interest in subject property or parties involved. The appraisers have not provided any professional services to the subject property in the three years prior to the acceptance of this assignment. No prior listings found within the past 12-month period per local listing data.

IDENTIFICATION OF THE PROJECT:

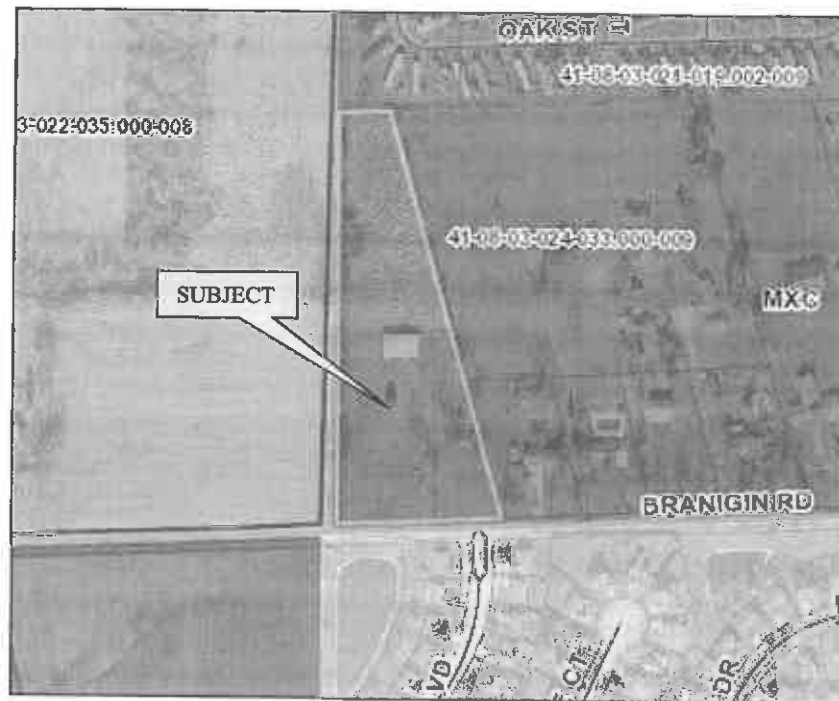
The project is known as the Westside Regional Interceptor Project and Lift Station. The project is detailed within the plan sheets with the intended user being the City of Franklin, Department of Public Works.

LEGAL DESCRIPTION:

Please see the legal descriptions within the back portion of this report for the most recent transfer deed and accompanying legal descriptions for the subject property.

ZONING/LAND USE CONTROLS & DEED RESTRICTIONS:

The subject is under the Jurisdiction of the City of Franklin Plan Commission and is currently zoned "MXC" - Mixed-Use: Community Center. The minimum lot size for this district is 10,000 square feet. The maximum site size is 10 acres. The minimum lot width is 80 feet. The subject property appears to be a legal, non-conforming use, but that is not warranted. No deed restrictions were noted with subject property.



Zoning Map

ENVIRONMENTAL STATEMENT:

No environmental assessment or soil investigation of the subject site has been provided. We are not experts in environmental matters. Competent persons should conduct an environmental hazard study if so desired. In the event that such a study would reveal environmental hazards, we reserve the right to amend this report accordingly. The site is valued as if clean. It is unknown if the subject tract is considered clear of contamination. An extraordinary assumption will be used with the site being considered "free and clear" of contamination.

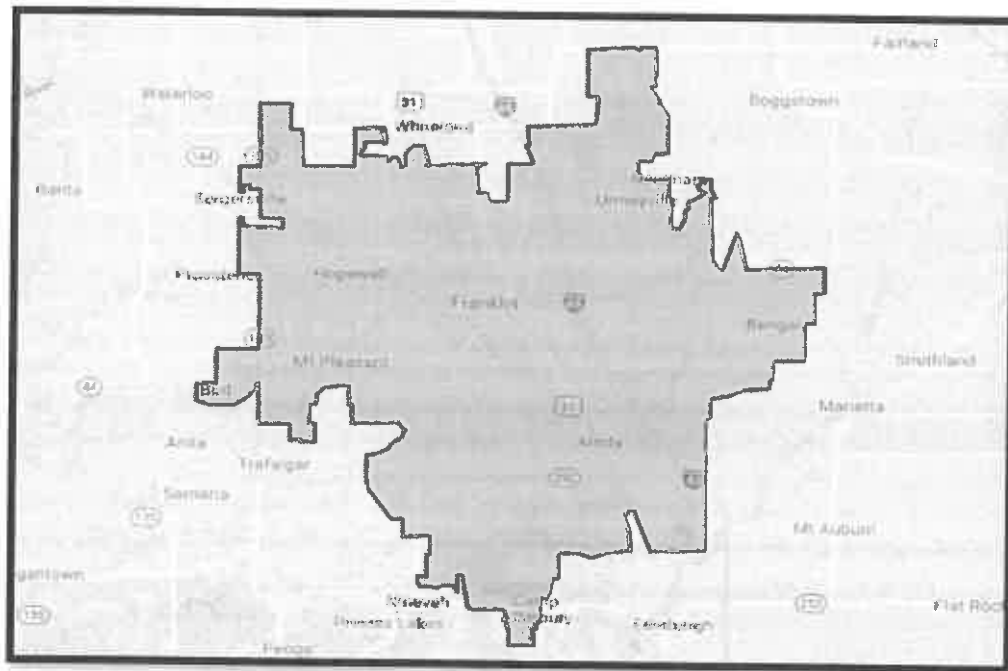
REAL ESTATE ASSESSMENTS:

The subject property is identified by the county assessor by parcel no. 41-08-03-023-034.000-009. The assessor reports a total site area for the subject parcel as 5.000 gross acres. The 2022 assessments are shown as follows: L-\$62,100, B - \$165,300, T = \$227,400. The full Beacon assessor tax record card can be found attached to this report.

Neighborhood & Market Data:

The term "neighborhood" is generally defined as a portion of a larger community or an entire community in which there is a homogenous grouping of inhabitants, buildings or business enterprises. Neighborhood boundaries may consist of well-defined natural or man-made barriers, or they may be more or less well defined by distinct changes in land use. Consequently, a specific definition of a neighborhood is a grouping of complementary land uses affected by similar operation of the forces that affect property value. A neighborhood may also designate an area comprised solely of commercial or industrial properties although the term district is often used for these properties. The subject property market segment is considered Johnson County and generally the Franklin or 46131 area. The data will be presented with housing, demographics and employment shown first followed by real estate data and a summary section.

The project area for the subject property is located in Franklin Township, Johnson County, Indiana. Johnson County is located in the south-central part of Indiana with the county seat being Franklin, IN. This area of the Franklin Westside Interceptor project is specifically located in the east-central part of Johnson County, Indiana. The westside area of Franklin along SR 44 east of I-65 appears to be expanding from agricultural use to residential uses. The area west of I-65 is undergoing major economic growth with the new Gateway Project involving new commercial and lodging properties. Johnson County shows a population of approximately 154,000 while the Franklin (46131) area shows an approximate population of 31,800.



Johnson County is made up of eight townships with each township having a trustee who oversees safety and other services to the township. The trustee is assisted by a three member township board. The county government is a constitutional body made up of an elected county council and board of commissioners. The county also has an elected sheriff, coroner, auditor, treasurer, recorder, surveyor and circuit court clerk. Each elected member serves a four year term.

Population Stats:

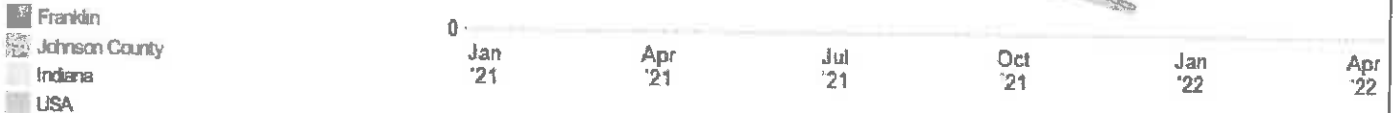
	46131	Johnson County	Indiana	USA
Population	31.8K	154K	6.67M	325M
Population Density per Sq Mi	267	480	186	-
Population Change since 2010	+11.1%	+14.9%	+5.6%	+8.2%
Median Age	38	38	38	38
Male / Female Ratio	49%	49%	49%	49%

Employment/Economic Stats:

	46131	Johnson County	Indiana	USA
Income Per Capita	\$30,203	\$34,408	\$29,777	\$34,103
Median Household Income	\$65,095	\$72,440	\$56,303	\$62,843
Unemployment Rate		0.9%	2.7%	3.8%
Unemployment Number		769	89.1K	
Employment Number			3.26M	
Labor Force Number			3.35M	

Unemployment Rate

This chart shows the unemployment trend in the area of your search. The unemployment rate is an important driver behind the housing market.
Data Source: Bureau of Labor Statistics
Update Frequency: Monthly



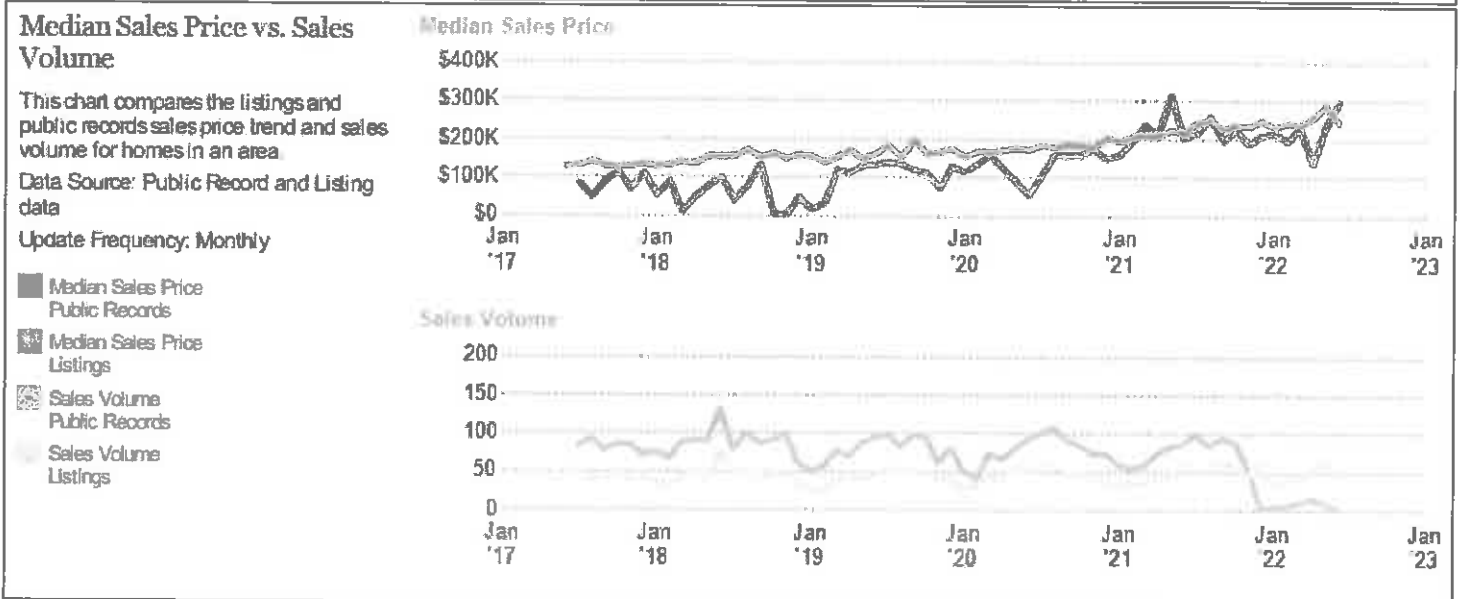
Occupational Categories

This chart shows categories of employment within an area.
Data Source: U.S. Census
Update Frequency: Annually



Housing Stats:

	46131	Johnson County	Indiana	USA
Median Estimated Home Value	\$218K	\$256K	\$222K	\$335K
Estimated Home Value 12-Month Change	+16.1%	+14.9%	+12%	+24.9%
Median List Price	\$415K	\$399K	\$266K	
List Price 1-Month Change	+6%	+2%	+6.4%	-
List Price 12-Month Change	+107.7%	+23.2%	+18.3%	-
Median Home Age	43	35	54	42
Own	72%	73%	69%	64%
Rent	28%	27%	31%	36%
\$ Value of All Buildings for which Permits Were Issued	-	\$315M	\$5.87B	\$307B
% Change in Permits for All Buildings	-	+22%	+17%	+13%
% Change in \$ Value for All Buildings	-	+30%	+18%	+10%



Source: RPR REALTORS PROPERTY RESOURCE

Local Market Update for June 2022

A RESEARCH TOOL PROVIDED BY THE INDIANA ASSOCIATION OF REALTORS®

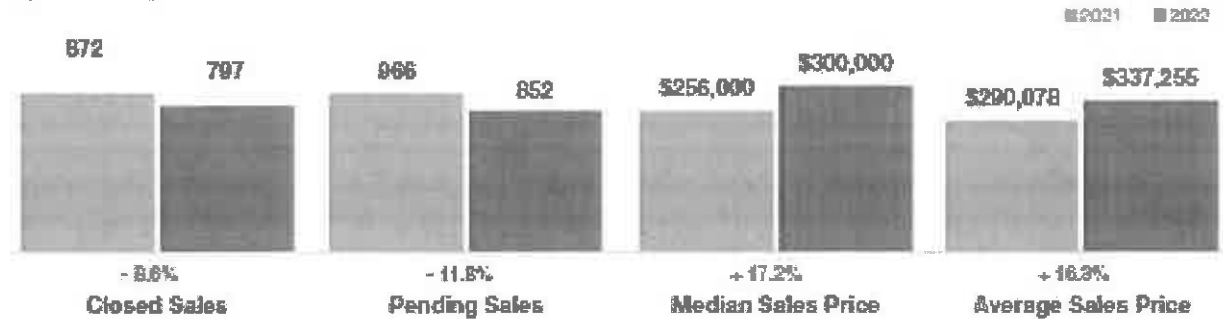


Johnson County

Key Metrics	April through June			July through June		
	2021	2022	Percent Change	Thru 6-2021	Thru 6-2022	Percent Change
New Listings	1,013	969	- 4.3%	9,245	9,292	+ 0.5%
Closed Sales	872	797	- 8.6%	9,225	8,635	- 6.4%
Median Sales Price	\$256,000	\$300,000	+ 17.2%	\$238,679	\$285,000	+ 19.3%
Percent of Original List Price Received*	101.9%	101.9%	0.0%	99.8%	101.1%	+ 1.3%

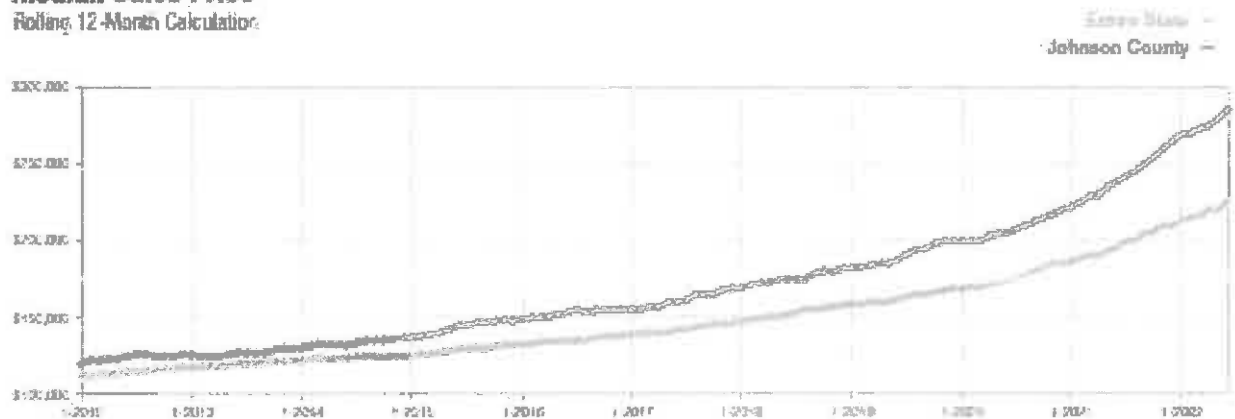
*Does not account for concessions from any previous listing contracts. †Accuracy for one month can sometimes look extreme due to small sample size.

April through June



Median Sales Price

Rolling 12-Month Calculation



*Rolling 12-month calculation represents the average price of the 12 months prior to a given date point. If no sales occurred during a month, the line segment is the first available sales price.

Quality of Life:

Quality of Life in 46131				
	46131	Johnson County	Indiana	USA
Elevation (in feet)	765	763	—	—
Annual Rainfall (in inches)	45	44.68	40.1	—
Annual Snowfall (in inches)	18.05	18.06	24.47	—
Days of Full Sun (per year)	83	83	82	—
Travel Time to Work (in minutes)	27	27	24	27
Water Quality - Health Violations	—	—	—	—
Water Quality - Monitoring and Report Violations	—	—	—	—
Superfund Sites	0	0	67	2,417
Brownfield Sites	Yes	Yes	Yes	Yes

Purdue Agricultural Economics Report (PAER):

Table 1: Average estimated Indiana land value per acre (tillable, bare land), per bushel of corn yield, and percentage change by geographic area and land class, selected time periods, Purdue Land Value Survey, June 2021¹

Area	Land Class	Corn bu/A	Land Value						Land Value/Bu			Projected Land Value	
			Dollars per Acre			% Change			% Change			% Change	
			June 2020	Dec 2020	June 2021	6/20-6/21	6/20-12/20	12/20-6/21	Amount 2020	Amount 2021	6/20-6/21	Dec 2021	6/21-12/21
			\$/A	\$/A	\$/A	%	%	%	\$	\$	%	\$	%
North	Top	214	8,478	8,295	9,073	7.0%	-2.2%	9.4%	40.76	42.40	4.0%	9,636	6.2%
	Average	178	6,731	6,618	7,205	7.0%	-1.7%	8.9%	37.60	40.47	7.6%	7,709	7.0%
	Poor	146	4,914	5,018	5,559	13.1%	2.1%	10.8%	32.76	38.08	16.2%	6,068	9.2%
Northeast	Top	205	8,626	8,644	9,481	9.9%	0.2%	9.7%	42.92	46.25	7.8%	9,717	2.5%
	Average	178	7,586	7,464	8,083	6.6%	-1.6%	8.3%	43.1	45.41	5.4%	8,281	2.4%
	Poor	152	6,421	6,311	6,764	5.3%	-1.7%	7.2%	42.24	44.50	5.3%	6,908	2.1%
W. Central	Top	217	9,308	10,061	10,970	17.9%	8.1%	9.0%	42.89	50.56	17.9%	11,220	2.3%
	Average	193	8,121	8,659	9,382	15.5%	6.6%	8.3%	42.97	48.61	13.1%	9,627	2.6%
	Poor	165	6,707	7,167	7,849	17.0%	6.9%	9.5%	41.14	47.57	15.6%	7,995	1.9%
Central	Top	212	8,809	9,377	10,195	15.7%	6.5%	8.7%	41.75	48.09	15.2%	10,743	5.4%
	Average	186	7,606	8,198	8,895	17.0%	7.8%	8.5%	41.34	47.83	15.7%	9,007	1.3%
	Poor	160	6,213	6,857	7,414	19.3%	10.4%	8.1%	39.57	46.34	17.1%	7,738	4.4%
Southwest	Top	219	9,150	11,104	11,696	27.8%	21.4%	5.3%	43.36	53.41	23.2%	12,217	4.5%
	Average	180	7,110	8,096	8,546	20.2%	13.9%	5.6%	39.72	47.48	19.5%	9,125	6.8%
	Poor	145	4,967	5,554	5,965	20.1%	11.8%	7.4%	33.56	41.14	22.6%	6,596	10.6%
Southeast	Top	198	6,069	6,454	6,675	10.0%	6.3%	3.4%	32.28	33.71	4.4%	6,845	2.6%
	Average	167	4,884	4,888	5,025	2.9%	0.1%	2.8%	30.15	30.09	-0.2%	5,382	7.1%
	Poor	133	3,653	3,650	3,675	0.6%	-0.1%	0.7%	27.67	27.63	-0.1%	3,986	8.5%
Indiana	Top	212	8,579	9,061	9,785	14.1%	5.6%	8.0%	41.44	46.16	11.4%	10,165	3.9%
	Average	182	7,236	7,570	8,144	12.5%	4.6%	7.6%	40.2	44.75	11.3%	8,461	3.9%
	Poor	153	5,746	5,978	6,441	12.1%	4.0%	7.8%	37.8	42.10	11.4%	6,715	4.2%
	Transition ²	XXX	15,127	16,131	17,759	17.4%	6.6%	10.1%				18,345	3.3%
	Recreation ³	XXX	3,876	5,228	7,486	93.1%	34.9%	43.2%				5,753	-23.2%

The Purdue report is a general look at land values over several regions of the state. The project is positioned within the central part of the survey provided within the table. As with most areas agricultural land values are increasing. The central portion within the survey shows the top land class with a June 2020 to June 2021 (+15.7%) change, average land class with at (+17.0%) change and a poor land class with a (+19.3%) change.

Note: Johnson Co. is positioned within the central region.

Commercial Trends:

Overview

Far South Johnson Cty Retail

12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	12 Mo Rent Growth
0	47K	2.0%	7.9%

Vacancies for retail properties in Far South Johnson Cty were under the five-year average during the third quarter, and they compressed in the past year. The rate also comes in below the region's average. Meanwhile, rents have surged in the past 12 months, growing by 7.9% year over year.

As for the pipeline, development has been relatively

steady over the past few years in Far South Johnson Cty, and that trend has continued in the third quarter.

Retail properties trade with regularity in Far South Johnson Cty, and this past year proved no different, as investors remained just as engaged in the submarket. Relative to Indianapolis, market pricing sits at \$154/SF, which is right in line with the region's average pricing.

KEY INDICATORS

Current Quarter	RSA	Vacancy Rate	Market Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Malls	0	-	-	-	0	0	0
Power Center	372,328	0.7%	\$13.85	1.3%	(2,688)	0	0
Neighborhood Center	540,449	3.0%	\$10.51	1.7%	0	0	0
Strip Center	287,984	4.0%	\$14.85	4.0%	0	0	0
General Retail	2,040,703	1.8%	\$15.44	2.4%	0	0	5,800
Other	0	-	-	-	0	0	0
Submarket	3,241,464	2.0%	\$15.84	2.3%	(2,688)	0	5,800
Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	-1.5%	5.3%	1.9%	11.7%	2007 Q1	1.8%	2022 Q1
Net Absorption SF	47K	53,580	22,864	303,440	2008 Q3	(37,576)	2018 Q4
Deliveries SF	0	45,512	23,494	226,717	2017 Q4	0	2022 Q2
Rent Growth	7.9%	1.3%	2.2%	6.5%	2022 Q2	-3.3%	2008 Q3
Sales Volume	\$11.9M	\$8.4M	N/A	\$24.2M	2019 Q1	\$0	2010 Q1

Capital Markets Overview

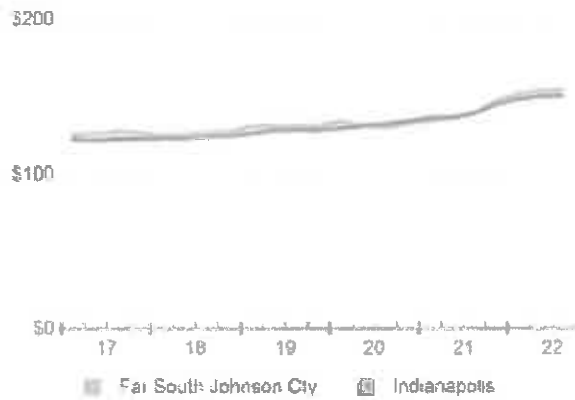
Far South Johnson Cty Retail

Asset Value	12 Mo Sales Volume			Market Cap Rate	Mkt Sale Price/SF Chg (YOY)			
\$501.7M	\$11.9M			7.8%	12.5%			
12 MO SALES VOLUME	Total	Lowest	Highest	12 MO SALES PRICE	Average	Lowest	Highest	Market
Transactions	30	-	-	Cap Rate	5.4%	4.0%	7.0%	7.8%
Sales Volume	\$11.9M	\$267.5K	\$2.1M	Sale Price/SF	\$149	\$18	\$468	\$154
Properties Sold	27	-	-	Sale Price	\$851.6K	\$267.5K	\$2.1M	-
Transacted SF	144.5K	1K	16.8K	Sale vs Asking Price	0.8%	0%	3.1%	-
Average SF	4.8K	1K	16.8K	% Leased at Sale	92.0%	2.0%	100%	-

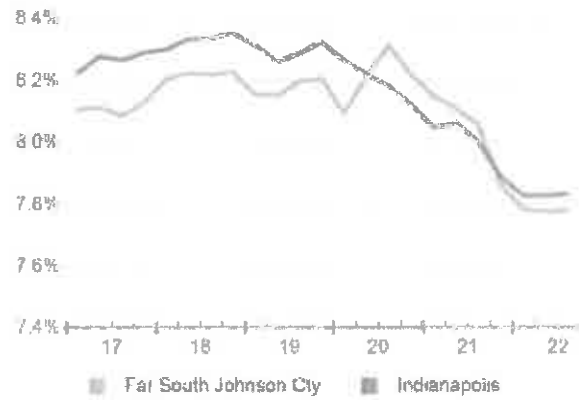
Market Pricing

Far South Johnson City Retail

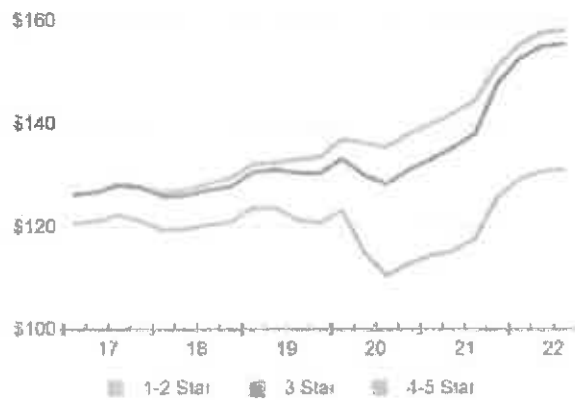
MARKET SALE PRICE PER SF



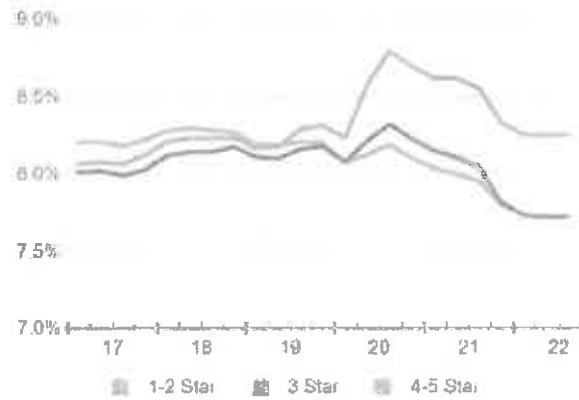
MARKET CAP RATE



MARKET SALE PRICE PER SF BY STAR RATING



MARKET CAP RATE BY STAR RATING



Rent & Vacancy

Far South Johnson Cty Retail

OVERALL RENT & VACANCY

Year	Market Rent				Vacancy		
	Per SF	Index	% Growth	Vs Hist Peak	SF	Percent	Ppts Chg
2026	\$17.14	138	-3.4%	13.2%	68,843	2.1%	0.1%
2025	\$17.20	138	0.2%	13.6%	65,023	2.0%	0.1%
2024	\$17.10	136	1.5%	13.4%	62,560	1.9%	0%
2023	\$16.92	136	4.2%	11.7%	62,345	1.9%	0.3%
2022	\$16.23	131	7.2%	7.2%	51,617	1.8%	-1.5%
YTD	\$15.84	127	7.9%	4.6%	60,385	2.0%	-1.1%
2021	\$15.14	122	5.9%	9%	100,549	3.1%	-0.5%
2020	\$14.29	115	2.8%	-5.6%	116,023	3.6%	-0.2%
2019	\$13.91	112	3.2%	-9.1%	120,039	3.7%	0.7%
2018	\$13.48	106	3.2%	-11.0%	97,011	3.0%	0.9%
2017	\$13.08	105	2.2%	-19.7%	66,882	2.1%	-2.1%
2016	\$12.79	103	1.5%	-16.5%	124,046	4.1%	-0.6%
2015	\$12.60	101	3.0%	-18.8%	137,135	4.8%	-1.0%
2014	\$12.23	98	2.3%	-19.2%	163,162	5.8%	0.7%
2013	\$11.95	96	0.1%	-21.0%	144,782	5.1%	-0.7%
2012	\$11.94	96	1.1%	-21.1%	162,814	5.8%	-0.5%
2011	\$11.82	95	0.5%	-21.9%	177,839	6.3%	0.8%
2010	\$11.76	95	-2.4%	-22.5%	155,494	5.5%	0%

Sale Trends

Far South Johnson Cty Retail

OVERALL SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/SF	Avg Cap Rate	Price/SF	Price Index	Cap Rate
2026	-	-	-	-	-	-	\$164.32	174	8.0%
2025	-	-	-	-	-	-	\$165.47	175	8.0%
2024	-	-	-	-	-	-	\$165.93	175	8.0%
2023	-	-	-	-	-	-	\$163.95	173	7.9%
2022	-	-	-	-	-	-	\$157.41	166	7.8%
YTD	10	\$4.3M	0.9%	\$856,500	\$358.18	4.0%	\$154.26	163	7.6%
2021	33	\$10.5M	5.6%	\$702,268	\$88.81	6.1%	\$147.10	155	7.9%
2020	16	\$9.4M	4.3%	\$686,117	\$76.51	-	\$132.41	140	8.2%
2019	22	\$5M	4.1%	\$457,318	\$81.96	-	\$130.88	138	8.2%
2018	19	\$22M	5.4%	\$2,447,556	\$173.67	7.5%	\$127.90	136	8.2%
2017	19	\$7.5M	3.3%	\$536,553	\$105.05	9.4%	\$127.04	134	8.1%
2016	27	\$10.4M	7.5%	\$651,461	\$80.36	6.6%	\$125.66	133	8.1%
2015	27	\$8.2M	7.1%	\$510,271	\$69.93	7.9%	\$122.71	130	8.1%
2014	21	\$7.7M	5.0%	\$595,153	\$73.57	6.0%	\$119.68	126	8.3%
2013	26	\$8.1M	7.5%	\$903,889	\$93.10	-	\$104.19	110	8.6%
2012	11	\$4.5M	2.1%	\$643,959	\$146.96	6.1%	\$102.09	108	8.9%
2011	4	\$420K	0.3%	\$105,000	\$43.07	-	\$93.45	99	9.4%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.
 (2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

Source: Costar

Summary:

The complimentary land uses that make up neighborhoods like the subject generally evolve through the four stages described as follows:

- 1) Growth - A period during which the neighborhood gains public favor and acceptance
- 2) Stability - A period of equilibrium without marked gains or losses
- 3) Decline - A period of diminishing demand
- 4) Revitalization - A period of renewal, modernization, and increasing demand

Based on market data and conversations with local real estate professionals and research the general Indianapolis area appears to be increasing with some new development and expansion with the current economic situation.

The above data indicates that Johnson County and the State of Indiana have experienced improving economic trends since the end of the most recent recession. The Johnson County area shows a 1.6% unemployment rate while Indiana shows a 3.4% unemployment rate. The RPR Housing statistics for June 2022 show a 12-month change in median home value estimate for the Franklin (46131) area to have increased 16.1%, Johnson County showed an increase of 14.9%, and the State of Indiana showed an increase of 12.0%. The June 2022 Indiana Association of Realtors report shows an increase of 19.3% for the median Johnson County sale price from July 2021 to June 2022. The subject property area appears to be experiencing a robust growth in its employment sector, which is translating into increased sale activity and pricing levels for real estate in the Johnson County sector.

The project area has a large segment of property features and amenities. The close proximity to US 31, SR 44, I-65, Indianapolis and Greenwood makes the area attractive for development and the employment sector. While this specific area within the SR 44 and I-65 corridor area has had some transitioning properties, there appears to be demand based on the number of properties and traffic counts.

The conclusion from the above data is that the Johnson County, the 46131-zip code area and The State of Indiana are experiencing a period of economic growth which is anticipated to continue into the foreseeable future based upon trends in local, state and nationwide economic indicators. Therefore, based on development trends in the region and within the subject's marketing area in general, it is anticipated that the demand for properties within the area will likely be increasing over the next 12 months related to the general central to south-central market segment.

PHOTOS OF THE SUBJECT PROPERTY: Taken July 16, 2022



LOOKING NORTHWEST AT THE PERMANENT EASEMENT & TEMPORARY AREAS.



DWELLING ON THE SUBJECT TRACT

OWNER CONTACT AND PROPERTY INSPECTION:

An owner contact letter and copy of the engineer's sketch were mailed out on April 22, 2022. The owners contacted appraiser Glenn Dickerson by phone May 2, 2022. During this conversation, the project, subject property, and proposed acquisition areas were discussed. The owner requested a set of documents to be sent via e-mail. The owner granted the appraisers permission to observe the subject property at their convenience and declined the opportunity to accompany them on the observation. The owner also confirmed that there were no private underground utilities located within the proposed easement areas. Appraiser Glenn Dickerson emailed acquisition documents to the owner (Mhinesly@Gmail.com) May 2, 2022. The subject property and acquisition areas were observed from the roadway intermittently in 2022. The last date of observation was July 16, 2022, which will be the effective date of this report. Also, Mr. Lonnie Miller (appraiser) reviewed the subject property engineering documents, aerial exhibits and details. The appraisal report or signature date is July 28, 2022.

NARRATIVE DESCRIPTION OF PROPERTY:

LAND:

Shape/Size: The assessor records report a total site area of 5.000 gross acres. The subject tract consists of one individual parcel with an overall irregular shape.

Access: The site has one access drive area along its south border from Branigin Rd.

Utilities: Area residential tracts are serviced by private septic and well water systems. LP gas, cable TV and electric are also available in the area.

Easements/Encumbrances: Typical utility easements are assumed regarding power, telephone and any other public utility. No adverse encumbrances were noted on the supplied documents. No title report was provided to the appraisers. The last deed of record provided.

Topography/Drainage: The site has somewhat level topography with adequate drainage. All of the site is within flood zone area "X".

Surrounding Land Uses: North: Residential, South: Residential, East: Residential, West: Residential, Agricultural.

Flood/ Wetland Classification: FEMA map no. 18081C0139E dated January 29, 2021, shows all of the subject being located within zone "x" outside of any flood hazard area. The map is attached to this report.

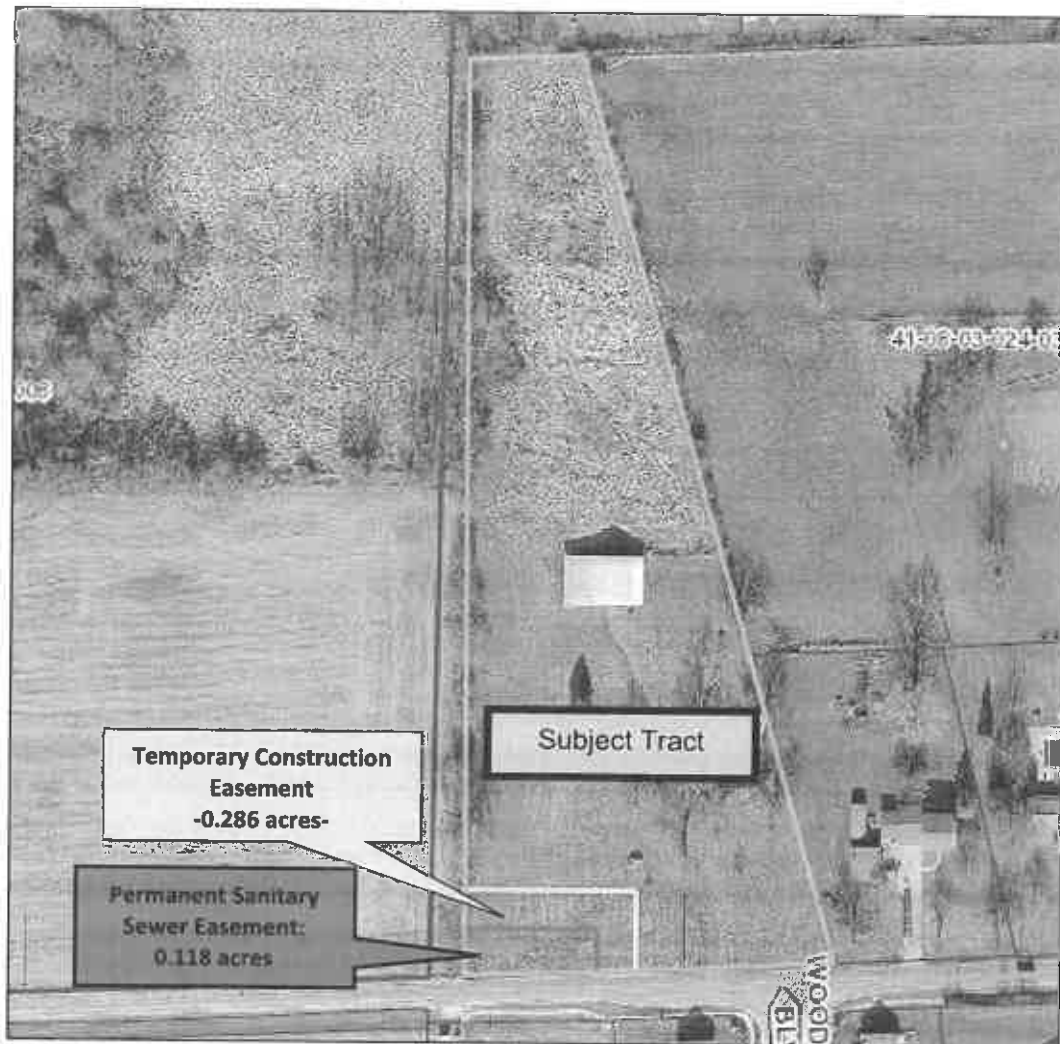
LAND IMPROVEMENTS:

The subject site is improved with typical land improvements for residential type properties, including, but not limited to, private well, private septic system, asphalt paving, concrete paving, fencing, seeded lawn, trees, shrubs, and other landscaping and drainage items.

IMPROVEMENTS:

The site is improved with a single-family dwelling and multiple outbuildings. The buildings are not considered to be impacted by the acquisition. As mentioned, the appraisal assignment does not include a value for the buildings.

PROPERTY SKETCH (AERIAL) SHOWING THE PERMANENT EASEMENT AND TEMPORARY ACQUISITIONS



PRESENT USE AND/OR HIGHEST AND BEST USE ANALYSIS: (BEFORE)

Highest and best use is defined as: "That use of land which is lawful, practicable and proximate, which will produce the greatest return to land after satisfying all requirements of any improvements which must necessarily be placed on the land in order to bring it into the use. Legal restrictions such as zoning or deed restrictions are recognized to the degree that they would affect value to a prospective buyer in contemplation of any attempt to change or defeat the restrictions."

The testing criteria for the highest and best use can be summarized as follows:

As Vacant:

- 1) **Legally Permissible** – The subject is located within the zoning jurisdiction of the City of Franklin Plan Commission and is shown in the MXC (Mixed-Use Commercial) zoning district. This district allows for agricultural, special, and commercial uses. Multi-family residential uses are permitted on a special exception basis. The existing single-family residential use appears to be a legal, non-conforming (grandfathered) use.
- 2) **Physically Possible** – The surrounding area contains mostly residential and agricultural uses, with scattered commercial uses. The subject has 5.000 usable acres. It does not have direct access to municipal water or sewer services. Access to the site is available from a single public roadway. The infrastructure would limit the development intensity of the site. The physically possible uses include residential, and a limited number of special and commercial uses. An agricultural use is likely not feasible given the size.
- 3) **Financially Feasible** – When estimating the highest and best use an appraiser should determine the legal, physical uses which provide a positive economic return. As mentioned, the subject property is currently utilized for single-family residential purposes. Based on the location to amenities including utilities, shopping, and employment centers, interstates and current zoning, the appraisers would consider a residential use, and a limited number of special and commercial uses to be financially feasible.
- 4) **Maximally Productive** – Maximum productivity is the fourth determinate in considering highest and best use. This would bring in the principle of conformity and whether the property conforms to the surrounding area considering use. Reflective of the surrounding property uses and trends, the highest and best use of the subject would be for a low-intensity commercial use given the existing infrastructure and underlying zoning designation.

In conclusion, the highest and best use, as vacant, is measured by determining the answers to the above four criteria reflective of the market and legalities. Considering these factors, the highest and best use as vacant is considered to be for a commercial use consistent with the current zoning. The current improved use is considered to be in conflict with the highest and best use of the land and current zoning classification.

As Improved:

The above items show a brief determination of the land as though vacant and ready for development. The highest and best use as improved helps to determine if the existing buildings should be renovated, remain as is, or be razed. The subject is improved with a single-family residential dwelling, outbuildings, and supporting site improvements. The improvements are considered to add and interim value to the overall value of the land considering the age and use of the property.

In conclusion, the highest and best use as improved is measured by determining the answers to the above four criteria reflective of the market and legalities as mentioned under the land highest and best use. **For the purposes of this analysis, the highest and best use, as improved, is considered to be the continuation of the existing residential use.**

VALUATION PROCEDURE:

Once the style, size and quality of the property was determined the appraisers collected market data, government data and other information to help determine the overall value of the subject property in "as is" condition. Data used was provided by real estate brokers, appraisers, buyers, assessor, auditor, treasurer, and zoning officials. The appraisers will use acceptable methods and techniques recognized in the appraisal industry (see below). For this appraisal it is determined that the sales comparison approach will be used regarding the land value. Observed contributory values may be used regarding land improvements or other items not broken out in the marketplace. Once the "as is" (before value) is determined the appraisers take into consideration the proposed acquisition amount and any damages that may occur to the property where applicable. This amount is the estimated compensation amount due to the acquisition. The scope of the assignment does not include a building valuation.

As mentioned, the sales comparison approach will be used regarding the site value. This is the most reliable approach considering the relevant available market data. The appraisers will use other similar sales to the subject site that have occurred in the subject market area.

On the following pages the land value will be estimated reflective of sales in the area. Then the subject property land improvements will be valued by observed contributory value where applicable. Once the before-acquisition value has been determined, the acquisition will be explained and any loss of land, land improvements and damages will be determined where applicable.

Typically, there are three accepted techniques utilized by the appraisers to derive an indication of value: the cost approach, the sales comparison approach, and the income approach. While the market approach is generally considered to be the most reliable approach such is the case when an adequate supply of market data exists in the local marketplace. It is the best measurement of local market conditions and automatically measures all forms of depreciation found in the marketplace. The cost approach is used in cases involving improved property where market data is weak or non-existent or where improvements are of special purpose design and enjoy little market demand. The cost approach can also be used as support to the other methods of property valuation. The income approach is used primarily in the valuation of income producing properties.

METHODS OF VALUATION:

There are three classical appraisal techniques available to the appraisers; the Cost Approach, Market (or Sales Comparison) Approach and the Income Approach to value. The appraisers will consider the three approaches to value as they apply to the subject property. The value estimates are based on an appraisal of the whole property, and also focuses in on the right-of-way to be acquired, as it contributes to the whole property. When the appraisers consider the three approaches to value, they might eliminate one or more of the approaches because it is not considered appropriate to the appraisal problem and scope. The appraisers have defined and considered the three classic approaches to value as they relate to the subject property as follows:

Land Valuation: The land value is required when its contribution to the total property value is sought, when the improvements are to be valued separately, as in the Cost Approach, or when an estimate of the land value alone is required. The land valuation techniques commonly used in the appraisal practice are described as follows:

1. The Sales Comparison technique is the analysis, comparison, and adjustment of recent sales of similar, vacant properties to provide an indication of the value of the subject property. This technique is the most reliable and widely used when comparable sales are available.
2. The Extraction technique is the estimation and deduction of the depreciated cost of the improvements from the sale price (or estimated total value) of the subject property to arrive at its land value.
3. The Allocation technique is the application of a ratio of land value to total property value, extracted from comparable sales, to the sale price (or estimated total value) of the subject property to arrive at its land value.
4. The Land Residual technique is a direct capitalization technique in which a market-derived land capitalization rate is applied to the net operating income attributable to the subject property to estimate its land value.
5. The Ground Rent Capitalization technique is a direct capitalization technique in which a market-derived capitalization rate is applied to the ground rent of the subject property to estimate its land value.
6. The Subdivision Development technique is the yield capitalization of estimated cash flows over the development and absorption period of a subdivision development discounted to a present value at a market derived rate to estimate its land value.

Cost Approach

The cost approach involves determining the replacement cost new of a certain improvement; minus its overall accrued depreciation in order to derive the improvements value. This approach is considered to be a more reliable indicator of value for relatively newer buildings because the inaccuracies involved in measuring the overall depreciation affecting a certain improvement; tend to somewhat compromise the validity of the cost approach. However, an observed depreciated contributory value (ODCV) analysis will be applied to the land improvements valuation based on Marshall & Swift cost manuals considering the overall contribution of each item to the property value where applicable.

Market Approach

The market approach involves the comparison of the subject property to similar properties that have recently sold in the open market in order to conduct a market analysis. This approach has the advantage of reflecting actual buyer and seller activity and is the most widely accepted and developed approach in the valuation of land tracts. Its reliability is directly related to the quality and quantity of the comparable sales data available. This approach will be developed and is considered the most reliable indicator of fair market value because it best measures local market conditions and depreciation factors. This approach will be utilized for this report.

Income Approach

The income approach is based upon the relationship between *Income*, *Rate of return*, and *Value*; commonly known in real estate terms as "*IRV*". This approach involves the theory that a property's value can be calculated from comparable market rental data by constructing a stabilized annual net operating income (NOI) divided by an appropriate marketplace overall capitalization rate (OAR). This approach is most meaningful for properties that are generally bought and sold for investment/income purposes. The properties comparable to the subject property are not typically purchased for investment purposes and therefore, the income approach will not be developed in this appraisal report.

Reconciliation:

The three approaches are interrelated, although typically result in separate indications of value for the property being appraised. When two or three approaches have been completed, they are reconciled into a final conclusion. The reconciliation of value indications and final value estimate is the final step in the valuation process. This part of the appraisal process requires weighing the value indications developed as to their reliability and applicability in order that a final value may be determined.

Easements:

There are three classes of easement which include; subsurface, surface and overhead easement. In the case of the subject the easement type is considered both surface and subsurface with limitation posed by the encumbrance. Consideration is given to the rights conveyed and the overall impact to the property. The value of the easement will be based on the Matrix study attached to this report.

Below is an example of language provided for a similar easement:

STATE OF INDIANA)		SANITARY SEWER EASEMENT
)	SS:	
COUNTY OF JOHNSON)		

That in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is now acknowledged, _____ (hereinafter referred to as "GRANTOR"), warrants to the City of Franklin, Indiana, its successors, and assigns (hereinafter collectively referred to as "GRANTEE"), that GRANTOR has title to said real estate and is fully empowered to convey said interest in real estate, and grants, bargains, sells, transfers, dedicates, and conveys unto the GRANTEE an easement with the right to erect, construct, install and lay, use, operate, inspect, repair, maintain, replace and remove, sanitary sewer line(s) and appurtenances thereto, which is/are part of, or are to become part of, the GRANTEE's sanitary sewer utility system over, across, and through the land of the GRANTOR situated in Johnson County, State of Indiana, and said easement being described as follows:

A perpetual permanent easement as shown on Exhibit "A"

The GRANTEE covenants to maintain the easement in good repair so that no damage will result from its use to the adjacent land of the GRANTOR, his trustees, successors and assigns.

In acquiring said easements and rights-of-way, the right shall be reserved to the GRANTORS of the real estate to use and fully enjoy said permanent easement and right-of-way for all purposes not inconsistent with the necessary and convenient uses thereof by GRANTEE, its trustees, successors and assigns, for the purposes aforesaid; provided that no structure shall be erected or permitted on the permanent easement and right-of-way. The rights reserved by the GRANTOR shall include, but shall not be limited to, the right to cross small sections of the permanent easement and right-of-way with roads, sewers, utilities, drains and the like in such fashion as not to disturb GRANTEE's facilities or the operation or maintenance thereof. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of GRANTEE, its trustees, successors, and assigns.

The undersigned persons executing this easement on behalf of GRANTOR represent and certify that they have been authorized to execute and deliver this easement.

(Remaining page left blank)

MARKET LAND GRID (5.000 acres)

SALE NUMBER	SUBJECT	BL-100	BL-102	BL-103	BL-104	BL-105
Address	260 Branlgin Rd. Franklin, IN	5400 N SR 135 Bargersville, IN	1260 Lincoln Park Rd. Greenwood, IN	1001 W. Jefferson St. Franklin, IN	2600 W. SR 252 Trafalgar, IN	1551 Amy Ln. Franklin, IN
Sale Price	N/A	\$325,000	\$299,900	\$280,000	\$250,000	\$48,500
Date of Sale	N/A	Feb-20	Oct-19	Mar-21	Oct-20	Feb-20
Net Usable Area (Acres)	5.000	1.650	2.660	3.283	3.582	1.040
Parcel Size (Square Feet)	217,800	71,874	115,870	143,007	156,032	45,302
Utilities	None	All	All	All near	All	All
Site Location	Interior	Corner	Corner	Interior	Corner	Interior
Shape	Irregular	Irregular	Rectangular	Irregular	Rectangular	Irregular
Zoning	MXC, Comm	C-3, Comm	PUD - Comm	MXC, Comm	CB, Comm	I-L, Industrial
Property Rights Conveyed		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing Terms		Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller
Conditions of Sale		Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Sale Price/Acre		\$196,970	\$112,744	\$85,288	\$69,793	\$46,635
Sale Price/Square Foot		\$4.52	\$2.59	\$1.96	\$1.60	\$1.07
ADJUSTMENTS						
Property Rights		\$0	\$0	\$0	\$0	\$0
Adjusted Sale Price		\$325,000	\$299,900	\$280,000	\$250,000	\$48,500
Financing		\$0	\$0	\$0	\$0	\$0
Adjusted Sale Price		\$325,000	\$299,900	\$280,000	\$250,000	\$48,500
Conditions of Sale		\$0	\$0	\$0	\$0	\$0
Adjusted Sale Price		\$325,000	\$299,900	\$280,000	\$250,000	\$48,500
Market Conditions (time)		1.12	1.14	1.07	1.09	1.12
Adjusted Sale Price		\$364,000	\$341,886	\$299,600	\$272,500	\$54,320
Adj. Sale Price/Acre		\$220,606	\$128,529	\$91,258	\$76,075	\$52,231
Adj. Sale Price/SF		\$5.06	\$2.95	\$2.09	\$1.75	\$1.20
	Unit Rate Indications			\$/Acre	\$/Sq. Ft.	
	Low			\$52,231	\$1.20	
	High			\$220,606	\$5.06	
	Mean			\$113,740	\$2.61	
	Median			\$91,258	\$2.09	
	Effective date of time adj.			7/16/2022		
	Time Adjustment			5.00%		

Explanation and Adjustments:

The first elements of comparison between the subject and the comparable sales are property rights appraised, financing, conditions of sale and market conditions. These items are adjusted first to provide an equal analysis point and show a beginning adjusted unit value price before all other elements of comparison. The subject is appraised in fee simple ownership with all comparable sales shown as cash transactions. No conditions of sale were reported for the closed sales. The appraiser has considered market conditions (time adjustments). Based on the information shown previously in this report, the appraisers will apply a positive time adjustment at the rate of 5% annually.

SUPPORT FOR THE FAIR MARKET VALUE:

Sales of land tracts are found above and attached to this report. All sales are located in Johnson County. The indicated unit value range is \$52,231/acre to \$220,606/acre. The median indication is \$91,258/acre and the mean (average) indication is \$113,740/acre. Sales BL-100, BL-102, BL-103, and BL-104 are each superior due to surrounding development and utility availability. Sale BL-105 is inferior due to less-intense allowable uses. Thus, a unit rate indication between \$46,635/acre and \$69,793/acre appears to be warranted. Therefore, reflective of the subject's zoning, site area, configuration, and utility availability, a unit rate of \$60,000 per acre appears to be reasonable, with most weight applied to Sale BL-103 due to its equal zoning. The valuation for the acquisition is based on the whole and not on the acquisition size area per guidelines. The arrived at unit value is a culmination of research from various sources that lead to a specific estimate of value. The various sources include: Assessor data, market sales, USDA and Purdue Agricultural Economics data. Again, based on the above information and median/mean data, an arrived at value of \$60,000/acre is considered reasonable.

Land Value Calculations:

5.000 fee simple acres x \$60,000/acre = \$300,000

0.000 acres PER = \$0

Total: **\$300,000**

Total Land Value \$300,000

LAND IMPROVEMENTS:

The land improvements are valued based on contributory observed value only and not fully developed. A lump sum value is shown due to the limited scope of this assignment. The land improvements consist of items supporting the existing residential use, including private water well, private septic system, asphalt areas, concrete areas, fencing, seeded lawn, trees, shrubs, and other landscaping and drainage items. There is also natural occurring trees, shrubs, and brush. The land improvements have an estimated contributory value of **\$20,000**.

OBSERVED VALUE DEFINED:

Where noted within the report an overall observed value may be used. An observed value represents a value which is only used for client purposes and should not be construed as market value. USPAP allows for a partial valuation based on the client needs. The scope of this assignment calls for a partial acquisition with only a portion of the subject valued by market data. The portion not valued by market data will be clearly stipulated as "observed" within the report. The observed value may come from comparable data, cost data and/or a combination of assessor information.

BUILDING VALUE:

The scope of assignment does not include a building value.

SUMMARY OF COST APPROACH

LAND	\$ 300,000
LAND IMPROVEMENTS	\$ 20,000
OTHER BUILDINGS	\$ -0-
TOTAL INDICATED VALUE BY COST APPROACH	\$ 320,000

DESCRIPTION OF R/W TO BE ACQUIRED

DESCRIBE R/W TO BE ACQUIRED-Land, land and building improvements, temporary and provisional r/w

The proposed acquisition includes one permanent easement area and one temporary construction easement area.

The subject site has a proposed 30 ft. wide permanent utility (sanitary sewer) easement. The permanent easement is 0.118 acres per supplied documents. The permanent utility (sewer) easement proceeds north from the existing Branigin Rd. right-of-way at the southwestern boundary of the subject tract. The easement then proceeds easterly to roughly the mid-point of the subject's southern border. The area is currently improved with seeded lawn. The easement imposes restrictions which allow for little use associated with development of the easement areas as if idle and ready for development.

Also, there is a proposed 0.286-acre temporary easement needed for construction. The temporary area is a 50 ft. wide strip that borders the northern and eastern ends of the permanent utility (sewer) easement. The area is currently improved with seeded lawn. The temporary easement area will revert to the owner upon completion of the project.



AERIAL OF PROJECT SHOWING SEWER EASEMENT LOCATION

ACQUISITION COMPENSATION

There are three classes of easement which include subsurface, surface and overhead easement. In the case of the subject the easement type is considered both surface and subsurface with limitation posed by the encumbrance. Consideration is given to the rights conveyed and the overall impact to the property. In the case of the subject, the permanent utility (sewer) easement proceeds north from the existing Branigin Rd. right-of-way at the southwestern boundary of the subject tract, then proceeds easterly to roughly the mid-point of the subject's southern border. The easement does encumber the property and prevents the building or maintaining of all items within the encumbered area. General easement encumbrance language is shown on page 23 which provides various conditions of the proposed permanent easement.

The value of the easement will be based on the Matrix study attached to this report.

The permanent easement is 0.118 acres per supplied documents. Based on the Easement Valuation Matrix Table below and considering the remainder, a loss in value to the sanitary sewer easement area is estimated at 75%. Again, support is based on the matrix table identifying a 75% fee which is consistent with the identified 75% fee for easements with a major impact on surface use and conveyance of future uses.

**Easement Valuation Matrix- R/W Association Article May/June 2006
(by Donald Sherwood, SR/WA)**

Easement Valuation Matrix		
Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	<ul style="list-style-type: none"> Severe impact on surface use Conveyance of future uses 	Overhead electric, flowage easements, railroad right of way, irrigation canals, exclusive access easements
75% - 89%	<ul style="list-style-type: none"> Major impact on surface use Conveyance of future uses 	Overhead electric, pipelines, drainage easements, railroad right of way, flowage easements
51% - 74%	<ul style="list-style-type: none"> Some impact on surface use Conveyance of ingress/egress rights 	Pipelines, scenic easements
50%	<ul style="list-style-type: none"> Balanced use by both owner and easement holder 	Water or sewer lines, cable lines, telecommunications
26% - 49%	<ul style="list-style-type: none"> Location along a property line Location across non-usable land area 	Water or sewer line, cable lines
11% - 25%	<ul style="list-style-type: none"> Subsurface or air rights with minimal effect on use and utility Location with a setback 	Air rights, water or sewer line
0% - 10%	<ul style="list-style-type: none"> Nominal effect on use and utility 	Small subsurface easement

The table above provides support for an 75% diminution for the easement. The table provides a general effect on the bundle of rights an encumbrance may have on a property.

EASEMENT CALCULATION:

Permanent Easement area: 0.118 Acres x \$60,000/Acre x 75% = \$5,310 say \$5,350

LAND AREA TO BE ACQUIRED-Support:

The compensation is based on the sales attached to this report and itemized on the market grid. The sales reflect an adjusted unit value range of \$52,231/acre to \$220,606/acre. The estimated unit value for the subject area of acquisition is \$60,000/acre.

ACQUISITION CALCULATION:

Fee Simple:

The subject property has no fee acquisition involved.

Land Improvements Acquired:

5,141 SF seeded lawn x \$0.10/SF = \$514.10

Total: \$514.10, say **\$550**

Temporary Easement or R/W:

There is a proposed 0.286-acre temporary easement needed for construction. The temporary area is a 50 ft. wide strip that borders the northern and eastern ends of the permanent utility (sewer) easement. The area is currently improved with seeded lawn. The temporary easement area will revert to the owner upon completion of the project. The affected land improvements will be restored with like kind or better materials and thus will not receive compensation. The award for temporary R/W will be based on the tract's value of \$60,000/acre.

Value of Temporary Acquisition

0.286 acres x \$60,000/acre = \$17,160

The temporary award is based on a three-year construction at a 10% return using a 3% discount factor. The discount is to present value due to the upfront payment for the entire period.

	Present Value	Rental Factor	Present Value	
1	\$17,160	.10	1.00	\$1,716.00
2	\$17,160	.10	0.970874	\$1,666.02
3	\$17,160	.10	0.942596	<u>\$1,617.49</u>
Total =				\$4,999.51, Say \$5,000

\$ 5,000

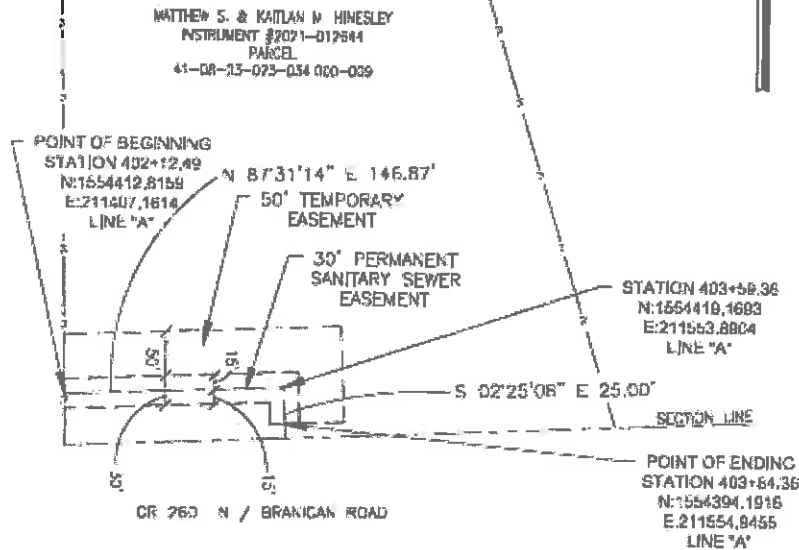
TOTAL = \$0 (Land) + \$5,350 (Permanent Easement) + \$550 (Land Improvements) + \$5,000 (Temp. R/W) = Total = **\$10,900.**

EXHIBIT B

PARCEL 23

OWNER: Matthew S. & Kathleen M. Hinesley		CODE: RA
PROJECT: West Side Interceptor		ROAD: Commerce Dr.
COUNTY: Johnson	S/L/R: SEC 3-T12K-B4E	DRAWN BY: MKS
		CHECKED BY: DJS

SCALE: 1"=100'



Inst. No. 2021-012644

EASEMENT ACQUISITION ON PARCEL FROM INSTRUMENT NUMBER LISTED ABOVE

COORDINATES ARE STATE PLANE EAST

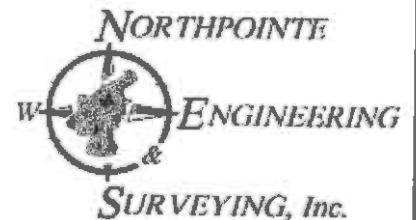
NPI'S PROJ. #21-0115

LINE A SHOWN ROUTE SURVEY INST. #XXXXXX

PERMANENT SANITARY EASEMENT
0.1181 ACRES

TEMPORARY EASEMENT
0.2861 ACRES

PREPARED FOR CITY OF FRANKLIN
BY:



6125 South East Street, Suite "B"
Indianapolis, Indiana 46227-70147
Office = 317-881-0125
www.npsindy.com

Sheet 1 of 1

**PERMANENT EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTIONS**

EXHIBIT "A"

Project:	Franklin - West Side Interceptor	Sheet 1 of 1
Parcel:	23	
Key No:	Parcel # 41-08-03-022-035.000-008	
Form:	Permanent Sanitary Easement on the Exhibit B	

Part of the Northwest Quarter of Section 3, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Instrument Number 2021-012644 in the Office of the Johnson County Recorder, and depicted on the attached Parcel Plat, marked Exhibit "B", described as follows:

A strip of land thirty feet (30') in uniform width, lying fifteen feet (15') wide on both sides of the following described centerline.

Beginning at Station 402+12.49 of Line "A" as shown on the route survey recorded as Instrument Number 0000000 in said Recorder's Office; thence North 87 degrees 31 minutes 14 seconds East along Line "A" 146.87 feet to Station 403+59.36; thence South 02 degrees 25 minutes 08 seconds East along Line "A" 25.00 feet to the terminus of this centerline being Station 403+84.36 of Line "A", containing in all 0.118 Acres more or less. The side lines of said 30 foot easement to be extended or shortened to meet at the boundaries of said parcel.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on June 14, 2022.





EXHIBIT "A"

Project: Franklin - West Side Interceptor
Parcel: 23
Key No: Parcel # 41-08-03-022-035.000-008
Form: Temporary Easement

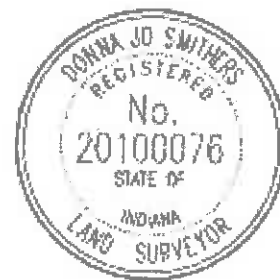
Sheet 1 of 1

Part of the Northwest Quarter of Section 3, Township 12 North, Range 4 East located in Franklin Township, Johnson County, Indiana; being a part of a tract recorded as Instrument Number 2021-012644 in the Office of the Johnson County Recorder, and depicted on the attached Parcel Plat, marked Exhibit "B", described as follows:

A strip of land fifty feet (50') in uniform width, the south and west line lying fifteen feet (15') north and east, adjacent and parallel with the following described line.

Beginning at Station 402+12.49 of Line "A" as shown on the route survey recorded as Instrument Number 0000000 in said Recorder's Office; thence North 87 degrees 31 minutes 14 seconds East along Line "A" 146.87 feet to Station 403+59.36; thence South 02 degrees 25 minutes 08 seconds East along Line "A" 25.00 feet to the terminus of this centerline being Station 403+84.36 of Line "A", containing in all 0.286 Acres more or less. The side lines of said 50 foot easement to be extended or shortened to meet at the boundaries of said parcel.

This description was prepared for City of Franklin, Indiana by Donna Jo Smithers, Indiana Professional Surveyor, License Number LS20100076, on June 14, 2022



OWNER CONTACT LETTER



OWNER CONTACT LETTER

April 22, 2022

Matthew S. & Kaftlan M. Hinesley
260 Branigin Rd.
Franklin, IN 46131

RE: OWNER CONTACT LETTER
Project: Westside Interceptor Project -- Franklin, IN
Parcel No: 23
County: Johnson
Property Address: 260 Branigin Rd., Franklin, IN

The City of Franklin is planning to construct a sanitary sewer project, known as the West Side interceptor and Lift Station project. This letter is to notify you that we have been assigned to appraise your property (or a portion of) as a part of the project. It is necessary for me to visit and observe your property as part of the appraisal process. You and/or your representative are invited to accompany me during this observation if you so desire. Please contact me to establish a time for this visit or if you have questions regarding the appraisal process.

To set an appointment, ask a question or inform me you do not wish to accompany me on the property observation you can reach me at (317) 809-5855. Attached is an engineer's sketch identifying the proposed acquisitions. In the event you are not comfortable meeting due to the ongoing COVID pandemic, we have attached information and suggestions regarding other means to obtain and provide information related to the property and project. Thank you for your attention to this important matter.

Sincerely,

Glenn Dickerson
eValuations, LLC
Indiana Certified General Appraiser
License # CG41100015
(317) 809-5855

Lonnie D. Miller
eValuations, LLC
IN Certified General Appraiser
#CG40200140

SUBJECT'S MOST RECENT DEED

Duly Entered For Taxation
Subject To Final Acceptance
For Transfer Apr 28 2021
Pamela J. Burton
AUDITOR JOHNSON COUNTY, IND.

IMAGE COPY PROPERTY OF JOHNSON COUNTY, IN. FOR
Recording requested by:
MVP National Title

After Recording Return To:
Kaitlan Hinesley and Matthew Hinesley

File Number: 2021-03-2743
Parcel ID: Property 1:
41-08-03-023-034.000-009

2021-012644
RECORDED ON
04/28/2021 02:51:07 PM
TERESA M. PIERO
JOHNSON COUNTY RECORDER
REC FEE: 25.00
PAGES: 2

Warranty Deed

Know All Men By These Presents that , **Merritt Wayne Harmon**, of Johnson County, Indiana, who owned the property continuously with **Norma Jean Harmon**, until her death on **November 2, 2020**, (henceforth referred to as "Grantor") of Johnson County, State of Indiana, for consideration paid, grant to **Matthew S. Hinesley and Kaitlan M. Hinesley**, as tenants by the entirety (henceforth referred to as "Grantee") of Johnson County, State of Indiana, with **WARRANTY COVENANTS**:

Part of the west half of the northwest quarter and part of the east half of the northwest quarter all in section 3, township 12 north, range 4 east of the second principal meridian, described as follows:

Beginning on the south line of the said west half of the northwest quarter at a point that is 251.15 feet west of the southeast corner thereof; thence east on and along the said south line 368.79 feet to a point that is 1437.97 feet west of the west right of way line at U. S. #31; thence north 16 degrees west, parallel to the said west right of way line, 932.45 feet; thence west 112.79 feet; thence south 906.20 feet to the place of beginning, containing 5.00 acres, more or less, subject to all legal rights of way.

Commonly Known As: 260 Branigin Rd., Franklin, IN 46131
Grantee's Address: 260 Branigin Rd., Franklin, IN 46131
Send Tax Statements: 260 Branigin Rd., Franklin, IN 46131

In Witness Whereof, , the said, Grantor, hereunto set by hands and seals this 23rd day of April, 2021.

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-19

Merritt Wayne Harmon

Merritt Wayne Harmon

STATE OF INDIANA
COUNTY OF JOHNSON

I, a Notary Public, hereby certify that Merritt Wayne Harmon whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this the 23rd day of April, 2021.

Alycia Willert

Signature of notarial officer

Title and rank

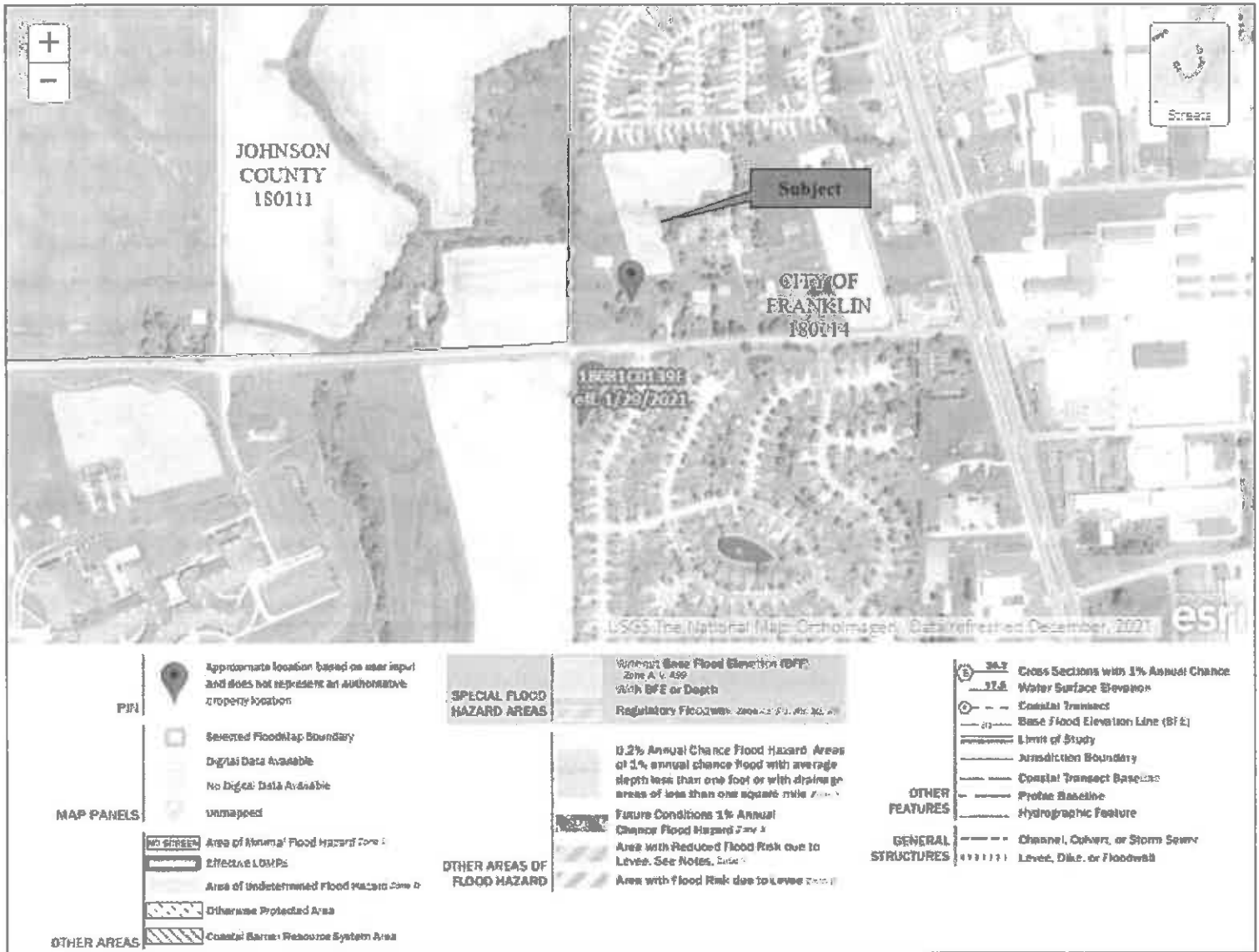


My commission expires:

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. Patrick M O'Brien

Prepared by Patrick M O'Brien, 107 N State Road, 135, Suite 301, Greenwood IN 46143 solely for the benefit of MVP National Title per its request based solely on information supplied by said title company. The preparer disclaims liability for any errors, inaccuracy or omissions in this instrument resulting from the information provided by said title

FEMA FLOOD MAP



NATIONAL WETLANDS MAP



STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

THIS APPRAISAL IS SUBJECT TO THE FOLLOWING UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS: 1 thru 24.

1. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it includes a summary discussion of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. It also includes a summary description of the subject property, the property's locale, the market for the property type, and the appraisers' opinion of the highest and best use.
2. The appraisers have made no survey of the property and no responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the subject property.
3. The legal description used in this report is assumed to be correct.
4. No responsibility is assumed for matters of a legal nature affecting title to the subject property nor is an opinion of title rendered. The title is assumed to be good and merchantable.
5. Information provided by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information; however, the appraisers assume no responsibility for its accuracy. As stated in the extraordinary section, it is assumed the county has interest in the existing roadway r/w.
6. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.
7. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures, which could render it more or less valuable. No responsibility is assumed for such conditions or for engineering, which may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined or considered in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-conformity has been stated, defined and considered in this report.
10. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within the report.
12. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the subject property, was not observed by the appraisers. The appraisers have no knowledge of the existence of such materials on or in the property. The appraisers, however, are not qualified to detect such substances.

13. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the subject property. The value estimate is predicated on the assumption that there is no such material on or in the subject property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
14. The distribution of the total valuation in this report between land and improvements apply only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other analysis and are invalid if so used.
15. The fee for this appraisal and report does not provide compensation for conference or testimony or attendance in court, with reference to the property in question.
16. This report represents the independent opinions of the appraisers free and clear from any commitments and free from any present or contemplated future interest in the subject property, with the sole compensation for the employment being a fair professional fee. Neither the fee nor the employment for preparing this report is contingent upon the values reported.
17. The appraisers assume that the reader or user of this report will have access to any building plans, specifications, Architectural and Engineering reports, environmental studies or documents relating to easements, license agreements or leases applicable to the property in question that may not be included in this report. Proposed improvements are assumed to be in place, unless stipulated otherwise, and any proposed construction is assumed to conform to the building plans and specifications mentioned in this report.
18. Possession of this report, or any copy thereof, or any part thereof, does not carry with it the right of publication. Neither this report nor any part thereof may be disseminated to the public through public relations, sales, news, advertising or other media without the prior written consent of the appraisers.
19. The presence of substances such as asbestos, urea-formaldehyde foam insulation, radon gas, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value.
20. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.
21. This estimator makes no warrants or guaranty that the property will sell for the value expressed in the report. If this report is given to a third party, the client shall make the party aware of the assumptions and limited conditions set forth.
22. The report was prepared for the purpose so stated and should not be used for any other purpose or reason.
23. All direct and indirect information supplied by the client and others concerning the subject property is assumed to be true and accurate.
24. No responsibility is assumed for information supplied by others and is believed to be reliable and correct.

July 28, 2022



Lonnie D. Miller
IN Certified General Appraiser
License No. CG40200140
expires 6-30-2024



Glenn Dickerson
IN Certified General Appraiser
License No. CG41100015
expires 6-30-2024

Zoning Information – MXC (Mixed-Use Community Center)

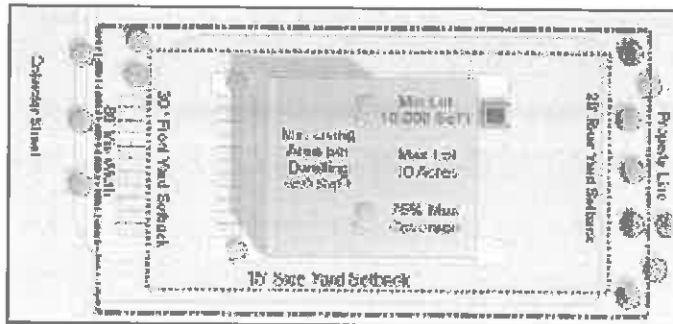
<div>3</div>	<div>MX</div>	<h3>3.18 Mixed-Use: Community Center (MXC)</h3>	
<p>Zoning Districts</p>		<p>District Intent:</p> <p>The "MXC", Mixed-Use Community Center zoning district is intended to provide locations for a variety of small-to-mid-sized business and institutional facilities that serve the entire Franklin-area community. This district should be used alone, and in combination with other zoning district to create areas for community shopping, entertainment, services, and public gatherings.</p>	
<div>P</div>	<p>A. Permitted Primary Uses:</p> <p><u>Use Map:</u> The Use Map(s) of 3-3 through 3-7 provides detailed use lists for all zoning districts.</p>		<div> <p>Agriculture Uses:</p> <ul style="list-style-type: none"> • farm (general) • farmer's market • winery <p>Residential Uses:</p> <ul style="list-style-type: none"> • dwelling, secondary (one upper floor) <p>Institutional/Public Uses:</p> <ul style="list-style-type: none"> • community center • day-care center • funeral home • governmental office • hospital/medical center • library • lodge or private club • medical clinic • parking lot or garage (no > (primary use) • police, fire, or rescue station • trade or business school <p>Park Uses:</p> <ul style="list-style-type: none"> • athletic fields, courts, & areas • nature preserve/center • park and/or playground <p>Commercial Uses:</p> <ul style="list-style-type: none"> • auto-oriented uses (small scale) • auto-oriented uses (medium scale) • auto-oriented uses (large scale) • conference center • health spa • hotel • liquor store • office uses • personal service uses • recreation uses (small scale) • recreation uses (medium scale) • recreation uses (large scale) • restaurant • retail uses (small scale) • retail uses (medium scale) • retail uses (large scale) • retail center </div>
<div>S</div>	<p>B. Special Exception Primary Uses:</p> <p><u>Use Map:</u> The Use Map(s) of 3-3 through 3-7 provides detailed use lists for all zoning districts.</p>		<div> <p>Residential Uses:</p> <ul style="list-style-type: none"> • bed and breakfast facility • boarding house • dwelling, multi-family (zone 2 or 2 dwelling units) • nursing/assisted living facility • residential facility for the developmentally disabled type I • residential facility for the developmentally disabled type II • residential facility for the mentally ill <p>Communications/Utilities Uses:</p> <ul style="list-style-type: none"> • communication service exchange • telecommunications facility/tower • utility substation • water tower <p>Institutional/Public Uses:</p> <ul style="list-style-type: none"> • church or other place of worship • institutional facilities for the developmentally disabled/mentally ill • museum or gallery • post office • university or college <p>Park Uses:</p> <ul style="list-style-type: none"> • driving range (not a primary use) <p>Commercial Uses:</p> <ul style="list-style-type: none"> • cargo transfer/consolidation • data processing, call center • fireworks sales </div>

3.18 Mixed-Use: Community Center (MXC)



C. Lot Standards

Minimum Lot Area + 10,000 square feet	Min. Side Yard Primary Struct. Setback (measured from adjacent property line) + 11 feet
Maximum Lot Area + 10 acres (435,600 square feet)	Min. Rear Yard Primary Struct. Setback (measured from rear property line) + 30 feet
Minimum Lot Width (measured at front setback/build-to line) + 50 feet	Minimum Living Area per Dwelling (for primary structures) + 650 square feet
Maximum Lot Depth + not applicable	Minimum Ground Floor Living Area (for primary structures) + not applicable
Maximum Lot Coverage (including all hard surfaces) + 75%	Maximum Primary Structures per Lot + 1
Min. Front Yard Primary Struct. Setback (measured from street right-of-way) + 50 feet when adjacent to an Arterial Street + 30 feet when adjacent to a Collector Street + 20 feet when adjacent to a Local Street	Maximum Height (for primary structures) + 45 feet + See Chapter 7.14, for telecommunications facility height requirements



Illustrative Layout (Does not reflect all requirements contained within this Ordinance.)

Title	Art./Page #
Overlay Districts	Art. 5
Development Standards	Art. 7
7.2 Height	7-3
7.3 Acc. Use & Struct.	7-5
7.4 Temp. Use & Struct.	
Part 1	7-11
7.6 Residential	
Part 1	7-17
7.7 Home Occupation	7-20
7.9 Environmental	7-25
7.10 Parking	
Part 1	7-29
Part 3	7-35
7.11 Loading	7-40
7.12 Entrance/Drive	7-42
7.13 Sight Visibility	7-47
7.14 Telecommunications	7-48
7.15 Fence, Hedge, & Wall	
Part 1	7-54
Part 3	7-55
7.16 Landscaping	7-56
7.17 Buffering & Screening	
Part 1	7-64
Part 2	7-67
7.18 Exterior Lighting	7-68
7.19 Large Scale Retail	7-72
Sign Standards	Art. 8
8.1 General	8-1
8.3 Non-Residential	
Part 1	8-9
Part 2	8-11
Site Development Plans	Art. 9

Cross-References

ASSESSOR PROPERTY RECORD CARD



Summary

Parcel ID 41-08-03-073-034,000-009
 Tax ID 5100 03 01 07 100
 Section Plat 53
 Routing Number FRANKLIN COMMUNITY
 Neighborhood 4131001 - RURAL FRANKLIN TWP
 Property Address 260 Branigan Rd
 Franklin, IN 46131
 Legal Description WNW/4 S3 T17 R4
 Acreage 5
 Class Agri Containing Sprinkler System
 Tax District/Area 009 - FRANKLIN CITY - FRANKLIN TWP

Owners

Deeded Owner
 Hirschy Matthew S & Hirschy Kathleen M
 260 Branigan Rd
 Franklin IN 46131

Land

Land Type	Soil ID	Actual Front	Acreage	Effect Front	Effect Depth	Prod Factor	Depth Factor	Meas Sq Ft
HOME SITE			1.000			1.00	1.00	43560
TH IABLE LAND	CsB2		2.216			0.94	1.00	174,240
RESIDENTIAL EXCESS ACREAGE			1.541			1.00	1.00	
TH IABLE LAND	Bt		0.093			1.28		
TH IABLE LAND	CrA		0.176			1.02		

Farm Land Computations

Parcel Acreage 5
 81 Legal Drain NV [-] 0
 82 Public Roads NV [-] 0
 83 UT Towers NV [-] 0
 9 Homesteads [-] 1
 Total Acres Farmland 2,424.9
 True Tax Value 35,700.00
 Measured Acres 2,424.9
 Average True Tax Value/Acre 1,437.00
 True Tax Value Farmland 35,700.00
 Classified Land Total 0
 Homesteads Value (+) 36,900.00
 Total Land Value 62,100.00

Residential Dwellings

Card D1			
Residential Dwelling 1			
Occupancy			
Story Height	1.0		
Roofing	Multiple Asphalt Shingles		
Adic	None		
Basement Type	U2		
Basement Fin. Room	None		
Finished Rooms	4		
Bathrooms	3		
Family Room	1		
Dining Room	1		
Total Baths	1.3 Total		
Total Baths	1.2 Total		
4 Picture Baths	0.0 Total		
5 Picture Baths	0.0 Total		
Kitchen Sinks	1.2 Total		
Water Heaters	1.2 Total		
Cooling Air	No		
Primary Heat	Central Water Air		
Exterior Features	3		
Total Pictures	7		
Hurricane	Yes		
Features	Masonry fireplace		
	Masonry stair 104		
Porchs and Decks	Masonry Stoop 12		
	Masonry Stoop 10		
	CONCRETE		
Wd Beam/Spl. Frame/Cut/Sidg	MULTI-TYPE POLY BURN ALL WALLS 35-36" WOOD FRAME LEAN TO 576 OF WOOD FRAME LEAN TO 3410.31		
Levl Upd/Inl	2016/2011		
Construction	Floor	Bas. Area (sf)	Fin. Area (sf)
Wood frame	1.0	1747	1747
	B	875	0
	Crawl	770	0
	Total	2770	1747

Improvements

Card D1

ID	Use	Stry	Cont	Grads	Year	PM	Cond	Base	Features	Adj	Stat/
		Hgt	Type		Comm	Year				Rate	Area
01	LAWN			C	1960	1960	AW	0000	M45 M45 572	0	2767
02	7.5AM	10	ME 14	C	1962	1962	AW	1755	B	2750	21 x 16
03	11.4M10	10	WOOD FRAME	C	1982	1982	AW	1708	C	1746	12 x 18
04	11.4M10	10	WOOD FRAME	C	1985	1985	AW	1756		1746	20 x 18

Transfers

Date	Owner 1	Owner 2	Book & Page	Amount
12/3/2021	114184011 INTEREST WAYNE & NORMA B. JR			\$280,000

Transfer History

Date	Transfer From	Instrument	Book	Page	Doc Num
12/3/2021	114184011 INTEREST WAYNE & NORMA B. JR	Warranty Deed			2021012644

Valuation

Assessment Year		01/01/2022	01/01/2023	01/01/2024	01/01/2025	01/01/2026
Exemption for Change		Amount	Amount	Amount	Amount	Amount
VALUATION	Land	\$67,100	\$67,100	\$67,100	\$67,100	\$67,100
(Assessed Value)	Improvements	\$155,000	\$155,000	\$155,000	\$155,000	\$155,000
VALUATION	Other	\$227,400	\$227,400	\$227,400	\$227,400	\$227,400
(Assessed Value)	Improvements	\$665,000	\$665,000	\$665,000	\$665,000	\$665,000
	Total	\$1,014,500	\$1,014,500	\$1,014,500	\$1,014,500	\$1,014,500

Deductions

Type	Description	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019	2017 Pay 2018	2016 Pay 2017
Over 61	Age Credit	\$12,000.00	\$11,000.00	\$12,480.00	\$12,480.00	\$12,480.00	\$12,480.00
Homestead	Homestead Expt	\$12,480.00	\$12,480.00	\$12,480.00	\$12,480.00	\$12,480.00	\$12,480.00
Homestead	Homestead Credit	\$12,480.00	\$12,480.00	\$12,480.00	\$12,480.00	\$12,480.00	\$12,480.00

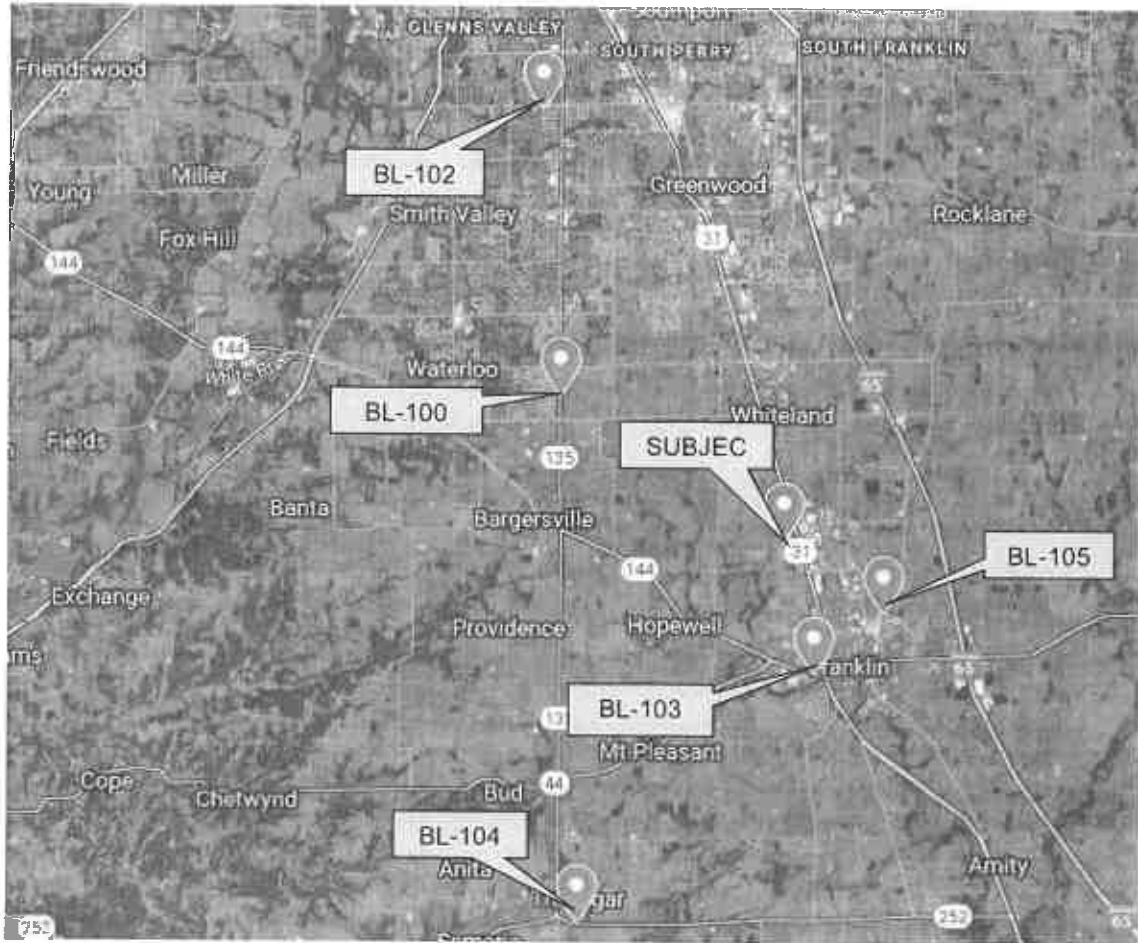
Tax History

	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019	2017 Pay 2018	2016 Pay 2017
Spring Tax	\$708.30	\$686.30	\$621.72	\$1,051.18	\$1,051.18	\$1,051.18
Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fall Tax	\$708.30	\$686.30	\$621.72	\$1,051.18	\$1,051.18	\$1,051.18
Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt MTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt MTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Annual	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTSC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMS Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Census Rebate	\$119.76	\$119.76	\$119.76	\$119.76	\$119.76	\$119.76
Over 61 CR	\$119.76	\$119.76	\$119.76	\$119.76	\$119.76	\$119.76
Charges	\$1,227.60	\$1,177.36	\$1,003.44	\$2,101.24	\$2,101.24	\$2,101.24
Surplus	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Tax	\$1,227.60	\$1,177.36	\$1,003.44	\$2,101.24	\$2,101.24	\$2,101.24

Payments

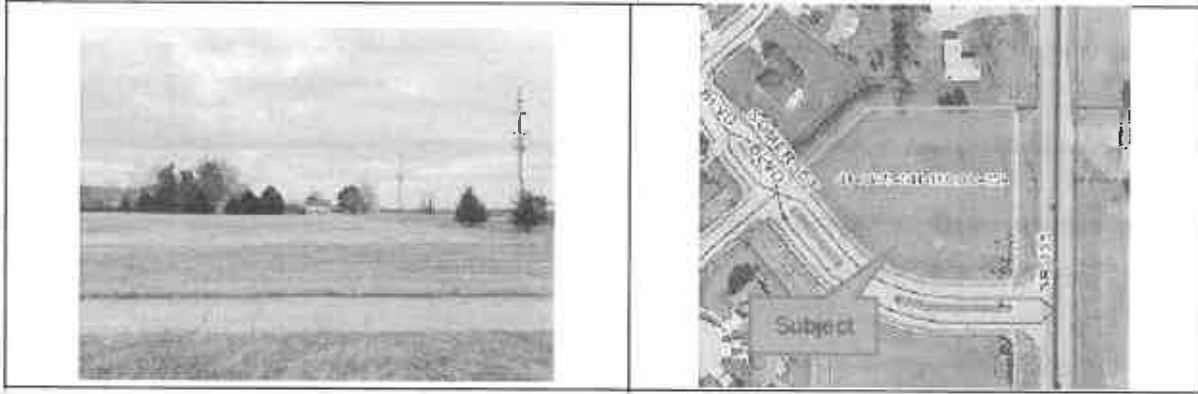
Year	Invoice #	Transaction Date	Amount
2021 Pay 2022			\$0.00
2020 Pay 2021	1638974	11/5/2021	\$686.30
2020 Pay 2021	1646263	1/3/2021	\$621.72
2020 Pay 2021	1658742	1/19/2021	\$1,051.18
2020 Pay 2021	1663673	1/30/2021	\$1,051.18
2020 Pay 2021	1665593	1/12/2021	\$1,051.18
2020 Pay 2021	1677561	2/8/2021	\$1,051.18
2020 Pay 2021	1677561	1/17/2021	\$1,051.18
2020 Pay 2021	1686032	1/7/2021	\$1,051.18
2020 Pay 2021	1686032	1/17/2021	\$1,051.18
2020 Pay 2021	1686032	1/17/2021	\$1,051.18

COMPARABLE SALES MAP



Comparable Sales (Vacant Land) Franklin Westside Interceptor Project

SALES OF COMPARABLE PROPERTIES UNIMPROVED LAND COMPARABLE



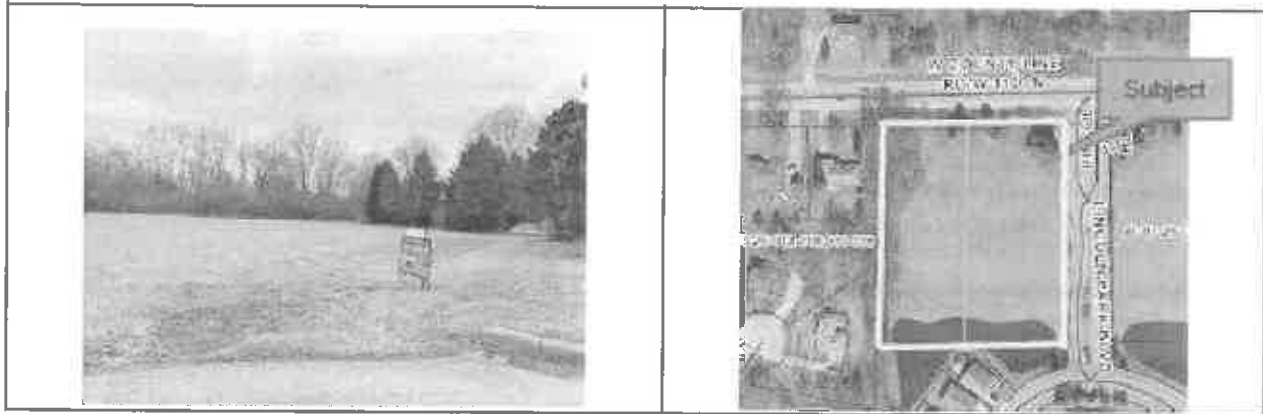
Date Sold	<u>02/07/2020</u>	Act. Price	<u>\$325,000</u>	Size	<u>1.650 acres</u>	\$196,970 /Per Acre
Vendor	<u>Bargersville Board of Fire Trustees</u>			Vendee	<u>Elevated 2020 LLC</u>	
Property Address	<u>Approx. 5400 N. SR 135</u>			City	<u>Bargersville, IN</u>	
Legal Description	<u>WOODS @ SOMERSET COMMERCIAL SUB LOT 2</u>			Document #	<u>2020003403</u>	
Utilities	<u>All Municipal</u>	Sale info. Verified By	<u>IRED/Public Records</u>	Date Ver.	<u>02/08/2022</u>	
Financing	<u>Cash to Seller</u>			Zoning	<u>C-3 (Bargersville)</u>	
Condition of Sale	<u>Arm's Length</u>			Highest & Best Use	<u>Commercial development</u>	

Comments:

Sale is located at the entrance to a residential subdivision on the west side of SR 135 south of Smokey Row Rd. The site has frontage on SR 135 and Somerset Blvd. There is commercial development along SR 135, with mostly single-family residential development to the west of this tract. Johnson County parcel number 41-04-23-041-116.000-039. Per Costar data, average traffic counts at the nearest intersection are roughly 15,000/day.

Appraiser's Name	<u>Lorrie D. Miller</u>	Broker No.	<u>N/A</u>	Appraisal Lic. No.	<u>CG40200140</u>
Appraiser's Name	<u>Glenn Dickerson</u>	Broker No.	<u>N/A</u>	Appraisal Lic. No.	<u>CG41100015</u>
County	<u>Johnson</u>	Township	<u>White River</u>	Type Property	<u>Bare Land</u>
Project No.	<u>231120-04-002</u>	Type:	<u>Commercial</u>	Comp. No.	<u>BL-102</u>

**SALES OF COMPARABLE PROPERTIES
UNIMPROVED LAND COMPARABLE**



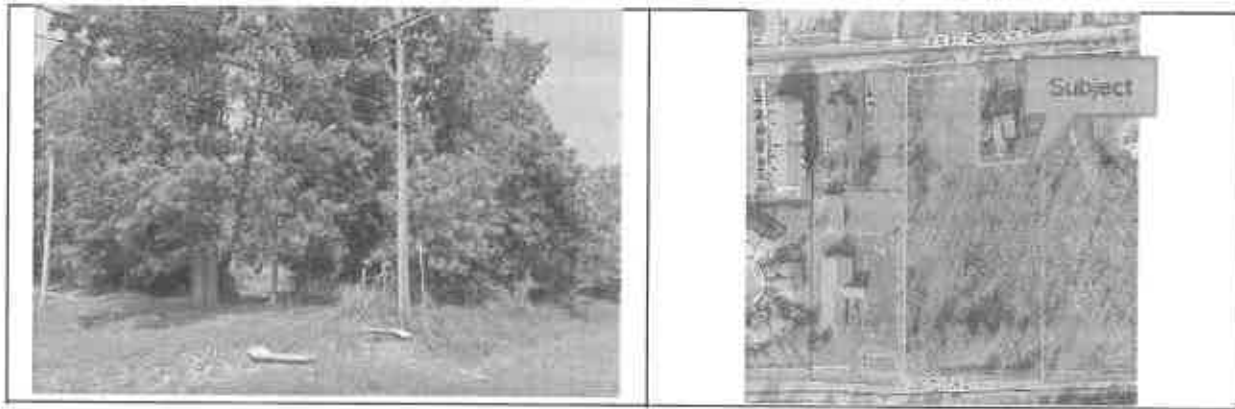
Date Sold	<u>10/21/2019</u>	Act. Price	<u>\$299,900</u>	Size	<u>2.660 acres</u>	\$/Per Acre	<u>\$112,744</u>
Vendor	<u>Beineke Investments LLC</u>			Vendee	<u>SMJ Realty LLC</u>		
Property Address	<u>1260 Lincoln Park Blvd.</u>			City	<u>Greenwood, IN</u>		
Legal Description	<u>Lincoln Park Replat of Lot 82 Now Lot 82A</u>			Document #	<u>2019024264</u>		
Utilities	<u>All Municipal</u>	Sale info. Verified By	<u>IRED/Public Records</u>	Date Ver.	<u>02/08/2022</u>		
Financing	<u>Cash to Seller</u>			Zoning	<u>PUD</u>		
Condition of Sale	<u>Arm's Length</u>			Highest & Best Use	<u>Commercial development</u>		

Comments:

The sale includes two adjacent tracts located at the southwest corner of County Line Rd. and Lincoln Park Blvd. The tracts have access only from Lincoln Park Blvd. Residential uses are on the north, west, and south ends of the tracts. Commercial uses are to the east. Johnson County parcel numbers 41-03-26-012-113.000-038 and 41-03-26-012-114.000-038. Per Costar data, average traffic counts at the nearest intersection are roughly 12,000/day.

Appraiser's Name	<u>Lonnie D. Miller</u>	Broker No.	<u>N/A</u>	Appraisal Lic. No.	<u>CG40300140</u>
Appraiser's Name	<u>Glenn Dickerson</u>	Broker No.	<u>N/A</u>	Appraisal Lic. No.	<u>CG41100015</u>
County	<u>Johnson</u>	Township	<u>White River</u>	Type Property	<u>Bare Land</u>
Project No.	<u>231120-04-002</u>	Type:	<u>Commercial</u>	Comp. No.	<u>BL-102</u>

**SALES OF COMPARABLE PROPERTIES
UNIMPROVED LAND COMPARABLE**



Date Sold	<u>3/5/2021</u>	Act. Price	<u>\$280,000</u>	Size	<u>3.283 acres</u>	<u>\$85,288</u>	/Per Acre
Vendor	<u>Prestige Management Group, Inc.</u>			Vendee	<u>Palya, LLC</u>		
Property Address	<u>1001 W. Jefferson Blvd.</u>			City	<u>Franklin, IN</u>		
Legal Description	<u>Pt SEC 5EQ Section 15, Township 12N, Range 4E</u>			Document #	<u>2021-007409</u>		
Utilities	<u>Water & sewer</u>						
	<u>near site</u>	Sale info. Verified By	<u>MIBOR/Public Records</u>	Date Ver.	<u>05/04/2022</u>		
Financing	<u>Cash to Seller</u>			Zoning	<u>MXC - Commercial</u>		
Condition of Sale	<u>Arm's Length</u>			Highest & Best Use	<u>Commercial development</u>		

Comments:

The sale is located between Jefferson St. and Hospital Rd., roughly 1/4 mile west of the U.S. 31 interchange at Jefferson St. The tract has frontage on and access from Jefferson St. and Hospital Rd. Surrounding uses include residential and commercial. Johnson County parcel number 41-09-15-044-040.000-009. Per Costar data, average traffic counts at the nearest intersection are roughly 10,000/day.

Appraiser's Name	<u>Lonnie D. Miller</u>	Broker No.	<u>N/A</u>	Appraisal Lic. No.	<u>CG40200140</u>
Appraiser's Name	<u>Glenn Dickerson</u>	Broker No.	<u>N/A</u>	Appraisal Lic. No.	<u>CG41100015</u>
County	<u>Johnson</u>	Township	<u>Franklin</u>	Type Property	<u>Bare Land</u>
Project No.	<u>231120-04-002</u>	Type:	<u>Commercial</u>	Comp No.	<u>BL-103</u>

**SALES OF COMPARABLE PROPERTIES
UNIMPROVED LAND COMPARABLE**



Date Sold	<u>10/23/2020</u>	Act. Price	<u>\$250,000</u>	Size	<u>3.582 acres</u>	<u>\$69,793</u> /Per Acre
Vendor	<u>Triumph Acquisitions, LLC</u>	Vendee	<u>Vasudeva & Meghana</u>			
Property Address	<u>2600 - 2700 W. SR 252</u>		<u>Raghavendra</u>			
Legal Description	<u>Pt SEQ NWQ Section 12, Township 11N, Range 3E</u>	City	<u>Trafalgar, IN</u>			
Utilities	<u>Water & Sewer</u>	Document #	<u>2020-033237</u>			
	<u>on site</u>	Sale Info. Verified By	<u>MIBOR/Public Records</u>	Date Ver.	<u>05/04/2022</u>	
Financing	<u>Cash to Seller</u>	Zoning	<u>CB - Commercial</u>			
Condition of Sale	<u>Arm's Length</u>	Highest & Best Use	<u>Commercial development</u>			

Comments:

MIBOR BLC #21895734. DOM = 160.

The sale includes three adjacent tracts located at the northwest corner of SR 252 and Pleasant St. The tracts have frontage on and access from SR 252 and Pleasant St. Surrounding development includes mostly commercial and special uses along SR 252, with mostly residential uses to the north and south of the SR 252 corridor. Johnson County parcel numbers 41-10-12-024-075.000-018, 41-10-12-024-079.000-016, and 41-10-12-024-074.000-016. Per Costar data, average traffic counts at the nearest intersection are roughly 4,000/day.

Appraiser's Name	<u>Lonnie D. Miller</u>	Broker No.	<u>N/A</u>	Appraisal Lic. No.	<u>CG40200140</u>
Appraiser's Name	<u>Glenn Dickerson</u>	Broker No.	<u>N/A</u>	Appraisal Lic. No.	<u>CG41100015</u>
County	<u>Johnson</u>	Township	<u>Hensley</u>	Type Property	<u>Bare Land</u>
Project No.	<u>231120-04-002</u>	Type:	<u>Commercial</u>	Comp. No.	<u>BL-102</u>

**SALES OF COMPARABLE PROPERTIES
UNIMPROVED LAND COMPARABLE**



Date Sold	<u>2/10/2020</u>	Ac. Price	<u>\$48,500</u>	Size	<u>1.04 acres</u>	<u>546,835</u>	/Per Acre
Vendor	<u>Legacy Investments, LLC</u>	Vendee	<u>Wilson Farm Properties, LLC</u>				
Property Address	<u>1551 Amy Ln.</u>	City	<u>Franklin, IN</u>				
Legal Description	<u>HURRICANE INDUSTRIAL PARK LOT 11</u>	Document #	<u>2020-004499</u>				
Utilities	<u>Water & Sewer</u>						
	<u>on site</u>	Sale info. Verified By	<u>MIBOR/Public Records</u>	Date Ver.	<u>05/04/2022</u>		
Financing	<u>Cash to Seller</u>	Zoning	<u>HL Industrial</u>				
Condition of Sale	<u>Arm's Length</u>	Highest & Best Use	<u>Industrial development</u>				

Comments:

The sale is located within the Hurricane Industrial Park on the northeast side of Franklin IN. The tract has frontage on and access from Amy Ln. Johnson County parcel number 41-08-12-033-006.011-016. Per Costar data, average traffic counts at the nearest intersection are roughly 5,000/day.

Appraiser's Name	<u>Lonnie D. Miser</u>	Broker No.	<u>N/A</u>	Appraisal Lic. No.	<u>CG40200140</u>
Appraiser's Name	<u>Glen Dickerson</u>	Broker No.	<u>N/A</u>	Appraisal Lic. No.	<u>CG41100015</u>
County	<u>Johnson</u>	Township	<u>Needham</u>	Type Property	<u>Bare Land</u>
Project No.	<u>231120-04-002</u>	Type:	<u>Industrial</u>	Comp. No.	<u>BL-105</u>