

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	08.28.2023	Meeting Date:	09.05.2023
Contact Information:			
Requested by:	Lynnette Gray		
On Behalf of Organization or Individual:		City of Franklin	
Telephone:	317-738-3365		
Email address:	lynng@igmlawfirm.com		
Mailing Address:	63 E. Court St., P.O. Box 160, Franklin, IN 46131		
Describe Request:			
Approval of Yarnell Dedication of Right of Way and Dedication of Right of Way Agreement			
List Supporting Documentation Provided:			
Dedication of Right of Way with Exhibits			
Dedication of Right of Way Agreement with Exhibits			
Who will present the request?			
Name:	Lynnette Gray, City Attorney	Telephone:	317-738-3365

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

DEDICATION OF RIGHT OF WAY AGREEMENT

This Dedication Agreement ("Agreement") is made and entered into this ____ day of August, 2023, by and between the City of Franklin, a municipality organized and existing under the laws of the State of Indiana by and through its Board of Public Works and Safety, and its successors and assigns ("City"); and Gerald R. Yarnell, II an individual and his successors and assigns ("Yarnell") ("City" and "Yarnell", referred to individually, as a party ("Party") and collectively as the ("Parties").

RECITALS

WHEREAS, Yarnell is the owner of certain real estate located in Franklin, Indiana 46131 generally known as parcel number 41-08-02-021-004.000-009 and more particularly described in attached Exhibit "A" ("Grantor Parcel"); and

WHEREAS, Yarnell is prepared to grant right of way to the City consisting of a portion of the Grantor's Parcel that is more particularly described in the attached Exhibit "B" (Right of Way description) and Exhibit "C" (Right of Way plat) for purposes of the construction of roadway improvements and relocation of certain utilities within the right of way; and

WHEREAS, the City is desirous of accepting the right of way in consideration of the construction of roadway improvements generally known as the Graham Road Extension and the right of way is necessary for the Graham Road Extension; and

WHEREAS, the Parties agree that the Graham Road Extension shall be of mutual benefit to both Parties and is necessary to perform the roadway improvements; and

WHEREAS, Yarnell currently has a Conditional Purchase Agreement to sell the Grantor Parcel to a third party known as Cold Summit who is aware of the dedication of right of way to the City and agrees that the dedication shall be beneficial to the future development of the property;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Representation, Acknowledgement and Covenant.

- 1.1 The above Recitals and Exhibits are true and accurate in all respects and incorporated within this Agreement as if fully rewritten herein. Recitals and Exhibits set forth above accurately describe the Grantor Parcel, the right of way and the desires of the Parties.
- 1.2 True and Correct Statement. As a condition to the signing of this

Agreement, the Parties rely on the truth, completeness and correctness of the statements and representations made herein, including the Recitals and Exhibits, and represent for themselves that this Agreement contains no material of misrepresentation or omissions by any of the Parties to this Agreement.

- 1.3 Good Faith. As of the effective date, the Parties and their agents have acted at all times in a fair and reasonable manner, and in good faith in connection with their negotiations and in connection with this Agreement. The execution and delivery of this Agreement by the Parties was and is their free and voluntary and deed, without any misapprehension as to the effect thereof, and without any coercion, duress, overreaching or any other misconduct by the other Party or their agents.
- 1.4 Authority to Execute. The Parties agree that each of them have the power to enter into this Agreement and bind themselves, their heirs and assigns to the terms of this Agreement and acknowledge this Agreement creates and constitutes a legal, valid, enforceable and binding obligation upon each of the Parties in accordance with its respective terms.

Section 2. Consideration and Right of Way Dedication. Yarnell agrees that in consideration of the extension of Graham Road he shall dedicate right of way as identified on the attached Exhibit "B"; and which is schematically shown on the attached Exhibit "C" to the City of Franklin as a fee simple dedication of right of way. In consideration, the City agrees that it shall construct the Graham Road extension adjacent to the Yarnell property in substantial accordance with the proposed plans submitted by Cold Summit Storage to the City of Franklin as identified on the attached Exhibit "D".

Section 3. Consideration by the City. The City agrees that in consideration of the dedication of right of way by Yarnell, that it shall perform the following:

- a. The City agrees to "stub" a sewer line on the north side of the Yarnell property under Road 300 N as shown on Exhibit "E" which is attached hereto;
- b. Should the City of Franklin begin work in the right of way prior to harvesting of the 2023 crops planted on the right of way, the City shall pay to the tenants of Yarnell for damage to crops caused by the City, its contractors or agents calculated at a rate of \$1,350.00 per acre for those crops that are damaged;
- c. The City shall take all reasonably necessary steps, as determined in accord with industry standards, to address adequate drainage for the road structure including bringing in appropriate fill to provide drainage systems.

Section 4. Time is of the Essence. The Parties further acknowledge that time is of the essence with respect to the time for performance of the terms and provisions of the terms and provisions of this Agreement.

Section 5. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by overnight delivery service such as Federal Express, and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed three (3) business days after the date of posting of the United States Post Office, or (iii) if sent by overnight delivery service, the first business day after deposit such notice of such delivery service.

To the City: City of Franklin
 Office of the Mayor
 70 E. Monroe St.
 Franklin, IN 46131

With Copy to (not constituting notice):
 City Attorney
 Lynnette Gray
 63 E. Court St.
 Franklin, IN 46131

To Yarnell: Gerald R. Yarnell, II
 1864 N. 125 West
 Franklin, IN 46131

With Copy to (not constituting notice):
 Attorney Larry Gesse
 1010 W. Jefferson St.
 Franklin, IN 46131

Section 6. Separate Signatures. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of persons required to bind any Party, appear on each counterpart.

All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

Section 6. Effectiveness. This Agreement shall become effective upon the last date of any Party to execute this Agreement ("effective date").

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year stated below.

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

Voting Affirmative:

Voting Opposed:

Mayor Steve Barnett

Mayor Steve Barnett

Tina Gross, Member

Tina Gross, Member

Kenneth Austin, Member

Kenneth Austin, Member

Attest:

Jayne Rhoades,
City Clerk-Treasurer

Yarnell:

Gerald R. Yarnell, II

STATE OF INDIANA)
) SS:
COUNTY OF Johnson)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gerald R. Yarnell, II being first duly sworn upon her oath and acknowledged the execution of the foregoing Affidavit of Survivorship and the facts therein set forth are true and correct.

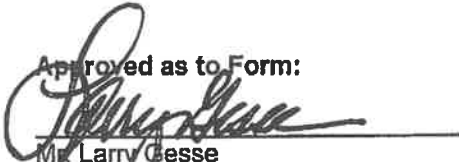
WITNESS MY HAND AND NOTARIAL SEAL THIS 28 DAY OF August, 2023.

Erika L. McCarty
Notary Public
Printed: Erika L. McCarty
Resident of Johnson County

My Commission Expires:
February 08, 2026



Approved as to Form:



Mr. Larry Gesse
Attorney at Law

This instrument prepared by Lynnette Gray, Attorney at Law.

Exhibit "A"

Part of the Northwest Quarter of Section 2, Township 12 North, Range 4 East of the Second Principal Meridian Franklin Township, in the City of Franklin, Johnson County, Indiana, described as follows:

BEGINNING at a railroad spike found per ties at the northeast corner thereof; thence South 00 degrees 23 minutes 05 seconds West (the basis of bearings are referenced to grid bearings based on NAD 83 Indiana State Plane Coordinate System, East Zone per Indiana Department of Transportation (INDOT) Continuously Operating Reference Stations (InCORS) real-time kinematic (RTK) correction service September 2018) along the east line thereof 1781.98 feet to the southeast corner of the northwest quarter (rebar found leaning at the side of a ditch 0.6 feet south); thence South 89 degrees 23 minutes 44 seconds West along the south line thereof 960.03 feet to a rebar found 9 inches deep at the southeast corner of the 4.4-acres' land described in a Quitclaim Deed to Franklin Christian Fellowship recorded as Instrument 2007-010755; thence North 00 degrees 11 minutes 04 seconds East along the east line thereof and the east line of the 7-acres' plat of Miller Flex Space Section 2 recorded as Instrument 2008-017707 and the re-plat thereof recorded as Instrument 2008-025819 and the east line of the 5-acres' plat of Miller Flex Space Park recorded as Instrument 2004-014451 a distance of 822.11 feet to a mag spike set 2.55 feet east of the physical centerline of Graham Road and 1.46 feet west of the southwest corner of the 1.057-acres' land described in a Warranty Deed to Bradley M & Amanda K Denton recorded as Instrument 2011-025685; thence North 88 degrees 58 minutes 18 seconds East along the south line of said Denton land 159.98 feet to the southeast corner thereof (rebar found 6 inches deep 1.3 feet east); thence North 00 degrees 11 minutes 04 seconds East along the east line of said Denton land 290.55 feet to a rebar with orange plastic cap marked MAIN STREET FIRM 0034 set at the northeast corner thereof; thence South 88 degrees 58 minutes 18 seconds West 7.53 feet to a rebar with orange plastic cap marked MAIN STREET FIRM 0034 set at the southeast corner of the 0.35+0.49-acres' land described in a Warranty Deed to Paul R & Daphne J Mowery recorded in Deed Book 191 Page 409; thence North 00 degrees 11 minutes 04 seconds East along the east line thereof and the east line of the 0.49-acres' land described in a Warranty Deed to Ryan Goins recorded as Instrument 2017-024635 and the east line of the 0.49-acres' land described in a Warranty Deed to Sandra H and Patrick L Gray recorded in Deed Book 253 Page 057 and the east line of the 0.49-acres' land described in a Warranty Deed to Samuel W & Pamela K Phelps recorded in Deed Book 258 Page 648 a distance of 662.08 feet to a mag spike set at the northeast corner thereof on the north line of the northwest quarter of Section 02; thence North 88 degrees 58 minutes 18 seconds East along said north line 813.93 feet to the POINT OF BEGINNING, containing 35.932 acres (1,565,213 SF), more or less.

EXHIBIT "B"

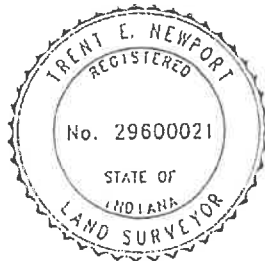
FEE

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 4 EAST, FRANKLIN TOWNSHIP, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 04 MINUTES 37 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1781.98 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 05 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 118.84 FEET; THENCE NORTH 01 DEGREES 03 MINUTES 19 SECONDS WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 16 SECONDS EAST A DISTANCE OF 60.35 FEET TO A NON-TANGENT CURVE; THENCE NORTHWESTERLY 88.11 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 2190.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 07 DEGREES 04 MINUTES 20 SECONDS WEST AND A LENGTH OF 88.10 FEET; THENCE NORTH 08 DEGREES 13 MINUTES 29 SECONDS WEST A DISTANCE OF 38.59 FEET; THENCE NORTHWESTERLY 331.81 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 2290.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 04 DEGREES 04 MINUTES 26 SECONDS WEST AND A LENGTH OF 331.52 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 37 SECONDS EAST A DISTANCE OF 909.64 FEET; THENCE NORTHWESTERLY 489.79 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 307.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 45 DEGREES 37 MINUTES 40 SECONDS WEST AND A LENGTH OF 439.47 FEET; THENCE SOUTH 88 DEGREES 40 MINUTES 03 SECONDS WEST A DISTANCE OF 399.08 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 24 SECONDS WEST A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 40 MINUTES 03 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 813.93 FEET TO THE POINT OF BEGINNING

CONTAINING 5.268 ACRES, MORE OR LESS.

I, TRENT E. NEWPORT, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION IS BASED ON AN ALTA/NSPS LAND TITLE SURVEY PERFORMED BY EDWARD J. SWEETLAND LS NO. 29900000, TITLED "COLD STORAGE" DATED JANUARY 11, 2023. NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT SAID SURVEY MIGHT REVEAL.



A handwritten signature in dark ink, appearing to read "Trent E. Newport".

TRENT E. NEWPORT
INDIANA LAND SURVEYOR
NO. LS 29600021

PREPARED BY:



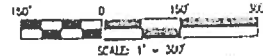
COUNTY: JOHNSON
SECTION: 2
TOWNSHIP: 12N
RANGE: 4E

EXHIBIT "C"

FEE

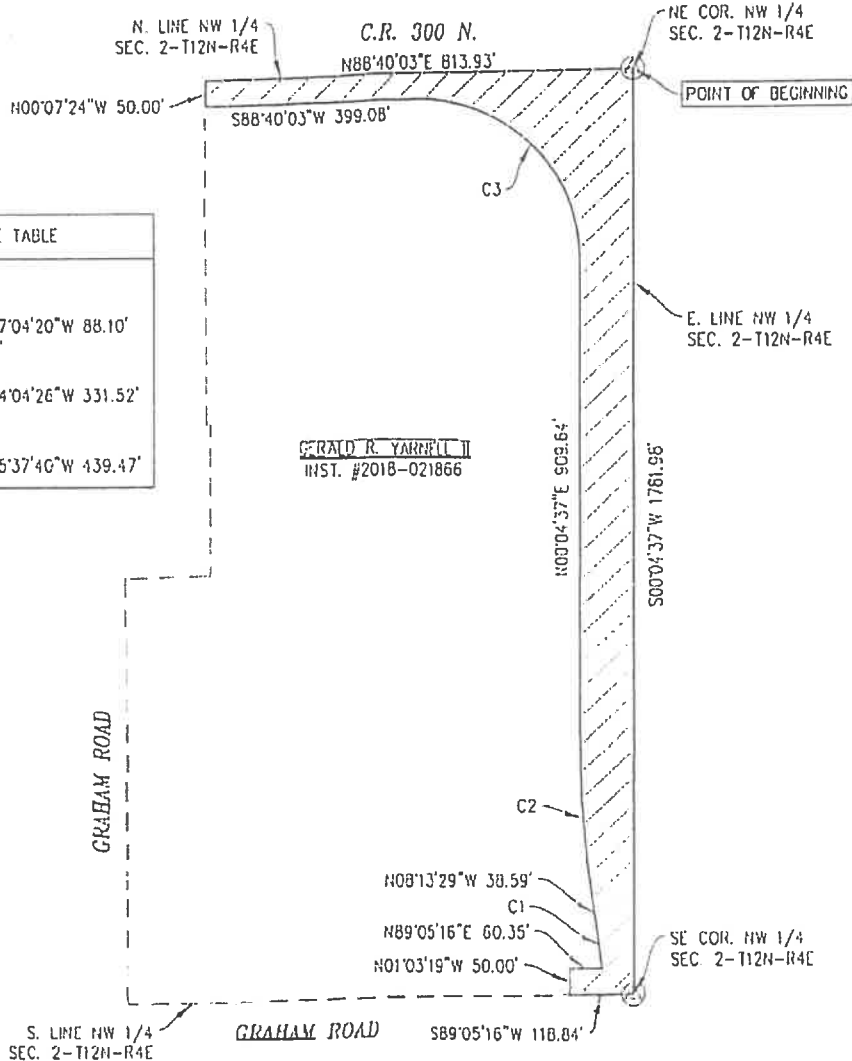
OWNER: GERALD R. YARHELL II

DRAWN BY: CJL 8-10-23
CHECKED BY: TEN 8-11-23



 HATCHED AREA IS THE APPROXIMATE TAKING

CURVE TABLE	
C1	R=2190.00' L=88.11' CHORD=N07°04'20"W 88.10'
C2	R=2290.00' L=331.81' CHORD=N04°04'26"W 331.52'
C3	R=307.00' L=489.79' CHORD=N45°37'40"W 439.47'



GERALD R. YARHELL II
INST. #2018-021866



THIS PLOT IS BASED ON AN ALTA/HSPS LAND TITLE SURVEY PERFORMED BY EDWARD J. SWEETLAND LS NO. 29900000, TITLED "COLD STORAGE" DATED JANUARY 11, 2023. NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT SAID SURVEY MIGHT REVEAL.

TRENT E. NEWPORT
REG. LAND SURVEYOR NO. 29600021
STATE OF INDIANA

8-11-2023
DATE

PREPARED BY:



Name: Parcel 1 Fee

=====

North: 198549.6009' East: 814069.3971'

Segment #1 : Line

Course: S00° 04' 37.29"W Length: 1781.980'

North: 196767.6225' East: 814067.0015'

Segment #2 : Line

Course: S89° 05' 16.29"W Length: 118.838'

North: 196765.7307' East: 813948.1786'

Segment #3 : Line

Course: N01° 03' 19.10"W Length: 50.000'

North: 196815.7222' East: 813947.2577'

Segment #4 : Line

Course: N89° 05' 16.29"E Length: 60.350'

North: 196816.6830' East: 814007.6001'

Segment #5 : Curve

Length: 88.109' Radius: 2190.000'

Delta: 002.3052 (d) Tangent: 44.061'

Chord: 88.103' Course: N07° 04' 19.99"W

Course In: S84° 04' 49.29"W Course Out: N81° 46' 30.73"E

RP North: 196590.8205' East: 811829.2782'

End North: 196904.1157' East: 813996.7528'

Segment #6 : Line

Course: N08° 13' 29.27"W Length: 38.585'

North: 196942.3038' East: 813991.2329'

Segment #7 : Curve

Length: 331.808' Radius: 2290.000'

Delta: 008.3018 (d) Tangent: 166.195'

Chord: 331.517' Course: N04° 04' 25.99"W

Course In: N81° 46' 30.73"E Course Out: N89° 55' 22.71"W

RP North: 197269.9050' East: 816257.6789'

End North: 197272.9831' East: 813967.6810'

Segment #8 : Line

Course: N00° 04' 37.29"E Length: 909.637'

North: 198182.6193' East: 813968.9039'

Segment #9 : Curve

Length: 489.787' Radius: 307.000'

Delta: 091.4095 (d) Tangent: 314.647'

Chord: 439.471' Course: N45° 37' 39.80"W

Course In: N89° 55' 22.71"W Course Out: N01° 19' 56.88"W

RP North: 198183.0320' East: 813661.9042'

End North: 198489.9491' East: 813654.7651'

Segment #10 : Line
Course: S88° 40' 03.12"W Length: 399.081'
North: 198480.6689' East: 813255.7921'

Segment #11 : Line
Course: N00° 07' 23.81"W Length: 50.004'
North: 198530.6728' East: 813255.6845'

Segment #12 : Line
Course: N88° 40' 03.12"E Length: 813.933'
North: 198549.5999' East: 814069.3974'

Perimeter: 5132.112' Area: 229461.35 Sq. Ft./5.268 Ac.
Error Closure: 0.0011 Course: S13° 04' 22.52"E
Error North: -0.00104 East: 0.00024
Precision 1: 4619544.545

EXHIBIT D (SHEET 1 OF 5)

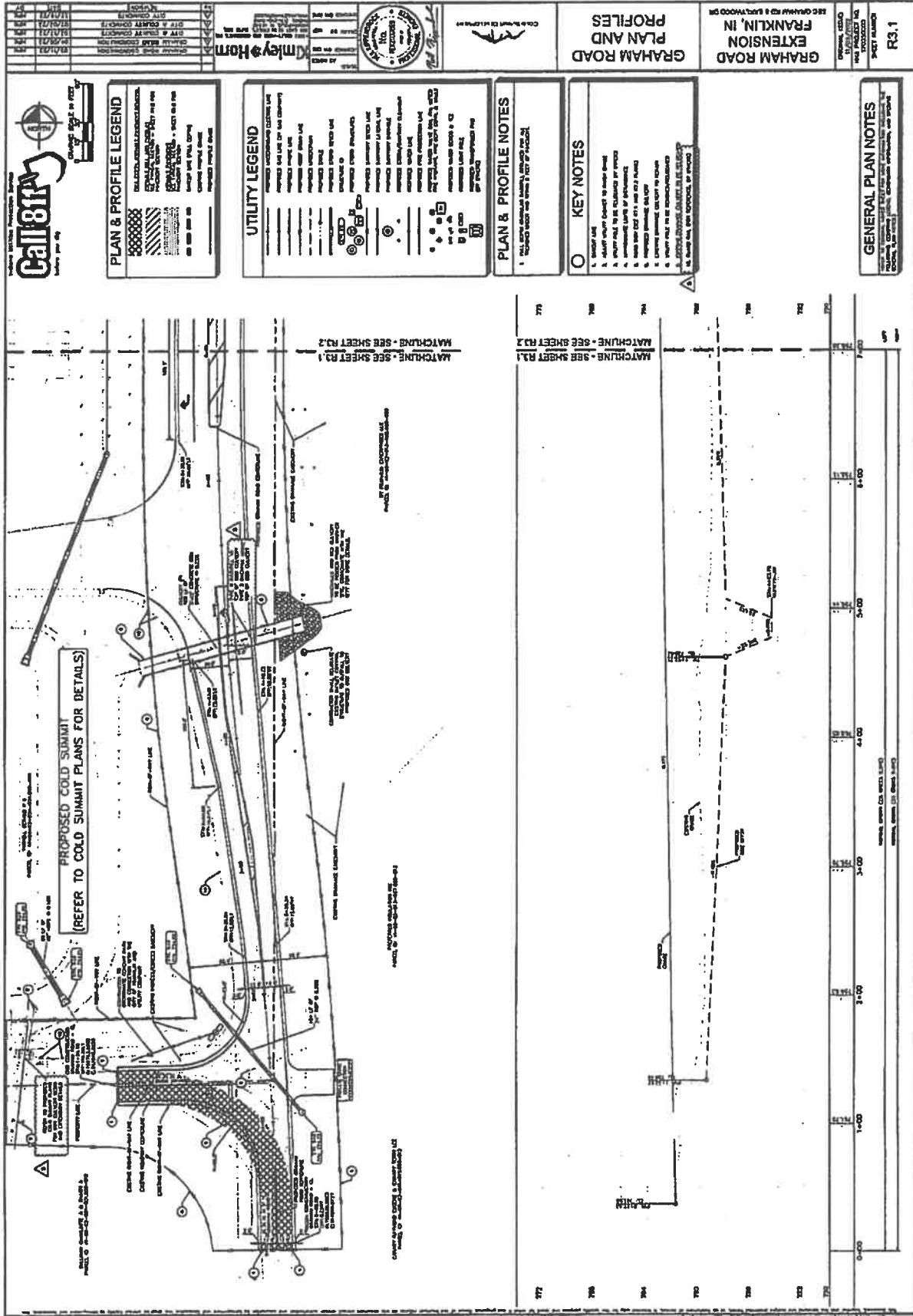
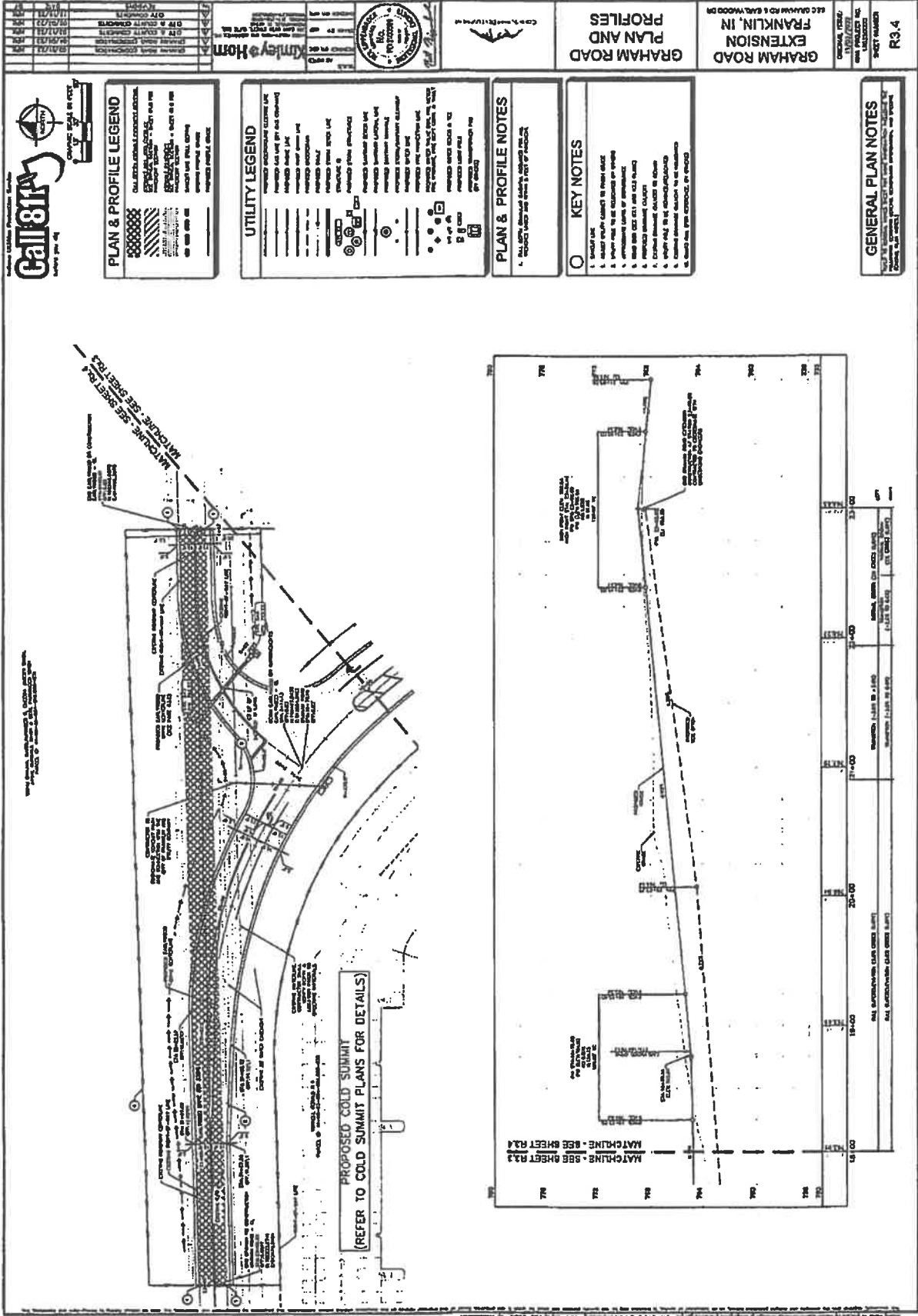
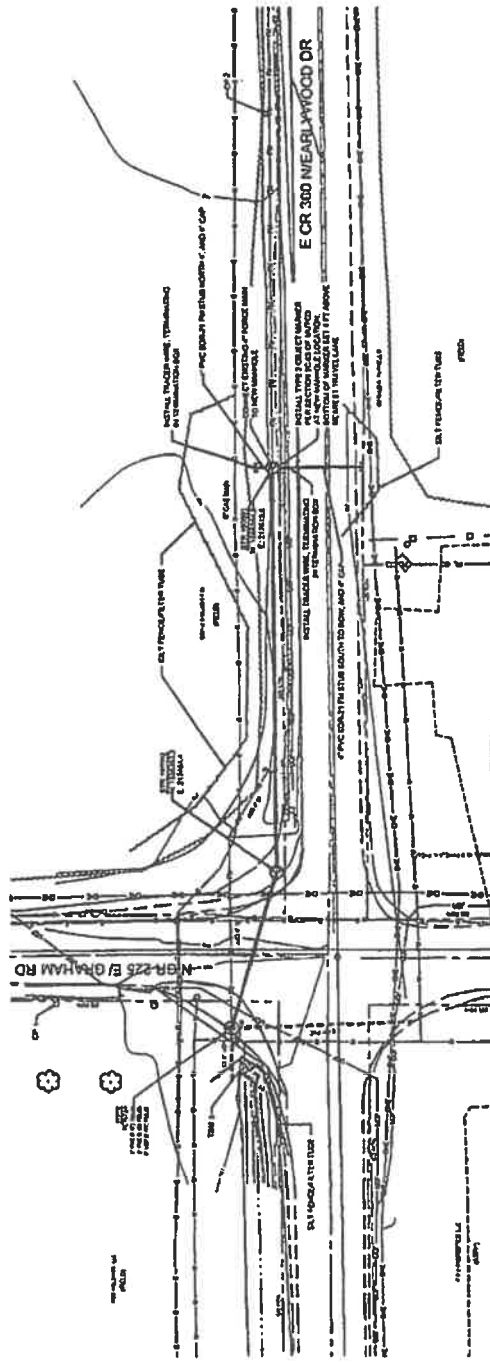


EXHIBIT D (SHEET 4 OF 5)



[illegible]

PROFILE - LINE A

SCALE VERIFICATION MANUFACTURED BY [REDACTED]		OWNER [REDACTED]	DESIGNED BY [REDACTED]	APPROVED BY [REDACTED]	DATE [REDACTED]	NO.	DATE	REVISIONS	 WESSLER ENGINEERING <i>Now there is a Product</i>		EARLYHOOD SANITARY SEWER EXTENSION CITY OF FRANKLIN, INDIANA PLAN AND PROFILE - LINE A		SHEET NO. 05 TOTAL SHEETS 10
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DEDICATION OF PUBLIC RIGHT-OF-WAY

The undersigned, Gerald R. Yarnell, II, individually ("Grantor"), in exchange for valuable consideration, the receipt and legal sufficiency of which the Grantor acknowledges, grants, dedicates, and conveys to the City of Franklin, Indiana, and its successors and assigns ("Grantee"), a perpetual public right-of-way as specified in the Grant of Right-of-Way Description identified in the attached Exhibit "A", and which is schematically shown on the attached Exhibit "B", relative to real property commonly known as North Graham Road, City of Franklin, Johnson County, Indiana, 46131.

See Instrument Number Deed Book 2018-021866 for reference.

The undersigned certifies and warrants that:

- 1) no Indiana gross income tax is due or payable by reason of this conveyance;
- 2) all conditions precedent to said dedication have been satisfied and/or waived;
- 3) the undersigned is the owner in fee simple of the above-referenced real property; and
- 4) authorized to execute this instrument on Grantor's behalf.

This Dedication of Public Right-of-Way is binding upon and inures to the benefit of the Grantor, its heirs, executors, administrators, personal representatives, successors and assigns, and Grantee and its successors and assigns, and constitutes a covenant running with the land.

IN WITNESS WHEREOF, the undersigned have set his hand, this 28 day of August, 2023.

Gerald Yarnell, II

Gerald Yarnell, II
Grantor

State of Indiana)
County of Johnson) SS:

My commission expires: 02/08/2026 Erika L. McCarty
Signed, Notary Public

My county of residence: Johnson Erika L. McCarty
Printed, Notary Public

INTRODUCED & APPROVED by the City of Franklin Board of Public Works and Safety,
this ____ day of _____, 2023.

Kenneth Austin, Member

ATTEST:

Jayne Rhoades,
City Clerk-Treasurer

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

"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."

Lynnette Gray

EXHIBIT "A"

FEE

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 4 EAST, FRANKLIN TOWNSHIP, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 04 MINUTES 37 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1781.98 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 05 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 118.84 FEET; THENCE NORTH 01 DEGREES 03 MINUTES 19 SECONDS WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 16 SECONDS EAST A DISTANCE OF 60.35 FEET TO A NON-TANGENT CURVE; THENCE NORTHWESTERLY 88.11 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 2190.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 07 DEGREES 04 MINUTES 20 SECONDS WEST AND A LENGTH OF 88.10 FEET; THENCE NORTH 08 DEGREES 13 MINUTES 29 SECONDS WEST A DISTANCE OF 38.59 FEET; THENCE NORTHWESTERLY 331.81 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 2290.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 04 DEGREES 04 MINUTES 26 SECONDS WEST AND A LENGTH OF 331.52 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 37 SECONDS EAST A DISTANCE OF 909.64 FEET; THENCE NORTHWESTERLY 489.79 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 307.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 45 DEGREES 37 MINUTES 40 SECONDS WEST AND A LENGTH OF 439.47 FEET; THENCE SOUTH 88 DEGREES 40 MINUTES 03 SECONDS WEST A DISTANCE OF 399.08 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 24 SECONDS WEST A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 40 MINUTES 03 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 813.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.268 ACRES, MORE OR LESS.

I, TRENT E. NEWPORT, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION IS BASED ON AN ALTA/NSPS LAND TITLE SURVEY PERFORMED BY EDWARD J. SWEETLAND LS NO. 29900000, TITLED "COLD STORAGE" DATED JANUARY 11, 2023. NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT SAID SURVEY MIGHT REVEAL.



A handwritten signature in black ink, appearing to read "Trent E. Newport".

TRENT E. NEWPORT
INDIANA LAND SURVEYOR
NO. LS 29600021

PREPARED BY:



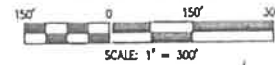
COUNTY: JOHNSON
SECTION: 2
TOWNSHIP: 12N
RANGE: 4E

EXHIBIT "B"

FEE

OWNER: GERALD R. YARNELL II

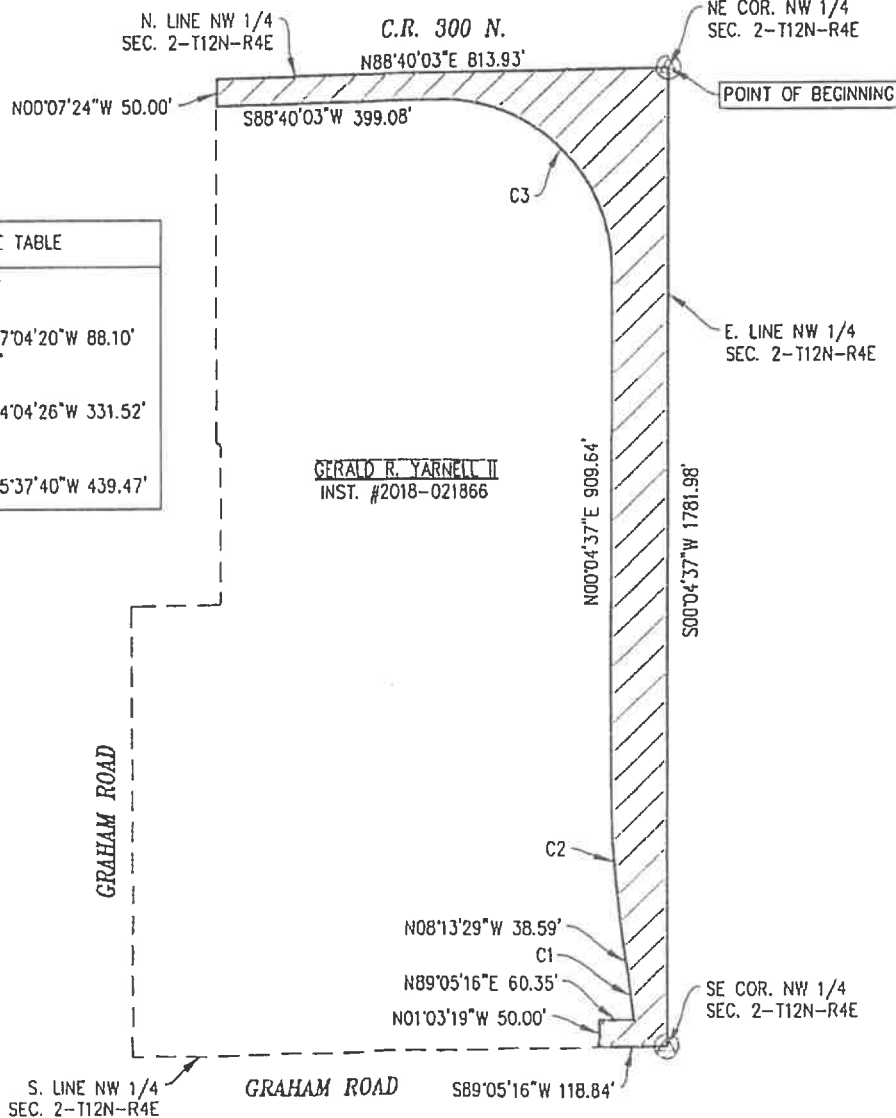
DRAWN BY : CJL 8-10-23
CHECKED BY : TEN 8-11-23




 HATCHED AREA IS THE APPROXIMATE TAKING



CURVE TABLE	
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TRENT E. NEWPORT
REG. LAND SURVEYOR NO. 29600021
STATE OF INDIANA
DATE 8-11-2023

PREPARED BY:



Name: Parcel 1 Fee

=====

North: 198549.6009' East: 814069.3971'

Segment #1 : Line

Course: S00° 04' 37.29"W Length: 1781.980'

North: 196767.6225' East: 814067.0015'

Segment #2 : Line

Course: S89° 05' 16.29"W Length: 118.838'

North: 196765.7307' East: 813948.1786'

Segment #3 : Line

Course: N01° 03' 19.10"W Length: 50.000'

North: 196815.7222' East: 813947.2577'

Segment #4 : Line

Course: N89° 05' 16.29"E Length: 60.350'

North: 196816.6830' East: 814007.6001'

Segment #5 : Curve

Length: 88.109' Radius: 2190.000'

Delta: 002.3052 (d) Tangent: 44.061'

Chord: 88.103' Course: N07° 04' 19.99"W

Course In: S84° 04' 49.29"W Course Out: N81° 46' 30.73"E

RP North: 196590.8205' East: 811829.2782'

End North: 196904.1157' East: 813996.7528'

Segment #6 : Line

Course: N08° 13' 29.27"W Length: 38.585'

North: 196942.3038' East: 813991.2329'

Segment #7 : Curve

Length: 331.808' Radius: 2290.000'

Delta: 008.3018 (d) Tangent: 166.195'

Chord: 331.517' Course: N04° 04' 25.99"W

Course In: N81° 46' 30.73"E Course Out: N89° 55' 22.71"W

RP North: 197269.9050' East: 816257.6789'

End North: 197272.9831' East: 813967.6810'

Segment #8 : Line

Course: N00° 04' 37.29"E Length: 909.637'

North: 198182.6193' East: 813968.9039'

Segment #9 : Curve

Length: 489.787' Radius: 307.000'

Delta: 091.4095 (d) Tangent: 314.647'

Chord: 439.471' Course: N45° 37' 39.80"W

Course In: N89° 55' 22.71"W Course Out: N01° 19' 56.88"W

RP North: 198183.0320' East: 813661.9042'

End North: 198489.9491' East: 813654.7651'

Segment #10 : Line
Course: S88° 40' 03.12"W Length: 399.081'
North: 198480.6689' East: 813255.7921'

Segment #11 : Line
Course: N00° 07' 23.81"W Length: 50.004'
North: 198530.6728' East: 813255.6845'

Segment #12 : Line
Course: N88° 40' 03.12"E Length: 813.933'
North: 198549.5999' East: 814069.3974'

Perimeter: 5132.112' Area: 229461.35 Sq. Ft./5.268 Ac.
Error Closure: 0.0011 Course: S13° 04' 22.52"E
Error North: -0.00104 East: 0.00024
Precision 1: 4619544.545