

## Staff Report – Agenda Item # 1

<b>Case number</b>	BZA-2023-01	<b>Property size</b>	102 ac
<b>Property address</b>	6199 S ST RD 13; 0 S SR 13	<b>Property zoning</b>	General Industrial
<b>Applicant(s)</b>	LKQ Midwest Inc. (Randy Smith) and FMC Advisors LLC (Chris Farrar)		
<b>Property owner(s)</b>	Carolyn L Wilson & Wilson Land Trust c/o Dick Wilson		

**Requested action:**

UDO V 10.1.2 Special Use application to permit Salvage/Junk Yard use in the General Industrial zoning district.

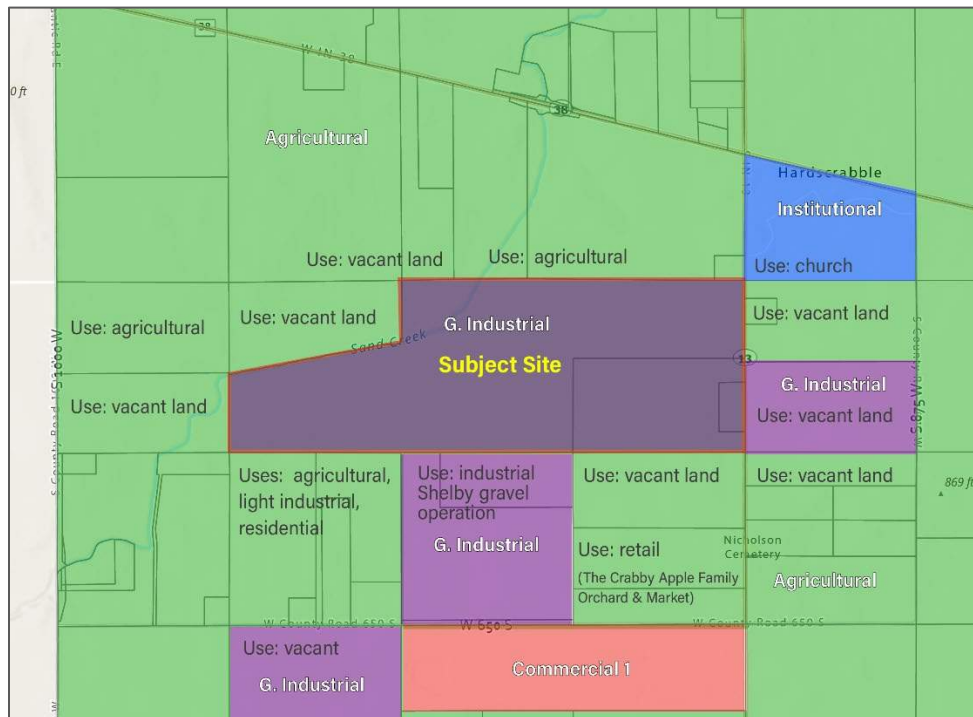
**Recommendation:**

APPROVE with conditions

**Exhibits:**

- |                                                                                                                                                                                     |                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>1. Location, zoning and land use map</li> <li>2. Aerial map</li> <li>3. Submittal</li> <li>4. Site Plan &amp; Building Elevations</li> </ol> | <ol style="list-style-type: none"> <li>5. Site &amp; Neighborhood Pictures</li> <li>6. Recommended land use (Comprehensive Plan)</li> <li>7. Parks Plan Exhibit</li> <li>8. Indiana Clean Yard Award Businesses</li> </ol> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ZONING AND LAND USE MAP**



## ABOUT PROJECT

### Location

The subject site is located on the west side of SR 13, about 975 feet south of the intersection of SR 38 and SR 13. The 102-acre subject site is comprised of three parcels, all in the same ownership, currently zoned General Industrial and used for farming (see Exhibits 1 & 2).

The surrounded zoning districts and uses can be seen on the previous page and in Exhibit 1. Also, the aerial view in Exhibit 2 shows the surrounding area uses as of 2023.

### Proposal

The petitioners, LKQ Midwest Inc., requests permission to conduct a Salvage/Junk yard Special Use at the subject site. Specifically, LKQ would like to conduct vehicle recycling and most storage operations indoors and some storage outside (see Exhibit 3. Submittal). Exhibit 4 (the site plan and the building elevations) show the following planned improvements:

- a building with offices and indoor facilities for dismantling vehicles and storing vehicle parts and fluids (≈133,400 sf);
- a parking lot to serve the office with parking landscaping;
- a storage yard around the building and on the rest of the lot;
- an 8-ft-tall metal fence to screen the storage yard around the entire perimeter of the yard;
- a planned landscape buffer outside of the fence;
- a drainage detention pond;
- a preserved floodplain area around the Sand (or Mud) Creek that the construction won't encroach into (west side of the project site).

The preliminary exhibits of the building and some examples of it being constructed in Colorado, Arizona, and Utah are in Exhibit 3 in the "Presentation" section.

## ANALYSIS

Per Lapel UDO Definitions, a **Junk Yard** is defined as *"A place, usually outdoors, where waste or discarded property, other than organic matter, including but not limited to automobiles and farm implements and trucks, is accumulated and is or may be salvaged for reuse or resale; this shall not include any industrial scrap metal yard. The storage, dealing in or the permitting of the accumulation of significant quantities of combustible, organic or nonmetal scrap materials such as, but not limited to, wood, paper, rags, garbage, tires, bones and shattered glass on the premises of such an establishment will disqualify it from being classified as a scrap metal yard, and the same will be classified as a junk yard."*

Per Lapel UDO Definitions, **Junk** is defined as, *"Scrap material, including but not limited to the following:*

- A. automotive or machinery equipment or parts, including used automotive tires;
- B. cloth and clothing;
- C. manufactured clay and porcelain products;

- D. manufactured plastic products;
- E. manufactured rubber products;
- F. paper and paper products;
- G. recyclable products of all kinds;
- H. scrap metal, including copper, brass, iron, steel, ferrous and nonferrous material;
- I. wood and wood products;
- J. wrecked and/or dismantled automotives;
- K. inoperable and exposed appliances;
- L. building debris;
- M. unused fill;
- N. old cable or cordage.

Given the types of activities proposed by the petitioner, this use is classified as a "Junk Yard".

Junk Yard use is a Special Use in the General Industrial zoning district, which means that the BZA has the authority to approve it as long as the proposed projects meets 4 criteria listed in Lapel's UDO and analyzed below. Please note that while the granting variances is a matter committed to discretion of the BZA, granting a Special Use approval is mandatory once the applicant shows compliance with relevant statutory criteria.

### **Criteria 1**

*The approval will not be injurious to the public health, safety, morals, and general welfare of the community.*

Junk Yard use has the potential to be injurious to the public health, but the way how the operations are conducted can minimize the risks. Based on Lapel UDO's definition of a junk yard, it assumes that some of the junk yard activities like dismantling and storage of the junk automobiles may happen outdoors. However, the applicant is proposing to conduct all dismantling operations inside of the building. All car fluids and car parts, except for the vehicle carcasses, would be stored inside of the building before they are transported elsewhere. Only vehicle carcasses would be stored in the fenced-in yard with the stored carcasses not exceeding 4 feet in height. Conducting dismantling activities indoors may mean the following:

- The noises associated with this activity will be greatly reduced by the building's walls and will be limited to the area of the building itself (the applicant states "no excess noise");
- The air emissions from indoor activities will likely go through the building's air condition system before being released outside (the applicant states "no smoke or smell");
- Since all fluids and combustible vehicle parts are meant to be stored indoors, any potential fires would be contained indoors first. The fire department could get to the fire quickly because the building is going to be located right by the state road. The carcasses stored outdoors shouldn't have any easily combustible parts, so the potential for fires starting within the storage yard is low. Should the fire happen outdoors, the pattern of storing the vehicles that LKQ demonstrates in other yards shows that a fire truck could generally access any row of vehicles.

This type of operation with most polluting activities happening indoors greatly reduces the risks to the public health and makes the operation a lot cleaner than some other uses typically allowed in the General Industrial zoning district.

There are many environmental regulations that the auto salvage yards have to abide by and these regulations are enforced by the Indiana Department of Environment Management (IDEM). Examples of areas that IDEM regulates are air, water, and soil pollution, stormwater runoff, hazardous waste disposal, and so on. IDEM has a page devoted specifically to [Auto Salvage Yards](#). Staff has this information here to show that certain public health and environment regulations relevant to salvage yards are within the authority of the state agency and not the local land use policies. The applicant would be required to apply for certain state permits as part of the general construction permitting process in Lapel in the future.

The applicant is proposing to preserve the flood zone area on the west side of the property (Exhibit 4). This area is also marked to be included into a future park in Lapel (see Exhibit 7), so preserving it means that it could potentially become an addition to the general welfare of the community by being turned into a park. Also, this part of the site is the only one that abuts an existing residential use, so having a 300-400-ft-wide floodplain between the residential property and the storage yard creates a substantial buffer.

## **Criteria 2**

*The requirements and development standards for the requested special use as prescribed by this Ordinance will be met.*

Lapel UDO, V 10.2.14.N has regulations specific to the Junk Yard Special Use:

"Vehicles or trailers of any type without current license plates and registration or in an inoperable condition shall be prohibited other than in completely enclosed buildings or associated with permitted junk yards or auto-repair facilities. Such vehicles associated with permitted junk yards or auto-repair facilities must be stored consistent with the following requirements:

- i. All such vehicles, including antique vehicles, shall be stored within the rear or side yard. In no case shall such vehicles be stored in any right-of-way, front yard, or required setback area.
- ii. All storage areas for such vehicles shall be completely enclosed with a six (6) foot tall, 100% opaque wood, stone, or masonry fence. Gates allowing access to the storage areas are permitted. Gate shall be closed when not in use, and shall consist of six (6) foot tall, 100% opaque wooden doors."

According to the currently proposed site plan and pictures of the intended 8-ft-metal fence, the applicant would meet the regulations stated above and their intent of visually screening the storage yard and locating the yard out of the front yard and setbacks areas. The staff also proposes to add two conditions to the approval of this variance that the applicant propose in their application: the 8-ft-tall fence and that the storage of items outside won't go beyond 4 feet.



### **Criteria 3**

*Granting the special use will not subvert the general purposes served by this Ordinance and will not permanently injure other property or uses in the same district and vicinity.*

The general purpose of Lapel's UDO per V1.2.4 is to "secure adequate light, air, and convenience of access; and safety from fire, flood, and other dangers" and to "promote the public health, safety, comfort, convenience, morals, and general welfare." Analysis for criteria 1 addresses these general ordinance purposes.

The UDO describes General Industrial district in the following way:

*"The "Ig", General Industrial District is intended to provide locations for general industrial manufacturing, production, assembly, warehousing, research & development facilities, and similar land uses. This district is intended to accommodate a variety of industrial uses in locations and under conditions that minimize land use conflicts. This district should be used to support industrial retention and expansion in Lapel."*

Permitting this proposal would help accommodate an industrial business in Lapel that is operated at a high standard that protects the environment and the general welfare of the community.

Most uses around the subject site are either vacant, agricultural or industrial (Exhibit 1, 2, and 5). It is likely that the way that the applicant is proposing to conduct its operations will NOT be injurious to the surrounding properties.

### **Criteria 4**

*The proposed use will be consistent with the character of the zoning district in which it is located and the Town of Lapel Comprehensive Plan.*

The junk yard use is consistent with other uses typically permitted in the General Industrial zoning district as a Special Use: boat/RV storage (indoor/outdoor), truck sales and service center, storage/sale of petroleum products, sand/gravel operations, and mineral extraction. Some of these Special Uses are bound to have more pollution than applicant's proposal, like dust from mineral extraction. Based on LKQ's proposed operations that include outdoor storage only of the vehicle carcasses, it is similar to an outdoor or indoor warehousing use that is permitted in the General Industrial district by right. So, the proposed use is consistent with the character of the zoning district that it is in.

Lapel's Comprehensive Plan (CP) shows the area around the subject site with the recommendation for the light industrial use to the north, south, and east of the subject site, and an agricultural use to the west (Exhibit 6). The proposed character of operations conducted mostly indoors is consistent with the light industrial uses recommended by CP. In Lapel, auto repair facilities, which are close to indoor dismantling activities, are permitted in the Commercial 1 zoning district, which is consistent with the proposed Commercial use in CP to the south of the subject site.

## Comparison to Other Indiana Yards

This part of analysis is provided to give some information on the auto salvage yards in Indiana and how the applicant's proposal compares to the best auto salvage yards in Indiana. It is not a required part, but it provides some context for comparison and gives some examples of the yards that IDEM reviewed and thought that they met the environmental standards AND best management practices.

IDEM, trying to promote Best Management Practices (BMPs) among the Auto Salvage Yards, created an award for the businesses that use BMPs called "[Indiana Clean Yards](#)". Exhibit 8 shows examples of these yards that received the Award. You will see that there is typically a building or a barn where some dismantling happens, some dismantling appears to happen outside, and many vehicles and their parts are stored outside on gravel/stone yards. All yards typically have screening by a metal fence and a few have landscape buffers (I think that fencing and landscaping requirements are more so local zoning requirements than IDEM's). Some of the yards try to keep storage of vehicles a little bit off the ground by placing them on the shelves or on car tires. Most of them appear to organize dismantled/junk vehicles in rows, so that each vehicle is accessible.

## SPECIAL USE FINDINGS

### AGENDA ITEM #1

If the Board should decide to APPROVE the requested Special Use, please use the following findings of fact:

The Lapel Board of Zoning Appeals is authorized to approve or deny Special Uses by Indiana Code 36-7-4-918.2 and by Lapel UDO V1.6.3. The BZA may impose reasonable conditions as part of its approval. A Special Use may be approved upon a determination in writing that the following four (4) criteria are met (V1.6.8.A):

- The approval will not be injurious to the public health, safety, morals, and general welfare of the community:

**Conducting most dismantling vehicle activities and storing most car parts and fluids indoors before they are transported elsewhere with the only item stored outside being the car carcass greatly reduces the environmental and health risks typically associated with the junk yard use. The applicant shows other site features like parking and buffer landscape areas, tall fencing, and preservation of the flood plain that add to the general welfare of the community by creating an aesthetically pleasing design.**

- The requirements and development standards for the requested special use as prescribed by this Ordinance will be met:

**The proposed 8-ft-tall opaque fence around the entire storage yard with the gate and the yard located in the side and rear yards meets the zoning ordinance standards specific to the requested Special Use.**

- Granting the special use will not subvert the general purposes served by this Ordinance and will not permanently injure other property or uses in the same district and vicinity:

**Permitting this proposal would help accommodate an industrial business in Lapel that is operated at a high standard that protects the environment and the general welfare of the community. It is likely that the way that the applicant is proposing to conduct its operations will NOT be injurious to the surrounding properties. Nearby property owners may remonstrate against this petition if they believe this request will have significant adverse effects on adjacent properties. Should nothing contrary be brought to light by adjacent owners at the public hearing, it is presumed that the approval of this Special Use request will not have a substantially adverse effect on the use of adjacent properties.**

- The proposed use will be consistent with the character of the zoning district in which it is located and the Town of Lapel Comprehensive Plan:

**The proposed junk yard operation is consistent with the character of other General Industrial uses and with some Light Industrial (indoor industrial uses) and commercial uses (car repair) recommended in the area around the subject site proposed in the Comprehensive Plan.**

## RECOMMENDATION

APPROVE the requested Special Use based upon the following findings of fact:

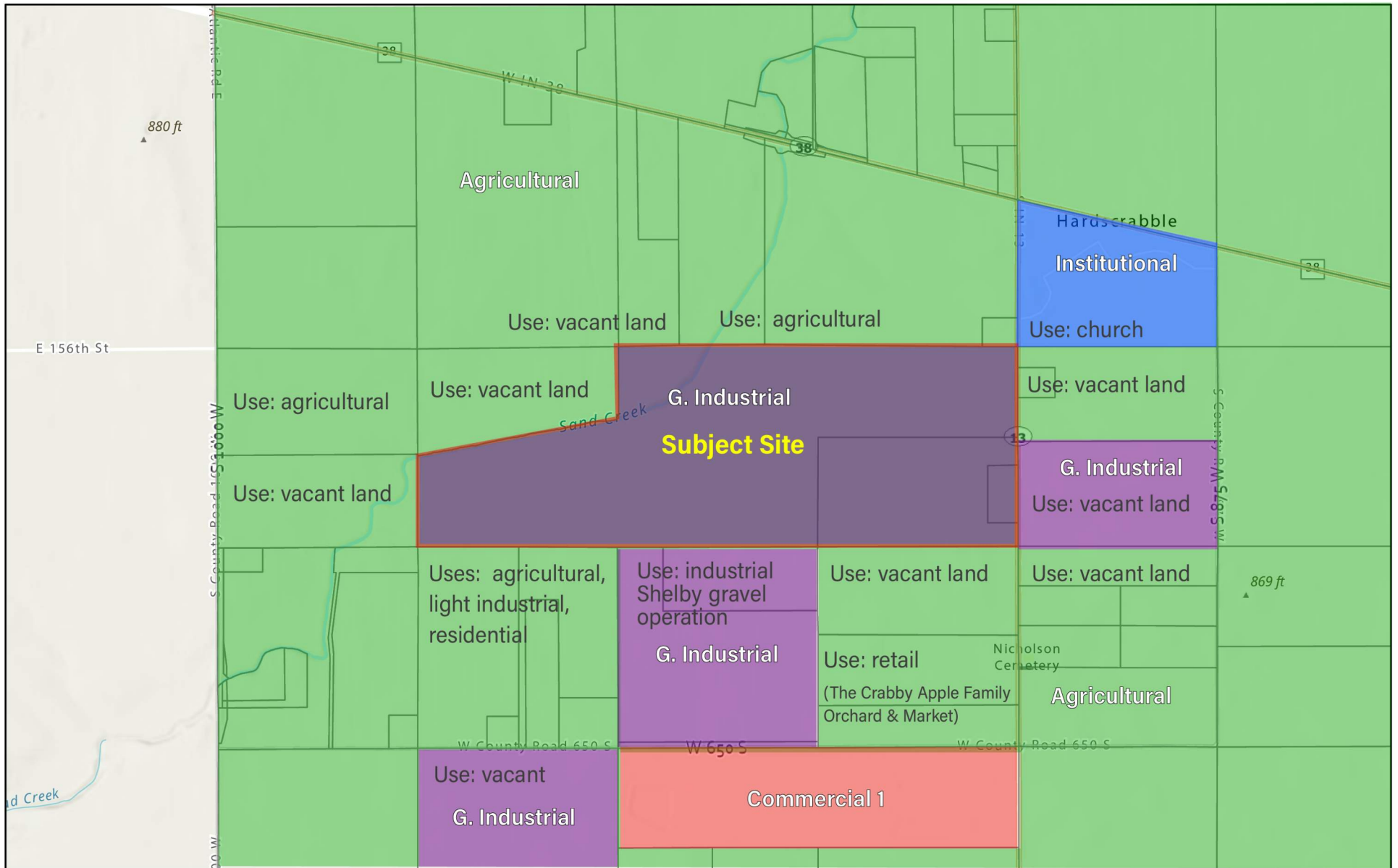
- The approval **will not** be injurious to the public health, safety, morals, and general welfare of the community;
- The requirements and development standards for the requested special use as prescribed by this Ordinance **will** be met;
- Granting the special use **will not** subvert the general purposes served by this Ordinance and will not permanently injure other property or uses in the same district and vicinity; and
- The proposed use **will be** consistent with the character of the zoning district in which it is located and the Town of Lapel Comprehensive Plan.

With the following specific conditions:

1. The only item type to be stored in the outside storage yard shall be vehicle carcasses.
2. The vehicle carcasses stored in the outside storage yard shall be stored at or below the height of 4 feet.
3. The Applicant shall provide an 8-ft-tall opaque fence around the entire storage yard.
4. Where exterior lighting is provided, lighting levels for all areas shall be designed and located so that the illumination measured in foot-candles along the property lines shall be at or below 1.0 foot-candle. The applicant shall submit a lighting plan during the "Development Plan" / "Improvement Location Permit" stage showing a photometric layout indicating all photometric calculations including foot-candle levels on a regular grid across the site and extending beyond the lot; and the aiming direction of the light fixtures.

5. The Applicant shall sign the Acknowledgement of Special Use document prepared by the Lapel Planning Staff within 60 days of this approval. Staff will then record this document against the property and a file stamped copy of such recorded document shall be available in the Lapel Town Hall.
6. This Special Use approval is given to the current applicant at this current location. Should there be a change in the tenant who operates the use, then a new Special Use application shall be submitted to the BZA.

# EXHIBIT 1. LOCATION, ZONING & LAND USE MAP



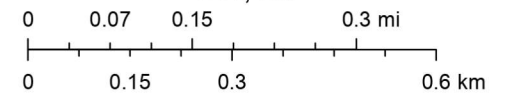
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Madison County Parcels
  6-Local

Road\_Labels\_Symbology

3-State Road

1:14,445

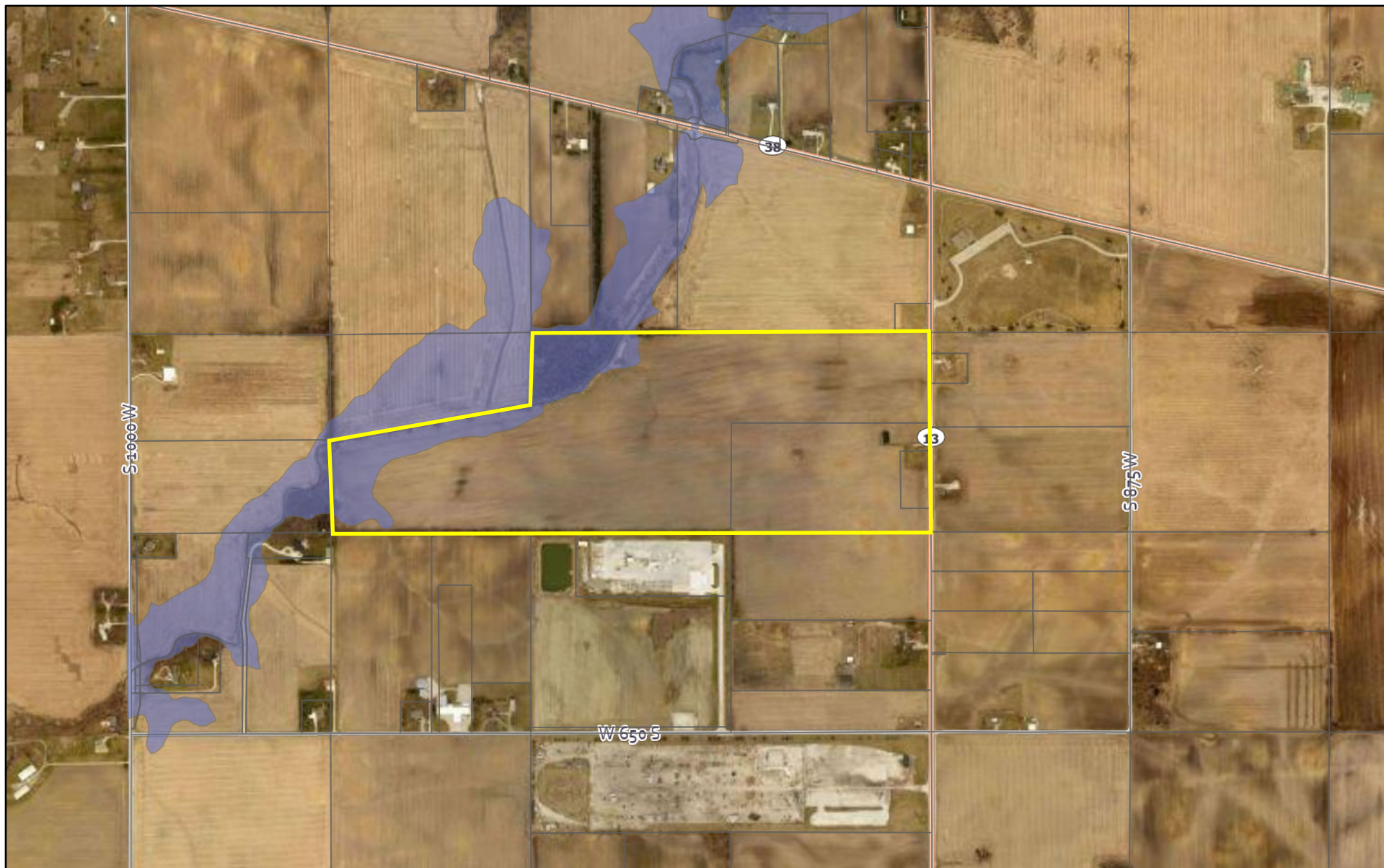


Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, MCCOG, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/

MCCOG



# EXHIBIT 2. AERIAL MAP



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Madison County Parcels

X Min

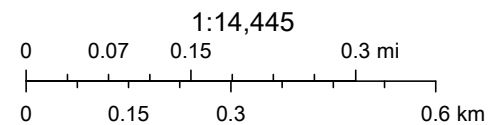
6-Local

FEMA Floodplain

Road\_Labels\_Symbology

AE

3-State Road





## EXHIBIT 3. SUBMITTAL BZA APPLICATIONS PETITION CHECKLIST

**NOTE:** All documents must be legible. All text documents must be typewritten, or computer generated. All drawings, such as site plans, elevations, sign details, maps, surveys, must be drawn to an appropriate scale, dimensioned, and in ink.

1. **Checklist.** One (1) completed checklist (this form).
2. **Application.** One (1) completed petition, signed by the owner of the subject property or an authorized agent, notarized, and filed according to the adopted Filing Calendar.
3. **Location Map.** One (1) copy of a general location or area map indicating (in a reproducible manner) the location of the property and the surrounding area. Maps created using internet mapping sites are acceptable.
4. **Legal Description.** Four (4) copies of the legal description attached to the petition. Attach one to the petition; attach one copy to each of the Ordinances as referenced above.  
*Metes and bounds descriptions should include two (2) copies of the perimeter survey, drawn to scale. - or -Recorded subdivision legal description includes lot number, section number, subdivision name, plat book number with page number and must include a plat map (plat maps are available in Room 741 of the City-County Building/or a nominal charge).*
5. **Site Plan.** Three (3) copies of a site plan must be filed. Plans must be legible and drawn to a scale of 1=10, 1=20, 1=30, or 1=40. Additional information may be required, but at the minimum, plans must include the information described on the site plan.
6. **Non-refundable filing fee.** See Fee Schedule for fee.
7. **On-site hearing notice sign fee.** The On-Site Notice must be posted in a conspicuous location along each street frontage of the affected property. There is a non-refundable fee of \$10 per sign required.
8. **Surrounding property owners address list.** The petitioner must obtain a list of surrounding property owners from the Madison County Assessor's Office **not** earlier than 30 days before the public hearing. Lapel staff may produce the list of these addresses for an additional \$25 fee.
9. **Contact person. NOTE:** The Petitioner, listed in the application will be contacted regarding all applications steps, including being contacted by the newspaper publisher for Legal Notice payment.

Acceptable methods of payment include cash, check, or MasterCard, VISA, Discover or American Express credit card. Checks must be made payable to "Town of Lapel." Credit cards are accepted; however, the credit card processing agency assesses a fee ~3% of the transaction amount.





# BOARD OF ZONING APPEALS

DOCKET NO.

## PETITION APPLICATION

PETITIONER REQUEST CIRCLE ONE THAT APPLIES	Special Use - Variance of Development Standards - Administrative Appeal		
MEETING DATE REQUEST	September 18, 2023		
PROPERTY OWNER	Carolyn L Wilson & Wilson Land Trust c/o Dick Wilson		
OWNER'S ADDRESS	3154 MYRTLE DR LAPEL, IN 46051/P.O. BOX 5950 SUN CITY CENTER, FL 33571		
PROJECT ADDRESS	0 SR 13 LAPEL, IN 46051	TOWNSHIP	GREEN TOWNSHIP
OWNER'S EMAIL ADDRESS	dickwilson@c21be.com	PHONE NUMBER	(813) 326-5900
PETITIONER	LKQ Midwest Inc./Randy Smith & Chris Farrar/FMC Advisors LLC		
PETITIONER'S ADDRESS	500 West Madison Street, Suite 2800 Chicago, IL 60661		
PETITIONER'S EMAIL ADDRESS	rrsmith@lkqcorp.com/chris@woodside-capital.cr	PHONE NUMBER	(602) 692-6420
LEGAL DESCRIPTION (SELECT ONE)	COMPLETE METE AND BOUNDS LEGAL DESCRIPTION ATTACHED -OR- PLATTED SITE WITHIN A RECORDED SUBDIVIION, COPY OF PLAT MAP ATTACHED.  SUBDIVION NAME <u>Legal Description Attached</u> LOT NUMBER(S) _____ SECTION NUMBER(S) _____ RECORDED IN PLAT BOOK NUMBER _____ PAGE(S) _____ OR RECORDED AS INSTRUMENT NUMBER _____		
OWNERSHIP	DOES THE PETITIONER OWN 100% OF THE AREA INVOLVED IN THE PETITION? YES <input type="radio"/> NO <input checked="" type="radio"/> OTHER OWNERS?		
TAX PARCEL NUMBERS	Parcel # 48-15-16-100-001.000-044 Parcel # 48-15-16-500-001.000-044 Parcel # 48-15-16-100-003.000-044		





ACREAGE	102 Acres	PARCEL COUNT	3
CODE ENFORCEMENT	IS THE PROPERTY SUBJECT TO ANY CODE ENFORCEMENT ACTION? YES <input type="radio"/> NO <input checked="" type="radio"/>		
CURRENT ZONING CLASSIFICATION	Vacant Land; Other Agricultural Use__Rezone Application for General Industrial in process		
CURRENT COMPREHENSIVE PLAN RECOMMENDATION	Light Industrial - Distribution Warehouse & Logistics		
EXISTING PROPERTY USE	Farming		
EXISTING IMPROVEMENTS ON PROPERTY	2,700 SF Metal Barn		
PROPOSAL NARRATIVE	ATTACH NARRATIVE IF NEEDED See Attached		
ORDINANCE	SPECIFY ANY SPECIFIC ORDINANCE(S), STANDARD(S), CONDITION(S), COMMITMENT(S), AND/OR REGULATION(S) SOUGHT TO BE MODIFIED. ATTACH ADDITIONAL PAGE(S) IF NEEDED. See Attached Narrative Detailing Special Use Request for Outside Storage		

OATH: THE PETITION APPLICATION INFORMATION, TO MY KNOWLEDGE AND BELIEF, IS TRUE AND CORRECT.

*[Signature]*  
 \_\_\_\_\_  
 PETITIONER SIGNATURE

OWNER SIGNATURE

**NOTARY**  
 SUBSCRIBED AND SWORN  
 TO BEFORE ME THIS  
 NOTARY PUBLIC  
 SIGNATURE  
 NOTARY PUBLIC PRINTED  
 NAME  
 MY COMMISSION EXPIRES

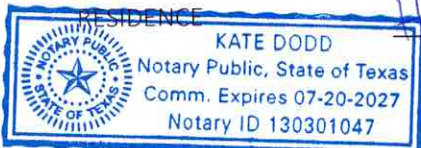
DATE 8/14/2023  
*Kate Dodd*  
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7/20/2027  
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Harris, TX  
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**NOTARY**  
 SUBSCRIBED AND SWORN  
 TO BEFORE ME THIS  
 NOTARY PUBLIC  
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 MY COMMISSION EXPIRES

DATE \_\_\_\_\_  
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MY COUNTY OF  
 RESIDENCE

MY COUNTY OF  
 RESIDENCE



TOWN OF LAPEL  
825 Main St, Lapel, IN 46051  
Planning@lapelindiana.org

### OWNER AFFIDAVIT FORM

STATE OF Indiana  
COUNTY OF Madison S.S.

The undersigned, having been duly sworn on oath, states that they are the Owner of the Property involved in this application and that they hereby acknowledge and consent to the forgoing Application.

Owner printed name\*\*: ARON L Wilson  
Owner signature\*\*: Courtney Courtney

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the Property Owner, who having been duly sworn acknowledged and consents to the execution of the foregoing Application. Subscribed and sworn to before me this 24<sup>th</sup> day of May, 2023.

Notary printed name: Courtney Courtney  
Notary signature: Courtney Courtney  
My commission expires: 08/24/2029



Courtney Courtney, Notary Public  
Madison County, State of Indiana  
Commission No: NP0735746  
My Commission Expires 08/24/2029

**\*\* A signature from each party having interest in the property involved in this application is required. If the Property Owner's signature cannot be obtained on the application, then a notarized statement by each Property Owner acknowledging and consenting to the filing of this application is required with the application.**



TOWN OF LAPEL  
825 Main St, Lapel, IN 46051  
Planning@lapelindiana.org

OWNER AFFIDAVIT FORM

STATE OF Florida  
COUNTY OF Hillsborough S.S.

The undersigned, having been duly sworn on oath, states that they are the Owner of the Property involved in this application and that they hereby acknowledge and consent to the forgoing Application.

Owner printed name\*\*: RICHARD S Wilson

Owner signature\*\*: Richard S Wilson, Trustee

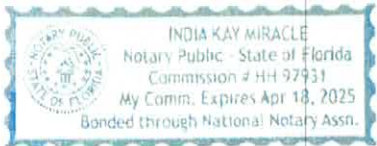
Before me the undersigned, a Notary Public in and for said County and State, personally appeared the Property Owner, who having been duly sworn acknowledged and consents to the execution of the foregoing Application.

Subscribed and sworn to before me this 25 day of May, 2023.

Notary printed name: INDIA KAY Miracle

Notary signature: India Kay Miracle

My commission expires: 4/18/2025



\*\* A signature from each party having interest in the property involved in this application is required. If the Property Owner's signature cannot be obtained on the application, then a notarized statement by each Property Owner acknowledging and consenting to the filing of this application is required with the application.



## FINDINGS OF FACT FOR SPECIAL USE

The approval (will / will not) be injurious to the public health, safety, morals, and general welfare of the community because:

PLEASE SEE ATTACHED NARRATIVE

The requirements and development standards for the requested special use as prescribed by the Zoning Ordinance (will / will not) be met:

“

”

Granting the special use (will / will not) subvert the general purposes served by this Ordinance and (will / will not) permanently injure other property or uses in the same district and vicinity because:

“

”

The proposed use (will / will not) be consistent with the character of the zoning district in which it is located because:

“

”

The proposed use (will / will not) be consistent with the Town of Lapel Comprehensive Plan because:

“

”

# Lapel Findings of Fact for Special Use – Salvage Yard

1. The approval **WILL NOT** be injurious to the public health, safety, morals, and general welfare of the community because the proposed LKQ Project meets the requirements detailed in the Town of Lapel Unified Development Code – General Industrial - Ordinances and Development Regulations. Please see definition below:

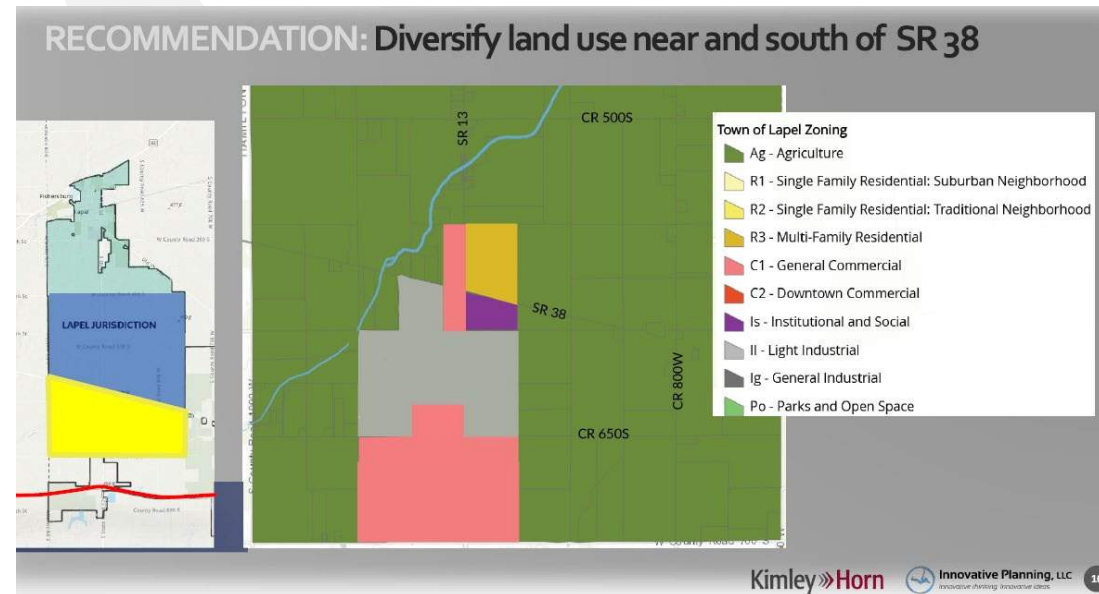
**General Industrial Use.** Manufacturing, processing, extraction, heavy repairing, dismantling, storage, or disposal of equipment, raw materials, manufactured products or wastes, in which some operations, other than transportation, are performed in open area.

**Junk (Salvage) Yard.** A place, usually outdoors, where waste or discarded used property other than organic matter, including but not limited to automobiles, farm implements and trucks, is accumulated and is or may be salvaged for reuse or resale; this shall not include any industrial scrap metal yard.

2. The requirements and development standards for the requested special use as prescribed by the Zoning Ordinances **WILL BE MET**. Please see answer above.
3. Granting the special use **WILL NOT** subvert the general purpose served by this Ordinance and **WILL NOT** permanently injure other property or uses in the same district and vicinity because the subject property has been zoned to General Industrial and the proposed use complies with the Performance Standards within the General Industrial zoning ordinances. Additionally, the proposed LKQ project conforms with the Buffer Zone 1 requirements which will prevent negative impacts to the surrounding property uses (Agricultural/Vacant Land and General Industrial).

# Lapel Findings of Fact for Special Use – Salvage Yard

4. The proposed use **WILL** be consistent with the character of the zoning district in which it is located because the proposed LKQ project will conform to the Development and Performance Standards detailed in the General Industrial Zoning Ordinances.
5. The proposed use **WILL** be consistent with The Town of Lapel Comprehensive Plan because the Land Use Map (see below) designates the subject property for an Industrial Use. The Comprehensive Plan further details the community's support for growth and diversification of commercial and industrial activities south of State Road 38.



# LKQ Distribution Facility

Lapel, IN

**LKQ**

Keeping you moving

# LKQ's Global Presence

- LKQ is a global distributor of vehicle products, including replacement parts, components and systems used in repair and maintenance of vehicles and specialty products and accessories
- Founded in 1998 through a combination of wholesale recycled products businesses, which subsequently expanded through organic growth
- 290 acquisitions of aftermarket, recycled, refurbished and remanufactured product suppliers
- Organized into four reportable segments: Wholesale - North America, Europe, Specialty and Self Service
- 1,500 facilities, including roughly 460 in the U.S. and 1,010 in over 25 other countries with 45,000 employees (18,000 in North America)



# Our Mission

- To be the leading global value-added sustainable distributor of vehicle parts and accessories by offering our customers the most comprehensive, available and cost-effective selection of part solutions while building strong partnerships with our employees and the communities in which we operate.



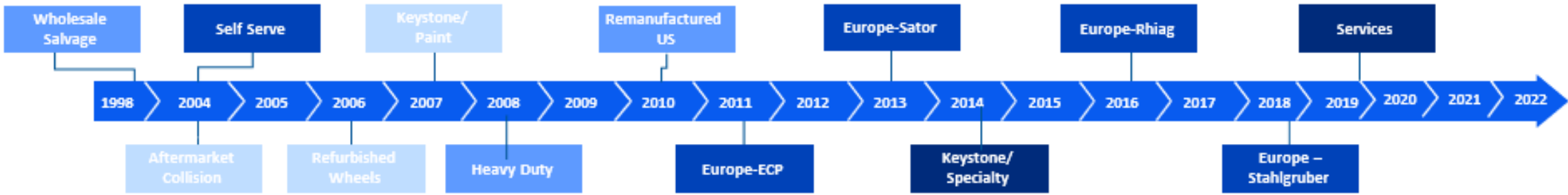
• Like

• Kind

• Quality



# LKQ's Evolution Process



**2003**  
Total Revenue  
\$328 million



■ Recycled Products

**2007**  
Total Revenue  
\$1.11 billion



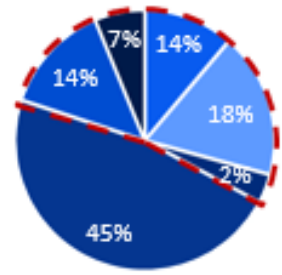
■ Aftermarket NA

**2011**  
Total Revenue  
\$3.27 billion



■ Self Service-Parts

**Q2 '22 TTM**  
Total Revenue  
\$13.2 billion



55% North America

■ Specialty

■ Other

LKQ has grown from a North American collision operation to a globally diversified aftermarket distributor

# Operating Units Overview

## Product Overview

### Wholesale - North America

- Collision
  - Aftermarket automotive products
  - Recycled & Refurbished
- Mechanical
  - Recycled engines & transmissions
  - Remanufactured engines & transmissions



## Product Overview

### Specialty

- Performance products
- Appearance & accessories
- RV, trailer & other
- Specialty wheels & tires
- Marine



### Europe

- Mechanical
  - 175,000+ small part SKUs
  - Brakes, filters, hoses, belts, etc.
- Collision
  - Aftermarket (UK) & Recycled (Sweden)



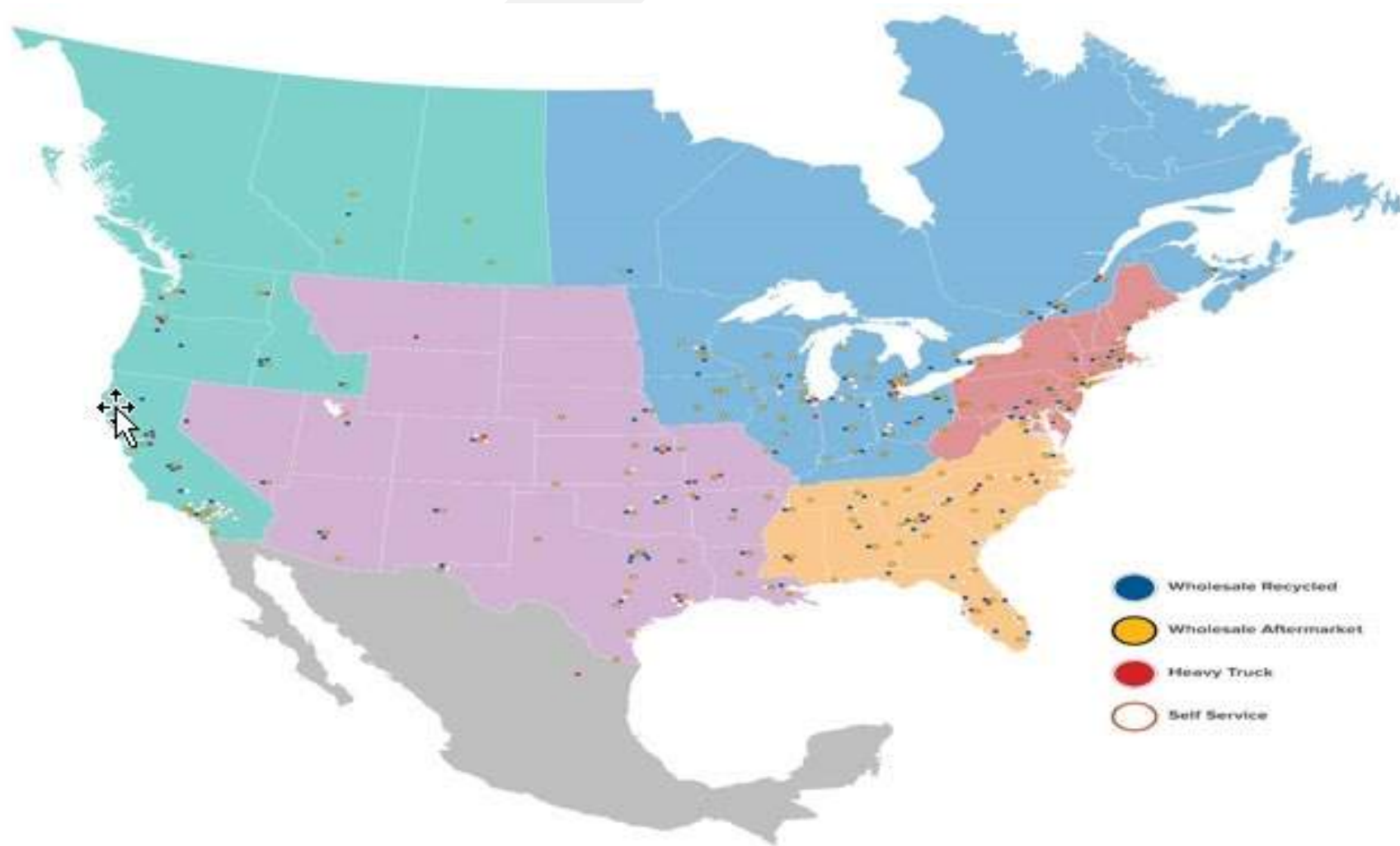
### Self Service

- Largest buyer of used vehicles
  - More than 550,000 recycled car and truck parts





# Wholesale North America Footprint



# Vehicles Dismantled Per Year

- LKQ dismantles or processes over 800,000 vehicles a year through its full service and self serve operations.



# Expanding Global ESG Programs

**Our core business enables a circular economy**

## Our 2021 North America Recycling Achievements

783,000	1,462,000	1,107,000	13,794,000	740,000
Number of vehicles procured	Catalytic converters	Tons of Crush Auto/Scrap	Total number of individual parts sold	Batteries

**Established new sustainability goals to advance success**

### Goals in progress to cut carbon emissions 30% by 2030

- Reduce emissions intensity relative to revenue and reduce logistics fleet emissions

### Motivating and retaining our winning workforce

- Established 2025 and 2030 goals to increase employee engagement and scores

**Governance framework for aligning priorities**

### Launched LKQ Cares ESG Advisory Committee

- Cross-function team focused on aligning priorities across business units and geographies

### Linked Executive Compensation with ESG goals

- Added ESG metrics to incentive compensation plans for certain senior executives

# ESG Focus Areas



**Carbon Footprint  
& Recycling**



**Employee  
Engagement**



**Talent  
Development**



**Diversity, Equity  
& Inclusion**



**Sustainable  
Supply Chain**

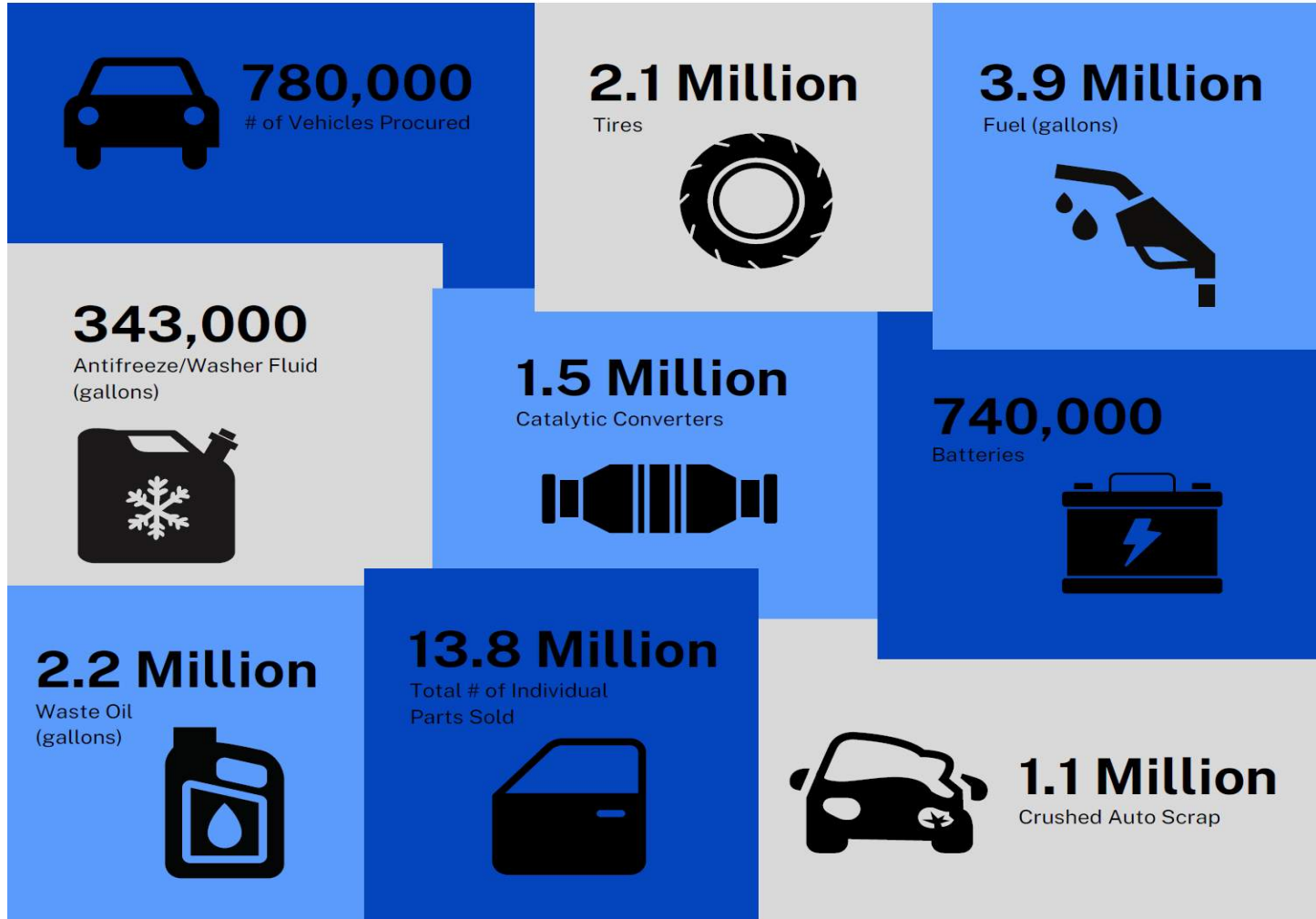


**Community  
Support**



# Environmental Impact

## BY THE NUMBERS: LKQ's 2021 RECYCLING ACHIEVEMENTS



# EPA Monitoring at LKQ Facilities

- Standard Storm Water Testing
- Independent Environmental Audits
- Annual Employee Compliance Training at All Locations
- No Smoke, Smell or Excess Noise from Distribution Facilities



# LKQ Recycling Achievements

Material	2019	2020	2021
Fuel (gallons)	4.2M	3.9M	3.9M
Tires	2.6M	2.3M	2.1M
Batteries	630,000	658,000	740,000
Waste Oil (gallons)	2.6M	2.3M	2.2M
Aluminum (millions of lbs)	119.9	99.1	97.9
Copper (millions of lbs)	7.9	7.1	6.9
Steel (millions of lbs)	148.6	128.6	123.3

- LKQ's sustainability efforts help decrease the need of metal manufacturers
- As a result, green house gases are significantly reduced and energy is conserved

# LKQ Corporate Citizenship

- **Our mission is to build strong partnerships in the communities in which we operate**
  - Local Fire Department Training
  - Recycled Rides
  - LKQ Joseph M. Holsten Scholarship
  - Feeding America (National Foodbank Program across the US)



# LKQ Employment in Indiana

City	# of Employees
Plainfield	49
Avon	33
Ft. Wayne	15
Michigan City	13
South Bend	12
Evansville	17
LaPorte	4

- LKQ Lapel will create potentially 70+ jobs after Year 1 of operations
- Average wages are between \$25 - \$40 per hour; 2-3 salaried employees earning near \$90,000. Main employee shift from 7 am – 6 pm.
- Employees receive full benefits and 401k retirement plans

# Traffic Impact Analysis (LKQ vs. Industrial Park)

- Lapel Location – 103 acres

	LKQ Facility (133,400 SF)		1,400,000 SF Industrial Park
Type	Trips Per Day (Mon – Fri)	Type	Trips Per Day (Mon - Fri)
Facility Employees (Non-Truck)	<b>70</b>	Facility Employees (Non-Truck)	<b>300</b>
Delivery Box Trucks	<b>25</b>	Delivery Trucks/Vans	<b>80</b>
Tractor Trailers	<b>5</b>	Tractor Trailers (Trailers Stored on Site)	<b>40</b> <b>(85)</b>
Delivery Service (USPS/FedEx/Amazon)	<b>4</b>	Delivery Service (USPS/FedEx)	<b>40</b>

# LKQ On-Site Operations

- **NO PUBLIC ACCESS OR WALK UP CUSTOMERS**
- Nothing stored above 4 feet outside the building
- 8 foot solid panel fence around entire property perimeter
- Extensive landscape buffer and screening
- No smell or excess noise





New LKQ Facility in Denver CO (Completed in 2022)



# New LKQ Facility in Salt Lake UT Market (Completed in 2019)



# New LKQ Facility in Phoenix AZ Market (Completed in 2018)





# Screening



# Warehousing





# Lapel Distribution Facility

- 133,400 SF Tilt Wall Building
- 103 Acre Site
- \$35M - \$40M Estimated Project Cost
- 60-70 New Jobs Created





SEAL:  
**NOT FOR CONSTRUCTION**

SUBMITTALS / REVISIONS:

NO.	DATE	DESCRIPTION
1	2023.06.07	SCHEMATIC SET

PROJECT NO.: 19-1700  
 DRAWN BY: DFW

SHEET TITLE:  
**A ARCHITECTURAL SITE PLAN**

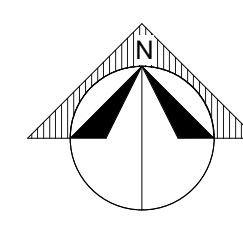
These plan drawings are the property of the registered Designer / Engineer and may not be copied, reproduced or used without their written permission.  
 SHEET NO.:

**A100**

**PARKING SCHEDULE**

CAR PARKING	HANDICAP PARKING	TRAILER PARKING	FUTURE CAR PARKING	FUTURE TRAILER PARKING
72	4	0	0	0

DISCLAIMER:  
 CONCEPTUAL SITE PLAN SUBJECT TO CHANGE  
 PENDING FINAL DESIGN COORDINATION AND  
 APPROVALS BY THE TOWN OF LAPEL

 **1** PRESENTATION SITE PLAN  
 A100 SCALE: 1" = 160'-0"











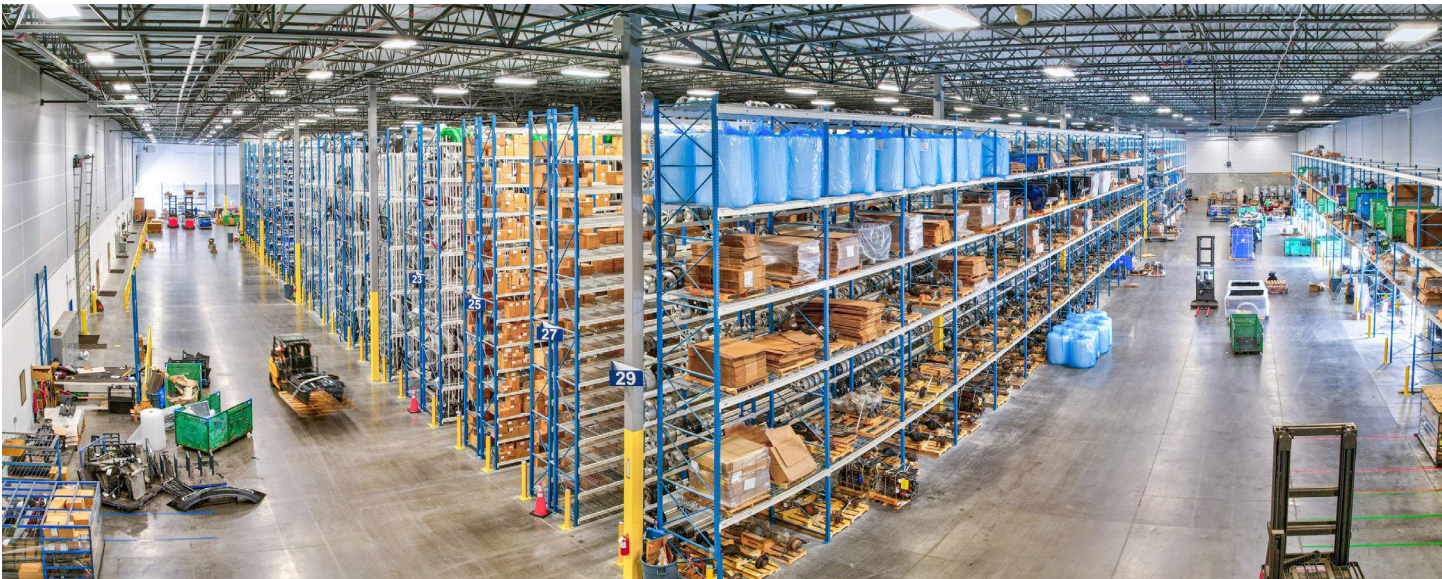




# PICTURES OF A SIMILAR FACILITY BUILT IN WATKINS, CO









# Thank You – Questions?

**LKQ Corporation takes pride in working with the community and preserving the environment.**

**LKQ has been credited with raising industry standards and continues to set itself apart by partnering with local businesses and demonstrating its stewardship of making the necessary investments in not only its business, but also within the communities it serves.**

# Lapel Wilson Property Overview

<https://www.google.com/maps/place/40%C2%B000'55.5%22N+85%C2%B050'36.4%22W/@40.015428,-85.843449,855m/data=!3m1!1e3!4m4!3m3!8m2!3d40.015428!4d-85.843449>





**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company National Commercial Services  
Issuing Office: 30 North La Salle, Suite 2700, Chicago, IL 60602-3847  
Issuing Office's ALTA® Registry ID: 0000939 Escrow Officer/Assistant: April Muiser /  
Commitment Number: NCS-1176301-CHI2 Phone: /  
Issuing Office File Number: NCS-1176301-CHI2 Email: amuiser@firstam.com /  
Property Address: 6199 West Pendleton Avenue, Title Officer/Assistant: /  
Lapel, IN  
Revision Number: Phone: /  
Email: /

**SCHEDULE A**

1. Commitment Date: April 17, 2023 at 7:30 AM
2. Policy to be issued:
  - a. ALTA® Extended Owner's Policy  
Proposed Insured: LKQ Midwest, Inc., a Delaware corporation  
Proposed Amount of Insurance: \$60,000.00  
The estate or interest to be insured: See Item 3 below
  - b. ALTA® Extended Loan Policy  
Proposed Insured: To Be Determined  
Proposed Amount of Insurance: \$1,000.00  
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
4. The Title is, [at the Commitment Date, vested in:](#)  
  
Carolyn L Wilson, by virtue of deeds recorded as Instrument Nos. 6282 in [Book 635 Page 211, 2018R007367](#) and [2018R007368](#)
5. The Land is described as follows:  
  
See Exhibit A attached hereto and made a part hereof

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Commitment No. NCS-1176301-CHI2

**SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
3. Pay us the premiums, fees and charges for the Policy.
4. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exception.
6. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
7. NEW CONSTRUCTION : You must advise us if construction has taken place on the Land within the past ninety (90) days, or constructions is being contemplated or will occur on the property – additional information will be required before waiving or adding construction related coverages.
8. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
9. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
10. **Note:** Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's

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fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.

11. **Note:** Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
12. You must supply the Company with the written approval from the Office of the County Auditor and from appropriate Planning/Zoning Department when the transaction being insured will create a split/change of the current tax parcel legal description. The approval should state if prior to the deed being accepted for recording and for transfer of tax ownership whether any other action must be completed to the satisfaction of the governmental entity. The Company reserves the right to make further requirements and/or exceptions based on examination of the same.
13. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.
14. Submit to the Company a Resolution by the Board of Directors or Shareholders of LKQ Midwest, Inc., authorizing the mortgage and directing the proper officers to execute the mortgage on behalf of the Corporation.
15. Submit to the Company documentary evidence issued by the appropriate office in its state of domicile that LKQ Midwest, Inc. is a duly registered legal entity in good standing.
16. It is indicated that Robert L. Wilson, who held title to the land with Carolyn L Wilson as husband and wife, is deceased. We require the recording of satisfactory evidence of the continuance of the marital relationship between them from the date they acquired the premises in question by deed dated July 22, 1986 and recorded October 14, 1986 as Instrument No. 6282 in [Book 635 Page 211](#) until the date of death of October 8, 2017.

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Commitment No. NCS-1176301-CHI2

**SCHEDULE B, PART II—Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**Part One:**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

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Commitment No. NCS-1176301-CHI2

**SCHEDULE B, PART II (Continued)**

**Exceptions (Continued)**

**Part Two:**

1. Real estate taxes assessed for the year 2022 are a lien and are due in two installments payable May 10 and November 13, 2023:

Assessed in the name of: Wilson Carolyn L  
Parcel No.: State ID: 48-15-16-100-001.000-044 (20.64 acres)  
Taxing Unit and Code: 044: Lapel Green Township  
Land: \$35,700.00  
Improvements: \$2,900.00  
Exemptions: \$0.00  
First installment of: \$388.61, unpaid  
Second installment of: \$388.61, unpaid

a. 2023 Stanford Baughn 65035 Drain Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$25.80, unpaid. 2nd installment in the amount of \$25.80, unpaid.

(Affects part of the land)

2. Real estate taxes assessed for the year 2022 are a lien and are due in two installments payable May 10 and November 13, 2023:

Assessed in the name of: Wilson Carolyn L  
Parcel No.: State ID: 48-15-16-100-003.000-044 (1.50 acres)  
Taxing Unit and Code: 044: Lapel Green Township  
Land: \$2,800.00  
Improvements: \$0.00  
Exemptions: \$0.00  
First installment of: \$30.52, unpaid  
Second installment of: \$30.52, unpaid

a. 2023 Stanford Baughn 65035 Drain Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$13.12, unpaid. 2nd installment in the amount of \$13.12, unpaid.

(Affects remainder of the land)

3. Real Estate Taxes for the year(s) 2023, (payable 2024) are a lien but not yet due and payable.

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4. Transfer On Death Deed by Carolyn L Wilson recorded December 4, 2018 as document [2018R016480](#), and the terms, provisions and conditions contained therein.  
  
(Affects the land and other property)
5. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.  
  
Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.
6. Rights of the Public, the State of Indiana and the Municipality in and to that part of the land, if any, taken and used for road purposes, including utility rights of way.
7. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
8. The acreage stated in the legal description of the land is for description purposes only. The quantity of the land is not insured.
9. 75 foot right of entry; setback and use restrictions; possible assessments for maintenance and/or reconstruction, and all rights of others entitled to the continued uninterrupted flow of water through the Stanford Baughn 65035 Drain, a legal drain established in accordance with I.C. 36-9-27-33.
10. Existing unrecorded leases, if any, and rights of all parties claiming thereunder.

End of Schedule B

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Commitment No. NCS-1176301-CHI2

**EXHIBIT A**

The Land referred to herein below is situated in the County of **Madison**, State of **Indiana**, and is described as follows:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 6 EAST, SAID POINT BEING 746 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER, AND RUNNING THENCE WESTERLY 1,335.1 FEET ON AND ALONG A PROPERTY LINE FENCE TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER, SAID POINT BEING 746.5 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, THENCE NORTHERLY 1,306.35 FEET ON AND ALONG SAID WEST LINE, THENCE EASTERLY 1,334.1 FEET TO A POINT ON SAID EAST LINE OF THE NORTHEAST QUARTER, SAID POINT BEING 607 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 16, THENCE SOUTH 1,305.10 FEET TO THE PLACE OF BEGINNING. CONTAINING IN ALL 40 ACRES, MORE OR LESS;

EXCEPT:

A PARCEL OF GROUND BEING A PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 6 EAST OF THE SECOND PRINCIPAL MERIDIAN, TOWN OF LAPEL, GREEN TOWNSHIP, MADISON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 746.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 59 SECONDS WEST ALONG SAID EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 583.09 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 58 MINUTES 46 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, A DISTANCE OF 1333.58 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 00 MINUTES 24 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, A DISTANCE OF 583.54 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 38 SECONDS EAST, A DISTANCE OF 1333.82 FEET TO THE POINT OF BEGINNING. CONTAINS 17.860 ACRES, MORE OR LESS.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
issued by  
FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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## **COMMITMENT CONDITIONS**

### **1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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- 3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements;
  - f. Schedule B, Part II—Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4.** COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5.** LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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18.00  
JH  
CUT# 4540  
ENV.

N

Duly Entered for Taxation  
Subject to Final Acceptance for Transfer

This instrument prepared by and to be returned to:

Phillip A. Baumann  
KETCHEY HORAN, P.A.  
1647 Sun City Center Plaza  
Suite 200  
Sun City Center, Florida 33573  
Telephone: (813) 633-1200

OCT 01 1996

*Clive E. Cox, Jr.*  
Auditor Madison County,  
Ind. 46754

WARRANTY DEED TO TRUSTEE UNDER LAND TRUST AGREEMENT

THIS INDENTURE WITNESSETH, That the Grantor, HARRIETT M. WILSON, of the County of Hillsborough and the State of Florida for and in consideration of Ten (10) Dollars, and other good and valuable consideration in hand paid grants, bargains, sells, aliens, remises, releases, conveys and confirms unto HARRIETT M. WILSON as trustee under the provisions of a trust agreement dated the 13<sup>th</sup> day of August, 1996, known as The Wilson Land Trust, of 1010 American Eagle boulevard, Apartment 450, Sun City Center, Florida 33573, the following described real estate in the County of Madison and State of Indiana to wit:

Commencing at the Northwest corner of Section 15, Township 18 North, Range 6 East, and running thence East along the north line of Section 15 a distance of 1330 feet to the Northeast corner of the West half of the Northwest quarter of Section 15, thence South along the East line of the said West half of the Northwest Quarter of Section 15, thence South along the East line of the said West half of the Northwest quarter of Section 15 a distance of 656 feet, thence West parallel with the North line of Section 15 a distance of 1329 feet to the center of State Road #13, thence North 656 feet to the place of beginning, being a part of the Northwest Quarter of the Northwest Quarter of Section 15, Township 18 North, Range 6 East, and containing 20 acres, more or less, subject to legal highways.

Beginning at the Southeast corner of Section 9, Township 18 North, Range 6 East and running thence West along the South line of said Section 9, a distance of 231 feet, thence North 189.75 feet, thence East 231 feet to the East line of said Section 9, thence South 189.75 feet to the place of beginning.

Being a part of the Southeast quarter of the Southeast quarter of Section 9, Township 18 North, Range 6 East and containing 1.0 acre, more or less. Subject to legal rights-of-way.

Beginning at a point on the East line of the Northeast quarter of Section 16, Township 18 North, Range 6 East, said point being 165 feet North of the Southeast corner of the Northeast quarter of said Northeast quarter of Section 16, and running thence North along said East line, a distance of 379.5 feet, thence West 198 feet, thence South 379.5 feet, thence East 198 feet to the place of beginning.

Being a part of the Northeast quarter of the Northeast quarter of section 16, Township 18 North, Range 6 East and containing 1.725 acres, more or less. Subject to legal right-of ways.

Beginning at the Northeast corner of Section 16, Township 18 North, Range 6 East and running thence South along the East line of the Northeast quarter of said Section 16, a distance of 783.75 feet to a point being 544.5 feet (33 rods) North of the Southeast corner of the Northeast

quarter of said Northeast quarter, thence West 198 feet, thence South 379.5 feet, thence East 198 feet to said East line of the Northeast quarter, thence South 165 feet to said Southeast corner, thence continuing South along said East line of the Northeast quarter, a distance 582.25 feet to a point being 746 feet North of the Southeast corner of said Northeast quarter, thence West along a property line fence, a distance of 1,335.1 feet to a point on the West line of the Southeast quarter of said Northeast quarter, said point being 746.5 feet North of the Southwest corner of said Southeast quarter of the Northeast quarter, thence North 583.5 feet to the Northwest corner of said Southeast quarter of the Northeast quarter, thence West 1333.3 feet to the Southwest corner of the Northwest quarter of said Northeast quarter, thence West 1333.3 feet to the Southwest corner of the Northeast quarter of the Northwest quarter of the said Section 16, thence North along the West line of said Northeast quarter, a distance of 594 feet, thence Northeasterly 1,359 feet to a point on the West line of said Northwest quarter of the Northeast quarter, said point being 858 feet North of said Southwest corner of said Northwest quarter of the Northeast quarter, thence North 473.75 feet to the Northwest corner of said Northeast quarter of Section 16, thence East 2,667 feet to the place of beginning.

Being a part of the Northeast quarter of the Northeast quarter of Section 16, Township 18 North, Range 6 East and containing 38.935 acres, a part of the Southeast quarter of said Northeast quarter and containing 17.86 acres, a part of the Northeast quarter of the Northwest quarter of Section 16 and containing 22.22 acres, and the Northwest quarter of said Northeast quarter of Section 16 and containing 40.74 acres, and containing in all 119.805 acres, more or less. Subject to legal right-of-ways.

**EXCEPTING:**

Beginning at a point on the East line of the Northeast quarter of Section 16, Township 18 North, Range 6 East, said point being 746 feet North of the Southeast corner of said Northeast quarter, and running thence Westerly 1,335.1 feet on and along a property line fence to a point on the West line of the East half of said Northeast quarter, said point being 746.5 feet North of the Southwest corner of the Southeast quarter of said Northeast quarter, thence Northerly 1,306.35 feet on and along said West line, thence Easterly 1,334.1 feet to a point on said East line of the Northeast quarter, said point being 607 feet South of the Northeast corner of said Section 16, thence South 1,305.10 feet to the place of beginning.

Being a part of the Southeast quarter of the Northeast quarter of Section 16, Township 18 North, Range 6 East and containing 17.87 acres, more or less; and a part of the Northeast quarter of said Northeast quarter of said Section 16 and containing 22.13 acres, more or less, and containing in all 40.0 acres, more or less. Subject to legal rights-of-way,

hereinafter called "the property".

**TO HAVE AND TO HOLD** the said property in fee simple upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, subdivide, protect, conserve, sell, lease, encumber and

otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit the property to condominium, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

Any contract, obligation or indebtedness incurred or entered into by the trustee in connection with the property shall be as trustee of an express trust and not individually and the trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the trustee or for the purpose or with the intention of binding the trustee or for the purpose or with the intention of binding the trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee individually on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

In no case shall any party dealing with the trustee in relation to the property, or to whom the property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said property, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to said property shall be conclusive evidence in favor of every person relying upon or claiming under



any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by the trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in the trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.


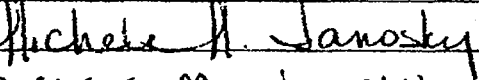
The interest of each beneficiary under the trust agreement hereunder and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the sale or other disposition of the property, and the interest of any beneficiary is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to the property as such, but only an interest in the possession, earnings, avails and proceeds thereof.

AND the grantor hereby covenants with the grantee that grantor is lawfully seized of said property in fee simple; that the grantor has good right and lawful authority to sell and convey said property; that the grantor hereby fully warrants the title to said property and will defend the same against the lawful claims of all persons whomsoever; and that said property is free of all encumbrances except taxes.

IN WITNESS WHEREOF, the said grantor has hereunto set her hand and seal this 13<sup>th</sup> day of August, 1996.

Signed, sealed and delivered in our presence:

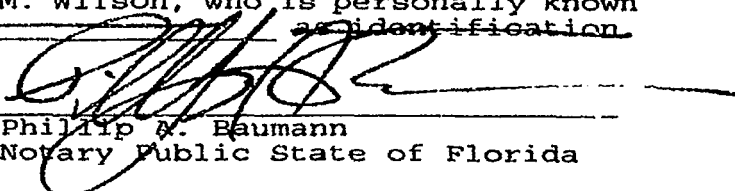
WITNESSED BY:

x   
\_\_\_\_\_  
Alan Weissman  
x   
\_\_\_\_\_  
MICHELE M. JANOSKY

  
\_\_\_\_\_  
HARRIETT M. WILSON

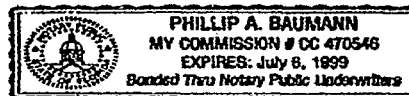
STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 15<sup>th</sup>  
day of August, 1996, by Harriett M. Wilson, who is personally known  
~~to me or produced~~ \_\_\_\_\_ as identification.

  
Phillip A. Baumann  
Notary Public State of Florida

My Commission Expires: \_\_\_\_\_

a:\trustdee



RECEIVED FOR RECORD  
96 OCT -1 AM 9: 59  
CATHERINE SIMMON  
MADISON COUNTY RECORDER

Duly entered for taxation:

Oct 14 1986

Sandra S. Hutzinger

Madison County, Indiana # 11351

QUIT CLAIM DEED

6.30

THIS INDENTURE WITNESSETH THAT Robert L. Wilson, an adult over the age of eighteen years of Madison County in the State of Indiana RELEASES AND QUIT CLAIMS TO Robert L. Wilson and Carolyn L. Wilson, husband and wife, of Madison County in the State of Indiana for and in consideration of One Dollar (\$1.00) and other valuable consideration the receipt whereof is hereby acknowledged, the following Real Estate in Madison County in the State of Indiana, to-wit:

The West half of the Southeast quarter of the Southwest quarter and the South half of the Southwest quarter of the Southwest quarter of Section 3, Township 18 North, Range 6 East.

Also, the South half of the North half of the Southwest Quarter of the Southwest quarter of Section 3, Township 18 North, Range 6 East.

EXCEPTING: Commencing on the West line of the Southwest quarter of the Southwest quarter of Section 3, Township 18 North, Range 6 East, 469.3 feet North on the Southwest corner of said Section 3, thence turn an angle to the right, 88 degrees and 22 minutes and measure Easterly along a fence line, 231.4 feet to a fence corner; thence North on a line parallel to the West line of said quarter-quarter section Section 188 feet to a fence corner, thence Westerly along a fence line, 231.4 feet to the West line of said quarter-quarter section, thence South with said West line, 193 feet to the place of beginning. Being a part of the Southwest quarter of the Southwest Quarter of the Southwest quarter of Section 3, Township 18 North, Range 6 East, and containing 1.01 acres, more or less, subject to legal right-of-ways.

The North half of the North half of the Southwest Quarter of the Southwest Quarter of Section 3, Township 18 North, Range 6 East, containing 10 acres, more or less. Subject to legal highways.

Being at a point on the East line of the Northeast quarter of Section 16, Township 18 North, Range 6 East, said point being 746 feet North of the Southeast corner of said Northeast quarter, and running thence Westerly 1,335.1 feet on and along a property line fence to a point on the West line of the East half of said Northeast quarter, said point being 746.5 feet North of the Southwest corner of the Southeast quarter of said Northeast quarter, thence Northerly 1,306.35 feet on and along said West line, thence Easterly 1,334.1 feet to a point on said East line of the Northeast quarter, said point being 607 feet South of the Northeast corner of said Section 16, thence South 1,305.10 feet to the place of beginning.

Beginning a part of the Southeast quarter of the Northeast quarter of Section 16, Township 18 North, Range 6 East and containing 17.87 acres, more or less; and a part of the Northeast quarter of said Northeast Quarter of said Section 16 and containing 22.13 acres, more or less, and containing in all 40.0 acres, more or less. Subject to legal rights-of-way.

This deed is executed for the purpose of creating a tenancy by entirety in the grantees, husband and wife.

Robert L. Wilson

ROBERT L. WILSON

State of Indiana, County of Madison, ss:

Personally appeared before me, a Notary Public in and for said County and State on this 22 day of July, 1986, ROBERT L. WILSON and acknowledged the execution of the foregoing Quit Claim Deed to be his voluntary act and deed.

WITNESS my hand and notarial seal.

William Byer  
William Byer, Notary Public  
Resident of Madison

My Commission Expires:  
January 8, 1989

Prepared By: William Byer, Attorney at Law, 6 West Eighth Street,  
Anderson, IN

MAIL TO: William Byer

6282

RECEIVED FOR RECORD  
At 3:10 o'clock P.m.  
Recorded in Book 635 Page 211-212  
OCT 14 1986

Martha Lambertson  
MADISON COUNTY RECORDER



Duly Entered For Taxation  
Subject To Final Acceptance  
For Transfer  
Jun 07 2018  
Rick Gardner  
AUDITOR MADISON COUNTY

2018R007367  
06/07/2018 10:31:47 AM  
FEE: 25.00 PGS: 2  
LINDA SMITH  
MADISON COUNTY RECORDER, IN  
RECORDED AS PRESENTED  
THIS DOCUMENT WAS eRECORDED

### QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That ROBERT S. WILSON, ANGELA W. HOWELL and LISA W. JOHNSON, all adults,

RELEASE AND QUITCLAIM: to CAROLYN L. WILSON, a one-half (1/2) undivided tenancy in common interest in the following described real estate in Madison County, in the State of Indiana, to-wit:

The North half of the North half of the Southwest Quarter of the Southwest Quarter of Section 3, Township 18 North, Range 6 East, containing 10 acres, more or less. Subject to legal highways.

Parcel No.: 48-15-03-300-004.000-032 (0 S. State Rd. 13, Lapel, IN 46051)

AND

Beginning at a point on the East line of the Northeast quarter of Section 16, Township 18 North, Range 6 East, said point being 746 feet North of the Southeast corner of said Northeast quarter, and running thence Westerly 1,335.1 feet on and along a property line fence to a point on the West line of the East half of said Northeast quarter, said point being 746.5 feet North of the Southwest corner of the Southeast quarter of said Northeast quarter, thence Northerly 1,306.35 feet on and along said West line, thence Easterly 1,334.1 feet to a point on said East line of the Northeast quarter, said point being 607 feet South of the Northeast corner of said Section 16, thence South 1,305.10 feet to the place of beginning. Containing in all 40 acres, more or less. Subject to legal rights-of-way.

Parcel No.: 48-15-16-100-001.000-044

More commonly known as 4840 S. State Rd. 13, Lapel, IN 46051

No consideration was exchanged or paid in respect to this conveyance.

IN WITNESS WHEREOF, the said ROBERT S. WILSON, ANGELA W. HOWELL and LISA W. JOHNSON, Grantors herein, hereunto set his/her hand and seal, this 6 day of

June, 2018.

Angela W. Howell  
ANGELA W. HOWELL

Robert S. Wilson  
ROBERT S. WILSON

Lisa W. Johnson  
LISA W. JOHNSON

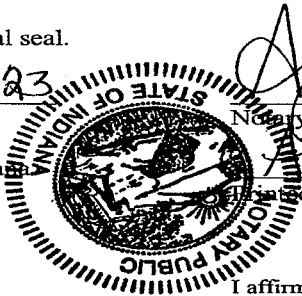
TAX MAILING ADDRESS: CAROLYN L. WILSON  
3154 MYRTLE DR.  
Lapel, IN 46051

STATE OF INDIANA  
SS:  
COUNTY OF MADISON

Before me the undersigned, a Notary Public in and for said County and State, this 6 day of June, 2018, came ROBERT S. WILSON, ANGELA W. HOWELL and LISA W. JOHNSON and being duly sworn upon his/her oath, acknowledged the execution of the foregoing Quitclaim Deed and the same to be his/her voluntary act and deed and say that the statements therein are true and accurate.

Witness my hand and official seal.

My Commission Expires: 12-2-23



April A. Benge  
Notary Public

A resident of Madison County, Indiana

April A. Benge  
Print Name

Prepared by:

JAMES O. ANDERSON  
800 Main Street, Suite 210  
Anderson, IN 46016  
Phone: (765) 643-3100  
Direct: (765) 425-6018  
Fax: (765) 649-5045  
[james.o.anderson@sbcglobal.net](mailto:james.o.anderson@sbcglobal.net)

I affirm, under the pains and penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

JAMES O. ANDERSON

END OF DOCUMENT

Duly Entered For Taxation  
Subject To Final Acceptance  
For Transfer  
Jun 07 2018  
*Rick Gardner*  
AUDITOR MADISON COUNTY

2018R007368  
06/07/2018 10:31:47 AM  
FEE: 25.00 PGS: 2  
LINDA SMITH  
MADISON COUNTY RECORDER, IN  
RECORDED AS PRESENTED  
THIS DOCUMENT WAS eRECORDED

### QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That MICHAEL D. WILSON, an adult,

RELEASES AND QUITCLAIMS: to CAROLYN L. WILSON, a one-half (1/2) undivided tenancy in common interest in the following described real estate in Madison County, in the State of Indiana, to-wit:

The North half of the North half of the Southwest Quarter of the Southwest Quarter of Section 3, Township 18 North, Range 6 East, containing 10 acres, more or less. Subject to legal highways.

Parcel No.: 48-15-03-300-004.000-032 (0 S. State Rd. 13, Lapel, IN 46051)

AND

Beginning at a point on the East line of the Northeast quarter of Section 16, Township 18 North, Range 6 East, said point being 746 feet North of the Southeast corner of said Northeast quarter, and running thence Westerly 1,335.1 feet on and along a property line fence to a point on the West line of the East half of said Northeast quarter, said point being 746.5 feet North of the Southwest corner of the Southeast quarter of said Northeast quarter, thence Northerly 1,306.35 feet on and along said West line, thence Easterly 1,334.1 feet to a point on said East line of the Northeast quarter, said point being 607 feet South of the Northeast corner of said Section 16, thence South 1,305.10 feet to the place of beginning. Containing in all 40 acres, more or less. Subject to legal rights-of-way.

Parcel No.: 48-15-16-100-001.000-044

More commonly known as 4840 S. State Rd. 13, Lapel, IN 46051

No consideration was exchanged or paid in respect to this conveyance.

IN WITNESS WHEREOF, the said MICHAEL D. WILSON, Grantor herein, hereunto sets his hand and seal, this 6 day of June, 2018.

Michael D. Wilson  
MICHAEL D. WILSON

TAX MAILING ADDRESS: CAROLYN L. WILSON  
3154 MYRTLE DR.  
Lapcl, IN 46051

STATE OF INDIANA  
COUNTY OF MADISON

SS:

Before me the undersigned, a Notary Public in and for said County and State, this 6 day of June, 2018, came MICHAEL D. WILSON and being duly sworn upon his oath, acknowledged the execution of the foregoing Quitclaim Deed and the same to be his voluntary act and deed and says that the statements therein are true and accurate.

Witness my hand and official seal.


My Commission Expires: 12-2-23

A resident of Madison County, Indiana

Prepared by:

JAMES O. ANDERSON  
800 Main Street, Suite 210  
Anderson, IN 46016  
Phone: (765) 643-3100  
Direct: (765) 425-6018  
Fax: (765) 649-5045  
[jamcs.o.anderson@sbcglobal.net](mailto:jamcs.o.anderson@sbcglobal.net)

April A. Bengt  
Notary Public  
April A. Bengt  
Name



I affirm, under the pains and penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

JAMES O. ANDERSON

END OF DOCUMENT



2018R016480  
12/04/2018 02:30:49 PM  
FEE: 25.00 PGS: 2

LINDA SMITH  
MADISON COUNTY RECORDER, IN  
RECORDED AS PRESENTED  
THIS DOCUMENT WAS eRECORDED

Not Duly Entered For Taxation  
Subject To Final Acceptance  
For Transfer  
Dec 04 2018  
Rick G Gardner  
AUDITOR MADISON COUNTY

**TRANSFER ON DEATH DEED**

CAROLYN L. WILSON, ("Owner"), transfers and conveys upon her death to her children, ROBERT S. WILSON, MICHAEL D. WILSON, ANGELA W. HOWELL and LISA W. JOHNSON ("Primary Beneficiaries"), any interest Owner owns in the following described real estate located in Madison County, Indiana, to-wit:

Beginning at a point on the East line of the Northeast quarter of Section 16, Township 18 North, Range 6 East, said point being 746 feet North of the Southeast corner of said Northeast quarter, and running thence Westerly 1,335.1 feet on and along a property line fence to a point on the West line of the East half of said Northeast quarter, said point being 746.5 feet North of the Southwest corner of the Southeast quarter of said Northeast quarter, thence Northerly 1,306.35 feet on and along said West line, thence Easterly 1,334.1 feet to a point on said East line of the Northeast quarter, said point being 607 feet South of the Northeast corner of said Section 16, thence South 1,305.10 feet to the place of beginning. Containing in all 40 acres, more or less. Subject to legal rights-of-way.

Parcel No.: 48-15-16-100-001.000-044

AND

Commencing at the Southwest corner of the Southeast Quarter of Section 9, Township 18 North, Range 6 East, running thence East to a point 14 rods West of the Southeast corner of said Quarter Section, thence North 11-1/2 rods, thence East 14 rods to the Section line, thence North to the middle of State Road 38, thence Northwesterly with said centerline to the West line of the Southeast Quarter of said Section 9, thence South 98 rods to the place of beginning.

EXCEPT: Thirty-three and forty-two hundredths of an acre off the entire West end; being part of the South half of the Southeast Quarter of said Section 9.

Containing in all 43 acres, more or less. Subject to legal rights-of-way.

Parcel No.: 48-15-09-400-009.000-044 (43 Acres)  
Parcel No.: 48-15-09-400-009.001-044 (Exception)

More commonly known as 9007 S. State Rd. 13, Lapel, IN 46051

If any of the Primary Beneficiaries do not survive the Owner, then his or her interest hereunder shall be distributed to the deceased Primary Beneficiary's issue per stirpes as Contingent Beneficiaries hereunder.

IN WITNESS WHEREOF, the said CAROLYN L. WILSON, Owner herein, hereunto set her hand and seal, this 16 day of November, 2018.



Carolyn L. Wilson  
CAROLYN L. WILSON

STATE OF INDIANA

SS:

COUNTY OF MADISON

Before me the undersigned, a Notary Public in and for said County this 16 day of November, 2018, came CAROLYN L. WILSON, and being duly sworn upon her oath, acknowledged the execution of the foregoing Transfer on Death Deed and the same to be her voluntary act and deed and say that the statements therein are true and accurate.

Witness my hand and official seal.

My Commission Expires: 12-03-2023

A. Bengtson  
Notary Public

A resident of Madison County, Indiana.

April A. Bengtson  
Notary Name

Prepared by:  
JAMES O. ANDERSON  
800 Main Street, Suite 210  
Anderson, IN 46016  
Phone: (765) 643-3100  
Direct: (765) 425-6018  
Fax: (765) 649-5045  
[james.o.anderson@sbcglobal.net](mailto:james.o.anderson@sbcglobal.net)



Under the pains and penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.  
JAMES O. ANDERSON

TAX MAILING ADDRESS: CAROLYN L. WILSON  
3154 MYRTLE DR.  
Lapel, IN 46051

END OF DOCUMENT



## FALL CREEK REGIONAL WASTE DISTRICT

P.O. Box 59 • 9378 S. 650 West • Pendleton, Indiana 46064-0059 • (765) 778-7544 • www.fcrwd.com

LKQ Lapel, SR 13

Re: Fall Creek Regional Waste District  
Will Serve Request

Dear Sir or Madam:

Please accept this letter as Fall Creek Regional Waste District's response concerning your request regarding new sewer service to the above referenced property. The District operates a regional sewer district under Indiana law, and is the sanitary sewer service provider for southern Madison County. The above referenced property is within the District's service territory.

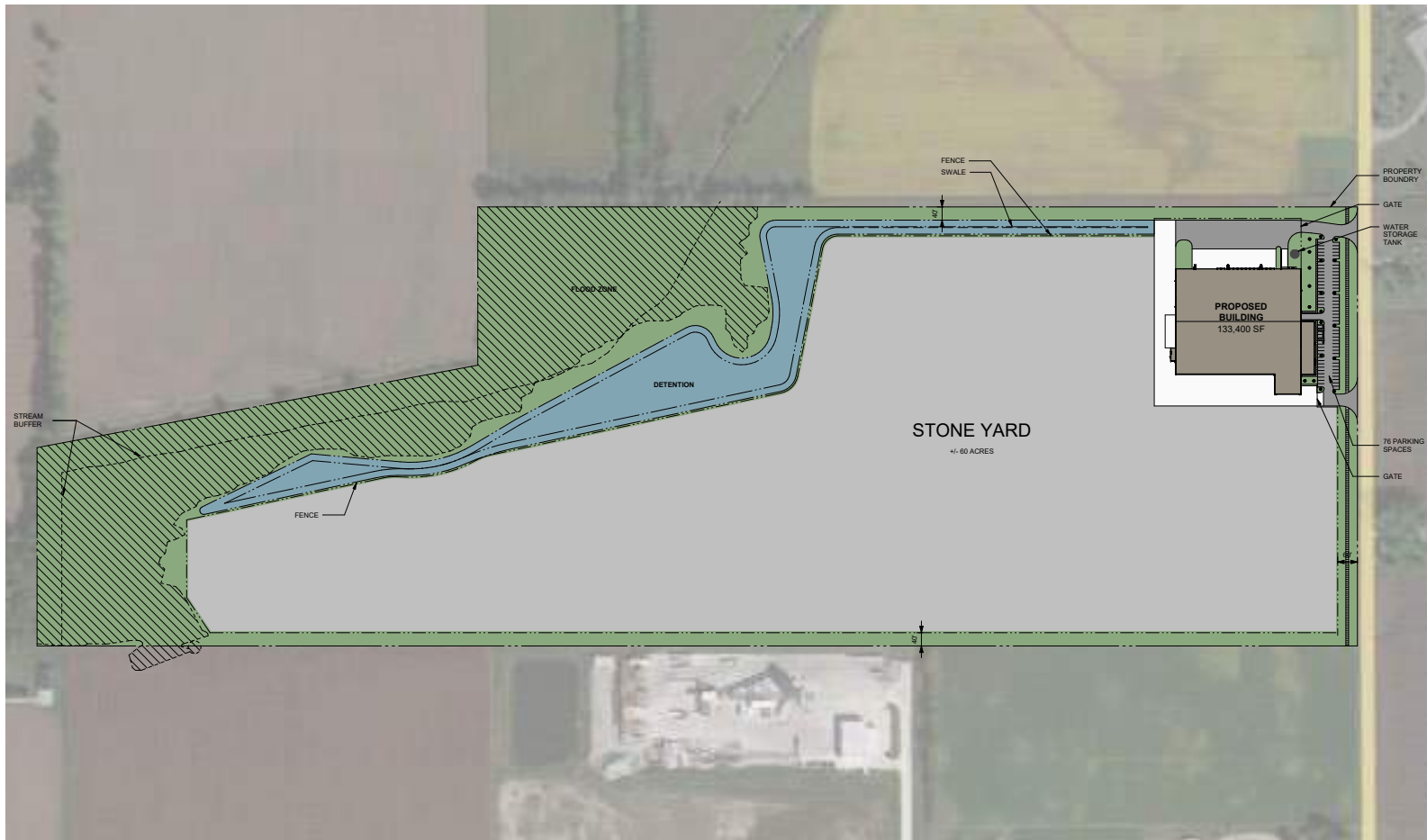
As a matter of policy, the District does not provide commitments concerning sewer service to specific properties unless and until the developer or property owner enters into an applicable service agreement. The District allocates capacity in its sewer system to individual properties pursuant to individual service agreements. Developers have met with the District's Development Committee to help identify service needs, feasibility, timing, fees, and the location for likely connection in the event of service. Any connections to sewer are subject to project review, determinations of usage and flows, execution of a service agreement in a form required by the District, payment of fees and charges, approval of plans and specification for utility facilities, compliance with applicable rules, regulations, and ordinances, etc. The property owner or developer will also be responsible for the cost of extending utility facilities to and on the site. Nothing herein shall constitute a guarantee of capacity or service to your parcel or any other property, nor does this letter create any enforceable rights or interests.

Sincerely,

Jerry D Kelly

Assistant General Manager  
Fall Creek Regional Waste District

# EXHIBIT 4. CONCEPT SITE PLAN



DESIGN BUILDER:  
**ARCO**  
 DESIGN/BUILD

DESIGNER / ENGINEER:  
**ADB | DESIGN SERVICES**  
 ARCHITECTURE | PLANNING | INTERIORS  
 2202 WORTH LOOP WEST | SUITE 2000 | HOUSTON, TX 77056

OWNER:  
  
 NELSON COMMERCIAL PROPERTIES  
 PROJECT TITLE:  
 LKQ - LAPEL, IN

**LKQ**

SEAL:  
**NOT FOR CONSTRUCTION**

SUBMITTALS / REVISIONS:

NO.	DATE	DESCRIPTION
1	2023.06.07	SCHEMATIC SET

PROJECT NO.: 19-1700  
 DRAWN BY: DFW

SHEET TITLE:  
**A ARCHITECTURAL SITE PLAN**

These plan drawings are the property of the registered Designer / Engineer and may not be copied, reproduced or used without their written permission.

SHEET NO.:

**A100**

**PARKING SCHEDULE**

CAR PARKING	HANDICAP PARKING	TRAILER PARKING	FUTURE CAR PARKING	FUTURE TRAILER PARKING
72	4	0	0	0

DISCLAIMER:  
 CONCEPTUAL SITE PLAN SUBJECT TO CHANGE  
 PENDING FINAL DESIGN COORDINATION AND  
 APPROVALS BY THE TOWN OF LAPEL

 **1** PRESENTATION SITE PLAN  
 A100 SCALE: 1" = 160'-0"







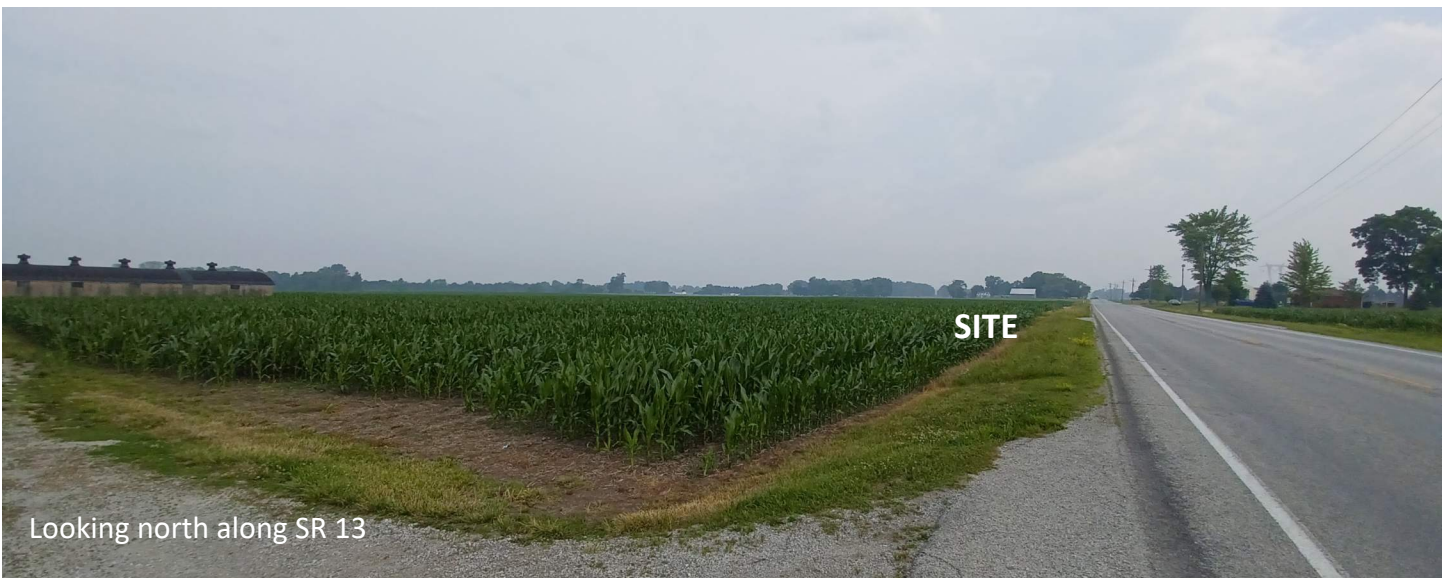








## EXHIBIT 5. SITE AND VICINITY PICTURES









# EXHIBIT 6. RECOMMENDED LAND USE MAP

## Comprehensive Plan Proposed Land Use - Entire Town of Lapel

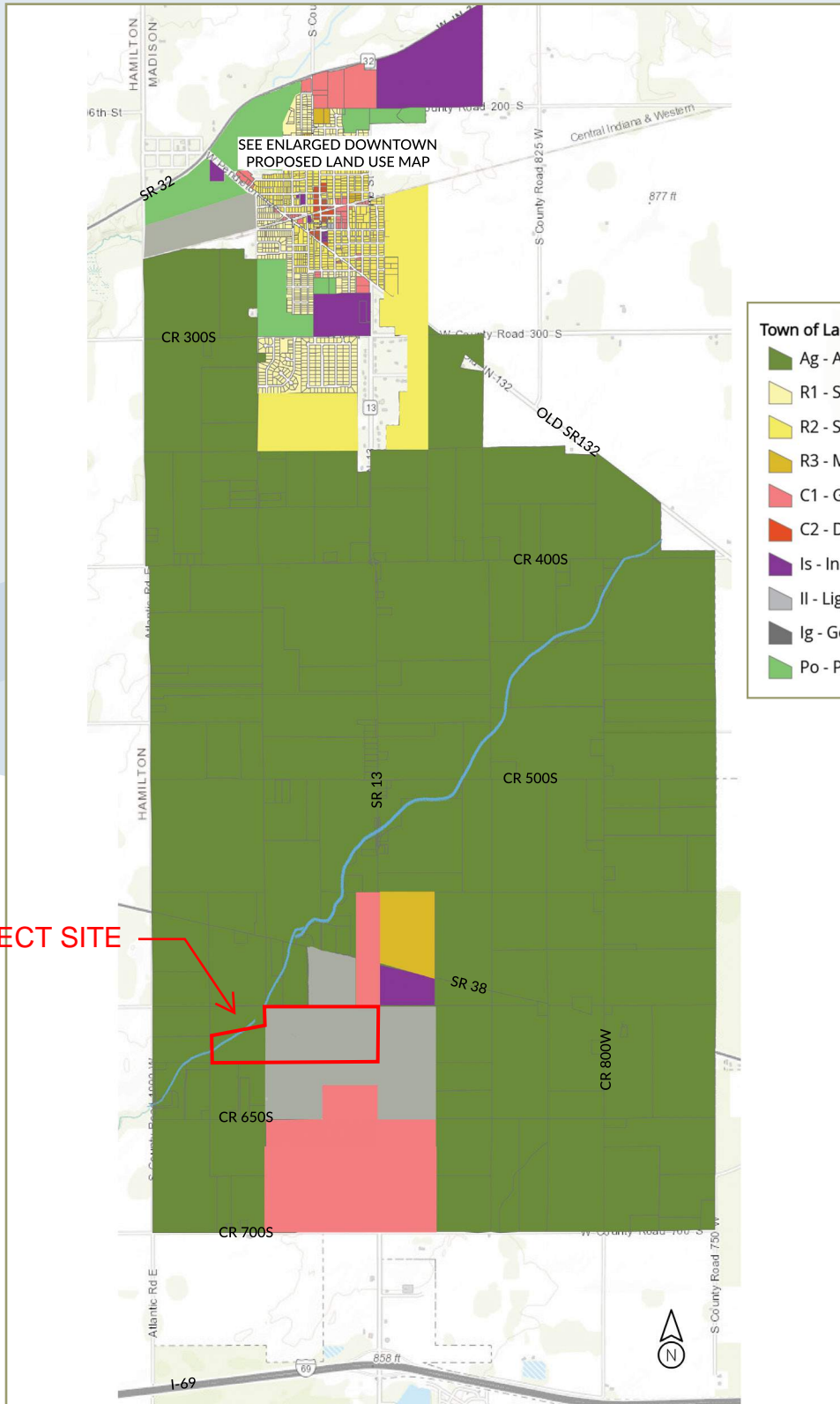
LAND USE

TRANSPORTATION

ECONOMIC DEVELOPMENT

NATURAL RESOURCES

APPENDIX



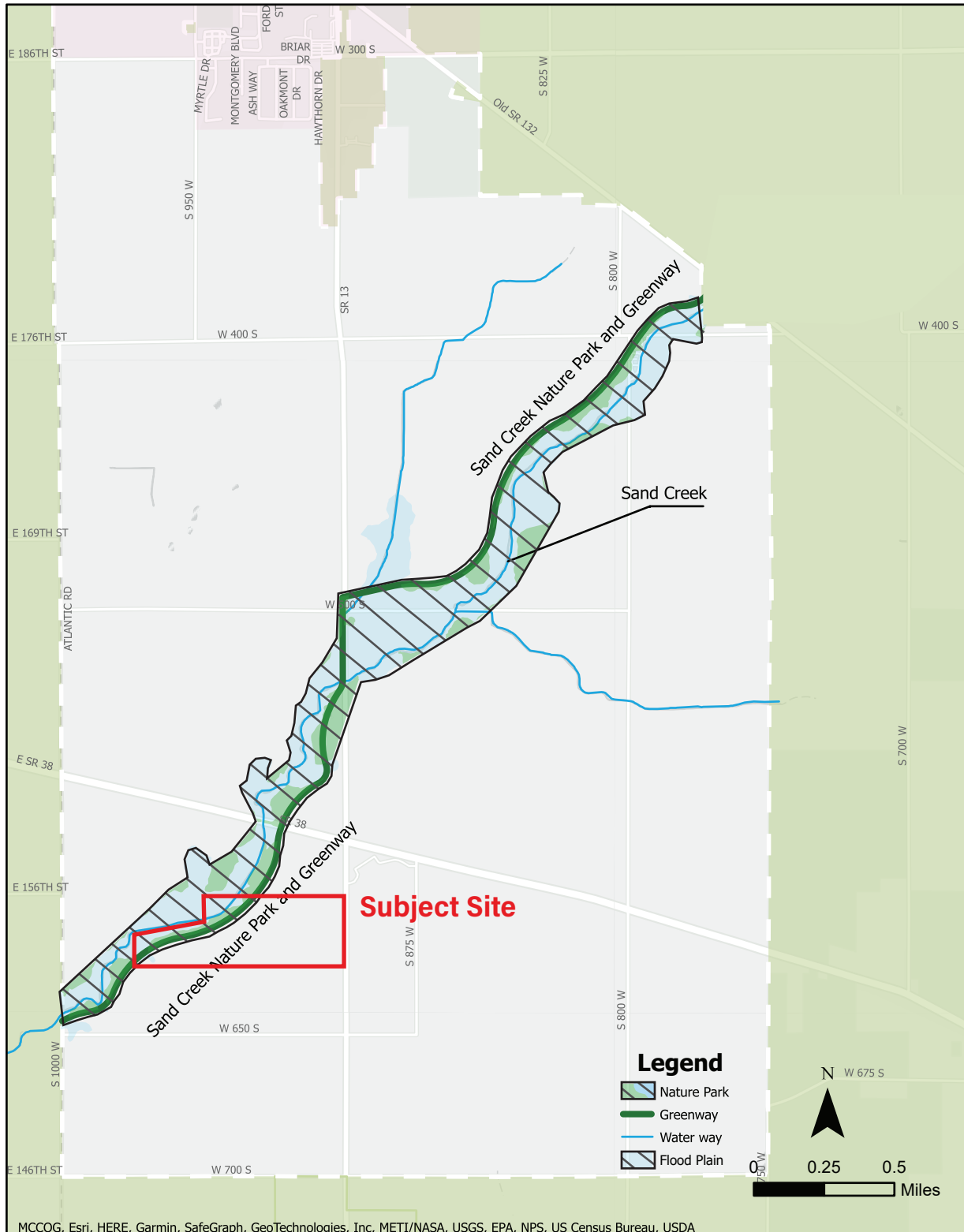
**Town of Lapel Zoning**

- Ag - Agriculture
- R1 - Single Family Residential: Suburban Neighborhood
- R2 - Single Family Residential: Traditional Neighborhood
- R3 - Multi-Family Residential
- C1 - General Commercial
- C2 - Downtown Commercial
- Is - Institutional and Social
- Ii - Light Industrial
- Ig - General Industrial
- Po - Parks and Open Space

SUBJECT SITE

# EXHIBIT 7. Lapel Parks Master Plan

## Sand Creek Nature Park & Greenway



Lapel Nature Park & Sand Creek Greenway



# EXHIBIT 8. Indiana Clean Yard Award Businesses

## Car Recyclers

13685 N SR13, North Manchester, IN 46962





# Pull-A-Part

2505 Producers LN, Indianapolis IN 46218





# Pull-A-Part

2505 Producers LN, Indianapolis IN 46218





**Metro Auto Recyclers**

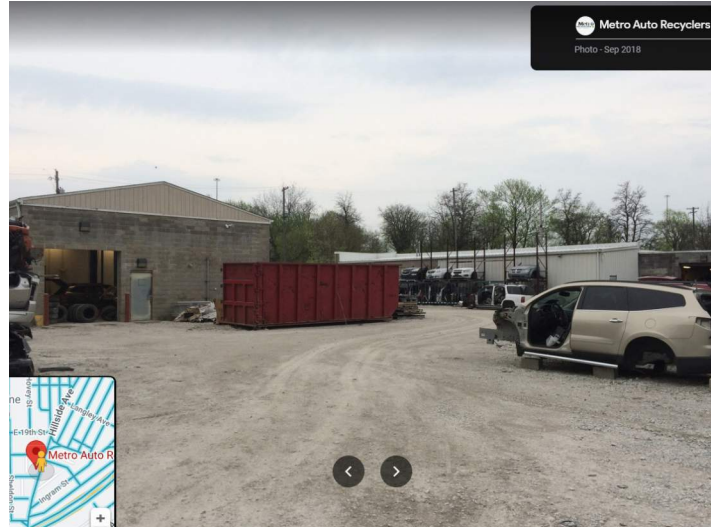
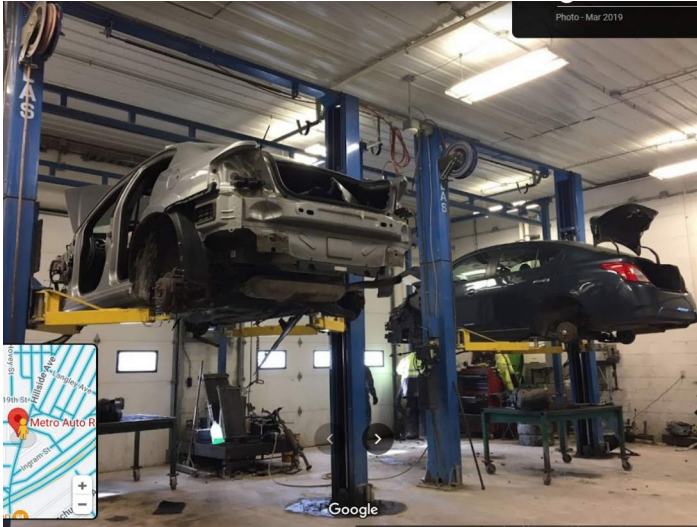
1724 Roosevelt Avenue, Indianapolis, IN 46218





# Metro Auto Recyclers

1724 Roosevelt Avenue, Indianapolis, IN 46218





**Metro Auto Recyclers**

2155 W. Lincoln way, Valparaiso, IN 46385





# Metro Auto Recyclers

2155 W. Lincoln way, Valparaiso, IN 46385

