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September 19, 2013

Mayor Ernest Burgess
Mayor of Rutherford County
101 Courthouse
Murfreesboro, TN 37130

RE: Tract 14-1, Acquisition of Utility Easement in connection with
Reconstruction of Broad / Old Fort – Memorial Intersection

Dear Mayor Burgess:

As you are aware, the State of Tennessee through its Department of Transportation ("TDOT") has for some time been planning an intersection improvement project for the referenced intersection (the "Project"). The Project will include placing all utilities underground. TDOT acquired the necessary road right-of-way ("ROW") for the project some time ago; TDOT did not, however, acquire sufficient ROW for or any easements for the relocation of the utilities.

The City of Murfreesboro is leading a cooperative arrangement with the various utility providers with facilities impacted by the Project (City fiber optic cable, City Water & Sewer Department, Murfreesboro Electric Department, COMCAST Cable, Atmos Energy Corporation, and AT&T) so that one utility easement will be acquired and shared by the utilities which will occupy it. As a part of that arrangement, Wisser Company has been engaged to determine the amount of easement required and to allocate the available space among the users. Wisser has also obtained surveys of the easements required from the various parcels and appraisals of the value of the parcels and a calculation of the value of the required easements.

The City is offering to purchase the necessary Utility Easement (and Temporary Construction Easement, if applicable) for the appraised value of \$40,098.00, plus a 10% bonus for a total of \$44,108.00, if we are able to complete the purchase without the necessity of resorting to condemnation.

A proposed Utility Easement reflecting this offer, with a copy of the surveyor's drawing of the easement to be acquired, is enclosed. Also enclosed are 1) a copy of the Appraiser's Report on this property, and 2) a copy of a Notice Regarding Your Rights as a Landowner and Summary of Eminent Domain Procedures.

Legal Department

111 West Vine Street * P.O. Box 1044 * Murfreesboro, Tennessee 37133-1044 * Phone 615 849 2616 * Fax 615 849 2662 * TDD 615 849 2689
www.murfreesborotn.gov

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Page 2.
September 19, 2013

To accept the City's offer, please sign the enclosed Utility Easement, have your signature notarized, and return the document to the City Legal Department. If it is more convenient, you may bring the document to the Legal Department to sign and one of our staff will notarize it for you. We will also need the completed Taxpayer Identification Number Request. You will receive a check for the amount stated within one to two weeks after the City receives the executed document.

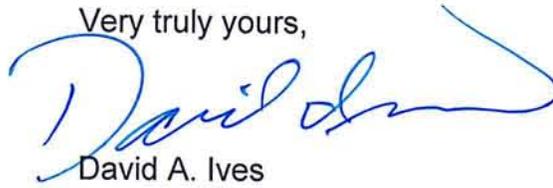
If you believe that there is an error with any of the calculations contained in the document or the Appraisal Report, we will review the matter and, if an error has occurred, we will correct it.

Due to the expected construction timing of this matter, we must have received the fully executed easement document by close of business on Monday, October 14, 2013. If we have not received the document from you by that time the City will proceed with condemnation of the Utility Easement. In that event, the 10% bonus offer will be withdrawn and only the appraised value will be tendered into Court.

Compensation with respect to signs or other property within the permanent or temporary easement areas, if any, will be addressed in a separate letter.

I look forward to hearing from you.

Very truly yours,



David A. Ives
Assistant City Attorney

Enclosures

xc: Dana Richardson, City Transportation Director
Tim Jackson, City Public Works Coordinator



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Easement Acquisition Taxpayer Identification Number Request

This information is being requested by the City of Murfreesboro for reporting purposes to the Internal Revenue Service and having this information accompany the executed document will expedite payment of monetary compensation. This information will be kept in strict confidentiality and will not be shared or displayed as public information.

PROJECT: Old Fort – Memorial Intersection

TRACT #: 14-1

OWNER(S) – Please provide your Taxpayer Identification Number
(Social Security Number or Employer Identification Number)
Printed Name and Signature on the spaces below, as per names on the title.

TIN

Printed Name

Signature

TIN

Printed Name

Signature

Name and Address of New Owner:
City of Murfreesboro
P.O. Box 1139
Murfreesboro. TN 37133-1139

This Instrument Prepared By:
David A. Ives, Assistant City Attorney
City of Murfreesboro
P.O. Box 1044
Murfreesboro, TN 37133-1044

SEND TAX BILL TO:
- Exempt -

Map 091K Group C Parcel 053.00

PERMANENT UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of

(\$_____), receipt of which is hereby acknowledged, the undersigned, **RUTHERFORD COUNTY, TENNESSEE, a political entity of the State of Tennessee**, (hereinafter referred to as "Grantor") has this day bargained and sold and does hereby transfer and convey unto the **CITY OF MURFREESBORO**, a municipal corporation existing in the State of Tennessee, its successors and assigns forever, the following utility easement, for the benefit of the utilities listed below, in, upon, along, under, through and across the hereinafter described parcel of land for the purpose of reconstructing the intersection of NW Broad Street and Memorial Boulevard/Old Fort Parkway in accordance with the plans and specifications for the project prepared by the Tennessee Department of Transportation ("TDOT"), as the same may be revised from time to time, together with all necessary rights of ingress and egress to and from said parcel of land, for the purpose of locating, laying, constructing, installing, servicing, repairing, replacing, enlarging, maintaining, and operating utilities, together with all necessary or appropriate fittings, appliances and appurtenances thereto, in, upon, along, under, through and across said parcel of land for the purpose of accomplishing the aforementioned project. Said parcel of land is more particularly described as follows:

UTILITY EASEMENT NO. 1:

Being a Utility Easement for the benefit of the following utilities: Murfreesboro Water and Sewer Department and Atmos Energy Corporation and being a portion of a certain parcel of land in Rutherford County, Tennessee, as recorded in Record Book 433, Page 2723, located on Tax Map 091K, Group "C" as Parcel 53.00 and is more particularly described as follows:

Commencing from the northeasterly corner of the above mentioned tract and the easterly right-of-way of Memorial Blvd.; thence, along said right-of-way and northern property line of said tract, S 26°50'27" W, a distance of 12.07' to the Point of Beginning; thence, leaving

said northerly property line and right-of-way, S 60°20'23" E, a distance of 383.14' to the southerly property line of the above mentioned tract and the northerly right-of-way of Rice St.; thence, along said property line, S 10°03'43" W, a distance of 21.21'; thence, leaving said right-of-way and southerly property line, N 60°20'23" W, a distance of 389.27' to the northerly property line of the above mentioned tract and the easterly right-of-way of Memorial Blvd.; thence, along said right-of-way and property line N 26°50'27" E, a distance of 20.00' to the Point of Beginning, containing 7,717 sf.

The above described easement voids, vacates and supersedes an existing 20' Water Line Easement recorded in Record Book 665, Page 3000, R.O.R.C., Tn., and is subject to a 25' Utility Easement parallel to Memorial Blvd..

Grantor's source of title being instrument of record at Record Book 433, Page 2723, Register's Office of Rutherford County, Tennessee.

TO HAVE AND HOLD said real estate, together with all appurtenances, estate and title thereunto belonging, unto the said Grantee, its successors and assigns forever.

The Grantor covenants with the said **CITY OF MURFREESBORO and the other beneficiaries of this Utility Easement** that Grant is lawfully seized and possessed of said real estate, has a good right to convey the same, and that it is unencumbered, except as may be hereinafter set forth.

The Grantor further covenants and binds itself, its heirs, successors, and assigns, forever, to warrant and defend the title to said **CITY OF MURFREESBORO and the other beneficiaries of this Utility Easement**, their successors and assigns, against the lawful claims of all persons, whomsoever.

The Grantor acknowledges that the compensation received for this conveyance includes compensation in full for any incidental damages to the remainder of the property under the law of eminent domain.

By its acceptance of delivery of this instrument, said **CITY OF MURFREESBORO and the other beneficiaries of this Utility Easement** covenant and bind, themselves, their successors and assigns to clean up and remove all surplus dirt, rock and other debris, and to restore the surface of the Grantor's property to its original condition insofar as reasonably practicable.

Wherever used in this instrument, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS OUR HANDS this the _____ day of _____, 20____.

RUTHERFORD COUNTY, a political entity of the State of Tennessee

BY: _____
Ernest Burgess, County Mayor

Attest:

Lisa Duke Crowell, County Clerk

STATE OF TENNESSEE)
 : ss
COUNTY OF RUTHERFORD)

Before me, the undersigned notary public, personally appeared Ernest Burgess, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the County Mayor of Rutherford County, a political subdivision of the State of Tennessee, the within named bargainor, and that he as such County Mayor executed the foregoing instrument for the purposes therein contained by personally signing the name of the County in his capacity as such officer.

Witness my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____ (seal)

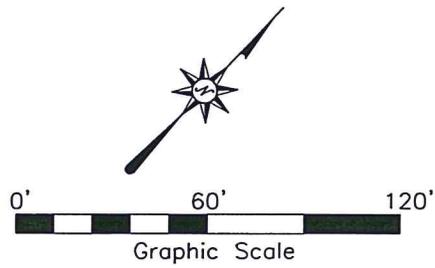
STATE OF TENNESSEE)
 : ss
COUNTY OF RUTHERFORD)

Before me, the undersigned notary public, personally appeared Lisa Duke Crowell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the County Clerk of Rutherford County, a political subdivision of the State of Tennessee, the within named bargainor, and that she as such County Clerk executed the foregoing instrument for the purposes therein contained by personally signing the name of the County in her capacity as such officer.

Witness my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____ (seal)



MEMORIAL BLVD.

S26°50'27"W
12.07'

N26°50'27"E
20.00'

P.O.C.
UTIL ESMT 1

UTILITY EASEMENT 2

RIGHT-OF-WAY

P.O.B
UTIL ESMT 1

13
CHAMBERS JOE F.
ETUX LINDA

BUILDING

15
BOWLING
ENTERPRISES

THE AREA SHOWN AS UTILITY EASEMENT 1
VOIDS, VACATES AND SUPERCEDES THE
RECORDING OF A WATER LINE EASEMENT
IN RB 665, PG 3000, R.O.R.C.,TN.

**TRACT 14
EASEMENT EXHIBIT**

UTILITY EASEMENTS

DATE: 7/2013
DRAWN BY: MCA
CHECKED BY: JCR
SCALE: 1"=60'



FILE NAME:
2013 PROJECTS\
13-01-201\SURVEY\
exhibits\tract14.DGN

1427 Kensington Square Court
Murfreesboro, Tennessee 37130
Telephone: 615-278-1500
Facsimile: 615-217-8130
www.wiserco.com

LEGEND
 UTILITY EASEMENT

PUBLIC UTILITY ESMT 1 - 7,717 SF
PUBLIC UTILITY ESMT 2 - 2,819 SF

RUTHERFORD COUNTY

14

RICE ST

S10°03'43"W
21.21'

N60°20'23"W

389.21'

383.14'

S50°20'23"E

383.14'



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NOTICE REGARDING YOUR RIGHTS AS A LANDOWNER AND SUMMARY OF EMINENT DOMAIN PROCEDURES

This Notice and Summary is being provided to you because the City of Murfreesboro ("City") needs to acquire certain property which you own.

LANDOWNER RIGHTS

You have the right to receive "just compensation" for your property.

Your property can only be taken by eminent domain for a "public use."

You have the right to contest whether the proposed use is a "public use."

You have the right to receive a copy of the appraisal of your property obtained by the City.

You have the right to obtain your own appraisal of your property.

You have the right to contest the amount of compensation offered by the City.

You have the right to hire an attorney to represent you in all phases of the land acquisition and eminent domain process.

If the City files a Petition for Condemnation for your property, you have the right to engage the City in certain "Alternative Dispute Resolution" processes to attempt to achieve a settlement without going to trial.

EMINENT DOMAIN PROCEDURES

This summary of eminent domain procedures is being provided to assist you in understanding your rights as a landowner and how the process of condemnation pursuant to the local government's right of eminent domain generally works. It is not offered as legal advice to you or to any other person with respect to any particular condemnation proceeding.

Under the Constitutions of both the United States and the State of Tennessee, private property can be acquired by local governments for public use only upon payment of compensation to the owner of the property. The Tennessee Constitution specifically provides in Article I, Sec. 21, "That no man's particular services shall be demanded, or property taken, or applied to public use, without the consent of his representatives, or without just compensation being made therefor."

"Just compensation," as defined by Tennessee's statutes, provides for the payment of "damages," which includes the fair market value of the property acquired. It also includes compensation for any "incidental damages" to the remainder of property caused by the acquisition. If you claim there are "incidental damages," the City is entitled to offset the value of any "incidental benefits" – such as improved access – which result from the City's project.

The City has obtained an appraisal of the property it needs to acquire, which included a determination as to the existence and amount, if any, of either "incidental damages" or "incidental benefits." The City will purchase this property from you for the appraised value plus an additional ten percent (10%) of the appraised value if condemnation can be avoided. If an agreement cannot be reached, the City will file a Petition for Condemnation ("Petition") and will tender the value as determined by the City's appraiser, without the 10% premium, into court. Once a Petition has been filed, you and the City are "parties" to the litigation.

Challenge to City's Right to Acquire.

If you wish to challenge the City's right to take your property, you must file an Answer to the Petition within 30 days after the date upon which you are served with a copy of the Petition. If you file an Answer containing a challenge to the City's right to take your property, that issue will be decided by the Court, without a jury, within a reasonable time after you file your Answer.

The Notice that will be attached to the Summons which will be served upon you will advise you of a date and time at which the City will ask the Court to award it immediate possession of the property being acquired. If you have not filed an Answer containing a challenge to the City's right to take the property, the City usually will be awarded possession of the property at the date and time stated in the Notice.

An award of possession allows the City to enter the property and to begin the construction or other use for which the property is being acquired. You can still challenge the amount of compensation that the City has deposited with the Court after the award of possession.

Payout of Funds Deposited.

If and when the City is awarded possession of the property, you are allowed to have the amount the City deposited with the Court paid to you provided that, if there are multiple owners, or other parties named in the Petition (such as a bank or another lender with a security interest in the property), all of the named parties must agree as to the manner of distribution before any of the funds can be paid out.

Challenge to the Amount Offered.

Generally, the City will not voluntarily agree to pay more than the amount of the value as determined by its appraiser (plus the ten percent (10%) premium) unless you, the landowner, can demonstrate some factual error (such as, that the appraiser calculated a .5 acre acquisition and the property being acquired is actually .8 acres) or unless you provide a report from a credible appraiser that places a higher fair market value on the property.

Alternative Dispute Resolution.

Tennessee law provides several alternative methods to assist persons in resolving their disputes, including disputes as to the appropriate amount of money to be paid to an owner for property being acquired by a government. Utilization of these Alternative Dispute Resolution ("ADR") methods may result in a resolution that is obtained more quickly with less expense than a resolution by a trial in court.

Mediation

You can ask the City to submit the issue of just compensation to mediation. If the City refuses to do so, you can ask the Court to order mediation. (The City can make the same request of you; the City can also ask the Court to order you to mediate.) Mediation is a process of assisted negotiation where the parties agree to have a "neutral" – usually an attorney, retired judge, or some other person with expertise in condemnation matters – assist them in negotiating an agreement. Often the mediator's primary function is to point out to both sides, in separate, confidential meetings, the risks, costs and likely results of continuing with litigation. You do not have to hire an attorney to represent you in a mediation, but you have the right to do so. You also may, but do not have to, hire your own appraiser and have an appraisal performed before engaging in mediation.

The mediator does not have any power to force you (or the City) to do anything. The parties retain complete control over whether or not to reach an agreement. Also, communications between each party and the mediator are confidential; whatever a party might say to the mediator cannot be discovered by the other side and used against that party if the mediation is not successful and there is a later trial.

While the mediator must be paid, the cost of a mediator is usually substantially less than the cost of preparing for and completing a trial. Mediators generally require payment of their estimated fees for the mediation in advance, and the usual practice is for the City and the property owner to each pay one half of a mediator's fee.

If you wish to discuss mediating your condemnation case, you (or your attorney if you have one) may call the City's attorney named at the end of the Petition.

Jury of View.

Tennessee state law, TCA Sec. 29-16-101 et seq., allows you or the City to elect to have "just compensation" determined by a "jury of view." Under this procedure, the Court appoints five jurors, usually persons with knowledge or expertise with regard to real estate values in the community, to visit the property, to hear testimony and argument, and to determine the amount of just compensation. Either party may appeal this determination to the Circuit Court, after which a standard, normal jury trial proceeding is conducted in the courtroom. Either party may appeal the result of this jury trial to the Court of Appeals.

Other ADR Procedures.

Tennessee Supreme Court Rules provide other methods of Alternative Dispute Resolution besides Mediation, including "Case Evaluations," "Mini-Trials," "Non-binding Arbitration," and "Summary Jury Trials," any of which may be agreed to by the parties or ordered by a Court upon request. You (and your attorney if you have one) may wish to discuss and consider any of them. Mediation is the most commonly used ADR process with respect to governmental acquisitions of property.

Trial.

If an agreement is not reached by direct negotiation or after utilizing one of the ADR processes, the amount of "just compensation" or "damages" will be determined in a trial by a jury in Circuit or Chancery Court or, if a jury is waived, by a Circuit Judge or the Chancellor. In most cases, the trial will not occur until after both sides have conducted "discovery," including depositions of the parties and their intended witnesses. Conducting such discovery can be time-consuming and expensive for all parties.

Appeals.

After completion of the trial, whether by a jury or by a judge sitting without a jury, either party may appeal to the Court of Appeals. Such an appeal requires preparation of a transcript of the proceedings and of briefs containing the parties' legal and factual arguments. The appeals process takes substantial additional time and requires additional costs to both parties. After the Court of Appeals issues a decision, either party has the further right to ask permission to appeal to the Tennessee Supreme Court.

An advantage of a settlement, whether achieved directly or through an ADR process, is finality. Since the parties voluntarily agree, there are no appeals; the matter is closed.

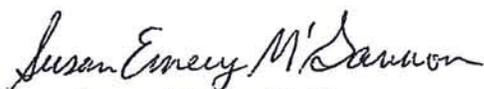
Property Owner's Right to Delay.

When property is being acquired for a roadway, Tennessee state law (TCA Sec. 29-17-1001) gives a landowner the right to delay a decision as to the amount of damages until after the roadway, or the work being done to it, is complete. This may result in a delay of several years. If any amount above the amount tendered into court by the City is found to be due to you at the conclusion of the case, you will be entitled to interest on that additional amount at a rate set by statute.

Summary; Disclaimer.

The information in this Notice and Summary is intended as a brief summary of your rights as a landowner and of Tennessee law and procedure regarding eminent domain or condemnation. It is not offered as legal advice and is not a substitute for obtaining legal counsel. The process of acquiring property by eminent domain can be, and often is, quite complex. You may wish to consult with an attorney of your choosing who is experienced in the eminent domain process to help you consider and evaluate your rights and provide you with information and advice before you make any decisions based on this information.

You are welcome to call this office if you have questions about the eminent domain procedures.


Susan Emery McGannon
City Attorney


David A. Ives
Assistant City Attorney

The Purpose of This Appraisal is to Estimate the Fair Market Value for Utility Right-of-Way Acquisition as of the Effective Date of this report

1. Name, Address :

(A) Owner: Rutherford County (B) Tenant:
County Mayor Office, Courthouse
Murfreesboro, TN 37130

(C) Address and/or location of subject: 502 Memorial Boulevard
Murfreesboro, TN 37129

2. Detail description of entire tract:

The property fronts 126.26'+/- on the proposed southern R.O.W. of Memorial Boulevard, between SR 96 Sta 129+00.00'+/- and SR 96 Sta 131+00.00'+/-. The property is shaped like an irregular polygon, with a depth of approximately 373'+/- along its northern property line. The lot is generally level with road grade of Memorial Boulevard and sloping downward towards its rear property line at Rice Street. There is a 20'+/- waterline easement traversing the property from front to back, near the northern property line, benefitting the city of Murfreesboro, TN.

3. (A) Tax Map and Parcel No. 091K-C-053.00 (B) Is Subject in a FEMA Flood Hazard Area? Yes No X
If yes, Show FEMA Map/Zone No. See Discussion in Market Data Brochure

4. Interest Acquired: Fee Drain Esmt. Construction Esmt. Slope Esmt. Utility Esmt: X
Conservation Esmt: Other:

5. Acquisition: Total Partial X

6. Type of Appraisal: Formal Formal Part-Affected X 1. Summary Report X
2. Self-Contained Report

Intended Use of Report – This “Formal Part-Affected” appraisal of a 100% ownership position is intended for the sole purpose of assisting the City of Murfreesboro in the acquisition of land for right-of-way purposes. This assignment is of a portion of the subject property and will not include the valuation of the subject improvements.

This is a summary report, which is intended to comply with Standard Rule 2-2(b). As such, it presents only summary discussions of the data, reasoning and analysis that were used in the appraisal process. Supporting documentation that is not provided within the report is retained in the appraiser’s work file. The depth of discussion contained in this report is specific to the needs of the client.

7. Detail Description of land acquired:

There are two proposed acquisition areas consisting of a total of 10,536 SF of utility easement. Public Utility Easement 1 is a strip taking almost perpendicular to the Subject property’s property line along Rice Street, being 21.21’ wide along the western R.O.W. of Rice Street; extending 398.27’ in a northwesterly direction; and narrowing slightly to 20’ wide; this easement contains 7,717 SF. The area is inside of the driving lane and ingress/egress of the existing asphalt paving.

Public Utility Easement 2 is a strip taking along the proposed southern R.O.W. of Memorial Boulevard traversing the entire width of the property, being approximately 25’ wide at its widest and varying in width in front of the building; the easement contains 2,819 SF; see attached easement exhibit.

8. Sales of Subject: (Show all recorded sales of subject in past 5 years; show last sale of subject if no sale occurred in last 5 years.)

Date of Sale	Grantor	Grantee	Book/Page	Verified Consideration	How Sale Verified
09/30/2004	Rutherford County Board of Education	Rutherford County, Tennessee	433/2723	\$ 0	Instrument of Record
10/21/1959	City of Murfreesboro	Rutherford County School Commission	130/178	\$ 5,000	Instrument of Record
Existing Use	Zoning	Utilities Available	Off-site Improvements	Area, Lot or Acreage	
Retail	CH Commercial Highway	Electric, Water, Gas, Sewer, Phone	Asphalt paved street, street lights, concrete curbs, gutters, sidewalks	0.691 AC or 30,099.96 SF	

9. Highest and Best Use: (Before Acquisition) (If different from existing make explanation supporting same.)

The fundamental proposition in land economics and an essential requirement to the value of real property is the assessment of a property’s Highest and Best Use. Subject to the constraints imposed by law, prevailing market conditions, as well as the overall character of the property itself, Highest and Best Use may be defined as the optimum or most probable use/development of a property which yields the highest land value or net return to an owner/investor. The Appraisal Institutes terminology handbook states further:

State Project No. 75011-2234-54 County Rutherford City Project No. 101112.00 Tract No. 14
Federal Project No. CM/STP-NHE-96(9) Name of Appraisers Gregory Peck/Roger Stacey

“That reasonable or probable use that will support the highest present value of the land, as of the effective date of the appraisal; -- that available use and program of future utilization/development which will maximize the potential net return of an investment over a given period of time--.”

Important factors of consideration in such an analysis include legal regulations (zoning, deed restrictions, building requirements, etc.), market supply/demand conditions, neighborhood trends, and the locational and physical character of the property itself. The following analysis thus examines the subject property in light of each of these factors in order to determine which of the various alternatives are the most suitable and feasible uses.

The Highest and Best Use of the subject is typically considered from two aspects -- the Highest and Best Use of the land “As-If-Vacant”, and available for development and the Highest and Best Use in light of the existing improvements, or “As-Improved”.

AS-IF-VACANT

A careful study of the physical and locational characteristics of the subject property must be analyzed and compared with economic considerations to determine which type of use (or uses) will produce the greatest economic return to the land.

In an effort to accurately estimate the Highest and Best Use of the subject property, the uses must meet four main criteria; the uses must be: (1) legally permissible; (2) physically possible; (3) financially feasible; and, (4) maximally productive.

Legally Permissible: Typically, in the absence of private restrictions, uses permissible under the applicable zoning ordinances are considered. The parcel is zoned CH, commercial. The legally permissible uses are those uses that comply with CH, commercial zoning regulations.

Physically Possible: Physical constraints relative to location, size, shape, topography and availability of utilities all influence the use to which a property can be developed. As detailed in this report, the subject property does have the physical characteristics necessary for approved uses and development according to the current zoning ordinance.

Financially Feasible and Maximally Productive: Uses that are likely to produce adequate income or a return greater than the combined income required to satisfy expenses are considered financially feasible. Among financially feasible uses, the use that provides the maximum potential rate of return, or value (given a constant rate of return), is indicative of a property’s Highest and Best Use. The financially feasible and maximally productive use “as if vacant” for the subject site is discussed as follows:

physical characteristics, i.e., size, frontage, depth, necessary utilities, topography, proximity to major traffic thoroughfares, businesses, linkages, fire and police protection and hospital services make this property ideal for commercial use. The property is appropriately zoned. The subject is in an historically developed and commercial area of the city, and there exists historical demand for such a use. Therefore, the highest, best, most profitable use, as-vacant, is commercial development.

AS-IMPROVED

There are only three highest and best use possibilities for improved sites : raze, remodel or leave as is.

The main improvement was constructed in 1960, according to public record, and is representative of an average quality office building; the county is currently using the building for maintenance department use. Rutherford County has recently constructed a newer office building on the rear of the lot, facing Rice Street. The site’s improvements can be razed. However, razing them will not increase the overall value of the property or the functionality of it as a stand-alone commercial lot. The improvements could also be remodeled; however, given the scope of this assignment for a part affected appraisal, it is assumed that the improvements are adequate for its current use. The highest and best use as-improved is to leave the improvements as they are under a continuation of office use.

APPRAISAL METHODOLOGY

Basis	In the theoretical real estate appraisal, all three preliminary approaches to value are processed and their differences reconciled in arriving at a final value estimate. Practically, in appraising specific properties, this is rarely the case. Generally, one or more approaches are more useable and suitable than others.
Subject Property	In many appraisals, the Sales comparison Approach is the only approach which can be utilized effectively or meaningfully to produce a credible result. This is the most reliable procedure for estimating land value and, when sufficient comparable data exist, it is the most reliable method of estimating total property value. Sales of similar parcels are compared, weighted and related to the property being appraised. In this case, sufficient data is available to process this approach to the valuation of the subject site as though vacant.
After Value	The State of Tennessee uses what is called "the State Rule" as opposed to "the Federal Rule". That is to say that the part acquired shall be paid for without exception and should special (incidental) benefits be expected to accrue to the remainder as a result of the proposed acquisition, these can only be offset incidental damages. It is generally recognized that appraising is not an exact science; some public acquisitions have such a minimal effect on value that no discernable difference in market value "before" and "after" can be ascertained in the marketplace. By statute, the State of Tennessee must pay for the actual acquisition, regardless of the fact that no discernable difference in market value before and after the acquisition can be demonstrated. Therefore, this report will address the Before Value and the value of the part acquired without consideration to the market value "post acquisition".

SALES COMPARISON APPROACH

14. LAND VALUE ANALYSIS

ADJUST SALES TO SUBJECT USING (Plus +, Subject Better) (Minus -, Subject Poorer) Using Dollar Adjustments Only. If the land is broken down and assigned more than one unit value, additional sales must be shown supporting each value.

(A) ANALYSIS OF COMPARABILITY (Insert Comp. Sale No's. from Brochure or Attachments)

Comparability Analysis		Sale No. <u>RLS-1</u> Advance Auto Parts		Sale No. <u>RLS-3</u> Bojangles		Sale No. <u>RLS-4</u> Murphy Gas	
Cash Equivalent Sales Price		\$575,000.00		\$575,000		\$800,000.00	
Date of Sale	Time Adj.	4/1/2013	\$0.00	9/9/2011	\$0.00	12/3/2011	\$0.00
Time adjusted sale price		\$575,000		\$575,000		\$800,000	
Proximity to Subject		4.1+/- Miles N		2.4+/- Miles NNE		1.2+/- Miles NE	
Unit Value: SF <input checked="" type="checkbox"/> FF <input type="checkbox"/> Ac. <input type="checkbox"/> Lot <input type="checkbox"/>		47,581		43,152		49,018	
Price Per Unit Value : SF <input checked="" type="checkbox"/> FF <input type="checkbox"/> Ac. <input type="checkbox"/> Lot <input type="checkbox"/>		\$12.08		\$13.32		\$16.32	
Elements	Subject	Description	(+)(-) Adj.	Description	(+)(-) Adj.	Description	(+)(-) Adj.
Location (A)	Memorial Blvd.	Comparable	\$0.00	Comparable	\$0.00	Comparable	\$0.00
Size (SF) (B)	30,099.96	47,581	\$0.00	43,152	\$0.00	49,018	\$0.00
Shape (C)	Irregular	Comparable	\$0.00	Comparable	\$0.00	Comparable	\$0.00
Visibility (D)	Interior	Interior	\$0.00	Corner	\$0.00	Corner	\$0.00
Topography (E)	Sloping	Level	\$0.00	Level	\$0.00	Level	\$0.00
Access (F)	Public Rd.	Comparable	\$0.00	Comparable	\$0.00	Comparable	\$0.00
Zoning (G)	CH	CH	\$0.00	CH	\$0.00	CH	\$0.00
Utilites Available (H)	W/E/T/S/G	W/E/T/S/G	\$0.00	W/E/T/S/G	\$0.00	W/E/T/S/G	\$0.00
Encumbrances (I)	Normal Util.	Normal Util.	\$0.00	Normal Util.	\$0.00	Normal Util.	\$0.00
Off-Site Improvements (J)	Normal	Comparable	\$0.00	Comparable	\$0.00	Normal	\$0.00
On-Site Improvements (K)	N/A	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
Other (L)	N/A	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
Flood Plain (M)	N/A	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
NET ADJUSTMENTS		(+)(-)	\$0.00		\$0.00		\$0.00
ADJUSTED INDICATED UNIT VALUE			\$12.08		\$13.32		\$16.32
(B) Total Indicated Value for Subject Land		\$13.00 x 30,099.96 (=)	\$391,299.48		\$391,000		Rounded

COMMENTS:

The issue of adjustments to the commercial and retail land sales was addressed on a global basis on pages 19 to 22 of the Market Data Brochure. To summarize, the analysis of the sales data indicates that no adjustment is warranted for size, corner versus interior location or time within the relatively short period in which all of the comparable retail land sales in the Market Data Brochure sold. There are no logical reasons for the disparity in the price per square foot paid for some of the sites. Most of the disparity is considered a hold over of the recent recession which virtually stopped retail commercial land sales for a four year period. Murfreesboro's growth has been to the north and south along Memorial Boulevard. The Subject lies on Memorial Boulevard. All three of the sold properties are located along Memorial Boulevard (or immediately off of Memorial Blvd.) north of the subject property. The Subject is 70% the size of the smallest comparable sale above. In the final analysis, there is a 35% range from low-to-high indication which is considered fairly wide in the appraisal of real estate. The adjustment grid above reflects our efforts to account for the major differences between the sales and the Subject. Although precision appears to be implied by this process, it is largely a matter of our judgment and opinion. A nearby property has been available for purchase and marketed for over 440 days. It is currently available for \$185,000 which translates to \$12.63/SF, and still no offer or contract is in place. As that site, for all practical purposes, is considered to be virtually unimproved, it has established the ceiling for perceived market value, in the eyes of local market participants for interior lots near the subject. Considering the size and configuration of the Subject, \$13/SF grants the greatest benefit to the property owner as proven by the direct relationship between the recorded sales above and the current unaccepted offering/asking price of the neighboring lot. Subject size is obtained from the State of Tennessee Department of Transportation Bureau of Planning & Development "Right-of-Way Acquisition Table" for this project.

Appraisal Report
City of Murfreesboro

17. EXPLANATION and/or BREAKDOWN OF LAND VALUES

VALUATION OF LAND

Land Type:	Irregular Site	Area:	<u>30,099.96</u>	SF @	<u>\$12.9901</u>	(=)	<u>\$391,000</u>
Land Type:		Area:	<u> </u>	SF @	<u> </u>	(=)	
Land Type:		Area:	<u> </u>	SF @	<u> </u>	(=)	
Land Type:		Area:	<u> </u>	SF @	<u> </u>	(=)	
Land Type:		Area:	<u> </u>	SF @	<u> </u>	(=)	
		Total Area:	<u>30,099.96</u>	SF	Total Value:		<u>\$391,000</u>

Remarks :

None.

18. APPROACHES TO VALUE CONSIDERED :

(A) Indicated Value of () Entire Tract	(X) Part Affected	from Sales Comparison Approach	<u>\$391,000</u>
(A) Indicated Value of () Entire Tract	() Part Affected	from Cost Approach	\$0
(A) Indicated Value of () Entire Tract	() Part Affected	from Income Approach	\$0

(D) RECONCILIATION: (Which approaches were given most consideration) (Single-Point Conclusion Should be Reasonably Rounded)

N/A

19. FAIR MARKET VALUE :

FAIR MARKET VALUE OF () Entire tract	(X) Part Affected	<u>\$391,000</u>
(A) Total Amount Due Owner if () Entire tract	(X) Part Affected	ACQUIRED <u>\$391,000</u>
(B) Total Amount Attributable to:	Land:	<u>\$391,000</u>
	Improvements:	<u>\$0</u>

Remarks:

None.

PARTIAL ACQUISITION

20.

VALUE OF ENTIRE TRACT.....	Land Only	\$391,000
<hr/>		
AMOUNT DUE OWNER IF ONLY PART ACQUIRED (Detail breakdown)		
A. Land Acquired: Fee simple	Area: <u>0.00</u> SF @	<u>\$12.9901</u> (=) \$0.00
Land type: Utility easement	Area: <u>10,536</u> SF @	<u>\$5.196</u> (=) \$54,745
Land type:	Area: @	(=) \$0.00
Land type:	Area: @	(=) \$0.00
Land type:	Area: @	(=) \$0.00
Land type:	Area: @	(=) \$0.00
Land type:	Area: @	(=) \$0.00
	TOTAL AREA : 10,536 SF	TOTAL VALUE : \$54,745
B. Improvements Acquired (see 19B)		(=) \$0.00
C. Value of Part Acquired Land & Improvements (Sub-total)		(=) <u>\$54,745</u>
D. Total Damages (See explanation, breakdown & support Item 24 & 25)		(=) \$0.00
E. Sum of A, B & D		(=) <u>\$54,745</u>
F. Benefits (explain and deduct from (D); amount must not exceed incidental damages)		(=) \$0.00
G. TOTAL AMOUNT DUE OWNER (if only partial acquisition)		(=) <u>\$54,745</u>

21. **VALUE OF REMAINDER** (See Item 24 for Documentation of Remainder Value)

A. LAND REMAINDER

	Amount Per Unit		Damages		Remaining Value
	Before	After	%	\$	
Left <u>30,099.96</u> SF @	\$391,000	\$391,000	0%	\$0.00	\$391,000
Right SF @					\$0.00
Remainder Value of Land.....					\$391,000
Less Amount Paid for Easements (Item 20A)					\$54,745
Less Cost to Cure (Item 20D)					\$0.00
Total Remainder Value of Land.....					<u>\$336,255</u>

B. IMPROVEMENTS REMAINDER

	Improvement No.	Site Improvements	Before Value	Damages		Remaining Value
				%	\$	
	<u>1</u>		N/A	0%	\$0.00	\$0.00
			N/A	0%	\$0.00	\$0.00
Remainder Value of Improvements.....						\$0.00
Less Cost to Cure Items.....						\$0.00
Total Remainder Value of Land & Improvements.....						<u>\$336,255</u>

Summary of Foregoing Calculations of Amount due Owner Under Tennessee Rule

Value of Part Acquired as Part of the Whole (Item 20G)	\$54,745
Value of the Remainder as Part of the Whole	\$336,255
Value of the Remainder After Acquisition (i.e., "After Value")	N/A
Damages Including Cost to Cure (Item 20D)	\$0.00
Benefits (Item 20F)	<u>\$0.00</u>
 Value of the Property Rights Acquired (i.e., Amount Due Owner item 20G)	 \$54,745

The foregoing calculations are very precise and imply an accuracy that does not exist in the valuation process. This is particularly true of the calculation of the value of the remainder. Normal practice would be to round to the nearest 1% or two significant digits; doing so, however, would often fail to pay the property owner for all of the acquisition area.

SUMMARY OF REMAINDER

(Supplement to Items 20 and 21)

A full narrative description of the remainder (s) must be given on all partial acquisitions. The after value estimates, both land and improvements shall be documented and supported by one or more of the applicable approaches to value.

23. HIGHEST AND BEST USE AFTER ACQUISITION:

Remains largely unchanged. The existing improvements vary in age but considering the current uses, are adequate. This is not an interim use and is reflective of its current highest and best use.

24. DESCRIBE REMAINDER (S):

The property fronts 126.26'+/- on the proposed southern R.O.W. of Memorial Boulevard, between SR 96 Sta 129+00.00'+/- and SR 96 Sta 131+00.00'+/-. The property is shaped like an irregular polygon, with a depth of approximately 373'+/- along its northern property line. The lot is generally level with road grade of Memorial Boulevard and sloping downward towards its rear property line at Rice Street.

Permanent Easements

The proposed permanent easement, Easement 2, contains 2, 819 SF or 0.0647 acre. This easement is irregular in width and 25' at its widest, and runs along the front property line of the property along the proposed southern right-of-way of Memorial Boulevard, and within the 42' wide setback of the CH zoning classification. There will be no grade changes. The proposed permanent easement, Easement 1, contains 7,717 SF or 0.1772 acre. This easement is mostly regular in width and 21.21' at its widest, and runs almost perpendicular to the rear property line of the property at the western R.O.W. of Rice Street. There will be no grade changes.

Generally, a linear subsurface easement of the foregoing type has no adverse effect on the land value, as long as the overall development potential of the site remains unchanged. Extensive research and analysis of the sales of easements was performed the results of which are documented in the Market Data Brochure. That research indicates that the land in a subsurface easement area is mostly sold for between 25% and 70% from the price that nearby comparable properties that are sold in fee simple with most of the discounts or adjustments in the 40% to 45% range, i.e., the easement area acquired is worth between 40% and 45% of the fee value.

Normally a utility easement conveys a:

a perpetual easement and right of way for the following purposes, namely: to construct, reconstruct, repair, operate and maintain on the described lands a [fiber optics cable, or a service line for natural gas distribution, water distribution and/or a sanitary sewer line] and to cut, trim or remove the trees and shrubbery located within the perpetual easement for the purposes of construction, together with the right to keep the perpetual easement clear of brush, trees, buildings, and fire hazards, and to remove danger trees, if any, located beyond the limits of said right of way; over upon, across and under ...

This is an easement in gross that has utility in and of itself or in conjunction with other continuous easements. Generally, if property burdened with easements is taken by eminent domain, the property must be valued in its existing condition and not an unencumbered fee. This is an exception to the normal *unit rule*, which holds that for condemnation purposes the appraiser is to value the property as if title is held by a single entity. In this case, the appraiser must consider the effects of the existing easements that encumber the property being appraised. According to the legal description of Easement 1, any preexisting easement overlap is voided and vacated; for Easement 2, there is a 500 SF area of overlap for a preexisting water line easement. No market data exists to assign a value to such a small area of overlap; additionally, the area of the acquisition is inside of the setback area, therefore, any overlap will be ignored.

Permanent Easement Calculation						
Tract			Easement			
	Tract No.	Price / SF	Percent	Price/SF	Area	Easement Value
	14	\$12.9901	40.00%	\$5.196	10,536	\$54,745 ®
Total					10,536	\$54,745

Temporary Construction Easements: None.

25. DAMAGES TO THE REMAINDER: Generally there are two types of damages: Cost-to-Cure and Permanent.

25(A). Damages : Cost-to-Cure

For the acquisition of underground easements, it is the City of Murfreesboro's policy to have any fencing, asphalt, concrete, flag poles, ground mounted lights, signage, and etcetera in the easement area replaced in-kind by the contractor for the condemning authority; therefore, there are no cost-to-cure damages.

25(A). Damages : Permanent i.e., Before and After

As stated earlier in this report, the proposed acquisition has such a minimal effect on value that no discernable difference in market value before and after the acquisition can be ascertained in the market place. By statute, the State of Tennessee must pay for the actual acquisition, regardless of the fact that no discernable difference in market value before and after the acquisition can be demonstrated. Therefore, this report will address the Before Value and the value of the part acquired without consideration to the market value "post acquisition".

PHOTOGRAPHS

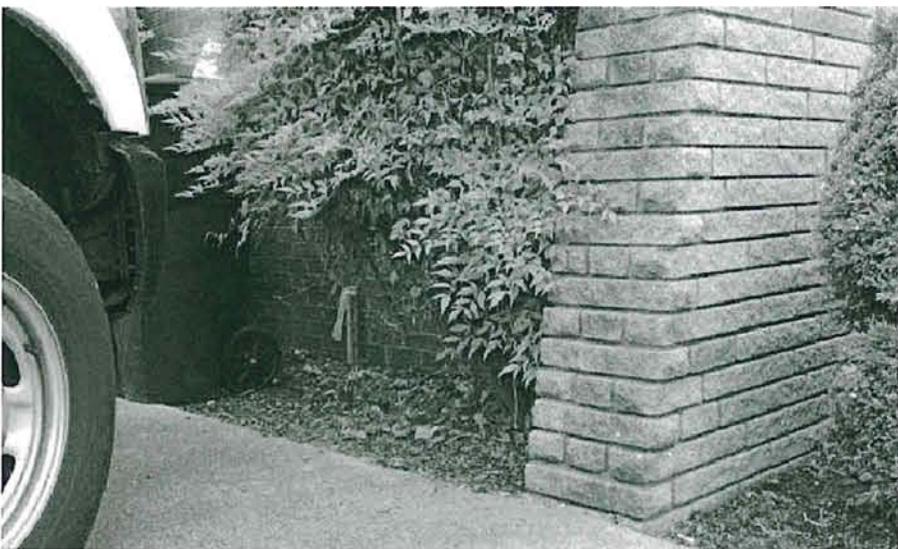
Taken June 27, 2013

26.

Looking southward from northern property line along Public Utility Easement 2; Memorial Blvd to Right.



Looking northward at front corner of building and Public Utility Easement 2 stake; Memorial Blvd to left.



Looking northward along Public Utility Easement 2; Memorial Blvd to left.



PHOTOGRAPHS

Taken June 27, 2013

26.



Looking eastward along Public Utility Easement 1; Rice Street in background.



Looking westward along Public Utility Easement 1 at Rice Street R.O.W.

PURPOSE OF APPRAISAL

The purpose of the appraisal is to estimate the amount due the property owner as a result of a proposed acquisition of all or a portion of the property for right-of-way purposes, as of the date of inspection (the "effective date") of the property that is the subject of this report. The value estimate in this report is market value. For the purposes of this appraisal, the terms "market value" and "fair market value" are used interchangeably. See "Definition of Fair Market Value" below.

DEFINITION OF FAIR MARKET VALUE

"Fair Market Value means the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied. [Tennessee Pattern Jury Instructions (TPI) Civil 11.03].

ASSIGNMENT CONDITIONS

This Appraisal Report has been made with the following general assumptions and limiting conditions : no extraordinary assumptions or hypothetical conditions were used in arriving at the opinion of value in this report. Use of this report is restricted to the Client. The appraiser's conclusions and opinions set forth in this report may not be understood properly without additional information contained in the appraiser's work file.

PROPERTY RIGHTS APPRAISED

The property rights appraised are the fee simple ownership, free and clear of financing and any leases. No consideration has been given to a division of interests between multiple owners or fractional interests. Any and all liens, such as *ad valorem* tax liens, have been disregarded. The property is assumed to be free and clear of all encumbrances except easements or other restrictions as noted on the title report or during the physical inspection of the property and mentioned in this report. The easement rights, if any, consist of the acquisition of less than fee simple title and in these cases the extent of the property rights conveyed have been considered in arriving at the estimate of value.

CLIENT AND INTENDED USE

The client is the City of Murfreesboro, which will use this report in the acquisition of all or portions of the affected property in the exercise of eminent domain, in connection with the proposed transportation project.

The function of this appraisal report is to: (1) provide pertinent information about the physical features and economic character of the parcel being appraised; and (2) estimate the market value of the rights being acquired, including incidental damages, if there are any, to the remaining property in the event of a partial taking.

Use of this report by others is not intended by the appraiser(s) and no third party may rely upon the appraisal report for any purpose without the written consent of the appraiser(s).

COMPLETE APPRAISAL

In developing an opinion of value, the appraiser(s) performed a complete appraisal process. This summary appraisal report presents a complete appraisal of the real estate, without involving the departure provision of USPAP. However, it does not contain all of the data, reasoning, analysis and conclusion. Supporting documentation, such as the right-of-way plans, is retained in the file.

SCOPE OF THE APPRAISAL

This appraisal involved the following: (1) physical inspection of the property that is the subject of this report; (2) investigation of the surrounding area to determine its physical characteristics, as well as the supply and demand within the subject's market segment of comparable land, improved sales and rent comparable, as appropriate; (3) research of the public records relative to the history of the subject property and surrounding land uses; this search included *ad valorem* tax and assessment information, private as well as public easements and restrictions, zoning and other land use constraints; (4) as appropriate, sales and rental data were obtained through research of public records, published sources of real estate data and interviews with market participants; the sales data presented were all verified through sworn consideration in the deed, and where possible, confirmation with either the buyer, seller or their representative(s), and physical inspection of sold properties; (5) plans for the proposed construction, including cross sections of cuts and fills for the subject property, have been considered in arriving at the estimate of amount due owner.

INTENDED USER

The intended user of this report is the City of Murfreesboro.

ATTACHMENTS

Sales information and/or other pertinent information, which is part of this appraisal report and referenced in the text of this appraisal, can be found:

- attached at the end of this report.
- in a related market data brochure prepared for this project and which becomes a part of this report.

GENERAL LIMITING CONDITIONS & ASSUMPTIONS

This appraisal report has been made with the following general assumptions and limiting conditions:

1. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
2. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report. No opinion of title has been made nor is any responsibility assumed for matters of a legal nature.
3. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
4. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
5. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable.
6. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
7. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined and considered in this appraisal report.
8. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
9. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process. The appraiser(s) hereby reserve(s) the right to alter, amend, revise or rescind any of the value opinions contained herein based upon any subsequent environmental impact or hazardous materials studies, research or investigation.
10. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
11. Unless otherwise stated, the authors assume that that the property is suitable and adequate for the highest and best use as set out in this appraisal report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
13. All information and opinions contained in this report are considered accurate and from reliable sources and are provided subject to error and omissions, in fact or opinion. No one other than the person or persons signing this report prepared the analyses, the conclusions and the opinions concerning the value of the real estate set forth in this report.
14. Any value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division of interests has been set forth in the report.
15. The forecasts, projections, or operating estimates contained herein are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes in future conditions.
16. Opinions of value contained herein are estimates. There is no guarantee, written or implied, that the subject property will sell for such amounts.
17. The authors are not required to give testimony or attend court by reason of making this report, unless arrangements have been made in advance. Disclosure by the authors of the contents of this report is subject to review in accordance with the by-laws and regulations of the professional appraisal and other organizations of which the authors are affiliated or members.
18. Neither all nor part of the contents of this report, or copy thereof (conclusions as to property value, the identity of the authors, professional designations, reference to any professional appraisal organizations, or the firm with which they are connected) shall be conveyed to any persons or any entities other than those specifically named herein as Intended Users, for any reason. Possession of this report, or a copy thereof, does not carry with it the right of publication.
19. The appraiser(s) has/have had no discussion with the property owner or any employee of the owner in regards to the estimate of value in this report.
20. Every effort has been made to prepare this appraisal, and the appraisers believe that the report is, in compliance with the *Uniform Standards of Professional Appraisal Practice (USPAP)* of the Appraisal Foundation and the Appraisal

Institute's Appraisal Guidelines. The appraisers possess the knowledge and experience to complete this assignment competently, in compliance with the stated regulations.

21. The liability of Gregory Peck and Associates, employees and the appraisers named herein is limited to the client only and only up to the amount of the fee actually received for the assignment. Further, there is no accountability, obligation or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraisers are in no way responsible for any costs incurred to discover or correct any deficiency in the property.
22. This appraisal reports the value of the real estate only.
23. We have carefully reviewed and edited this report. In spite of that, it may include typographical errors and/or technical inaccuracies. Any errors and omissions which are subsequently discovered and which alter the conclusions will be promptly corrected.
24. Real estate values are influenced by a large number of external factors. The data contained herein is all of the data we consider necessary to support the value estimate. We have not knowingly withheld any pertinent facts, but we do not guarantee that we have knowledge of all factors that might influence the value of the subject. Due to rapid changes in the external factors, the value estimate is considered reliable only as of the date of the appraisal.
25. All economic and political factors affecting the facts in this report are assumed to remain in a posture at least as favorable as existing on the specified "Effective Date" of the report unless stated otherwise in the body of the report.
26. Certain information concerning market and operating data was obtained from others. This information is verified and checked, where possible, and is used in this appraisal only if it is believed to be accurate and correct. However, such information is not guaranteed.
27. All information and comments pertaining to this and other properties included in the report represent the personal opinion of the appraiser(s), formed after examination and study of the subject and other properties. While it is believed the information, estimates and analyses are correct, the appraiser(s) does(do) not guarantee them and assume(s) no liability for errors in fact, analysis or judgment.
28. Acceptance of and/or use of this report constitutes the acceptance of the foregoing Standard Limitations and Conditions of this Report.

CERTIFICATION OF THE APPRAISER

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

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I/we have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I/we have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Neither my employment nor my compensation for completing this assignment is contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.
7. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
8. Every effort has been made to develop my/our reported analysis, opinions and conclusions and to prepare this appraisal, and the appraiser/appraisers believe that these are, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice (USPAP)*.
9. Both individuals signing this report have made a personal inspection of the property that is the subject of this report. All individuals signing below have also made a personal field inspection of comparable sales relied upon in making this appraisal. The subject and comparable sales relied upon in making this appraisal report were as represented by the photographs contained in this appraisal report and/or Market Data Brochure.
10. No one provided significant professional assistance to the persons signing this report.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. I/We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment.
13. Gregory Peck has completed the Appraisal Institute educational recertification program through 12/31/2016.
14. I understand that such appraisal is to be used in connection with the acquisition of right-of-way for a highway to be constructed by the City of Murfreesboro with the assistance of Federal-aid highway funds, or other Federal funds.
15. That any increase or decrease in fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.
16. That I/we have not revealed the findings and results of such appraisal to anyone other than the proper officials of the City of Murfreesboro and I will not do so until so authorized by City Officials, or until I am released from such obligation by having to publicly testify as to such finding.

17. That :

the OWNER (Name) Rutherford County was contacted on (Date) 6/27/2013

In Person By Phone *By Mail, and was given an opportunity for him or his designated representative (Name) Ben Mankin to accompany the appraiser during his or her inspection of the subject property.

The owner or his representative Declined Accepted to accompany appraiser on 6/27/2013

*If by mail attach copy to 2A-12

Date(s) of inspection of subject 6/27/2013

Date(s) of inspection of comparable sales 5/14/2013

(18) That the centerline and/or right-of-way limits were staked sufficiently for proper identification on this tract.

(19) That the roadway cross sections were furnished to me and/or made available and have been used in the preparation of this appraisal.

(20) That my (our) opinion of the fair market value of the acquisition as of the 27 day of June, 2013 is \$54,745 Based upon my independent appraisal and the exercise of my professional judgment.

Gregory O. Peck, CCIM, SRPA
State Certified General Real Estate Appraiser, CG-140

Roger Stacey
State Registered Real Estate Appraiser Trainee, TR#-4543

Easement Exhibit

