

Pulaski County, Indiana



5 Miles West of Winamac, IN

# LAND AUCTION

Tuesday, November 29th at 6:00pm Eastern

**307.75±**  
acres  
*offered in 5 tracts*



- Quality Soils
- Irrigated Land
- Excellent Location
- Possible Building Site

# INFORMATION BOOKLET

Auction Location: Knights of  
Columbus Hall, 340 E 50 N, Winamac, IN.

 **SCHRADER**  
Real Estate and Auction Company, Inc.



# INDEX

- **Location Map**
- **Property Description**
  - **Aerial & Soil Maps**
  - **USDA Information**
  - **County Information**
    - **Tax Information**
    - **Title Insurance**
  - **NIPSCO Easements**
- **Conservation Reserve Plan Contract**
- **Trustees Deed of Easement**

## DISCLAIMER

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.



SCHRADER REAL ESTATE AND AUCTION CO., INC.  
950 N. Liberty Dr., Columbia City, IN 46725  
260-244-7606 or 800-451-2709  
[SchraderAuction.com](http://SchraderAuction.com)

JIM HAYWORTH: 765-427-1913

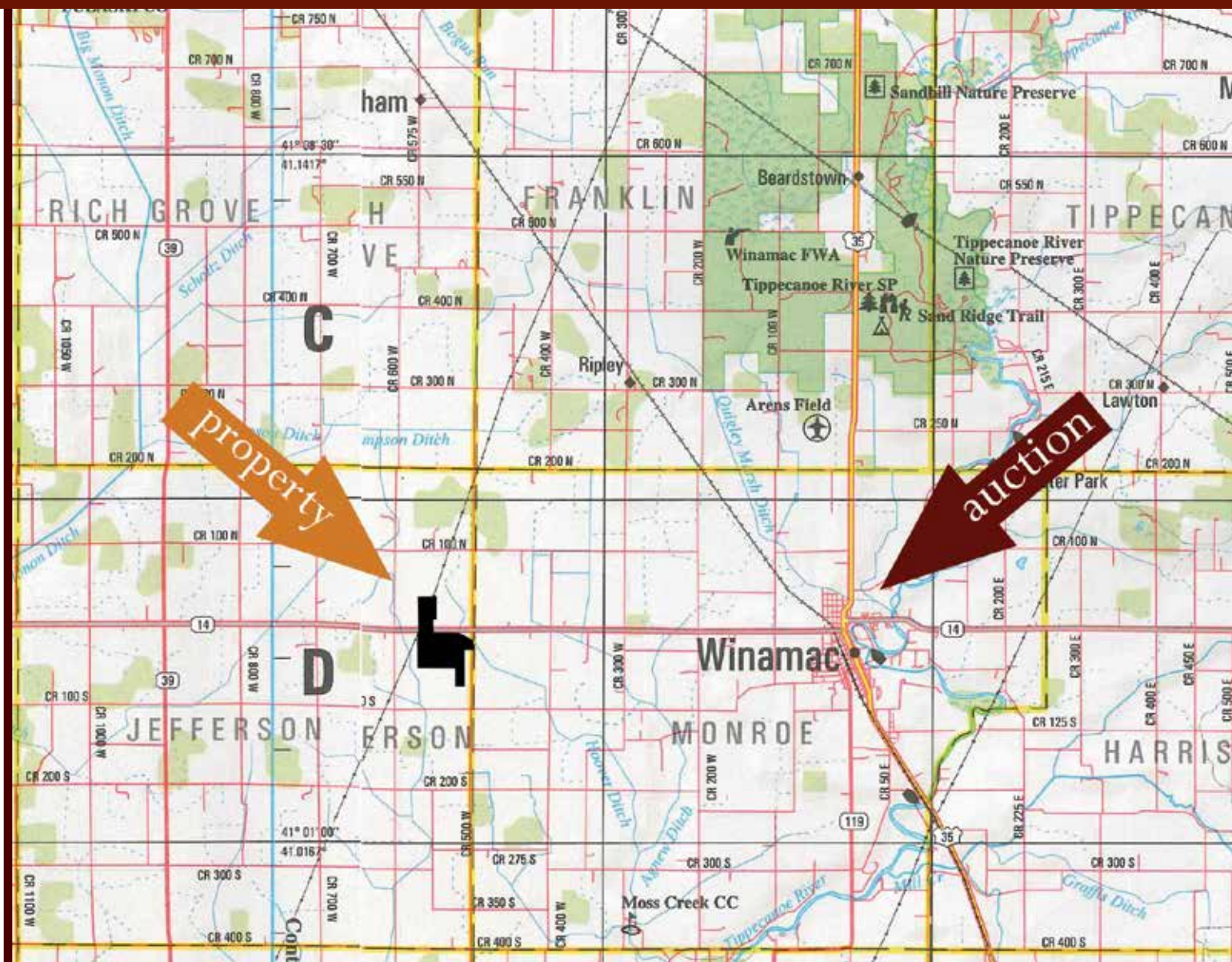
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# LOCATION MAP

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# LOCATION MAP



## PROPERTY LOCATION:

Property Location: From Winamac, IN, take SR 14, 5+ miles west to CR 500W, Tracts 1, 2 & 3 are on the south side of SR 14, Tracts 4 & 5 are on the north side of SR 14.

## AUCTION SITE:

*Knights of Columbus Hall, 340 E 50 N, Winamac, IN.*



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# PROPERTY DESCRIPTION

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# PROPERTY DESCRIPTION

## Tract Information:

**Tract 1: 160± acres** – nearly all tillable except for open ditch and roads. This tract has a 6 tower center pivot and a 12” well at the SW corner. Power unit and generator included.

**Tract 2: A 70.5± acre** parcel of land with mostly all tillable land. This tract has frontage on SR 14 and CR 500W. Note: Part of the west portion of this tract has the center pivot that will irrigate some of this land.

**Tract 3: This 2.5± acre** tract of land has frontage on SR 14. This tract has the following grain operation: dump pit; grain leg; 3 older grain bins; overhead bin; one 7 ring grain bin with air tube; one 6 ring grain bin with air tube with a sweep auger. Note: Per owners, only the (2) east bins have been in use.

**Tract 4: A 62± acre** parcel of land with frontage on SR 14. This tract of land has tillable land, small open ditch and some CRP land.

**Tract 5: A 13± acre** parcel of land with 110’ frontage on SR 14. This tract has 9± acres of woods, possible building site or recreational property.

*Tracts 1, 4 and 5 are crossed by a new NIPSCO easement corridor. Contact Auction Company for details. The sweep auger in the bin is owned by the trust. The tenant may use one bin, the smaller 3000 bushel bin. If he does use, would be empty by February of 2017.*



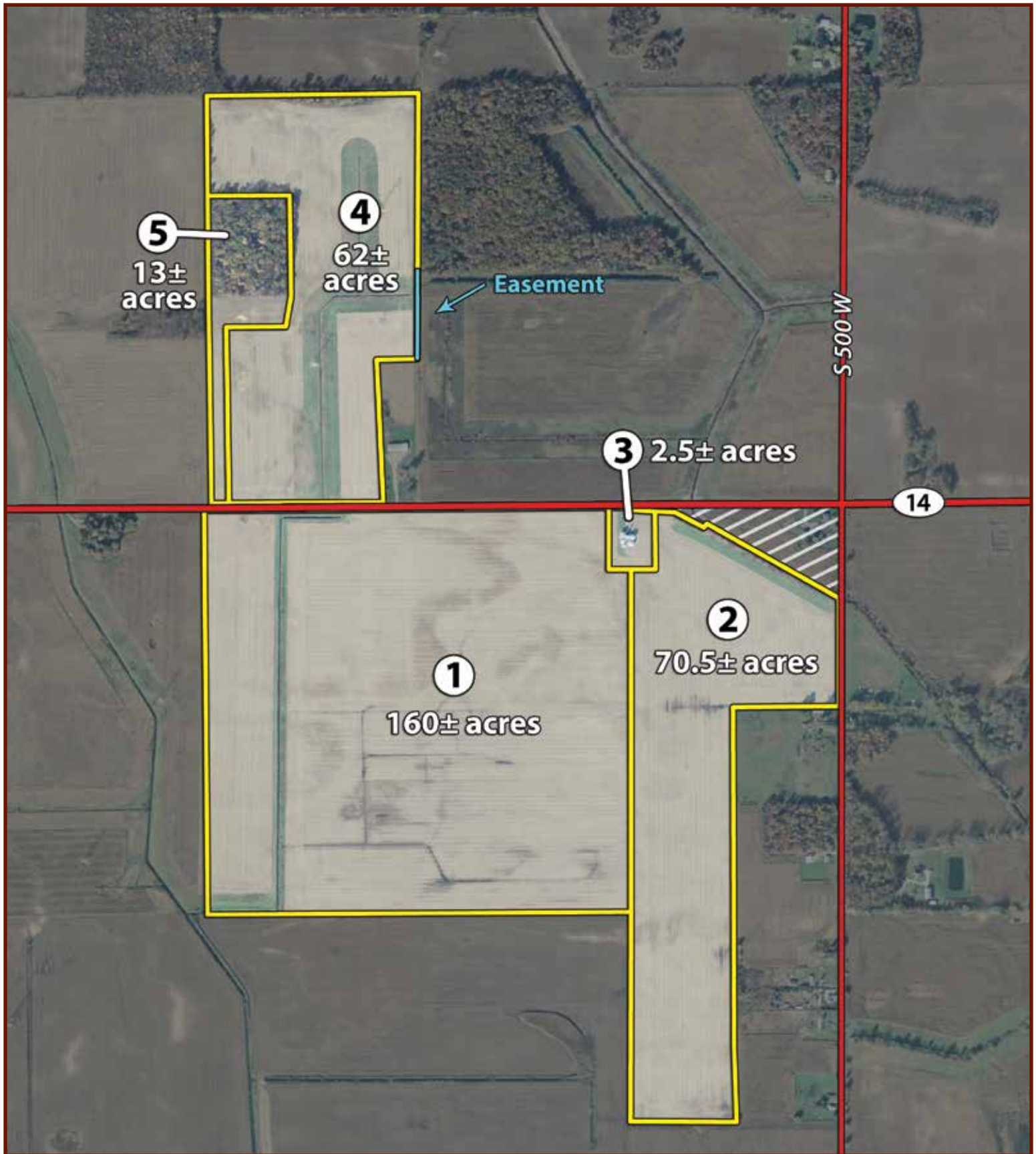
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# AERIAL & SOIL MAPS

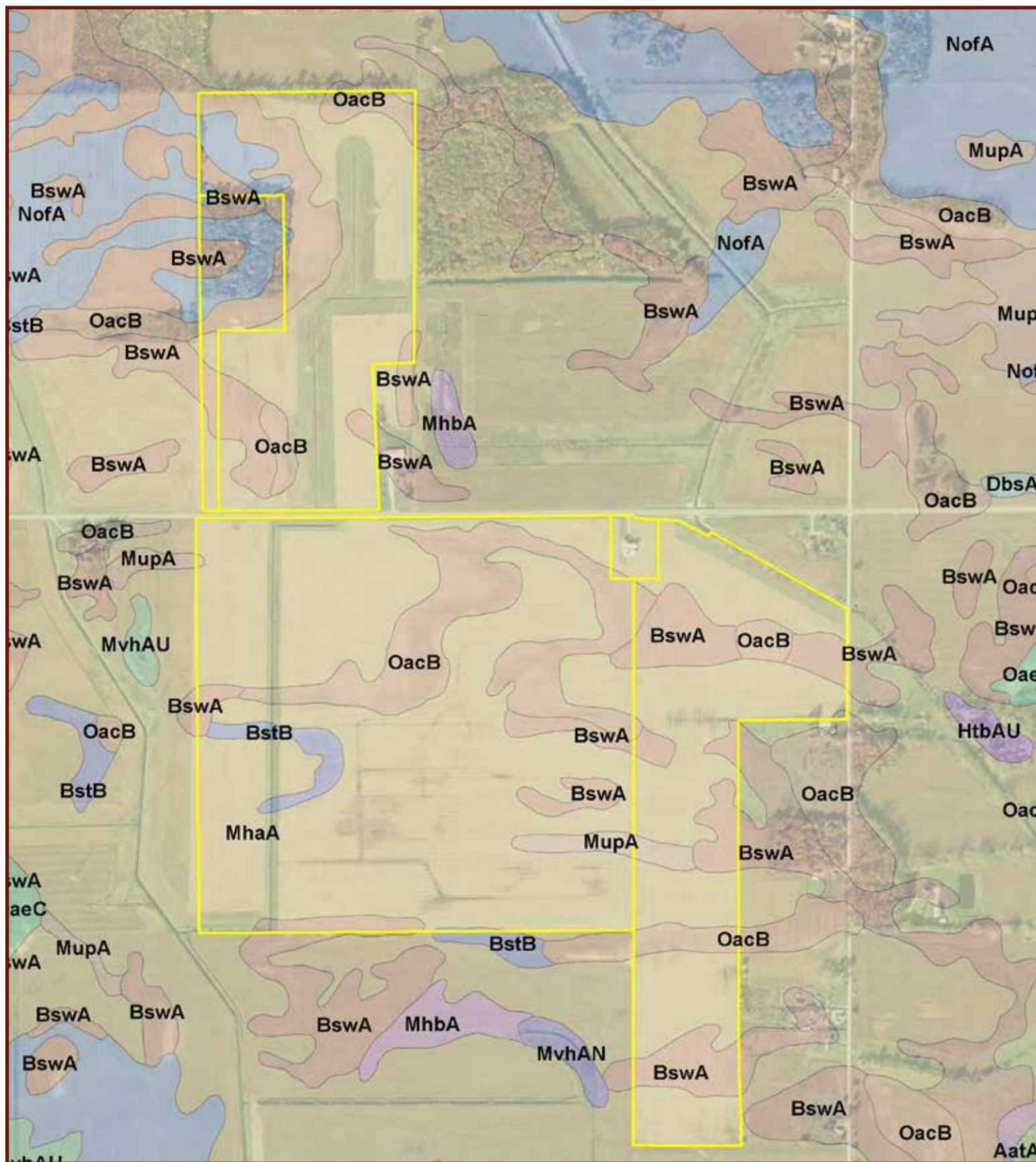
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# AERIAL/TRACT MAP

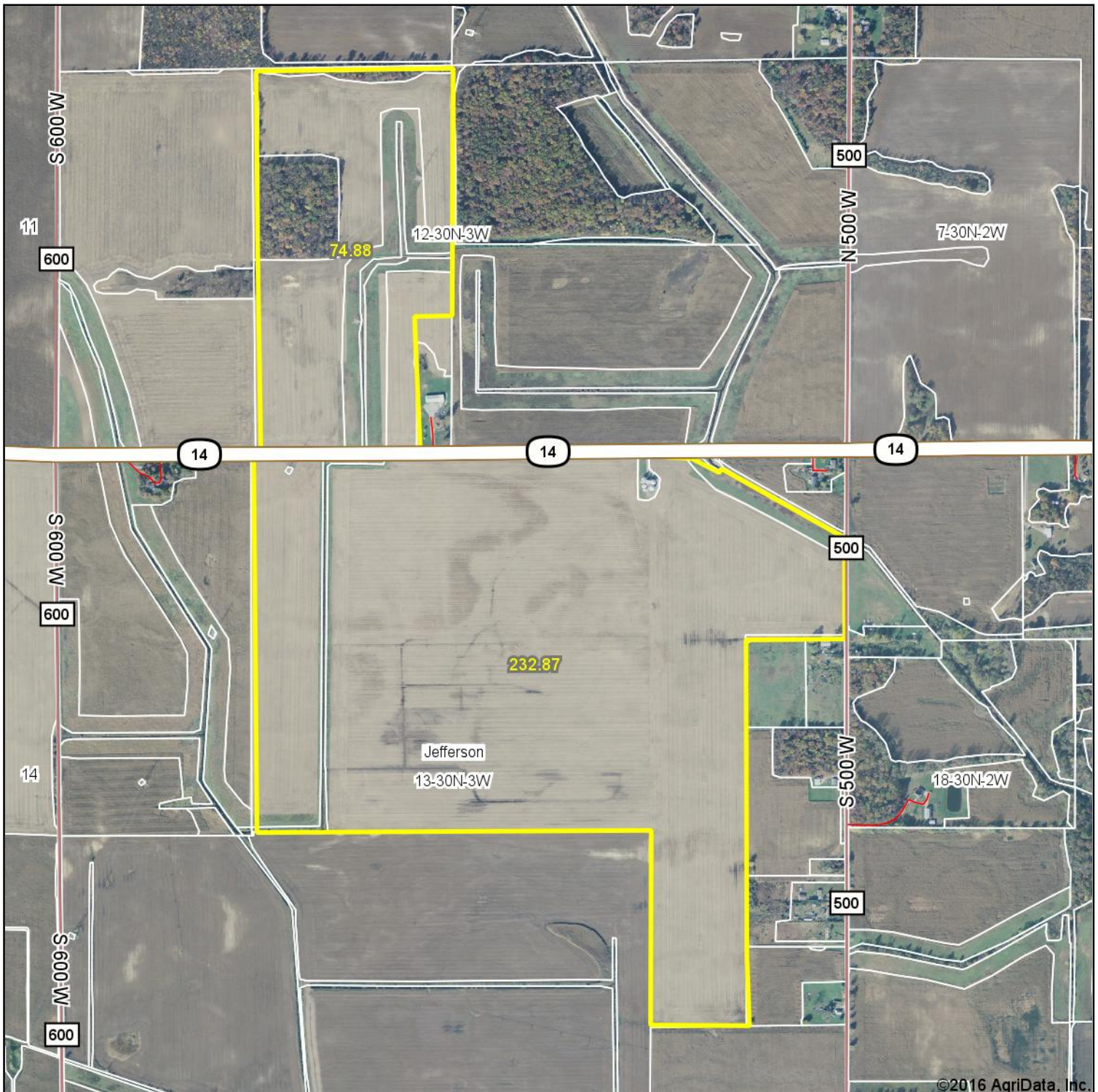


# SOILS OVERLAY MAP





# FSA AERIAL MAP

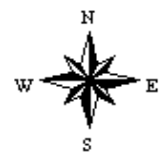


map center: 41° 3' 12.66, -86° 42' 24.81

0ft 1070ft 2139ft



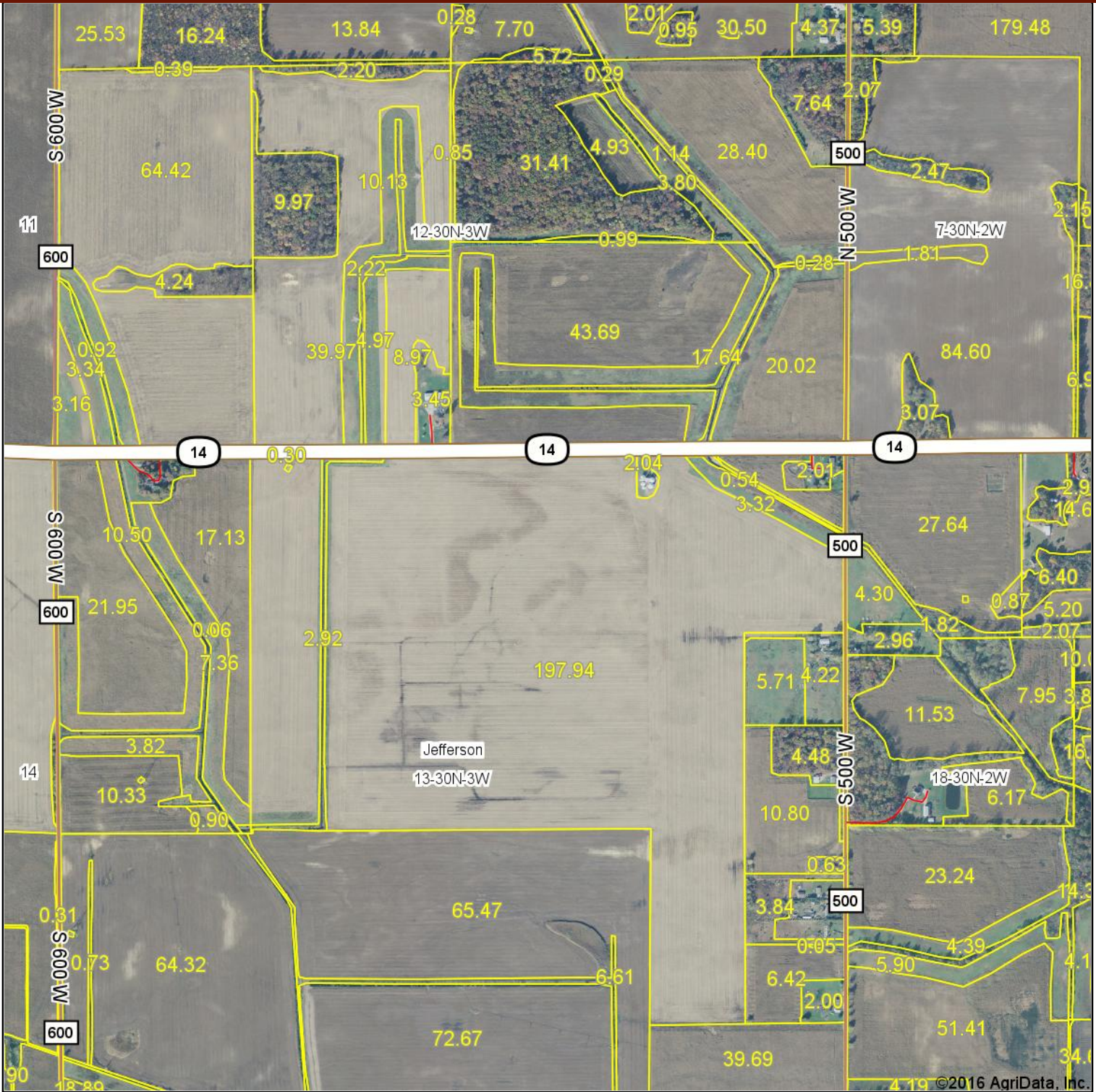
13-30N-3W  
Pulaski County  
Indiana



9/7/2016



# SOILS OVERLAY MAP

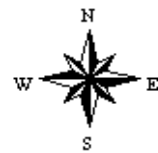


map center: 41° 3' 12.66, -86° 42' 24.81

0ft 1070ft 2139ft



13-30N-3W  
Pulaski County  
Indiana

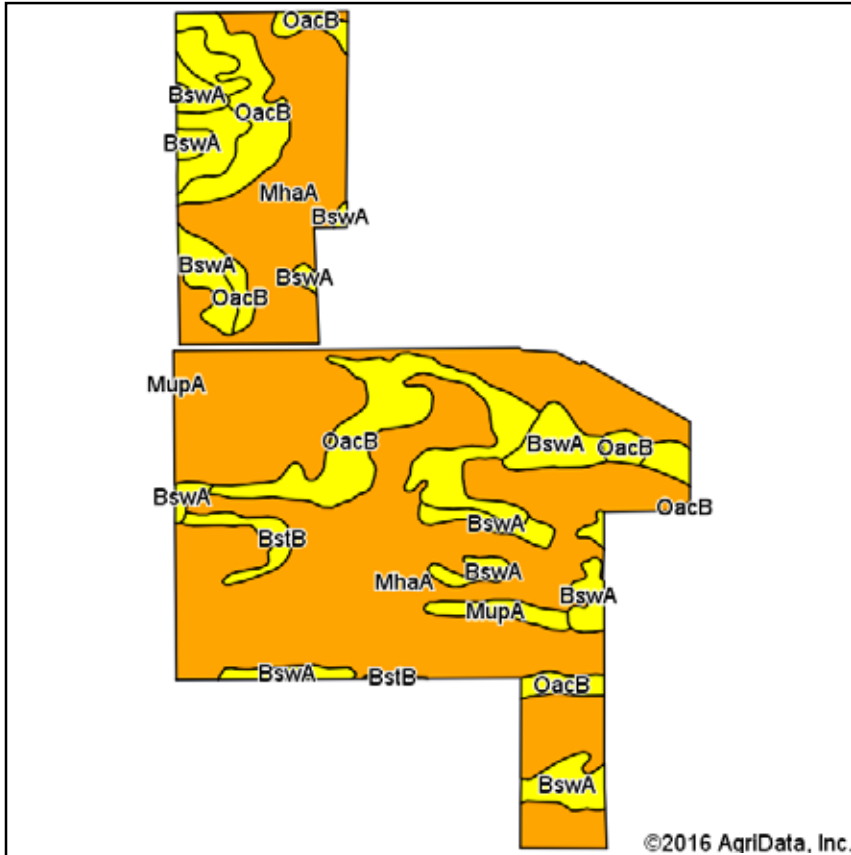


9/7/2016

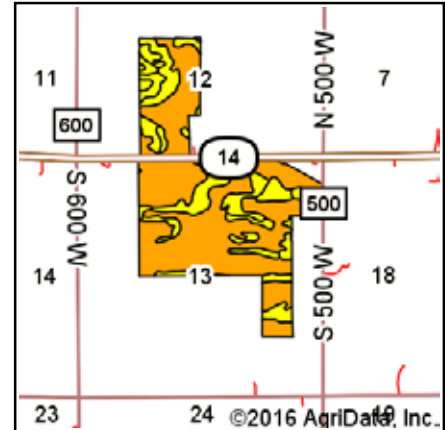


# SURETY SOILS MAP

## Soils Map



Soils data provided by USDA and NRCS.



State: **Indiana**  
 County: **Pulaski**  
 Location: **13-30N-3W**  
 Township: **Jefferson**  
 Acres: **307.75**  
 Date: **9/7/2016**

**SCHRADER**  
 Real Estate and Auction Company, Inc.

Maps Provided By:  
**surety**  
 CUSTOMIZED ONLINE MAPPING  
 © AgriData, Inc. 2016 www.AgrDataInc.com



Area Symbol: IN131, Soil Area Version: 16

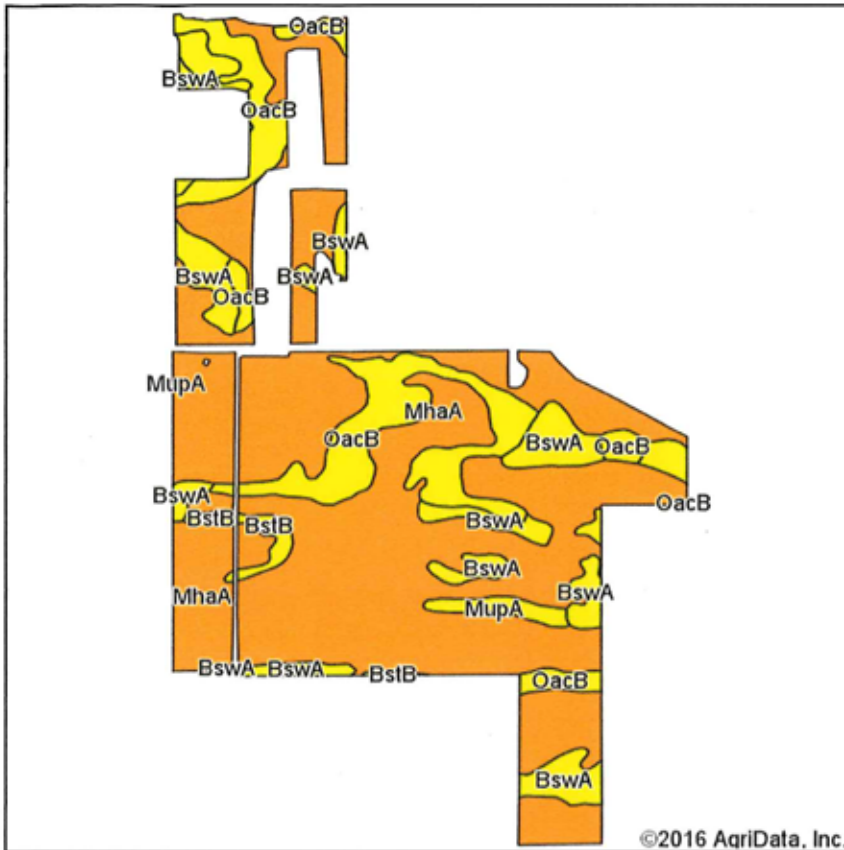
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Grass legume hay	Pasture	Soybeans	Winter wheat	Corn
MhaA	Maumee loamy fine sand, 0 to 1 percent slopes	214.74	69.8%		IIIw	5	9	28	54	133
OacB	Oakville-Denham fine sands, 1 to 5 percent slopes	44.91	14.6%		IVs	3	5	30	38	84
BswA	Brems-Morocco loamy fine sands, 0 to 1 percent slopes	32.99	10.7%		IVs	3	6	31	44	98
NofA	Newton-Morocco loamy fine sands, 0 to 1 percent slopes	8.25	2.7%		IVw	4	8	28	48	115
BstB	Brems loamy fine sand, 1 to 4 percent slopes	3.56	1.2%		IVs	3	6	33	44	97
MupA	Morocco loamy fine sand, 0 to 1 percent slopes	3.30	1.1%		IVs	3	7	28	46	102
<b>Weighted Average</b>						<b>4.4</b>	<b>8</b>	<b>28.7</b>	<b>50.2</b>	<b>120.9</b>

Area Symbol: IN131, Soil Area Version: 16

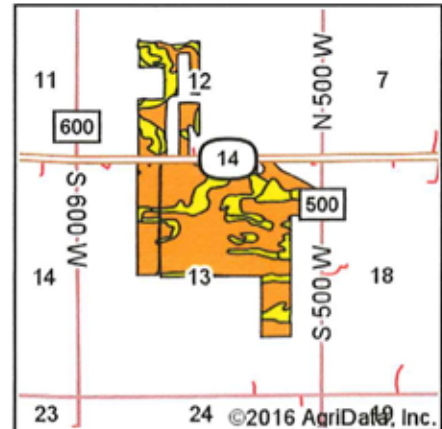
Soils data provided by USDA and NRCS.

# SURETY TILLABLE SOILS MAP

## Soils Map



Soils data provided by USDA and NRCS.



State: **Indiana**  
 County: **Pulaski**  
 Location: **13-30N-3W**  
 Township: **Jefferson**  
 Acres: **274.84**  
 Date: **9/7/2016**

**SCHRADER**  
 Real Estate and Auction Company, Inc.

Maps Provided By:  
**surety**  
 CUSTOMIZED ONLINE MAPPING  
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### Area Symbol: IN131, Soil Area Version: 16

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Grass legume hay	Pasture	Soybeans	Winter wheat	Corn
MhaA	Maumee loamy fine sand, 0 to 1 percent slopes	191.20	69.6%		IIIw	5	9	28	54	133
OacB	Oakville-Denham fine sands, 1 to 5 percent slopes	42.07	15.3%		IVs	3	5	30	38	84
BswA	Brems-Morocco loamy fine sands, 0 to 1 percent slopes	31.28	11.4%		IVs	3	6	31	44	98
BstB	Brems loamy fine sand, 1 to 4 percent slopes	3.49	1.3%		IVs	3	6	33	44	97
NofA	Newton-Morocco loamy fine sands, 0 to 1 percent slopes	3.46	1.3%		IVw	4	8	28	48	115
MupA	Morocco loamy fine sand, 0 to 1 percent slopes	3.34	1.2%		IVs	3	7	28	46	102
Weighted Average						4.4	8	28.7	50.1	120.5

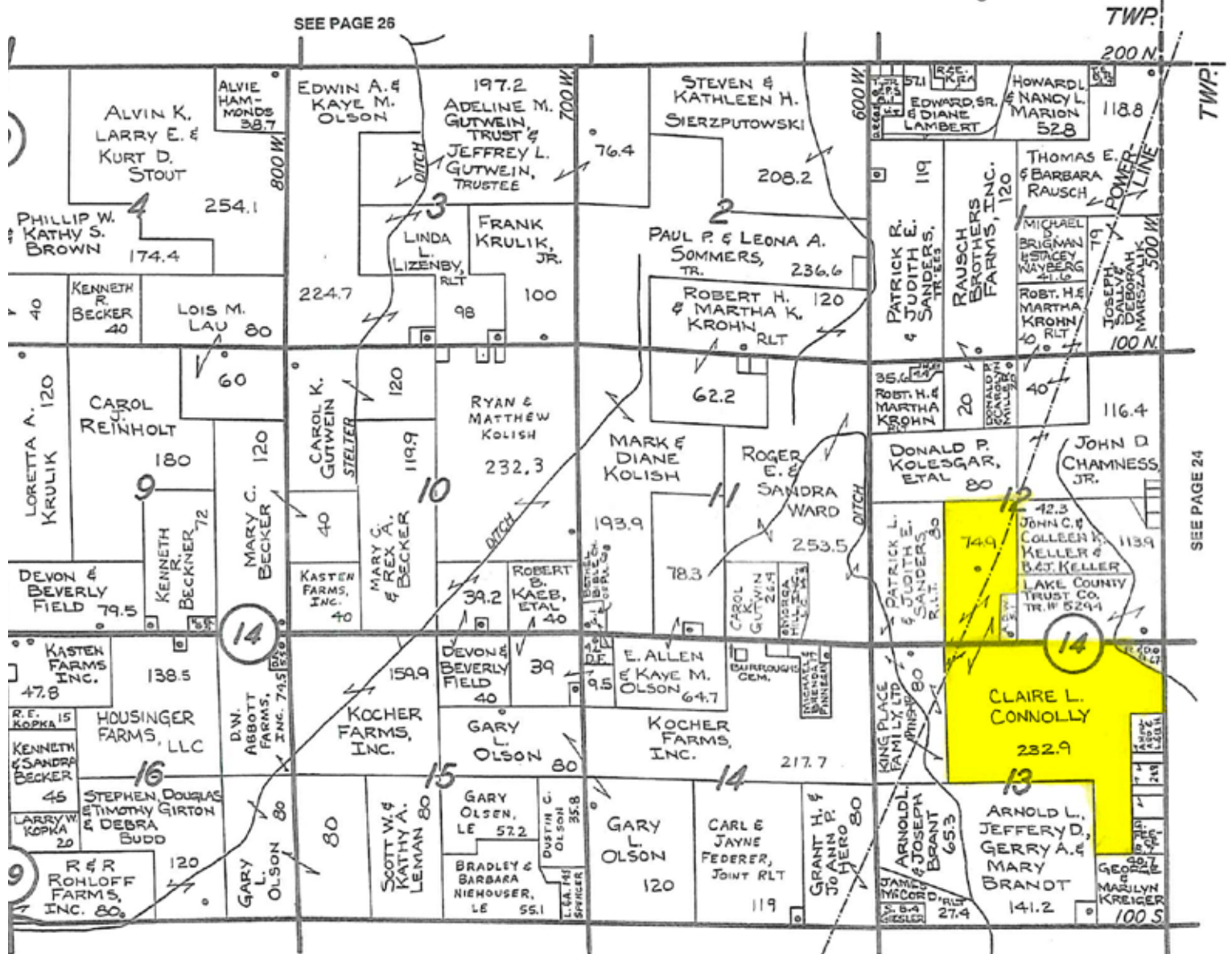
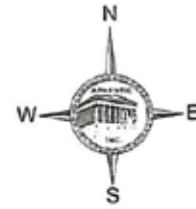
Area Symbol: IN131, Soil Area Version: 16

Soils data provided by USDA and NRCS.



# PLAT MAP

## JEFFERSON TOWNSHIP 30 N. RANGE 3 W.



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# USDA INFORMATION

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# USDA INFORMATION - PG 1

Contract Maintenance - View Contract

Page 1 of 2



Conservation Contract Maintenance System

Welcome Michelle Daugherty, County User

<a href="#">CCMS Home</a>	<a href="#">About CCMS</a>	<a href="#">Help</a>	<a href="#">Contact Us</a>	<a href="#">Exit CCMS</a>	<a href="#">Logout of eAuth</a>
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**CCMS Menu**

[Search Contract](#)

[County Reports](#)

**Validation Errors:**

- Producer association of listed producers to this farm in Farm Records has changed for Fiscal Year 2017, please update the producers  
CLAIRE L CONNOLLY 2012 REVOCABLE TRUST

## View Contract

<b>Contract Status:</b>	Revision in Process	<b>Activity Type:</b>	Revise
<b>Admin State:</b>	Indiana (18)	<b>Admin County:</b>	Pulaski (131)
<b>Physical State:</b>	Indiana (18)	<b>Physical County:</b>	Pulaski (131)
<b>Contract Number:</b>	11019A	<b>Signup Number:</b>	46
<b>Program Type:</b>	CRP	<b>Signup Name:</b>	Continuous SU46
<b>Program Year:</b>	2015	<b>Signup Type:</b>	Continuous
<b>Contract Description:</b>	TERRA_IN131_F903_T1036_S2-10	<b>Subcategory Type:</b>	Regular

Parent Contract: Pulaski, IN 11019

<b>Approval Date:</b>		<b>Original Contract Start Date:</b>	10/01/2014
<b>Revised Contract Start Date:</b>	10/01/2015	<b>Contract End Date:</b>	09/30/2024
<b>Contract Acres:</b>	23.52	<b>Re-enrolled Acres:</b>	23.52
<b>Cropland Acres:</b>	23.52	<b>Marginal Pastureland Acres:</b>	0.00
<b>Non-Cropland Acres:</b>	0.00	<b>HUC Code:</b>	051201060903
<b>Extended:</b>	No	<b>Approved For Early Termination:</b>	No
<b>Termination Criteria:</b>	N/A		

**Activity Reason(s)**

- Change of participants

**Rate Information and PL Rule**

Effective Start Date	Effective End Date	Rental Rate per Acre	Annual Contract Payment	PL Rule	AGI Threshold
10/01/2015	09/30/2024	\$224.29	\$5,275		\$0

**Farm/Tract and CLU Information**

Farm Number	Tract Number	CLU	CLU Acres
903	1036	36	10.13
903	1036	37	4.97
903	1036	28	3.32
903	1036	41	3.10
903	1036	39	2.00

[View more detail](#)

Select a form to view: **CRP-1**

\* Select an action to perform: **---SELECT---**

**Go** **Back**

Screen ID: CCMSWeb04  
Last Modified: 08/19/2016

[Back to Top ^](#)



# USDA INFORMATION - PG 2

## USDA Farm 903 Tract 1036

Administered by: Pulaski County, Indiana

### OW: CLAIRE L CONNOLLY 2012 REVOCABLE TRUST

Source: USDA Farm Service Agency - 2014 or 2015 (IL & OH) NAIP Imagery; IDHS June 2015 or Dynamap 2008 road names

2016 Certification map prepared on: 4/27/2016

316.4 Tract acres

293.26 Cropland acres

23.52 CRP acres

☐ CRP

☐ CLU

Wetland Determination Identifiers:

☒ Restricted Use

☒ Limited Restrictions Pulaski Co., IN

☐ Exempt from Conservation Compliance

Provisions



CLU	Acres	HEL	Contract	Prac	Yr
28	3.32	N	11019	21	24
35	39.97	N			
Crop:					
Type:					
I/Use:					
Date:					
NI or IRR					
Shares:					
36	10.13	N	11019	21	24
37	4.97	N	11019	21	24
38	8.97	N			
Crop:					
Type:					
I/Use:					
Date:					
NI or IRR					
Shares:					
39	2.0	N	11019	21	24
40	195.94	N			
Crop:					
Type:					
I/Use:					
Date:					
NI or IRR					
Shares:					
41	3.1	N	11019	21	24
42	24.86	N			
Crop:					
Type:					
I/Use:					
Date:					
NI or IRR					
Shares:					

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data as is and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCs.



# USDA INFORMATION - PG 3

INDIANA  
PULASKI

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

FARM : 903

Prepared : Sep 30, 2016

Crop Year : 2017

Operator Name :   
Farms Associated with Operator :   
CRP Contract Number(s) : 11019

### Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
316.40	293.26	293.26	0.00	0.00	23.52	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag. Related Activity	
0.00	0.00	269.74	0.00		0.00	No	0.00	0.00	

### Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	CORN, SOYBN	None

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield	HIP
Corn	247.78	0.00	0	119	
Soybeans	18.22	0.00	0	31	
<b>TOTAL</b>	<b>266.00</b>	<b>0.00</b>			

### NOTES

Tract Number : 1036  
Description : G6/1A SEC 12-13 JEFFERSON TWP 600W-SR14  
BIA Unit Range Number :  
HEL Status : NHEL: No agricultural commodity planted on undetermined fields  
Wetland Status : Tract contains a wetland or farmed wetland  
WL Violations : None  
Owners : CLAIRE L CONNOLLY 2012 REVOCABLE TRUST  
Other Producers :

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
316.40	293.26	293.26	0.00	0.00	23.52	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Related Activity	
0.00	0.00	269.74	0.00	0.00	0.00	0.00	

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Corn	247.78	0.00	0	119
Soybeans	18.22	0.00	0	31
<b>TOTAL</b>	<b>266.00</b>	<b>0.00</b>		

### NOTES

# USDA INFORMATION - PG 4

INDIANA

PULASKI

Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

FARM : 903

Prepared : Sep 30, 2016

Crop Year : 2017

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# COUNTY INFORMATION

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# COUNTY INFORMATION - PG 1

66-06-12-300-010.000-008

CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY 500 W SR 14

100

## ADMINISTRATIVE INFORMATION

PARCEL NUMBER  
66-06-12-300-010.000-008

OWNERSHIP  
CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY TRUSTEES

Tax ID 0080001400 TRANSFER OF OWNERSHIP

Printed 09/01/2016 Card No. 1 of 1

Property Address  
500 W SR 14

008-00014-00 NE SW SEC 12 40A  
AGNEW/LMR (519) BUDD-FISHER (5  
36) HOOVER (691)

01/07/2013 CONNOLLY, CLAIRE L.  
08/31/2010 CONNOLLY, JAMES T. CLAIRE L. TRUSTEE

Doc #: 20130036  
Doc #: 20101356

Neighborhood  
Jefferson & East Jefferson

Property Class  
100 Agri Vacant land

TAXING DISTRICT INFORMATION  
Jurisdiction 66 PULASKI

Area 009 JEFFERSON

Corporation N

District 008

Section & Plat 12

Routing Number 30N-R3W

Site Description

Topography:  
Level

Public Utilities:  
Electric

Street or Road:  
Paved

Neighborhood:  
Static

Zoning:  
Legal Acres:  
40.0000  
Admin Legal  
40.0000

## AGRICULTURAL

### VALUATION RECORD

Assessment Year	03/01/2010	03/01/2011	03/01/2012	03/01/2013	03/01/2014	03/01/2015	01/01/2016
Reason for Change	Misc	Misc	Misc	Annual	Annual	Annual	Annual
VALUATION	I 29700	34600	37500	40500	47200	47200	45200
Appraised Value	B 0	0	0	0	0	0	0
VALUATION	T 29700	34600	37500	40500	47200	47200	45200
True Tax Value	B 0	0	0	0	0	0	0
	T 29700	34600	37500	40500	47200	47200	45200

### LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Base	Adjusted	Extended	Influence	Value
Soil ID	Acres	Depth	-or- Factor	Rate	Rate	Value	Factor	
Actual	Effective	Effective	Effective					
Frontage	Frontage	Depth	Square Feet					
1 LEGAL DITCH	ADB 2.5000	1.00	1960.00	1960.00	1960.00	4900 0 -100%	0	0
2 TILLABLE LAND	PUB 11.0000	0.51	1960.00	1000.00	11000	11000	11000	11000
3 TILLABLE LAND	NF 1.0000	0.85	1960.00	1666.00	1670	1670	1670	1670
4 TILLABLE LAND	BGA 1.0000	0.60	1960.00	1176.00	1180	1180	1180	1180
5 TILLABLE LAND	MA 15.5000	0.94	1960.00	1842.00	28350	28350	28350	28350
6 WOODLAND	BGA 3.0000	0.60	1960.00	1176.00	3530 0 -80%	8330 0 -80%	710	710
7 WOODLAND	NF 5.0000	0.85	1960.00	1666.00	8330 0 -80%	8330 0 -80%	1670	1670
8 WOODLAND	MA 1.0000	0.94	1960.00	1842.00	1840 0 -80%	1840 0 -80%	370	370

001: 12P13 REASSESS MT/TR 9/27/11 - NO CHANGE  
002: 15P16 REASSESS MT/CS 5/19/14, NO CHANGE

PACKET 12

Supplemental Cards

TRUE TAX VALUE

45150

### FARMLAND COMPUTATIONS

Parcel Acreage	40.0000	Measured Acreage	37.5000
81 Legal Drain NV [-]	2.5000	Average True Tax Value/Acre	1204
82 Public Roads NV [-]		TRUE TAX VALUE FARMLAND	45150
83 UT Towers NV [-]		Classified Land Total	
9 Homestead(s) [-]		Homestead(s) Value	(+)
91/92 Excess Acreage [-]		Excess Acreage Value	(+)
TOTAL ACRES FARMLAND	37.5000	Supplemental Cards	
TRUE TAX VALUE	45150	TOTAL LAND VALUE	45200

# COUNTY INFORMATION - PG 2

66-06-12-300-012.000-008

CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY 500 W SR 14

100

## ADMINISTRATIVE INFORMATION

PARCEL NUMBER  
66-06-12-300-012.000-008

OWNERSHIP  
CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY TRUSTEES  
Tax ID 0080001200  
TRANSFER OF OWNERSHIP

Printed 09/01/2016 Card No. 1 of 1

Parent Parcel Number  
500 W SR 14

SALE, HOLLY  
3557 S WARREN RD  
HUNTINGTON, IN 46750 USA

Date  
01/07/2013 CONNOLLY, CLAIRE L.  
08/31/2010 CONNOLLY, JAMES T. & CLAIRE L. TRUST  
Dec #: 20130036  
\$0  
Dec #: 20101356  
\$0

Property Address  
500 W SR 14

Neighborhood  
Jefferson & East Jefferson

Property Class  
100 Agri Vacant land

## AGRICULTURAL

TAXING DISTRICT INFORMATION

VALUATION RECORD

Jurisdiction 66 ILLASKI  
Area 009 JEFFERSON  
Corporation N  
District 008  
Section & Plat 12  
Routing Number 30N-R3W

Assessment Year	03/01/2010	03/01/2011	03/01/2012	03/01/2013	03/01/2014	03/01/2015	01/01/2016
Reason for Change	Misc	Misc	Misc	Annual	Annual	Annual	Annual
VALUATION	1	18900	22000	25800	30100	30100	28800
Appraised Value	B	0	0	0	0	0	0
VALUATION	T	18900	22000	25800	30100	30100	28800
True Tax Value	B	0	0	0	0	0	0
True Tax Value	T	18900	22000	25800	30100	30100	28800

## Site Description

Topography:  
Level

Public Utilities:  
Electric

## LAND DATA AND CALCULATIONS

Street or Road:  
Paved

Land Type	Rating	Measured	Table	Prod. Factor	Base	Adjusted	Extended	Influence	Value
	Soil ID	-or- Acreage	-or- Effective	-or- Depth		Rate	Value		
1 LEGAL DITCH	ADB	0.7500		1.00	1960.00	1960.00	1470 0	-100%	0
2 TITILABLE LAND	MA	3.0000		0.94	1960.00	1842.00	5530		5530
3 TITILABLE LAND	NF	2.0000		0.85	1960.00	1666.00	3330		3330
4 TITILABLE LAND	BCA	1.0000		0.60	1960.00	1176.00	1180		1180
5 TITILABLE LAND	BCA	6.0000		0.60	1960.00	1176.00	7060		7060
6 TITILABLE LAND	PLB	2.0000		0.51	1960.00	1000.00	2000		2000
7 TITILABLE LAND	MA	5.2500		0.94	1960.00	1842.00	9670		9670

001: 12P13 REASSESS MT/TR 9/27/11 - NO CHANGE  
002: 15P16 REASSESS MT/CS 5/19/14, NO CHANGE

PACKET 12

Supplemental Cards

TRUE TAX VALUE

28770

FARMLAND COMPUTATIONS			
Parcel Acreage	20.0000	Measured Acreage	19.2500
81 Legal Drain NV [-]		Average True Tax Value/Acre	1495
82 Public Roads NV [-]		TRUE TAX VALUE FARMLAND	28780
83 UT Towers NV [-]		Classified Land Total	
9 Homestead(s) [-]		Homestead(s) Value	(+)
91/92 Excess Acreage [-]		Excess Acreage Value	(+)
TOTAL ACRES FARMLAND	19.2500	Supplemental Cards	
TRUE TAX VALUE	28770	TOTAL LAND VALUE	28800



# COUNTY INFORMATION - PG 3

66-06-12-300-013.000-008

CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY 500 W SR 14

100

## ADMINISTRATIVE INFORMATION

PARCEL NUMBER  
66-06-12-300-013.000-008

Parent Parcel Number  
3537 S WARREN RD  
HUNTINGTON, IN 46750 USA

Property Address  
500 W SR 14

Neighborhood  
Jefferson & East Jefferson

Property Class  
100 Agri Vacant Land

TAXING DISTRICT INFORMATION  
JURISDICTION 66 PULASKI

Area 009 JEFFERSON

## OWNERSHIP

CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY TRUSTEES

Tax ID 0080001300

TRANSFER OF OWNERSHIP

Printed 09/01/2016 Card No. 1 of 1

008-00013-00 FT SE SW SEC 12 14.699 A

BUDF-FISHER (536)

01/07/2013

CONNOLLY, CLAIRE L.

Doc #: 20130036

08/31/2010

CONNOLLY, JAMES T. & CLAIRE L. TRUST

Doc #: 20101356

09/18/2006

CONNOLLY, JAMES T. & CLAIRE L. TRUST

Doc #: 2006, 1924

## AGRICULTURAL

### VALUATION RECORD

Assessment Year	03/01/2010	03/01/2011	03/01/2012	03/01/2013	03/01/2014	03/01/2015	01/01/2016
Reason for Change	Misc	Misc	Misc	Annual	Annual	Annual	Annual
VALUATION	I 15600	18100	19700	21200	24700	24700	23700
Appraised Value	P 0	0	0	0	0	0	0
VALUATION	T 15600	18100	19700	21200	24700	24700	23700
True Tax Value	I 15600	18100	19700	21200	24700	24700	23700
True Tax Value	P 0	0	0	0	0	0	0
True Tax Value	T 15600	18100	19700	21200	24700	24700	23700

### LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Base	Adjusted	Extended	Influence	Value
Soil ID	-or- Actual Effective	Depth	-or- Depth Factor	Rate	Rate	Value	Factor	
1 LEGAL DITCH	ADA 1.0000	1.00	1.00	1960.00	1960.00	1960.00	-100%	0
2 PUBLIC ROAD/ROW	MA 0.1810	1.00	1.00	1960.00	1960.00	350.00	-100%	0
3 TITILLABLE LAND	MA 11.6450	0.94	0.94	1960.00	1842.00	21450		21450
4 TITILLABLE LAND	BCA 1.8730	0.60	0.60	1960.00	1176.00	2200		2200

001: 06/07 STATE MANDATED TRENDING APPLIES  
002: 09/18/2006 SPLIT 4.701A (W IMPROVEMENTS) TO WOLDFIA,  
ADAM D. ON #0080023500 THEN COMBINED 0.416A FROM #0080001500 TO  
TOTAL 5.117A FOR 2007PAV8..PLAT #20061926..  
003: 12P13 REASSESS MT/TR 9/27/11 - NO CHANGE  
004: 15P16 REASSESS MT/CS 5/19/14, NO CHANGE

### Supplemental Cards

### TRUE TAX VALUE

Parcel Acreage	14.6990	Measured Acreage	13.5180	Supplemental Cards	23700
81 Legal Drain NV	[-]	Average True Tax Value/Acre	1750		
82 Public Roads NV	[-]	TRUE TAX VALUE FARMLAND	23660		
83 UT Towers NV	[-]	Classified Land Total			
9 Homestead(s)	[-]	Homestead(s) Value			
91/92 Excess Acreage	[-]	Excess Acreage Value			
TOTAL ACRES FARMLAND	13.5180				
TRUE TAX VALUE	23650				
TOTAL LAND VALUE	23700				

66-06-12-300-014.000-008

CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY 500 W SR 14

100

## ADMINISTRATIVE INFORMATION

PARCEL NUMBER  
66-06-12-300-014.000-008

Parent Parcel Number

Property Address  
500 W SR 14

Neighborhood  
909004 Jefferson & East Jefferson

Property Class  
100 Agri Vacant Land

TAXING DISTRICT INFORMATION

Jurisdiction  
66 PULASKI

Area  
009 JEFFERSON

Corporation  
N

District  
008

Section & Plat  
12

Routing Number  
30N-R3W

## Site Description

Topography:  
Level

Public Utilities:  
Electric

Street or Road:  
Paved

Neighborhood:  
Static

Zoning:  
1 TILLABLE LAND

Legal Acres:  
0.1840

Admin Legal  
0.1840

## OWNERSHIP

CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY TRUSTEES Tax ID 0080001500

SALE, HOLD  
3557 S WARREN RD  
HUNTINGTON, IN 46750 USA

008-00015-00 E SIDE SE SW SEC 12 .184A

01/07/2013 CONNOLLY, CLAIRE L.

08/31/2010 CONNOLLY, JAMES T. TRUSTEE

09/18/2006 CONNOLLY, JAMES T. & CLAIRE L. TRUST

Doc #: 20130036

Doc #: 20101356

Bk/Pg: 2006, 1924

\$0

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## AGRICULTURAL

### VALUATION RECORD

Assessment Year	03/01/2010	03/01/2011	03/01/2012	03/01/2013	03/01/2014	03/01/2015	01/01/2016
Reason for Change							
VALUATION	I	Misc	Misc	Misc	Annual	Annual	Annual
Appraised Value	200	300	300	300	400	400	300
	0	0	0	0	0	0	0
	T	200	300	300	400	400	300
VALUATION	I	200	300	300	400	400	300
True Tax Value	T	0	0	0	0	0	0
	T	200	300	300	400	400	300

### LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Base	Adjusted	Extended	Influence	Value
Soil ID	Actual	Effective	Depth	Rate	Rate	Value	Factor	
MA	0.1840	0.94	1960.00	1842.00	340			340

001: 09/16/2006 SPLIT .416A TO MOBYLA, ADAM D. ON PACKET 12  
#0080023500 COMBINED W/4.701A AND IMPROVEMENTS ON #0080001300 TO  
TOTAL 5.117A FOR 2007EAY8..PLAT #20061926..  
002: 3/10/10 CORRECTED FROM RESIDENTIAL EXCESS TO AG FOR 10P11  
003: 12P13 REASSESS MT/TR 9/27/11 - NO CHANGE  
004: 15P16 REASSESS MT/CS 5/14/14, NO CHANGE  
a1: Associate Parcel ID  
CONNOLLY, JAMES T & CLAIR  
Ctd: Previous parcel\_id: 0080001500  
1st legal description  
PT E SIDE SE SW SEC 12 .184A

### FARMLAND COMPUTATIONS

Parcel Acreage	81 Legal Drain NW [-]	Measured Acreage	0.1840	TRUE TAX VALUE FARMLAND	340
	82 Public Roads NW [-]				
	83 UP Towers NW [-]				
	9 Homestead(s) [-]				
	91/92 Excess Acreage [-]				
TOTAL ACRES FARMLAND			0.1840		
TRUE TAX VALUE			340		

### Supplemental Cards

TRUE TAX VALUE

Supplemental Cards

300



66-06-13-200-003.000-008

CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY 600 W SR 14

100

## ADMINISTRATIVE INFORMATION

PARCEL NUMBER  
66-06-13-200-003.000-008

OWNERSHIP  
CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY TRUSTEES

Tax ID 0080001600  
TRANSFER OF OWNERSHIP

Printed 09/01/2016 Card No. 1 of 1

Parent Parcel Number  
600 W SR 14

SALE, HOLLY  
3557 S WARREN RD  
HUNTINGTON, IN 46750 USA

Date  
01/07/2013

CONNOLLY, CLAIRE L.

Dec #: 20130036

Property Address  
600 W SR 14

Date  
08/31/2010

CONNOLLY, JAMES T. CLAIRE L. TRUSTEE

\$0

Dec #: 20101356

Neighborhood  
909004 Jefferson & East Jefferson

Property Class  
100 Agri Vacant land

Date  
08/31/2010

CONNOLLY, JAMES T. CLAIRE L. TRUSTEE

\$0

Dec #: 20101356

# AGRICULTURAL

## VALUATION RECORD

Assessment Year	03/01/2011	03/01/2011	03/01/2012	03/01/2013	03/01/2014	03/01/2015	01/01/2016
Reason for Change	Misc	Misc	Misc	Annual	Annual	Annual	Annual
VALUATION	1	87900	102200	111000	119800	139600	133500
Appraised Value	E	0	0	0	0	0	0
VALUATION	T	87900	102200	111000	119800	139600	133500
True Tax Value	P	0	0	0	0	0	0
True Tax Value	T	87900	102200	111000	119800	139600	133500

Area	009	JEFFERSON
Corporation	N	
District	008	
Section & Plat	13	
Routing Number	30N-R3W	

Site Description	Rating	Measured	Table	Prod. Factor	Base	Adjusted	Extended	Influence	Value
Topography:									
Level									
Public Utilities:									
Electric									
Street or Road:									
Paved									
Neighborhood:									
Static									
Zoning:									
Legal Acres:									
80.0000									
Admin Legal									
80.0000									

001: 15P16 REASSESS MT/CS 5/19/14, NO CHANGE

PACKET 13

Supplemental Cards

TRUE TAX VALUE

133450

FARMLAND COMPUTATIONS	Measured Acreage	TRUE TAX VALUE	Supplemental Cards
Parcel Acreage	80.0000	78.0000	
81 Legal Drain NW	1.5000	1711	
82 Public Roads NW	0.5000	133460	
83 UT Towers NW			
9 Homestead(s)			
91/92 Excess Acreage			
TOTAL ACRES FARMLAND	78.0000		
TRUE TAX VALUE	133450		
TOTAL LAND VALUE		133500	

66-06-13-100-004.000-008

CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY 600 W SR 14

101

## ADMINISTRATIVE INFORMATION

PARCEL NUMBER  
66-06-13-100-004.000-008

Parent Parcel Number  
008-00017-00 W.2 NE SEC. 13 80A

Property Address  
600 W SR 14

Neighborhood  
Jefferson & East Jefferson

Property Class  
101 Agri Cash grain/general farm

TAXING DISTRICT INFORMATION  
Jurisdiction 66 FULASKI

Area  
009 JEFFERSON

Corporation  
N

District  
008

Section & Plat  
13

## OWNERSHIP

CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY TRUSTEES

Tax ID 0080001700

TRANSFER OF OWNERSHIP

Printed 09/01/2016 Card No. 1 of 1

SALE, HOLLY  
3557 S WARREN RD  
HUNTINGTON, IN 46750 USA

008-00017-00 W.2 NE SEC. 13 80A  
AGNEW/LMR (519) BUDD-FISHER (5  
36) HOOVER (691)

Date  
01/07/2013

CONNOLLY, CLAIRE L.  
08/31/2010 CONNOLLY, JAMES T. CLAIRE L. TRUSTEE  
\$0 Doc #: 20130036  
\$0 Doc #: 20101356

# AGRICULTURAL

## VALUATION RECORD

Assessment Year	03/01/2010	03/01/2011	03/01/2012	03/01/2013	03/01/2014	03/01/2015	01/01/2016
Reason for Change	Misc	Misc	Misc	Annual	Annual	Annual	Annual
VALUATION	L 71800	83500	90700	98000	131000	131000	125300
Appraised Value	B 15200	14200	14900	13200	13400	28700	30900
	T 87000	97700	105600	111200	144400	159700	156200
VALUATION	L 71800	83500	90700	98000	131000	131000	125300
True Tax Value	B 15200	14200	14900	13200	13400	28700	30900
	T 87000	97700	105600	111200	144400	159700	156200

## LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Base	Adjusted	Extended	Influence	Value
Soil ID	-or- Actual Effective	Depth	-or- Factor	Rate	Rate	Value	Factor	
Land Type	Frontage	Depth	Square Feet	Rate	Rate	Value		
1 LEGAL DITCH	ADB 1.5000	1.00	1960.00	1960.00	2940.00	0 -100%		0
2 PUBLIC ROAD/ROW	ADB 0.5000	1.00	1960.00	1960.00	980.00	-100%		0
3 TITILABLE LAND	PLB 18.2500	0.51	1960.00	1000.00	18250			18250
4 TITILABLE LAND	SCA 3.0000	0.60	1960.00	1176.00	3530			3530
5 TITILABLE LAND	MR 2.0000	0.68	1960.00	1333.00	2670			2670
6 TITILABLE LAND	WA 54.7500	0.94	1960.00	1842.00	100850			100850

001: 12P13 REASSESS MT/TR 9/27/11 - NO CHANGE  
002: 12P13 REASSESS REM WOODS; ADJUSTED SOIL TYPES  
003: 12P13 REASSESS MT/CS 5/19/14, PIC 6309-12, GR BINS WERE SV, REM  
SV AND LET THE COMPUTER PRICE, CHANGE GRADE FROM C TO D

PACKET 13

Supplemental Cards

TRUE TAX VALUE

125300

FARMLAND COMPUTATIONS  
Parcel Acreage  
81 Legal Drain NV [-]  
82 Public Roads NV [-]  
83 UT Towers NV [-]  
9 Homesteads [-]  
91/92 Excess Acreage [-]  
TOTAL ACRES FARMLAND  
TRUE TAX VALUE

Measured Acreage  
Average True Tax Value/Acre  
TRUE TAX VALUE FARMLAND  
Classified Land Total  
Homestead(s) Value  
Excess Acreage Value (+)  
Supplemental Cards  
TOTAL LAND VALUE

78.0000  
1606  
125270

80.0000  
1.5000  
0.5000  
78.0000  
125300



# COUNTY INFORMATION - PG 7

66-06-13-100-005.000-008

CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY 600 W SR 14

100

## ADMINISTRATIVE INFORMATION

PARCEL NUMBER  
66-06-13-100-005.000-008

OWNERSHIP  
CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY TRUSTEES

Tax ID 0080001800  
TRANSFER OF OWNERSHIP

Printed 09/01/2016 Card No. 1 of 1

Property Address  
600 W SR 14

008-00018-00 FT NE NE SEC 13 32.868A

01/07/2013 CONNOLLY, CLAIRE L. \$0

Doc #: 20130036

Neighborhood  
909004 Jefferson & East Jefferson

08/31/2010 CONNOLLY, JAMES T. CLAIRE L. TRUSTEE \$0

Doc #: 20101356

Property Class  
100 Agri Vacant Land

TAXING DISTRICT INFORMATION

Jurisdiction  
66 PULASKI

Area  
009 JEFFERSON

Corporation  
N

District  
008

Section & Plat  
13

Routing Number  
30N-R3W

Site Description

Topography:  
Level

Public Utilities:  
Electric

Street or Road:  
Paved

Neighborhood:  
Static

Zoning:  
Legal Acres:

32.8680

Admin Legal

32.8680

5 TITILABLE LAND

1 LEGAL DITCH

2 PUBLIC ROAD/ROW

3 TITILABLE LAND

4 TITILABLE LAND

5 TITILABLE LAND

0.8000

0.6800

19.8780

8.0000

3.5000

0.51

1.00

1.00

## AGRICULTURAL

### VALUATION RECORD

Assessment Year	03/01/2010	03/01/2011	03/01/2012	03/01/2013	03/01/2014	03/01/2015	01/01/2016
Reason for Change	Misc	Misc	Misc	Annual	Annual	Annual	Annual
VALUATION	I	32600	37900	41200	44500	51800	49500
Appraised Value	P	0	0	0	0	0	0
VALUATION	T	32600	37900	41200	44500	51800	49500
True Tax Value	P	0	0	0	0	0	0
VALUATION	T	32600	37900	41200	44500	51800	49500

### LAND DATA AND CALCULATIONS

Land Type	Rating Soil ID -or- Actual Effective Frontage	Measured Acreage -or- Effective Frontage	Table Depth Square Feet	Prod. Factor -or- Depth Factor	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
1 LEGAL DITCH	ADB	0.8000	1.00	1.00	1960.00	1960.00	1570 0 -100%		0
2 PUBLIC ROAD/ROW	ADB	0.6800	1.00	1.00	1960.00	1960.00	1350 0 -100%		0
3 TITILABLE LAND	Ma	19.8780	0.94	0.94	1960.00	1842.00	36620		36620
4 TITILABLE LAND	BCA	8.0000	0.60	0.60	1960.00	1176.00	9410		9410
5 TITILABLE LAND	PLB	3.5000	0.51	0.51	1960.00	1000.00	3500		3500

001: 12P13 REASSESS MT/TR 9/27/11 - NO CHANGE  
002: 12P16 REASSESS MT/CS 5/19/14, NO CHANGE

PACKET 13

Supplemental Cards

TRUE TAX VALUE

49530

### FARMLAND COMPUTATIONS

Parcel Acreage	32.8680	Measured Acreage	31.3780
81 Legal Drain NV [-]	0.8000	Average True Tax Value/Acre	1578
82 Public Roads NV [-]	0.6900	TRUE TAX VALUE FARMLAND	49510
83 UT Towers NV [-]		Classified Land Total	
9 Homestead(s) [-]		Homestead(s) Value	
91/92 Excess Acreage [-]		Excess Acreage Value	
TOTAL ACRES FARMLAND	31.3780	Supplemental Cards	
TRUE TAX VALUE	49530	TOTAL LAND VALUE	49500

# COUNTY INFORMATION - PG 8

66-06-13-100-006.000-008

CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY 500 W SR 14

100

## ADMINISTRATIVE INFORMATION

PARCEL NUMBER  
66-06-13-100-006.000-008

Parent Parcel Number

Property Address  
500 W SR 14

Neighborhood  
909004 Jefferson & East Jefferson

Property Class  
100 Agri Vacant land

TAXING DISTRICT INFORMATION

Jurisdiction  
66 ILLINOIS

Area  
009 JEFFERSON

Corporation  
N

District  
008

Section & Plat  
13

Routing Number  
30N-R3W

## Site Description

Topography:  
Level

Public Utilities:  
Electric

Street or Road:  
Paved

Neighborhood:  
Static

Land Type

Zoning:  
20.0000

Legal Acres:  
20.0000

Admin Legal  
20.0000

## OWNERSHIP

CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY TRUSTEES

SALE, HOLLY  
3557 S WARREN RD  
HUNTINGTON, IN 46750 USA

008-00019-00 W.2 SE NE SEC 13 20A

AGNEW/LMR (519) HOOVER (691)

Tax ID 0080001900

TRANSFER OF OWNERSHIP

Date

01/07/2013

08/31/2010

08/31/2010

CONNOLLY, CLAIRE L.

CONNOLLY, JAMES & CLAIRE TRUSTEES OF

Doc #: 20130036

\$0

\$0

\$0

of 1

# AGRICULTURAL

## VALUATION RECORD

Assessment Year	03/01/2010	03/01/2011	03/01/2012	03/01/2013	03/01/2014	03/01/2015	01/01/2016
Reason for Change							
VALUATION	I	Misc	Misc	Annual	Annual	Annual	Annual
Appraised Value	21500	25000	27200	29300	34200	34200	32700
VALUATION	T	0	0	0	0	0	0
True Tax Value	21500	25000	27200	29300	34200	34200	32700
	P	0	0	0	0	0	0
	T	21500	25000	27200	29300	34200	32700

## LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Base	Adjusted	Extended	Influence	Value
Soil ID	-or- Actual Effective	Depth	-or- Depth Factor	Rate	Rate	Value	Factor	
BCA	3.0000	0.60	1960.00	1176.00	3530	2000	3530	3530
PLB	2.0000	0.51	1960.00	1000.00	2000	1633	2000	1633
WR	1.0000	0.68	1960.00	1333.00	1330	1330	1330	1330
WA	14.0000	0.94	1960.00	1842.00	25790	25790	25790	25790

001: 12P13 REASSESS MT/TR 9/27/11 - NO CHANGE

PACKET 13

Supplemental Cards

TRUE TAX VALUE

32650

## FARMLAND COMPUTATIONS

Parcel Acreage	20.0000	Measured Acreage	20.0000	Supplemental Cards	32700
81 Legal Drain NW [-]		Average True Tax Value/Acre			
82 Public Roads NW [-]		TRUE TAX VALUE FARMLAND			
83 UT Towers NW [-]		Classified Land Total			
9 Homesteads [-]		Homestead(s) Value			
91/92 Excess Acreage [-]		Excess Acreage Value			
TOTAL ACRES FARMLAND	20.0000	Supplemental Cards			
TRUE TAX VALUE	32650	TOTAL LAND VALUE			



# COUNTY INFORMATION - PG 9

66-06-13-400-009.000-008

CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY 500 W SR 14

100

## ADMINISTRATIVE INFORMATION

PARCEL NUMBER  
66-06-13-400-009.000-008  
Parent Parcel Number  
Property Address  
500 W SR 14  
Neighborhood  
909004 Jefferson & East Jefferson  
Property Class  
100 Agri Vacant Land  
TAXING DISTRICT INFORMATION  
Jurisdiction 66 PULASKI  
Area 009 JEFFERSON  
Corporation N  
District 008  
Section & Plat 13  
Routing Number 30N-R3W

OWNERSHIP  
CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY TRUSTEES  
SALE, HOLD  
3557 S WARREN RD  
HUNTINGTON, IN 46750 USA  
008-000020-00 W.2 NE SE SEC 13 20A  
AGNEW/LMR (519) HOOPER (6911)  
Tax ID 0080002000  
TRANSFER OF OWNERSHIP

01/07/2013 CONNOLLY, CLAIRE L.  
08/31/2010 CONNOLLY, JAMES & CLAIRE TRUSTEES OF  
Dec #: 20130036  
\$0  
\$0 Dec #: 20101356

## AGRICULTURAL

### VALUATION RECORD

Assessment Year	03/01/2010	03/01/2011	03/01/2012	03/01/2013	03/01/2014	03/01/2015	01/01/2016
Reason for Change							
VALUATION	I	Misc	Misc	Misc	Annual	Annual	Annual
Appraised Value	18600	21700	23500	25400	29600	29600	28300
	0	0	0	0	0	0	0
VALUATION	T	18600	21700	23500	25400	29600	28300
	1	18600	21700	23500	25400	29600	28300
True Tax Value	T	18600	21700	23500	25400	29600	28300

### LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Base	Adjusted	Extended	Influence	Value
Soil ID	Actual	-or- Effective	-or- Depth Factor	Rate	Rate	Value	Factor	
Land Type	Frontage	Effective	Square Feet					
1 LEGAL DITCH	ADB	1.0000	1.00	1960.00	1960.00	1960 0 -100%		0
2 TILLABLE LAND	PLR	4.0000	0.51	1960.00	1000.00	4000		4000
3 TILLABLE LAND	BCA	5.0000	0.60	1960.00	1176.00	5880		5880
4 TILLABLE LAND	MA	10.0000	0.94	1960.00	1842.00	18420		18420

001: 12P13 REASSESS MT/TR 9/27/11 - NO CHANGE  
002: 12P16 REASSESS MT/CS 5/19/14, NO CHANGE

PACKET 13

Supplemental Cards

TRUE TAX VALUE

28300

### FARMLAND COMPUTATIONS

Parcel Acreage	20.0000	Measured Acreage	19.0000
81 Legal Drain NV [-]		Average True Tax Value/Acre	1489
82 Public Roads NV [-]	1.0000	TRUE TAX VALUE FARMLAND	28290
83 UT Towers NV [-]		Classified Land Total	
9 Homestead(s) [-]		Homestead(s) Value	
91/92 Excess Acreage [-]		Excess Acreage Value	
TOTAL ACRES FARMLAND	19.0000	Supplemental Cards	
TRUE TAX VALUE	28300	TOTAL LAND VALUE	28300

---

# TAX INFORMATION

---



# TAX INFORMATION - PG 1

Real Property Maintenance - CONNOLLY, CLAIRE L 2012 REVOCABLE TRUST BY TRUSTE, 3557 S WARREN RD, HUNTINGTON IN 46750

File Edit View Applications Tools Window Help

Go Home Print Copy Paste Undo Redo 2015 pay 2016

Real type Real

Property 66-06-12-300-010.000-008

Identification Address Valuations Taxes Transfers Specials Notes Adjustments Lender E-Billing History

☐ Certificate of error exists ☐ Auditor adjustment exists

Current charges					
Tax Set	Charge type	Total charge	Posted payment	Pending payment	Balance due
▶ EAST JEFFERSON	1st Installment Tax	223.31	223.31	0.00	0.00
	2nd Installment Tax	223.31	0.00	0.00	223.31
	Total EAST JEFFERSON	446.62	223.31	0.00	223.31
AGNEW-LOWE/REN	1st Installment Tax	5.00	5.00	0.00	0.00
	2nd Installment Tax	0.00	0.00	0.00	0.00
	Total AGNEW-LOWE	5.00	5.00	0.00	0.00

Payment history

Print Tax Bill

451.62	228.31	0.00	223.31
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Tax details NOT filtered ☐ Filter tax details

☐ Tax Sale Payment Plan

Additional payments

Processed excess 0.00 Surplus 0.00 Advance 0.00 Overpayment 0.00 Refund 0.00

# TAX INFORMATION - PG 2

Real Property Maintenance - CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY TRUSTEE 3557 S WARREN RD, HUNTINGTON IN 46750

File Edit View Applications Tools Window Help

Go Home Back Forward Stop Print 2015 pay 2016

Real type Real

Property 66-06-12-300-012.000-008

Identification Address Valuations Taxes Transfers Specials Notes Adjustments Lender E-Billing History

☐ Certificate of error exists ☐ Auditor adjustment exists

Current charges					
Tax Set	Charge type	Total charge	Posted payment	Pending payment	Balance due
EAST JEFFERSON	1st Installment Tax	142.41	142.41	0.00	0.00
	2nd Installment Tax	142.41	0.00	0.00	142.41
Total EAST JEFFERSON		284.82	142.41	0.00	142.41

Payment history Print Tax Bill

284.82	142.41	0.00	142.41
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Tax details NOT filtered Filter tax details

☐ Tax Sale Payment Plan

Additional payments

Processed excess 0.00

Surplus 0.00

Advance 0.00

Overpayment HP Universal Printing PCL 6 - Tray 3 (hp LaserJet 4350)

Processing duplex  
job Do not grab paper until job completes

Supplies | Supplies Details



# TAX INFORMATION - PG 3

Real type Real

Property 66-06-12-300-013.000-008

Identification Address Valuations Taxes Transfers Specials Notes Adjustments Lender E-Billing History

Certificate of error exists Auditor adjustment exists

Current charges				
Tax Set	Charge type	Total charge	Posted payment	Pending payment
EAST JEFFERSON	1st Installment Tax	116.86	116.86	0.00
	2nd Installment Tax	116.86	0.00	116.86
Total EAST JEFFERSON		233.72	116.86	116.86

Payment history	Print Tax Bill	233.72	116.86	0.00	116.86
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Tax details NOT filtered Filter tax details

Tax Sale Payment Plan

Additional payments

Processed excess 0.00 Surplus 0.00 Advance 0.00 Overpayment HP Universal Printing PCL 6 - Tray 3 (hp LaserJet 4350)

Ready

ScreenPrint32 v3.5  
Job sent to the printer

# TAX INFORMATION - PG 4

Real Property Maintenance - CONNOLLY, CLAIRE L, 2012 REVOCABLE TRUST BY TRUSTE, 3557 S WARREN RD, HUNTINGTON IN 46750

File Edit View Applications Tools Window Help

Go Home Back Forward Stop Print 2015 pay 2016

Real type Real

Property 66-06-12-300-014.000-008

Identification Address Valuations Taxes Transfers Specials Notes Adjustments Lender E-Billing History

☐ Certificate of error exists ☐ Auditor adjustment exists

Current charges					
Tax Set	Charge type	Total charge	Posted payment	Pending payment	Balance due
▶ EAST JEFFERSON	1st Installment Tax	5.00	5.00	0.00	0.00
	2nd Installment Tax	0.00	0.00	0.00	0.00
Total EAST JEFFERSON		5.00	5.00	0.00	0.00

Payment history

Print Tax Bill

5.00	5.00	0.00	0.00
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Tax details NOT filtered

Filter tax details

☐ Tax Sale Payment Plan

Additional payments

Processed excess 0.00

Surplus 0.00

Advance 0.00

Overpayment HP Universal Printing PCL 6 - Tray 3 (hp LaserJet 4350)

Processing duplex



Settings

Supplies Detail

# TAX INFORMATION - PG 5

Real Property Maintenance - CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY TRUSTE, 3557 S WARREN RD, HUNTINGTON IN 46750

File Edit View Applications Tools Window Help

Go 2015 pay 2016

Real type Real

Property 66-06-13-200-003.000-008

Identification Address Valuations Taxes Transfers Specials Notes Adjustments Lender E-Billing History

☐ Certificate of error exists ☐ Auditor adjustment exists

Current charges				
Tax Set	Charge type	Total charge	Posted payment	Pending payment
EAST JEFFERSON	1st Installment Tax	660.46	660.46	0.00
	2nd Installment Tax	660.46	0.00	0.00
Total EAST JEFFERSON		1,320.92	660.46	0.00
				660.46

Payment history

Print Tax Bill

1,320.92	660.46	0.00	660.46
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Tax details NOT filtered

☐ Tax Sale Payment Plan

Additional payments

Processed excess 0.00 Surplus 0.00 Advance 0.00 Overpayment 0.00 Refund 0.00



# TAX INFORMATION - PG 6

Real type Real

Property 66-06-13-100-004.000-008

Identification Address Valuations Taxes Transfers Specials Notes Adjustments Lender E-Billing History

☐ Certificate of error exists ☐ Auditor adjustment exists

Current charges					
Tax Set	Charge type	Total charge	Posted payment	Pending payment	Balance due
▶ EAST JEFFERSON	1st Installment Tax	741.37	741.37	0.00	0.00
	2nd Installment Tax	741.37	0.00	0.00	741.37
Total EAST JEFFERSON		1,482.74	741.37	0.00	741.37
AGNEW-LOWE/EN	1st Installment Tax	5.00	5.00	0.00	0.00
	2nd Installment Tax	0.00	0.00	0.00	0.00
Total AGNEW-LOWE		5.00	5.00	0.00	0.00

Payment history

Print Tax Bill

1,487.74	746.37	0.00	741.37
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☐ Tax Sale Payment Plan

Tax details NOT filtered

Filter tax details

Additional payments

Processed excess	0.00	Surplus	0.00	Advance	0.00	Overpayment	0.00	Refund	0.00
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# TAX INFORMATION - PG 7

Real Property Maintenance - CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY TRUSTE, 3557 S WARREN RD, HUNTINGTON IN 46750

File Edit View Applications Tools Window Help

Go → ↩ ⌂ 📄 ⚙️ ⬆️ ⬆️ 2015 pay 2016 ↻ 🔍 🖨️

Real type Real

Property 66-06-13-100-005,000-008

Identification | Address | Valuations | Taxes | Transfers | Specials | Notes | Adjustments | Lender | E-Billing | History |

☐ Certificate of error exists ☐ Auditor adjustment exists

Current charges					
Tax Set	Charge type	Total charge	Posted payment	Pending payment	Balance due
▶ EAST JEFFERSON	1st Installment Tax	245.07	245.07	0.00	0.00
	2nd Installment Tax	245.07	0.00	0.00	245.07
Total EAST JEFFERSON		490.14	245.07	0.00	245.07
AGNEW-LOWEREN	1st Installment Tax	5.00	5.00	0.00	0.00
	2nd Installment Tax	0.00	0.00	0.00	0.00
Total AGNEW-LOWE		5.00	5.00	0.00	0.00

Payment history

Print Tax Bill

495.14	250.07	0.00	245.07
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Tax details NOT filtered [Filter tax details](#)

☐ Tax Sale Payment Plan

Additional payments

Processed excess 0.00 Surplus 0.00 Advance 0.00 Overpayment 0.00 Refund 0.00

# TAX INFORMATION - PG 8

Real Property Maintenance - CONNOLLY, CLAIRE L. 2012 REVOCABLE TRUST BY TRUSTE, 3557 S WARREN RD, HUNTINGTON IN 46750

File Edit View Applications Tools Window Help

Go ◀ ▶ ↺ ⌂ 🖨️ 📄 ⏪ ⏩ 2015 pay 2016 🔍 ? 📁

Real type Real

Property 66-06-13-100-006.000-008

Identification | Address | Valuations | Taxes | Transfers | Specials | Notes | Adjustments | Lender | E-Billing | History |

☐ Certificate of error exists ☐ Auditor adjustment exists

Current charges					
Tax Set	Charge type	Total charge	Posted payment	Pending payment	Balance due
▶ EAST JEFFERSON	1st Installment Tax	161.80	161.80	0.00	0.00
	2nd Installment Tax	161.80	0.00	0.00	161.80
Total EAST JEFFERSON		323.60	161.80	0.00	161.80
AGNEW-LOWEREN	1st Installment Tax	5.00	5.00	0.00	0.00
	2nd Installment Tax	0.00	0.00	0.00	0.00
Total AGNEW-LOWE		5.00	5.00	0.00	0.00

Payment history Print Tax Bill

328.60 166.80 0.00 161.80

☐ Tax Sale Payment Plan

Tax details NOT filtered Filter tax details

Additional payments

Processed excess 0.00 Surplus 0.00 Advance 0.00 Overpayment 0.00 Refund 0.00



# TAX INFORMATION - PG 9

Real Property Maintenance - CONNOLLY, CLAIRE L 2012 REVOCABLE TRUST BY TRUSTE, 3557 S WARREN RD, HUNTINGTON IN 46750

File Edit View Applications Tools Window Help

Go [Icons] 2015 pay 2016 [Icons]

Real type [Real]

Property [66-06-13-400-009.000-008]

Identification | Address | Valuations | Taxes | Transfers | Specials | Notes | Adjustments | Lender | E-Billing | History |

☐ Certificate of error exists ☐ Auditor adjustment exists

Current charges					
Tax Set	Charge type	Total charge	Posted payment	Pending payment	Balance due
▶ EAST JEFFERSON	1st Installment Tax	140.04	140.04	0.00	0.00
	2nd Installment Tax	140.04	0.00	0.00	140.04
	Total EAST JEFFERSON	280.08	140.04	0.00	140.04
AGNEW-LOWER EN	1st Installment Tax	5.00	5.00	0.00	0.00
	2nd Installment Tax	0.00	0.00	0.00	0.00
	Total AGNEW-LOWE	5.00	5.00	0.00	0.00

Payment history

Print Tax Bill

285.08	145.04	0.00	140.04
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Tax details NOT filtered

Filter tax details

☐ Tax Sale Payment Plan

Additional payments

Processed excess [0.00]

Surplus [0.00]

Advance [0.00]

Overpayment

Processing duplex



HP Universal Printing PCL 6 - Tray 5 (hp LaserJet 4350)



Printer: HP LaserJet 4350 | Supplies: Details

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# TITLE INSURANCE

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# TITLE INSURANCE - PG 1



**Fidelity National Title**  
Insurance Company

Order No. : 721603021

**Issued By**

**Fidelity National Title Company, LLC**  
1751 N. Jefferson St.  
Huntington, IN 46750  
260-356-6688 FAX 260-356-7811

**Fidelity National Title Insurance Company**

**TITLE INSURANCE COMMITMENT**

**Order No.:** 721603021

**Effective Date:** October 03, 2016 at 8:00 a.m.

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**Schedule A**

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**1. Policy or Policies to be issued:**

ALTA Owner's-06/17/06

**Proposed Insured:** To Be Determined

**Amount:** TO BE DETERMINED

ALTA Loan Policy - 06/17/06

**Proposed Insured:** To Be Determined

**Amount:** TO BE DETERMINED

**2. The estate or interest in the land described or referred to in this Schedule and covered herein is a Fee Simple and title thereto is at the effective date hereof vested in:**

Claire L. Connolly and Holly D. Sale, as Co-Trustees of the Claire L. Connolly 2012 Revocable Trust under a written agreement dated December 27, 2012, subject to the life estate of Claire L. Connolly

**3. The land referred to in this Commitment is described in Exhibit "A" attached hereto and made part hereof.**

Countersigned:

By:

Kelly Jung  
Authorized Officer

October 20, 2016





# TITLE INSURANCE - PG 2

Order No. : 721603021

## **SCHEDULE B - SECTION 1 REQUIREMENTS**

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. The title company reserves the right to make additional requirements if the insured real estate is split and sold in separate parcels.
2. Any conveyance or mortgage by the Trustee of the trust under which title is held must be accompanied by evidence of the continued existence of the trust, the identity of the Trustee and evidence of authority with respect to the contemplated transaction.
3. Duly authorized Trustees Deed executed by the trustee, or successor trustee of the Claire L. Connolly 2012 Revocable Trust, vesting fee simple title to the proposed insured owners, as shown in Schedule A.
4. Quitclaim Deed executed by Claire L. Connolly releasing their life estate interest. Said Deed must contain a recital that it is given to convey all rights in Life Estate as was reserved in Deed Recorded January 8, 2013 as Instrument # 20130036.
5. State Form 46021 (R9/7-09) "DISCLOSURE OF SALES INFORMATION" must be completed by the Buyer and Seller and attached to the deed or other document transferring title before the document will be recorded by the County Recorder.
6. Mortgage executed by proposed Mortgagor to the proposed insured lender.
7. Affidavit stating that the terms and provisions have been fulfilled and that the renters have vacated the property of a Cash Rent - Farm Lease Agreement made by and between Jim and Claire Connolly Trust, landowner, and Top Notch Farms and D&M Farms, d/b/a R&D Farms, renters, dated April 15, 2004 and recorded April 30, 2004 as Instrument No. 20041035. Assignment from Top Notch Farms and D&M Farms, d/b/a R&D Farms, to Top Notch Farms, a General Partnership, recorded May 24, 2005 as Instrument No. 20051143.
8. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
9. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
10. Mortgagors Affidavit(s) to be furnished.
11. Vendors Affidavit to be furnished.



# TITLE INSURANCE - PG 3

Order No. : 721603021

12. Certificate signed by the Clerk-Treasurer of the Municipality stating there are no unpaid municipal assessments and/or special assessments on the insured real estate.

NOTE: A 36 month chain of title was done and we find the following:

A Deed dated December 27, 2012 and recorded January 08, 2013 from Claire L. Connolly to Claire L. Connolly and Holly D. Sale, as Co-Trustees of the Claire L. Connolly 2012 Revocable Trust under a written agreement dated December 27, 2012, and reserving a life estate to Claire L. Connolly, as Instrument No. 20130036.

NOTE: If an insured closing is completed by Fidelity National Title Insurance Company Short Form Policy/Policies will be issued at the time of closing.

NOTE: By virtue of I.C. 27-7-3.6, a fee of \$5 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 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

NOTE: If Fidelity National Title Insurance Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.



# TITLE INSURANCE - PG 4

Order No. : 721603021

## **SCHEDULE B - SECTION 2 EXCEPTIONS**

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

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for the value of record the estate or interest or mortgage thereon covered by this commitment.
7. Property Taxes are as follows:

Tax Year: 2015  
Due and Payable: 2016  
May Installment: \$223.31 Paid  
November Installment: \$223.31 Unpaid  
Name of Taxpayer: Connolly, Claire L. 2012 Revocable Trust  
Land: \$47,200.00  
Improvements: \$0.00  
Exemptions: \$0.00 (None)  
Taxing Unit: East Jefferson  
Tax Identification No.: 008-00014-00; State Tax ID  
66-06-12-300-010.000-008  
Description: NE SW 12-30-3, 40A. (Part of Tract I).

8. Annual Assessment as set forth below:

Type of Assessment: Agnew- Lower End  
Annual Amount: \$5.00, Paid  
All future assessments are not yet due and payable.  
(008-00014-00; State Tax ID 66-06-12-300-010.000-008)  
(Part of Tract I).





# TITLE INSURANCE - PG 5

Order No. : 721603021

9. Property Taxes are as follows:

Tax Year: 2015  
Due and Payable: 2016  
May Installment: \$142.41 Paid  
November Installment: \$142.41 Unpaid  
Name of Taxpayer: Connolly, Claire L. 2012 Revocable Trust  
Land: \$30,100.00  
Improvements: \$0.00  
Exemptions: \$0.00 (None)  
Taxing Unit: East Jefferson  
Tax Identification No.: 008-00012-00; State Tax ID  
66-06-12-300-012.000-008  
Description: W 1/2 SE SW 12-30-3, 20A. (Part Tract I).

10. Property Taxes are as follows:

Tax Year: 2015  
Due and Payable: 2016  
May Installment: \$116.86 Paid  
November Installment: \$116.86 Unpaid  
Name of Taxpayer: Connolly, Claire L. 2012 Revocable Trust  
Land: \$24,700.00  
Improvements: \$0.00  
Exemptions: \$0.00 (None)  
Taxing Unit: East Jefferson  
Tax Identification No.: 008-00013-00; State Tax ID  
66-06-12-300-013.000-008  
Description: Pt SE SW 12-30-3, 14.699A. (Part of Tract I).

11. Property Taxes are as follows:

Tax Year: 2015  
Due and Payable: 2016  
Annually for: \$5.00 Paid  
Name of Taxpayer: Connolly, Claire L. 2012 Revocable Trust  
Land: \$400.00  
Improvements: \$0.00  
Exemptions: \$0.00 (None)  
Taxing Unit: East Jefferson  
Tax Identification No.: 008-00015-00; State Tax ID  
66-06-12-300-014.000-008  
Description: E side SE SW 12-30-3, .184A. (Balance of Tract I).

# TITLE INSURANCE - PG 6

Order No. : 721603021

12. Property Taxes are as follows:

Tax Year: 2015  
Due and Payable: 2016  
May Installment: \$660.46 Paid  
November Installment: \$660.46 Unpaid  
Name of Taxpayer: Connolly, Claire L. 2012 Revocable Trust  
Land: \$139,600.00  
Improvements: \$0.00  
Exemptions: \$0.00 (None)  
Taxing Unit: East Jefferson  
Tax Identification No.: 008-00016-00; State Tax ID  
66-06-13-200-003.000-008  
Description: E 1/2 NW 13-30-3, 80A. (Part of Tract II).

13. Property Taxes are as follows:

Tax Year: 2015  
Due and Payable: 2016  
May Installment: \$741.37 Paid  
November Installment: \$741.37 Unpaid  
Name of Taxpayer: Connolly, Claire L. 2012 Revocable Trust  
Land: \$131,000.00  
Improvements: \$28,700.00  
Exemptions: \$3,000.00 (Mortgage)  
Taxing Unit: East Jefferson  
Tax Identification No.: 008-00017-00; State Tax ID  
66-06-13-100-004.000-008  
Description: W 1/2 NE 13-30-3, 80A. (Part of Tract II).

14. Annual Assessment as set forth below:

Type of Assessment: Agnew- Lower End  
Annual Amount: \$5.00, Paid  
All future assessments are not yet due and payable.  
(008-00017-00; State Tax ID 66-06-13-100-004.000-008)  
(Part of Tract II).

# TITLE INSURANCE - PG 7

Order No. : 721603021

15. Property Taxes are as follows:

Tax Year: 2015  
Due and Payable: 2016  
May Installment: \$245.07 Paid  
November Installment: \$245.07 Unpaid  
Name of Taxpayer: Connolly, Claire L. 2012 Revocable Trust  
Land: \$51,800.00  
Improvements: \$0.00  
Exemptions: \$0.00 (None)  
Taxing Unit: East Jefferson  
Tax Identification No.: 008-00018-00; State Tax ID  
66-06-13-100-005.000-008  
Description: Pt NE NE 13-30-3, 32.868A. (Balance of Tract II).

16. Annual Assessment as set forth below:

Type of Assessment: Agnew- Lower End  
Annual Amount: \$5.00, Paid  
All future assessments are not yet due and payable.  
(008-00018-00; State Tax ID 66-06-13-100-005.000-008)  
(Balance of Tract II).

17. Property Taxes are as follows:

Tax Year: 2015  
Due and Payable: 2016  
May Installment: \$161.80 Paid  
November Installment: \$161.80 Unpaid  
Name of Taxpayer: Connolly, Claire L. 2012 Revocable Trust  
Land: \$34,200.00  
Improvements: \$0.00  
Exemptions: \$0.00 (None)  
Taxing Unit: East Jefferson  
Tax Identification No.: 008-00019-00; State Tax ID  
66-06-13-100-006.000-008  
Description: W 1/2 SE NE 13-30-3, 20A. (Part of Tract III).

18. Annual Assessment as set forth below:

Type of Assessment: Agnew-Lower End  
Annual Amount: \$5.00, Paid  
All future assessments are not yet due and payable.  
(008-00019-00; State Tax ID 66-06-13-100-006.000-008)  
(Part of Tract III).



# TITLE INSURANCE - PG 8

Order No. : 721603021

19. Property Taxes are as follows:

Tax Year: 2015  
Due and Payable: 2016  
May Installment: \$140.04 Paid  
November Installment: \$140.04 Unpaid  
Name of Taxpayer: Connolly, Claire L. 2012 Revocable Trust  
Land: \$29,600.00  
Improvements: \$0.00  
Exemptions: \$0.00 (None)  
Taxing Unit: East Jefferson  
Tax Identification No.: 008-00020-00; State Tax ID  
66-06-13-400-009.000-008  
Description: W 1/2 NE SE 13-30-3, 20A. (Balance of Tract III).

20. Annual Assessment as set forth below:

Type of Assessment: Agnew-Lower End  
Annual Amount: \$5.00, Paid  
All future assessments are not yet due and payable.  
(008-00020-00; State Tax ID 66-06-13-400-009.000-008)  
(Balance of Tract III).

21. Taxes for the year 2016 are a lien, due in 2017, but are not yet due and payable.
22. Added improvements in place as of January 1, 2016 are subject to assessment which could increase the tax amounts due in 2017, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
23. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
24. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
25. Terms and provisions of the trust under which title is held.
26. Subject to an easement for ingress and egress as set forth in Trustee's Deed of Easement dated January 5, 2001 and recorded January 17, 2001 as Instrument No. 20010132.



# TITLE INSURANCE - PG 9

Order No. : 721603021

27. Terms and provisions of an Easement for Electrical Lines in favor of Northern Indiana Public Service Company dated October 28, 2015 and recorded November 17, 2015 as Instrument No. 20152033.
28. Terms and provisions of an Easement for Electrical Lines in favor of Northern Indiana Public Service Company dated October 28, 2015 and recorded November 17, 2015 as Instrument No. 20152034.
29. Terms and provisions of an Easement for Electrical Lines in favor of Northern Indiana Public Service Company dated October 28, 2015 and recorded October 17, 2015 as Instrument No. 20152035.
30. Terms and provisions of an Easement for Electrical Lines in favor of Northern Indiana Public Service Company dated October 28, 2015 and recorded November 17, 2015 as Instrument No. 20152036.
31. Rights of the public, the State of Indiana, the County of Pulaski and the municipality in and to that part of the land taken or used for road purposes.
32. Rights of way for drainage tiles, feeders and laterals, if any.
33. Pursuant to IC36-9-27-33 of County Drainage Board (and any amendments thereto) or any legal representative thereof is granted the right of entry over and along lands lying within 75 feet of any regulated drain, said 75 feet being measured at right angles from the existing bank of each and any open drains.
34. Any adverse claim relative to the Hoover Ditch, also known as the Glingenpeel Ditch, based upon:
  - a. The land described in Schedule A or any part thereof is now or at any time has been below the ordinary low water mark of the Hoover Ditch, also known as the Glingenpeel Ditch;; or
  - b. Some portion of said land has been created by artificial means or has accreted to such portion so created; or
  - c. Some portion of said land has been brought within the boundary thereof by an avulsive movement, or has been formed by accretion to any such portion.
  - d. Rights of upper and lower riparian owners with respect to the waters thereof.
35. The acreage indicated in the legal description is solely for the purpose of identifying the said tract of land and should not be construed as insuring the quantity of land.
36. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
37. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



# TITLE INSURANCE - PG 10

Order No. : 721603021

NOTE: Fidelity National Title Insurance Company has not conducted a state court judgment search against the purchaser, as any state court judgment against the purchaser is subordinate to the insured mortgage herein pursuant to Indiana Code 32-29-1-4 which states: PURCHASE MONEY MORTGAGE Sec. 4. A Mortgage granted by a purchaser to secure purchase money has priority over a prior judgment against the Purchaser.

NOTE: Any exception contained herein omits any covenant or restriction, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.





# TITLE INSURANCE - PG 11

Order No. : 721603021

## EXHIBIT "A"

### TRACT I:

EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 3 WEST, PULASKI COUNTY, INDIANA, CONTAINING 80 ACRES, MORE OR LESS. EXCEPT THEREFROM: THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 3 WEST IN JEFFERSON TOWNSHIP, PULASKI COUNTY, INDIANA DESCRIBED BY: COMMENCING AT A MONUMENT FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE NORTH 89 DEGREES 34 MINUTES 48 SECONDS EAST (INDIANA STATE PLANE COORDINATE SYSTEM) ALONG SR 14 AND THE SECTION LINE 2,495.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 07 MINUTES 24 SECONDS WEST 941.95 FEET TO A CAPPED WITH JLM I.D. 1/2 INCH IRON PIPE (I.P.) SET, PASSING THROUGH AN I.P. SET AT 35.00 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 48 SECONDS EAST 250.00 FEET TO AN I.P. SET; THENCE SOUTH 00 DEGREES 30 MINUTES 10 SECONDS WEST 942.00 FEET, PASSING THROUGH AN I.P. SET AT 907.00 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SR 14 AND THE SECTION LINE 223.26 FEET TO THE POINT OF BEGINNING, CONTAINING 5.117 ACRES, MORE OR LESS. BEING 4.701 ACRES OUT OF PARCEL NO. 008-00013-00 AND 0.416 ACRES OUT OF PARCEL NO. 008-00015-00.

### TRACT II:

EAST HALF OF THE NORTHWEST QUARTER AND WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 30 NORTH, RANGE 3 WEST, PULASKI COUNTY, INDIANA, EXCEPT THEREFROM: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER, SECTION 13, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, TO THE CENTERLINE OF THE CLINGENPEEL DITCH 597 FEET; THENCE IN A NORTHWESTERLY DIRECTION OVER AND ALONG THE CENTER LINE OF THE AFORESAID DITCH TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST QUARTER; THENCE EAST ALONG THE NORTH LINE TO THE POINT OF BEGINNING, 958 FEET, CONTAINING 6.51 ACRES, MORE OR LESS, AND CONTAINING AFTER SAID EXCEPTION 193.49 ACRES, MORE OR LESS. EXCEPT THEREFROM: A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 30 NORTH, RANGE 3 WEST OF THE SECOND PRINCIPAL MERIDIAN, PULASKI COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER-QUARTER SECTION SOUTH 89 DEGREES 51 MINUTES 00 SECONDS WEST 958.00 FEET (DISTANCE QUOTED FROM DEED RECORD 150, PAGE 549) FROM THE NORTHEAST CORNER OF SAID QUARTER-QUARTER SECTION, WHICH POINT OF BEGINNING IS THE INTERSECTION OF THE CENTERLINE OF HOOVER DITCH (ALSO KNOWN AS CLINGENPEEL DITCH) AND THE NORTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE SOUTH 24 DEGREES 43 MINUTES 59 SECONDS EAST 88.07 FEET ALONG SAID DITCH CENTERLINE; THENCE SOUTH 60 DEGREES 44 MINUTES 42 SECONDS EAST 79.52 FEET ALONG SAID DITCH CENTERLINE; THENCE SOUTH 42 DEGREES 42 MINUTES 22 SECONDS

# TITLE INSURANCE - PG 12

WEST 42.11 FEET; THENCE NORTH 63 DEGREES 35 MINUTES 06 SECONDS WEST 234.79 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 04 SECONDS WEST 200.06 FEET; THENCE NORTH 86 DEGREES 03 MINUTES 52 SECONDS WEST 70.18 FEET TO THE SOUTH BOUNDARY OF STATE ROAD 14; THENCE NORTH 0 DEGREES 09 MINUTES 00 SECONDS WEST 35.00 FEET TO THE NORTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE NORTH 89 DEGREES 51 MINUTES 00 SECONDS EAST 402.72 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 0.622 ACRES, MORE OR LESS. THE PORTION OF THE ABOVE-DESCRIBED REAL ESTATE WHICH IS NOT ALREADY EMBRACED WITHIN PUBLIC RIGHTS OF WAY CONTAINS 0.292 ACRES, MORE OR LESS.

## TRACT III:

A PART OF THE EAST HALF OF SECTION 13, TOWNSHIP 30 NORTH, RANGE 3 WEST, PULASKI COUNTY, INDIANA, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, TOWNSHIP AND RANGE AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER A DISTANCE OF 684.8 FEET AND TO AN IRON PIPE, BEING THE POINT OF BEGINNING; THENCE CONTINUING WEST A DISTANCE OF 660.3 FEET TO AN ANGLE IRON CORNER POST; BEING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 01 MINUTES 20 SECONDS WEST A DISTANCE OF 2638.8 FEET TO AN IRON PIPE, BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13; THENCE EAST A DISTANCE OF 660.3 FEET TO AN IRON PIPE; THENCE SOUTH 00 DEGREES 01 MINUTES 20 SECONDS EAST A DISTANCE OF 2638.8 FEET TO A POINT OF BEGINNING, CONTAINING 40 ACRES, MORE OR LESS.

Property Address: SR 14 & 600 W, Winamac, IN 46996

Property Address: SR 14 & 600 W, Winamac, IN 46996

Property Address: 5528 West SR 14, Winamac, IN 46996

Property Address: SR 14 & 60 W, Winamac, IN 46996

Property Address: SR 14 & 600 W, Winamac, IN 46996

# TITLE INSURANCE - PG 13

Property Address: SR 14 & 500 W, Winamac, IN 46996

Property Address: SR 14 & 500 W, Winamac, IN 46996

Property Address: 500 W & SR 14, Winamac, IN 46996

Property Address: 500 W & 100 S, Winamac, IN 46996



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# NIPSCO EASEMENTS

---

# NIPSCO EASEMENTS - PG 1

**CROSS-REFERENCE:** In accordance with Indiana Code § 32-23-2-5(a), the easement described below burdens the real estate acquired by Quit Claim Deed dated December 27, 2012, and recorded in the Office of the Recorder for Pulaski County, Indiana, as Document No. 20130036, on January 8, 2013.

## EASEMENT FOR ELECTRICAL LINES

EASEMENT # 40000-1123.00

KNOW ALL MEN, That Claire L. Connolly and Holly D. Sale, as Co-Trustees of the Claire L. Connolly 2012 Revocable Trust under a written agreement dated December 27, 2012 ("Grantor"), in consideration of the sum of one dollar (\$1.00) and other valuable considerations, in hand paid to the Grantor, hereby grants to Northern Indiana Public Service Company, an Indiana Corporation, and its successors and assigns ("Grantee"), this easement (this "Easement") which grants Grantee the right and authority, from time to time, the perpetual irrevocable right and easement to enter upon the Easement Area (as defined below) to construct, erect, install, repair, replace, renew, maintain, extend, enlarge, alter, operate, inspect, patrol, and remove towers, poles, string wires, cables, conductors, guy wires, and other necessary equipment upon and between such towers and poles, together with all equipment, fixtures, and appurtenances (the "NIPSCO Facilities"); together with all the rights and privileges necessary or convenient for the transmission, distribution and delivery of electricity to the general public to be used for light, heat, power and other purposes as well as, including the right of ingress and egress to and from the Easement Area (as defined below) over adjoining lands of Grantor; and the right to survey, trim, cut down and remove or control by herbicides, now existing or future occurring vegetation, any overhanging branches or undergrowth, or any trees of such height which may, in the sole judgment of Grantee, endanger the safety of, or interfere with the use or enjoyment of, any of the NIPSCO Facilities, structures or equipment which interfere with the operation of the NIPSCO Facilities, within, along and over that certain strip of land or right-of-way situated in the County of Pulaski, State of Indiana, as further described on Exhibit A attached hereto and incorporated herein (the "Easement Area"), and from the adjoining lands of Grantor. Grantee shall also be permitted to use the fiber optic located within the static within the NIPSCO

# NIPSCO EASEMENTS - PG 2

Facilities for internal communication purposes provided that Grantee does not authorize third parties to utilize the NIPSCO Facilities for third party communication purposes.

Grantor shall have the right to fully use and enjoy the Easement Area except for such use as may interfere with the exercise by Grantee of the rights granted in this Easement. Grantor shall not construct or permit the construction or use of any building, house, structure, equipment or obstruction of any kind on or over the Easement Area that would interfere with the safe construction, maintenance, or operation of any NIPSCO Facilities.

Grantor further agrees that it will not permit, suffer or cause to be carried out any excavation, change of grade, or water impoundment on or about the Easement Area without the prior written consent of Grantee. It is agreed that the NIPSCO Facilities and each and every part thereof, whether fixed to the realty or not, shall be and remain the property of the Grantee.

Any damages to the crops, tile or fences of the Grantor within the Easement Area, or on lands of the Grantor adjoining the Easement Area, done by the Grantee in the construction, erection, installation, repair, replacement or renewal of the NIPSCO Facilities shall be promptly paid by the Grantee. Patrolling the Easement Area and NIPSCO Facilities on foot shall not constitute grounds for a claim for crop damage.

With regard to the Easement Area, Grantor represents, to the best of its knowledge, that neither the Easement Area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Easement Area for Grantee's intended use.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath, on or along the Easement Area.

Grantee shall indemnify, hold harmless and defend Grantor for any claims, damages, losses, fines, penalties, costs and expenses, (other than consequential damages), suffered by Grantor which



# NIPSCO EASEMENTS - PG 3

directly result solely from the negligence of the Grantee or its representatives and contractors along the Easement Area.

The Grantor hereby covenants to be the owner in fee simple of the Easement Area, lawfully seized thereof, with good right to grant and convey this Easement herein, and guarantees the quiet possession thereof, and that the Grantor will warrant and defend the title to the Easement Area against all lawful claims.

The rights granted in this Easement may be assigned in whole or in part. This Easement is to be binding on the heirs, executors, administrators, grantees and assigns of the Grantor, and upon the Grantee, its successors and assigns.

# NIPSCO EASEMENTS - PG 4

## Exhibit A

### **Legal Description of the Easement Area**

# NIPSCO EASEMENTS - PG 5

## EXHIBIT "A"

### EASEMENT DESCRIPTION

A strip of land in Section 13, Township 30 North, Range 3 West, Jefferson Township, Pulaski County, State of Indiana, and being that part of the Grantor's land lying within the easement lines depicted on the attached Easement Parcel Plat marked Exhibit "B" described as follows:

A strip of land in the Northwest Quarter (NW 1/4) of said Section 13, said strip of land being 200 feet wide and lying 100 feet wide each side of centerline and said centerline produced, said centerline being described as follows:

Beginning at a point on the Grantor's West line marked by Point "595" designated on said Plat, said point being South 0°27'56" East a distance of 190.90 feet and North 89°41'49" East a distance of 1358.84 feet from Point "5110" designated on said Plat; thence North 24°16'48" East a distance of 175.92 feet to Point "657" designated on said Plat; thence North 24°00'48" East a distance of 33.93 feet to a point on the Grantor's North line marked by Point "596" designated on said Plat, said point being North 89°41'49" East a distance of 1446.53 feet from Point "5110" designated on said Plat.

Containing 0.976 of an acre of land.

STATE ID: 66-06-13-200-003.000-008

### SURVEYOR'S STATEMENT

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT, TOGETHER WITH THE "LOCATION CONTROL SURVEY" RECORDED IN DOCUMENT NO. 20140404 IN THE OFFICE OF THE RECORDER OF PULASKI COUNTY, INDIANA, (INCORPORATED AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12 ("RULE 12").

THIS PLAT WAS PREPARED USING INFORMATION OBTAINED FROM THE COUNTY RECORDS. IT DOES NOT REPRESENT A SURVEY OF THE OWNER'S PROPERTY. DIMENSIONS SHOWN ALONG THE EXISTING PROPERTY LINES ARE TAKEN FROM THE LISTED RECORD DOCUMENTS.

IT IS INTENDED THAT THE MONUMENTS AND COORDINATE VALUES SHOWN ON THESE EXHIBITS AND THE SAID "LOCATION CONTROL SURVEY" BE USED AS THE BASIS FOR LOCATING THE EASEMENT LINES SHOWN HEREON.

  
CHRISTIAN F. MARBACH PLS #880002



**EASEMENT PARCEL PLAT**  
FOR NIPSCO PARCEL 40000-1123.00  
PART OF THE NW 1/4, SEC 13, T30N, R3W,  
JEFFERSON TOWNSHIP, PULASKI COUNTY  
INDIANA

AUTOCAD FILE: 5175-2013 Pulaski Co Parcel Plat.dwg

JOB NUMBER  
0175-2013

SCALE  
NONE

DRAWN BY  
A.K.M.

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SHEET 1 OF 2

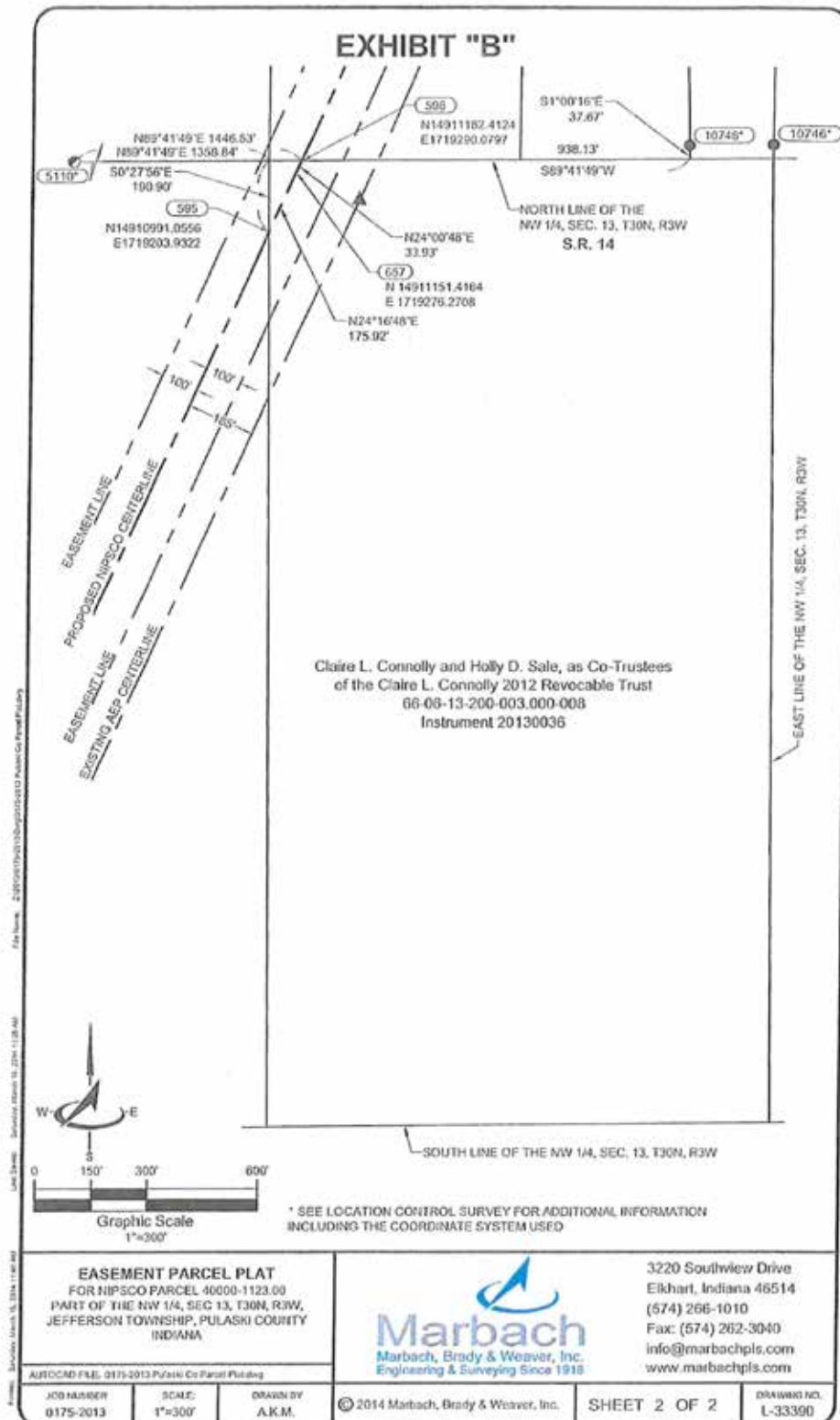
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L-33390

  
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info@marbachpls.com  
www.marbachpls.com



# NIPSCO EASEMENTS - PG 6



# NIPSCO EASEMENTS - PG 7

**CROSS-REFERENCE:** In accordance with Indiana Code § 32-23-2-5(a), the easement described below burdens the real estate acquired by Quit Claim Deed dated December 27, 2012, and recorded in the Office of the Recorder for Pulaski County, Indiana, as Document No. 20130036, on January 8, 2013.

## EASEMENT FOR ELECTRICAL LINES

EASEMENT # 40000-1125.00

KNOW ALL MEN, That Claire L. Connolly and Holly D. Sale, as Co-Trustees of the Claire L. Connolly 2012 Revocable Trust under a written agreement dated December 27, 2012 ("Grantor"), in consideration of the sum of one dollar (\$1.00) and other valuable considerations, in hand paid to the Grantor, hereby grants to Northern Indiana Public Service Company, an Indiana Corporation, and its successors and assigns ("Grantee"), this easement (this "Easement") which grants Grantee the right and authority, from time to time, the perpetual irrevocable right and easement to enter upon the Easement Area (as defined below) to construct, erect, install, repair, replace, renew, maintain, extend, enlarge, alter, operate, inspect, patrol, and remove towers, poles, string wires, cables, conductors, guy wires, and other necessary equipment upon and between such towers and poles, together with all equipment, fixtures, and appurtenances (the "NIPSCO Facilities"); together with all the rights and privileges necessary or convenient for the transmission, distribution and delivery of electricity to the general public to be used for light, heat, power and other purposes as well as, including the right of ingress and egress to and from the Easement Area (as defined below) over adjoining lands of Grantor; and the right to survey, trim, cut down and remove or control by herbicides, now existing or future occurring vegetation, any overhanging branches or undergrowth, or any trees of such height which may, in the sole judgment of Grantee, endanger the safety of, or interfere with the use or enjoyment of, any of the NIPSCO Facilities, structures or equipment which interfere with the operation of the NIPSCO Facilities, within, along and over that certain strip of land or right-of-way situated in the County of Pulaski, State of Indiana, as further described on Exhibit A attached hereto and incorporated herein (the "Easement Area"), and from the adjoining lands of Grantor. Grantee shall also be permitted to use the fiber optic located within the static within the NIPSCO

# NIPSCO EASEMENTS - PG 8

Facilities for internal communication purposes provided that Grantee does not authorize third parties to utilize the NIPSCO Facilities for third party communication purposes.

Grantor shall have the right to fully use and enjoy the Easement Area except for such use as may interfere with the exercise by Grantee of the rights granted in this Easement. Grantor shall not construct or permit the construction or use of any building, house, structure, equipment or obstruction of any kind on or over the Easement Area that would interfere with the safe construction, maintenance, or operation of any NIPSCO Facilities.

Grantor further agrees that it will not permit, suffer or cause to be carried out any excavation, change of grade, or water impoundment on or about the Easement Area without the prior written consent of Grantee. It is agreed that the NIPSCO Facilities and each and every part thereof, whether fixed to the realty or not, shall be and remain the property of the Grantee.

Any damages to the crops, tile or fences of the Grantor within the Easement Area, or on lands of the Grantor adjoining the Easement Area, done by the Grantee in the construction, erection, installation, repair, replacement or renewal of the NIPSCO Facilities shall be promptly paid by the Grantee. Patrolling the Easement Area and NIPSCO Facilities on foot shall not constitute grounds for a claim for crop damage.

With regard to the Easement Area, Grantor represents, to the best of its knowledge, that neither the Easement Area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Easement Area for Grantee's intended use.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath, on or along the Easement Area.

Grantee shall indemnify, hold harmless and defend Grantor for any claims, damages, losses, fines, penalties, costs and expenses, (other than consequential damages), suffered by Grantor which



# NIPSCO EASEMENTS - PG 9

directly result solely from the negligence of the Grantee or its representatives and contractors along the Easement Area.

The Grantor hereby covenants to be the owner in fee simple of the Easement Area, lawfully seized thereof, with good right to grant and convey this Easement herein, and guarantees the quiet possession thereof, and that the Grantor will warrant and defend the title to the Easement Area against all lawful claims.

The rights granted in this Easement may be assigned in whole or in part. This Easement is to be binding on the heirs, executors, administrators, grantees and assigns of the Grantor, and upon the Grantee, its successors and assigns.

# NIPSCO EASEMENTS - PG 10

## Exhibit A

### **Legal Description of the Easement Area**

# NIPSCO EASEMENTS - PG 11

## EXHIBIT "A"

### EASEMENT DESCRIPTION

A strip of land in Section 12, Township 30 North, Range 3 West, Jefferson Township, Pulaski County, State of Indiana, and being that part of the Grantor's land lying within the easement lines depicted on the attached Easement Parcel Plat marked Exhibit "B" described as follows:

A strip of land in the Southwest Quarter (SW 1/4) of said Section 12, said strip of land being 200 feet wide and lying 100 feet wide each side of centerline and said centerline produced, said centerline being described as follows:

Beginning at a point on the Grantor's South line marked by Point "596" designated on said Plat, said point being North 89°41'49" East a distance of 1446.53 feet from Point "5110" designated on said Plat; thence North 24°00'48" East a distance of 1082.14 feet to Point "597" designated on said Plat; thence North 23°26'46" East a distance of 365.92 feet to a point on the Grantor's North line marked by Point "598" designated on said Plat, said point being South 89°26'49" West a distance of 16.15 feet more or less from the Grantor's Northeast corner.

Containing 6.402 acres of land.

STATE ID: 66-06-12-300-012.000-008

### SURVEYOR'S STATEMENT

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT, TOGETHER WITH THE "LOCATION CONTROL SURVEY" RECORDED IN DOCUMENT NO. 20140404 IN THE OFFICE OF THE RECORDER OF PULASKI COUNTY, INDIANA, (INCORPORATED AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12 ("RULE 12").

THIS PLAT WAS PREPARED USING INFORMATION OBTAINED FROM THE COUNTY RECORDS. IT DOES NOT REPRESENT A SURVEY OF THE OWNER'S PROPERTY. DIMENSIONS SHOWN ALONG THE EXISTING PROPERTY LINES ARE TAKEN FROM THE LISTED RECORD DOCUMENTS.

IT IS INTENDED THAT THE MONUMENTS AND COORDINATE VALUES SHOWN ON THESE EXHIBITS AND THE SAID "LOCATION CONTROL SURVEY" BE USED AS THE BASIS FOR LOCATING THE EASEMENT LINES SHOWN HEREON.

  
CHRISTIAN F. MARBACH PLS #880002



EASEMENT PARCEL PLAT  
FOR NIPSCO PARCEL 40000-1125.00  
PART OF THE SW 1/4, SEC 12, T30N, R3W,  
JEFFERSON TOWNSHIP, PULASKI COUNTY  
INDIANA

AUTOCAD FILE: 0175-2013 Pulaski Co Parcel Plat.dwg

JOB NUMBER	SCALE:	DRAWN BY
0175-2013	NONE	A.K.M.

  
**Marbach**  
Marbach, Brady & Weaver, Inc.  
Engineering & Surveying Since 1918

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Elkhart, Indiana 46514  
(574) 268-1010  
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www.marbachpls.com

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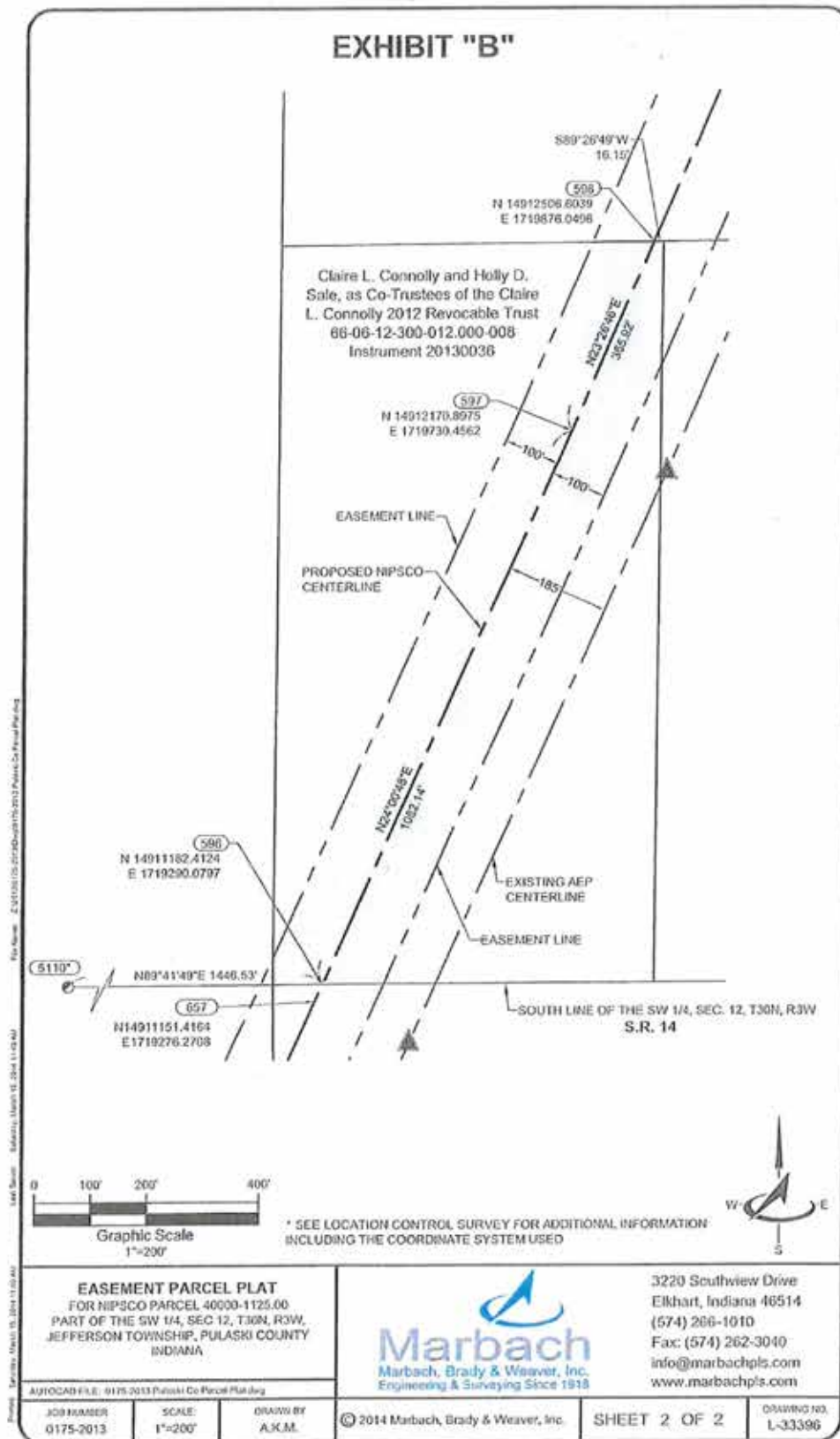
SHEET 1 OF 2

DRAWING NO.  
L-33396

Plotted: 8/20/2014 11:29 AM  
Printed: 8/20/2014 11:29 AM  
Last Saved: 8/20/2014 11:27 AM  
File Name: 2:0513175-2013 Pulaski Co Parcel Plat.dwg



# NIPSCO EASEMENTS - PG 12



# NIPSCO EASEMENTS - PG 13

**CROSS-REFERENCE:** In accordance with Indiana Code § 32-23-2-5(a), the easement described below burdens the real estate acquired by Quit Claim Deed dated December 27, 2012, and recorded in the Office of the Recorder for Pulaski County, Indiana, as Document No. 20130036, on January 8, 2013.

## EASEMENT FOR ELECTRICAL LINES

EASEMENT # 40000-1126.00

KNOW ALL MEN, That Claire L. Connolly and Holly D. Sale, as Co-Trustees of the Claire L. Connolly 2012 Revocable Trust under a written agreement dated December 27, 2012 ("Grantor"), in consideration of the sum of one dollar (\$1.00) and other valuable considerations, in hand paid to the Grantor, hereby grants to Northern Indiana Public Service Company, an Indiana Corporation, and its successors and assigns ("Grantee"), this easement (this "Easement") which grants Grantee the right and authority, from time to time, the perpetual irrevocable right and easement to enter upon the Easement Area (as defined below) to construct, erect, install, repair, replace, renew, maintain, extend, enlarge, alter, operate, inspect, patrol, and remove towers, poles, string wires, cables, conductors, guy wires, and other necessary equipment upon and between such towers and poles, together with all equipment, fixtures, and appurtenances (the "NIPSCO Facilities"); together with all the rights and privileges necessary or convenient for the transmission, distribution and delivery of electricity to the general public to be used for light, heat, power and other purposes as well as, including the right of ingress and egress to and from the Easement Area (as defined below) over adjoining lands of Grantor; and the right to survey, trim, cut down and remove or control by herbicides, now existing or future occurring vegetation, any overhanging branches or undergrowth, or any trees of such height which may, in the sole judgment of Grantee, endanger the safety of, or interfere with the use or enjoyment of, any of the NIPSCO Facilities, structures or equipment which interfere with the operation of the NIPSCO Facilities, within, along and over that certain strip of land or right-of-way situated in the County of Pulaski, State of Indiana, as further described on Exhibit A attached hereto and incorporated herein (the "Easement Area"), and from the adjoining lands of Grantor. Grantee shall also be permitted to use the fiber optic located within the static within the NIPSCO

# NIPSCO EASEMENTS - PG 14

Facilities for internal communication purposes provided that Grantee does not authorize third parties to utilize the NIPSCO Facilities for third party communication purposes.

Grantor shall have the right to fully use and enjoy the Easement Area except for such use as may interfere with the exercise by Grantee of the rights granted in this Easement. Grantor shall not construct or permit the construction or use of any building, house, structure, equipment or obstruction of any kind on or over the Easement Area that would interfere with the safe construction, maintenance, or operation of any NIPSCO Facilities.

Grantor further agrees that it will not permit, suffer or cause to be carried out any excavation, change of grade, or water impoundment on or about the Easement Area without the prior written consent of Grantee. It is agreed that the NIPSCO Facilities and each and every part thereof, whether fixed to the realty or not, shall be and remain the property of the Grantee.

Any damages to the crops, tile or fences of the Grantor within the Easement Area, or on lands of the Grantor adjoining the Easement Area, done by the Grantee in the construction, erection, installation, repair, replacement or renewal of the NIPSCO Facilities shall be promptly paid by the Grantee. Patrolling the Easement Area and NIPSCO Facilities on foot shall not constitute grounds for a claim for crop damage.

With regard to the Easement Area, Grantor represents, to the best of its knowledge, that neither the Easement Area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Easement Area for Grantee's intended use.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath, on or along the Easement Area.

Grantee shall indemnify, hold harmless and defend Grantor for any claims, damages, losses, fines, penalties, costs and expenses, (other than consequential damages), suffered by Grantor which





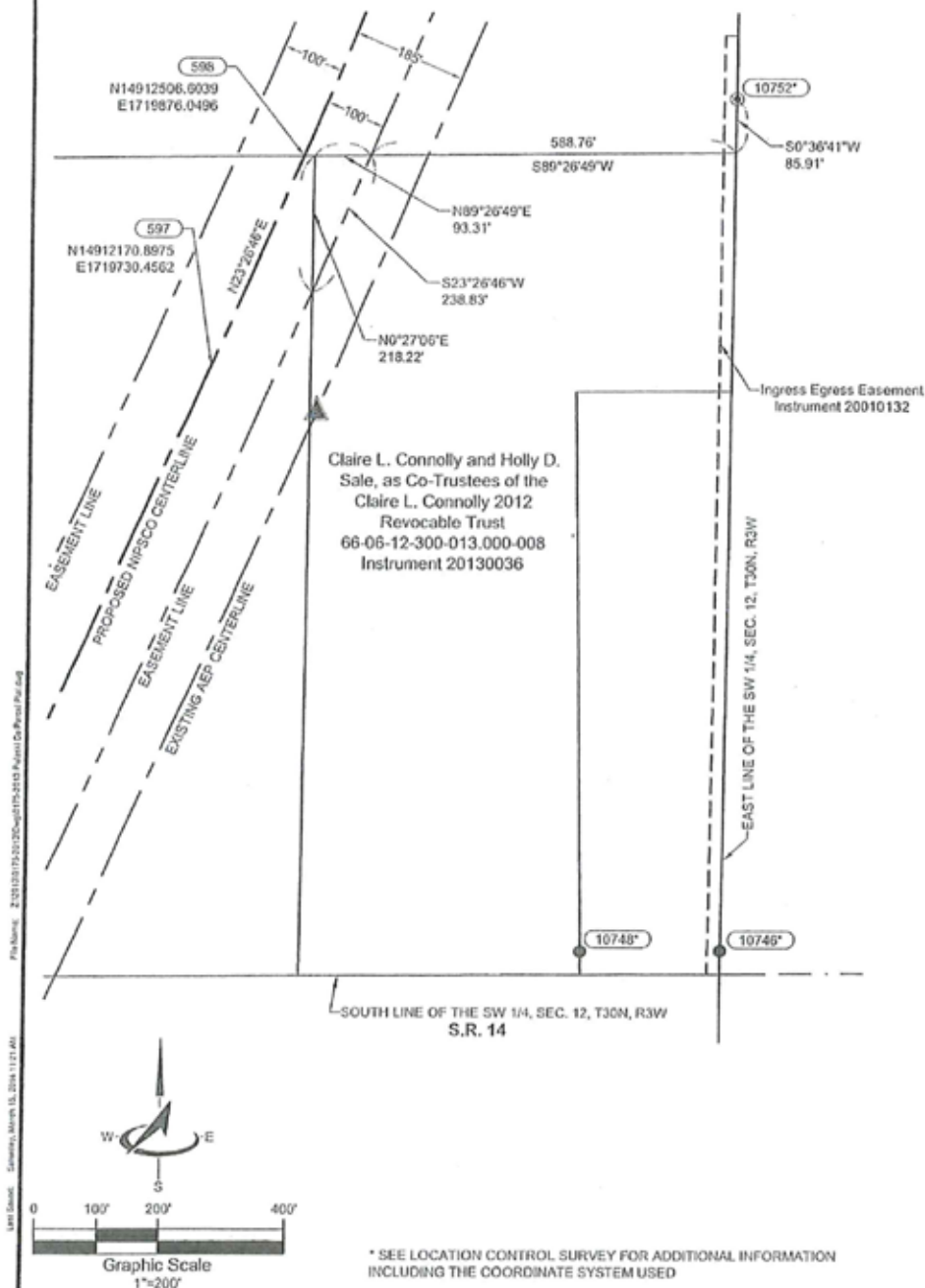
# NIPSCO EASEMENTS - PG 16

## Exhibit A

### **Legal Description of the Easement Area**

DRAWING NO.  
L-33397

## EXHIBIT "B"



**EASEMENT PARCEL PLAT**  
FOR NIPSCO PARCEL 40000-1126.00  
PART OF THE SW 1/4, SEC 12, T30N, R3W,  
JEFFERSON TOWNSHIP, PULASKI COUNTY  
INDIANA

AUTOCAD FILE: 6175-2013 Pulaski Co Parcel Plat.dwg

JOB NUMBER  
0175-2013

SCALE:  
1"=200'

DRAYN B.  
A.K.M.

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Elkhart, Indiana 46514  
(574) 266-1010  
Fax: (574) 262-3040  
info@marbachpls.com  
www.marbachpls.com

SHEET 2 OF 2

DRAWING NO.  
L-33397

# NIPSCO EASEMENTS - PG 19

**CROSS-REFERENCE:** In accordance with Indiana Code § 32-23-2-5(a), the easement described below burdens the real estate acquired by Quit Claim Deed dated December 27, 2012, and recorded in the Office of the Recorder for Pulaski County, Indiana, as Document No. 20130036, on January 8, 2013.

## EASEMENT FOR ELECTRICAL LINES

EASEMENT # 40000-1127.00

KNOW ALL MEN, That Claire L. Connolly and Holly D. Sale, as Co-Trustees of the Claire L. Connolly 2012 Revocable Trust under a written agreement dated December 27, 2012 ("Grantor"), in consideration of the sum of one dollar (\$1.00) and other valuable considerations, in hand paid to the Grantor, hereby grants to Northern Indiana Public Service Company, an Indiana Corporation, and its successors and assigns ("Grantee"), this easement (this "Easement") which grants Grantee the right and authority, from time to time, the perpetual irrevocable right and easement to enter upon the Easement Area (as defined below) to construct, erect, install, repair, replace, renew, maintain, extend, enlarge, alter, operate, inspect, patrol, and remove towers, poles, string wires, cables, conductors, guy wires, and other necessary equipment upon and between such towers and poles, together with all equipment, fixtures, and appurtenances (the "NIPSCO Facilities"); together with all the rights and privileges necessary or convenient for the transmission, distribution and delivery of electricity to the general public to be used for light, heat, power and other purposes as well as, including the right of ingress and egress to and from the Easement Area (as defined below) over adjoining lands of Grantor; and the right to survey, trim, cut down and remove or control by herbicides, now existing or future occurring vegetation, any overhanging branches or undergrowth, or any trees of such height which may, in the sole judgment of Grantee, endanger the safety of, or interfere with the use or enjoyment of, any of the NIPSCO Facilities, structures or equipment which interfere with the operation of the NIPSCO Facilities, within, along and over that certain strip of land or right-of-way situated in the County of Pulaski, State of Indiana, as further described on Exhibit A attached hereto and incorporated herein (the "Easement Area"), and from the adjoining lands of Grantor. Grantee shall also be permitted to use the fiber optic located within the static within the NIPSCO



# NIPSCO EASEMENTS - PG 20

Facilities for internal communication purposes provided that Grantee does not authorize third parties to utilize the NIPSCO Facilities for third party communication purposes.

Grantor shall have the right to fully use and enjoy the Easement Area except for such use as may interfere with the exercise by Grantee of the rights granted in this Easement. Grantor shall not construct or permit the construction or use of any building, house, structure, equipment or obstruction of any kind on or over the Easement Area that would interfere with the safe construction, maintenance, or operation of any NIPSCO Facilities.

Grantor further agrees that it will not permit, suffer or cause to be carried out any excavation, change of grade, or water impoundment on or about the Easement Area without the prior written consent of Grantee. It is agreed that the NIPSCO Facilities and each and every part thereof, whether fixed to the realty or not, shall be and remain the property of the Grantee.

Any damages to the crops, tile or fences of the Grantor within the Easement Area, or on lands of the Grantor adjoining the Easement Area, done by the Grantee in the construction, erection, installation, repair, replacement or renewal of the NIPSCO Facilities shall be promptly paid by the Grantee. Patrolling the Easement Area and NIPSCO Facilities on foot shall not constitute grounds for a claim for crop damage.

With regard to the Easement Area, Grantor represents, to the best of its knowledge, that neither the Easement Area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Easement Area for Grantee's intended use.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath, on or along the Easement Area.

Grantee shall indemnify, hold harmless and defend Grantor for any claims, damages, losses, fines, penalties, costs and expenses, (other than consequential damages), suffered by Grantor which

# NIPSCO EASEMENTS - PG 21

directly result solely from the negligence of the Grantee or its representatives and contractors along the Easement Area.

The Grantor hereby covenants to be the owner in fee simple of the Easement Area, lawfully seized thereof, with good right to grant and convey this Easement herein, and guarantees the quiet possession thereof, and that the Grantor will warrant and defend the title to the Easement Area against all lawful claims.

The rights granted in this Easement may be assigned in whole or in part. This Easement is to be binding on the heirs, executors, administrators, grantees and assigns of the Grantor, and upon the Grantee, its successors and assigns.

# NIPSCO EASEMENTS - PG 22

## Exhibit A

### **Legal Description of the Easement Area**

# NIPSCO EASEMENTS - PG 23

## EXHIBIT "A"

### EASEMENT DESCRIPTION

A strip of land in Section 12, Township 30 North, Range 3 West, Jefferson Township, Pulaski County, State of Indiana, and being that part of the Grantor's land lying within the easement lines depicted on the attached Easement Parcel Plat marked Exhibit "B" described as follows:

A strip of land in the Southwest Quarter (SW 1/4) of said Section 12, said strip of land being 200 feet wide and lying 100 feet each side of centerline and said centerline produced, said centerline being described as follows:

Beginning at a point on the Grantor's South line marked by Point "598" designated on said Plat, said point being South 89°26'49" West a distance of 698.22 feet and South 0°36'41" West a distance of 85.91 feet from Point "10752" designated on said Plat; thence North 23°26'46" East a distance of 701.55 feet to Point "599" designated on said Plat; thence North 19°53'52" East a distance of 368.35 feet to Point "600" designated on said Plat; thence North 34°32'52" West a distance of 404.86 feet to a point on the Grantor's North line marked by Point "601" designated on said Plat, said Point being South 89°11'56" West a distance of 536.37 feet from Point "10753" designated on said Plat.

Containing 6.771 acres of land.

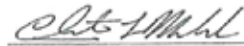
STATE ID: 66-06-12-300-010.000-008

### SURVEYOR'S STATEMENT

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT, TOGETHER WITH THE "LOCATION CONTROL SURVEY" RECORDED IN DOCUMENT NO. 20140404 IN THE OFFICE OF THE RECORDER OF PULASKI COUNTY, INDIANA, (INCORPORATED AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12 ("RULE 12").

THIS PLAT WAS PREPARED USING INFORMATION OBTAINED FROM THE COUNTY RECORDS. IT DOES NOT REPRESENT A SURVEY OF THE OWNER'S PROPERTY. DIMENSIONS SHOWN ALONG THE EXISTING PROPERTY LINES ARE TAKEN FROM THE LISTED RECORD DOCUMENTS.

IT IS INTENDED THAT THE MONUMENTS AND COORDINATE VALUES SHOWN ON THESE EXHIBITS AND THE SAID "LOCATION CONTROL SURVEY" BE USED AS THE BASIS FOR LOCATING THE EASEMENT LINES SHOWN HEREON.



CHRISTIAN F. MARBACH PLS #880002



EASEMENT PARCEL PLAT  
FOR NIPSCO PARCEL 40000-1127.00  
PART OF THE SW 1/4, SEC 12, T30N, R3W,  
JEFFERSON TOWNSHIP, PULASKI COUNTY  
INDIANA

AUTOCAD FILE: 0175-2013 Petrol Co Parcel Plat.dwg

JOB NUMBER  
0175-2013

SCALE  
NONE

DRAWN BY  
A.K.M.

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SHEET 1 OF 2

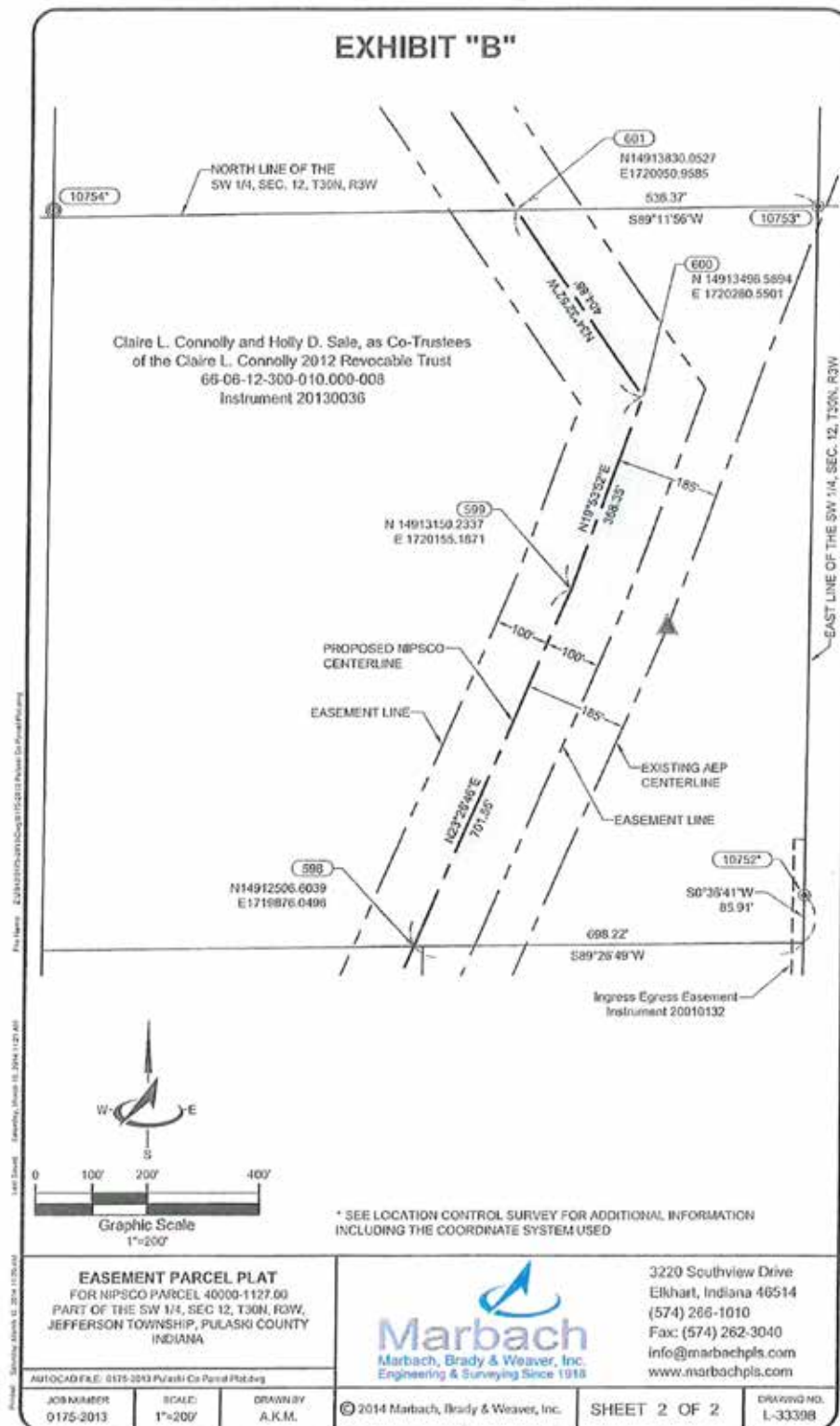
DRAWING NO.  
L-33398

  
**Marbach**  
Marbach, Brady & Weaver, Inc.  
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Elkhart, Indiana 46514  
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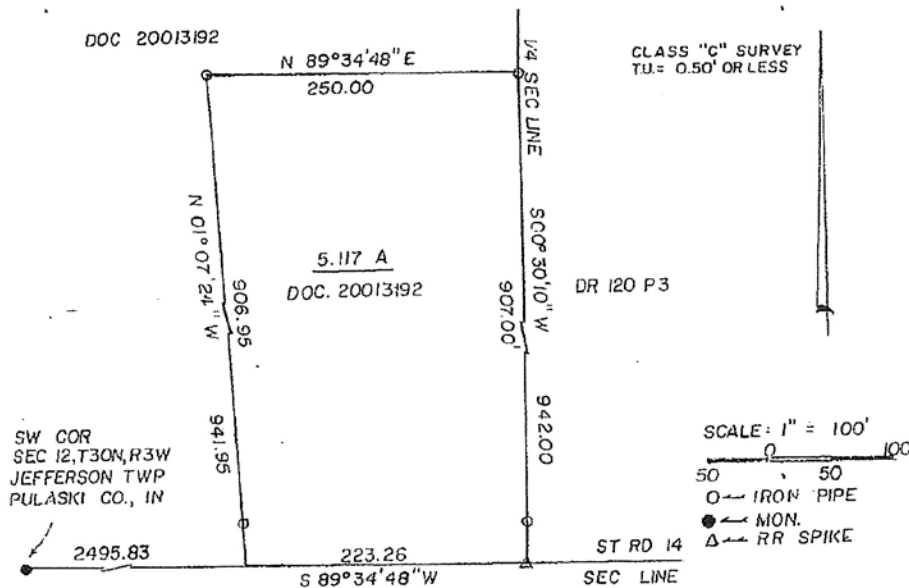


# NIPSCO EASEMENTS - PG 24



# UPDATED NIPSCO TOWER LOCATION MAP





May 25, 2006

Survey requested by Gary Olson  
Owner: James Connolly

That part of the Southeast Quarter of the Southwest Quarter of Section 12, Township 30 North, Range 3 West in Jefferson Township, Pulaski County, Indiana described by:

Commencing at a monument found at the Southwest corner of said Section 12; thence North 89 degrees 34 minutes 48 seconds East (Indiana State Plane Coordinate System) along SR14 and the section line 2,495.83 feet to the point of beginning;

thence North 01 degree 07 minutes 24 seconds West 941.95 feet to a capped with JLM I.D. 1/2 inch iron pipe (I.P.) set, passing through an I.P. set at 35.00 feet; thence North 89 degrees 34 minutes 48 seconds East 250.00 feet to an I.P. set; thence South 00 degrees 30 minutes 10 seconds West 942.00 feet, passing through an I.P. set at 907.00 feet; thence South 89 degrees 34 minutes 48 seconds West along SR14 and the section line 223.26 feet to the point of beginning, containing 5.117 acres, more or less.

The above described parcel being subject to right-of-way for SR14 and all easements of record pertaining to this parcel.

I, James L. Milligan, do hereby certify that I am an Indiana Registered Land Surveyor and that this plat and description is representative of a survey completed by me on May 24, 2006.



*James L. Milligan*  
This instrument prepared by:  
James L. Milligan, Registered Land Surveyor #80040108  
204B North Main Street, Monticello, Indiana 47960  
Phone: 574-583-3087

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY,  
THAT I HAVE TAKEN REASONABLE CARE TO REDACT  
EACH SOCIAL SECURITY NUMBER IN THIS  
DOCUMENT, UNLESS REQUIRED BY LAW."

NAME *Julie Sanford*

LYNETTE WILDER  
PULASKI COUNTY RECORDER  
LAW Date 09/18/2005 Time 132128  
FEE: 16.00  
I 20061926 PS 15/54







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# CONSERVATION RESERVE PLAN CONTRACT

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# CONSERVATION RESERVE PLAN CONTRACT - PG 1

This form is available electronically.

AD-1026  
(06-30-14)

(See Page 2 for Privacy Act and Paperwork Reduction Act Statements)

U.S. DEPARTMENT OF AGRICULTURE  
Farm Service Agency

## HIGHLY ERODIBLE LAND CONSERVATION (HELC) AND WETLAND CONSERVATION (WC) CERTIFICATION

### PART A - BASIC INFORMATION

1. Name of Producer Claire L Connolly 2012 Revocable Trust	2. Tax Identification Number (Last 4 digits)	3. Crop Year 2014
4. Names of affiliated persons with farming interests (Use Part D if additional space is needed. Enter "None," if applicable). Note: See the AD-1026 Appendix for an explanation of affiliated persons. None		
5. Check this box if the statement applies; otherwise continue to Part B. <input type="checkbox"/> Neither the producer in Part A, nor any affiliated person, has an interest in land that produces or could produce an agricultural commodity. Note: If this box is checked, go to Part C and sign and date.		

### PART B - HELC/WC COMPLIANCE QUESTIONS

Note: A "YES" answer authorizes FSA to refer this AD-1026 to NRCS. Producer must provide additional information in Part D. If "YES" is checked to Item 2C, NRCS does not have to conduct a certified wetland determination.	YES	NO
1. During the crop year entered in Part A, or the term of a requested USDA loan, did or will the producer in Part A plant or produce an agricultural commodity on land for which an HEL determination has not been made?		x
2. Has anyone performed (since December 23, 1985), or will anyone perform any activities to: A. Create new drainage systems, or conduct land leveling, filling, dredging, land clearing, excavation, or stump removal that has NOT been evaluated by NRCS? If "YES", indicate the year(s): _____ B. Improve or modify an existing drainage system that has NOT been evaluated by NRCS? If "YES", indicate the year(s): _____ C. Maintain an existing drainage system that has NOT been evaluated by NRCS? If "YES", indicate the year(s): _____ Note: Maintenance is the repair, rehabilitation, or replacement of the capacity of existing drainage systems to allow for the continued use of wetlands currently in agricultural production and the continued management of other areas as they were used before December 23, 1985. This allows a person to reconstruct or maintain the capacity of the original system or install a replacement system that is more durable or will realize lower maintenance or costs.		x
3. Check one or both boxes, if applicable; otherwise, continue to Part C. A. <input type="checkbox"/> Check this box only if the producer in Part A has FCIC reinsured crop insurance and filing this form represents the <u>first time</u> the producer in Part A, including any affiliated person, has been subject to HELC and WC provisions. B. <input type="checkbox"/> Check this box if either of the following applies to the producer and crop year entered in Part A: • Is a tenant on a farm that is/will not be in compliance with HELC and WC provisions because the landlord refuses to allow compliance, but all other farms not associated with that landlord are in compliance. (AD-1026B, Tenant Exemption Request, must be completed). • Is a landlord of a farm that is/will not be in compliance with HELC and WC provisions because of a violation by the tenant on that farm, but all other farms not associated with that tenant are in compliance. (AD-1026C, Landlord or Landowner Exemption Request, must be completed).		

### PART C - CERTIFICATION OF COMPLIANCE

I have read the AD-1026 Appendix and understand and agree to the terms and conditions therein on all land in which I (or the producer in Part A if different) and any affiliated person have or will have an interest. I understand that eligibility for certain USDA program benefits is contingent upon this certification of compliance with HELC and WC provisions and I am responsible for any non-compliance. I understand and agree that this certification of compliance is considered continuous and will remain in effect unless revoked or a violation is determined. I further understand and agree that:

- all applicable payments must be refunded if a determination of ineligibility is made for a violation of HELC or WC provisions.
- a revised Form AD-1026 must be filed if there are any operation changes or activities that may affect compliance with the HELC and WC provisions. I understand that failure to revise Form AD-1026 for such changes may result in ineligibility for certain USDA program benefits or other consequences.
- affiliated persons are also subject to compliance with HELC and WC provisions and their failure to comply or file Form AD-1026 will result in loss of eligibility for applicable benefits to any individuals or entities with whom they are considered affiliated.

#### Producer's Certification:

I hereby certify that the information on this form is true and correct to the best of my knowledge, and I authorize NRCS to make an HELC/WC and/or certified wetland determination on the field, tract, or farm numbers listed in Part D.

1A. Producer's Signature (By) X <u>Claire L Connolly</u> X <u>Holly D. Spivey</u>	1B. Title/Relationship (If Signing in Representative Capacity) CO-TRUSTEE CO-TRUSTEE	1C. Date (MM-DD-YYYY) 09-22-2014
FOR FSA USE ONLY (for referral to NRCS) Sign and date if NRCS determination is needed.	2A. Signature of FSA Representative	2B. Date (MM-DD-YYYY)

# CONSERVATION RESERVE PLAN CONTRACT - PG 2

## CERTIFICATION OF PARTICIPANTS

By Claire L Connolly 09-22-2014  
Co-Trustee  
CLAIRE L CONNOLLY 2012 RE DATE

By Helen D. S. [Signature] 09-22-2014  
Co-Trustee  
CLAIRE L CONNOLLY 2012 RE DATE

## CERTIFICATION OF:

DISTRICT CONSERVATIONIST  
Celia Tharp Sept 15, 2014  
CELIA THARP DATE

CONSERVATION DISTRICT  
PULASKI COUNTY SOIL & WAT DATE

## PUBLIC BURDEN STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0578-0013. The time required to complete this information collection is estimated to average 45/0.75 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection information.

## PRIVACY ACT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

## USDA NON-DISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers. If you believe you experienced discrimination when obtaining services from USDA, participating in a USDA program, or participating in a program that receives financial assistance from USDA, you may file a complaint with USDA. Information about how to file a discrimination complaint is available from the Office of the Assistant Secretary for Civil Rights. USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex (including gender identity and expression), marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, complete, sign, and mail a program discrimination complaint form, available at any USDA office location or online at [www.ascr.usda.gov](http://www.ascr.usda.gov), or write to:

USDA Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW.  
Washington, DC 20250-9410

Or call toll free at (866) 632-9992 (voice) to obtain additional information, the appropriate office or to request documents. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay service at (800) 877-8339 or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider, employer, and lender. Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).



# CONSERVATION RESERVE PLAN CONTRACT - PG 3

This form is available electronically.

<b>CRP-1</b> (07-23-10) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation <b>CONSERVATION RESERVE PROGRAM CONTRACT</b>		1. ST. & CO. CODE & ADMIN. LOCATION 18131	2. SIGN-UP NUMBER 46
NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.		3. CONTRACT NUMBER	4. ACRES FOR ENROLLMENT 23.52
7. COUNTY OFFICE ADDRESS (Include Zip Code): PULASKI COUNTY FARM SERVICE AGENCY 309 N WEST ST WINAMAC, IN 46996-1262		5. FARM NUMBER 0000903	6. TRACT NUMBER(S) 0001036
8. OFFER (Select one) GENERAL <input type="checkbox"/> FROM: (MM-DD-YYYY) ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/> TO: (MM-DD-YYYY)		9. CONTRACT PERIOD FROM: 10-01-2014 TO: 09-30-2024	
TELEPHONE NUMBER (Include Area Code): (574)946-3243			

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1, CRP-1 Appendix and any addendum thereto, CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.

10A. Rental Rate Per Acre \$224.29	11. Identification of CRP Land (See Page 2 for additional space)																				
B. Annual Contract Payment \$5275	<table border="1"> <thead> <tr> <th>A. Tract No.</th> <th>B. Field No.</th> <th>C. Practice No.</th> <th>D. Acres</th> <th>E. Total Estimated Cost-Share</th> </tr> </thead> <tbody> <tr> <td>0001036</td> <td>0028</td> <td>CP21</td> <td>3.32</td> <td>\$0.00</td> </tr> <tr> <td>0001036</td> <td>0036</td> <td>CP21</td> <td>10.13</td> <td>\$0.00</td> </tr> <tr> <td>0001036</td> <td>0037</td> <td>CP21</td> <td>4.97</td> <td>\$0.00</td> </tr> </tbody> </table>	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share	0001036	0028	CP21	3.32	\$0.00	0001036	0036	CP21	10.13	\$0.00	0001036	0037	CP21	4.97	\$0.00
A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share																	
0001036	0028	CP21	3.32	\$0.00																	
0001036	0036	CP21	10.13	\$0.00																	
0001036	0037	CP21	4.97	\$0.00																	
C. First Year Payment <del>\$5275</del>																					
(Item 10C applicable only to continuous signup when the first year payment is prorated.)																					

<b>12. PARTICIPANTS</b>			
A(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code): CLAIRE L CONNOLLY 2012 REVOCABLE TRUST 1180 W 500 N HUNTINGTON, IN 46750-1661	(2) SHARE 100.00 %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE <i>C. Connolly</i> DATE (MM-DD-YYYY) 09-22-2014 (If more than three individuals are signing, continue on attachment.)	
B(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code): N/A	(2) SHARE %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE <i>Holly D. Sale</i> DATE (MM-DD-YYYY) 09-22-2014 (If more than three individuals are signing, continue on attachment.)	
C(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code): N/A	(2) SHARE %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE DATE (MM-DD-YYYY) (If more than three individuals are signing, continue on attachment.)	
(If more than three individuals are signing, continue on attachment.)			
13. CCC USE ONLY - Payments according to the shares are approved.		A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)

**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law Enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

☒ Original - County Office Copy

☐ Owner's Copy

☐ Operator's Copy



# CONSERVATION RESERVE PLAN CONTRACT - PG 4

This form is available electronically.

See Page 2 for Privacy Act Statement.

<b>CRP-2C</b> (07-16-12)		<b>U.S. DEPARTMENT OF AGRICULTURE</b> Farm Service Agency		1. TRACT NUMBER 0001036		2. PROGRAM YEAR 2015	
<b>CONSERVATION RESERVE PROGRAM WORKSHEET</b> (For Continuous Signup)				3A. SIGN UP NUMBER 46		3B. EFFECTIVE DATE (MM-DD-YYYY)	
<small>NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection estimated to average 5 minutes per response, including the time for reviewing the instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</small>				5A. STATE & COUNTY CODE ADMIN. LOCATION 18131		5B. STATE & COUNTY CODE PHYSICAL LOCATION 18131	
4A. FARM NUMBER 0000903		4B. NAME AND ADDRESS OF PRODUCER (Zip Code): CLAIRE L CONNOLLY 2012 REVOCABLE TRUST 1180 W 500 N HUNTINGTON, IN 46750-1661  TELEPHONE NUMBER (Include Area Code): (260)494-8640		6. CONTRACT NUMBER		7. ACRES FOR ENROLLMENT 23.52	
4C. COUNTY FSA OFFICE ADDRESS (Zip Code): PULASKI COUNTY FARM SERVICE AGENCY 309 N WEST ST WINAMAC, IN 46996-1262		4D. COUNTY FSA OFFICE TELEPHONE NO. (Include Area Code): (574)946-3243		8. IS COST-SHARE REQUESTED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		9. RENTAL RATE PER ACRE OFFERED \$224.29	
				10. SIGNUP TYPE CONTINUOUS <input checked="" type="checkbox"/> CREP <input type="checkbox"/> FWP <input type="checkbox"/>			
11. PRACTICES				12. HUC Number: 051201060903			
A. Practices	B. Acres	C. Estimated Total C/S	D. Length	13. LAND ELIGIBILITY CATEGORY BY ACRES: (Enter the amount eligible for each criteria)			
CP21	3.32	0.00	10	Marginal Pasture Land		0.0	
CP21	10.13	0.00	10	CREP Acres		0.0	
CP21	4.97	0.00	10	Wellhead Protection Acres		0.0	
CP21	2.0	0.00	10	Expiring CRP		23.52	
CP21	3.1	0.00	10	Infeasible to Farm		0.0	
				Other Cropland		23.52	
				HEL EI ≥ 20		0.0	
14. Soil Map Data Maximum Payment Rate Calculations:							
	A. Physical Location	B. Soil Survey ID No.	C. Map Unit Symbol	D. Acres	E. Soil Rental Rate	F. Total Rent	
(1)Primary	18131	IN131	MhaA	22.77	x \$189.00	= \$4303.53	
(2)Secondary	18131	IN131	OacB	0.43	x \$117.00	= \$50.31	
(3)Tertiary	18131	IN131	BstB	0.25	x \$117.00	= \$29.25	
<b>TOTALS</b>				23.45		\$4383.09	
15. Weighted Average Soil Rental Rate (Col. 14F total divided by Col. 14D total) \$186.91				16. Total Incentive (if applicable) (Item 15 times 14D times applicable incentive percentage) \$876.62			
17. Soil Map Data and Maximum Payment Rate Calculations. For Infeasible to farm Acreage:							
	A. Physical Location	B. Soil Survey ID No.	C. Map Unit Symbol	D. Acres	E. Soil Rental Rate	F. Total Rent	
(1)Primary				0.00	x \$0.00	= \$0.00	
(2)Secondary				0.00	x \$0.00	= \$0.00	
(3)Tertiary				0.00	x \$0.00	= \$0.00	
<b>TOTALS</b>				0.00		\$0.00	
18. Weighted Average Soil Rental Rate Plus Total Incentive (14F + 16 + 17F) divided by (14D + 17D) \$224.29				<b>CONTRACT TOTALS</b>			
				19. Weighted Average Maintenance Rate for Contract \$0.00		20. Maximum Payment Rate (Item 18 + Item 19) \$224.29	

☒ ORIGINAL-COUNTY FSA OFFICE COPY

☐ FSA PENDING COPY

# CONSERVATION RESERVE PLAN CONTRACT - PG 5

CRP-2C (07-23-10) (Page 2)

21. Tract No.	22. Current Field No.	23. Current Crop or Land Use	A. Offered Acres	B. Crop History Eligible Acres	C. 2008	D. 2009	E. 2010	F. 2011	G. 2012	H. 2013	I.
0001036	0028	CRP	3.32	3.32	CRP	CRP	CRP	CRP	CRP	CRP	
0001036	0036	CRP	10.13	10.13	CRP	CRP	CRP	CRP	CRP	CRP	
0001036	0037	CRP	4.97	4.97	CRP	CRP	CRP	CRP	CRP	CRP	
0001036	0039	CRP	2.0	2.0	CRP	CRP	CRP	CRP	CRP	CRP	
0001036	0041	CRP	3.1	3.1	CRP	CRP	CRP	CRP	CRP	CRP	
25. TOTALS ==>			23.52	23.52							

## 26. PRODUCER'S CERTIFICATION:

By Signing below I certify to all of the following: (1) I have been informed of the estimated cost of establishing the cover offered. (2) I have been informed that declining cost share assistance to establish the cover offered and/or offering a per acre rental payment less than the calculated annual maximum payment rate may enhance the acceptability of the offer. (3) I have been informed that if I decline cost share assistance I will be ineligible for cost share assistance. (4) I have been informed that I may be required to pay for a measurement service on the acreage offered before such acreage may be enrolled in the CRP. (5) to the best of my knowledge and belief the acreage of crops and land listed herein, if applicable, are true and correct and (6) the signing of this form gives USDA representatives authorization to enter and measure crops and land uses and for other purposes on the above identified land.

**SIGN  
HERE**



I understand that an inaccurate certification could result in a payment reduction or loss of program benefits.

27A. PRODUCER'S SIGNATURE	27B. DATE (MM-DD-YYYY)
By <u>CLARE L CONNOLLY 2012 AT</u>	09-22-2014
By <u>Heley D. Spie</u>	09-22-2014

**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue code (26 USC 6109). The information requested is necessary for FSC to consider and process the offer to enter into a Conservation Reserve Program contract, to assist in determining eligibility and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law Enforcement Agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714n; and 31 USC 3229, may be applicable to the information provided.

RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital and family status. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audio tapes etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.



# CONSERVATION RESERVE PLAN CONTRACT - PG 6

CCC-902 (3/28/2014)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	Date Submitted:	Version Number: 1
<b>FARM OPERATING PLAN FOR PAYMENT ELIGIBILITY 2009 and Subsequent Program Years</b>		<b>Program Year</b>  2014	

For "actively engaged in farming" and other payment eligibility and limitation determinations.

This form is to be completed by, or on behalf of, the individual or legal entity identified in Part A that is seeking benefits from the Farm Service Agency (FSA) under one or more programs that are subject to the regulations at 7 CFR Part 1400. This form collects farming and other information about the individual or legal entity that receives program benefits directly using the tax identification number identified in Part A. This form also collects information about the members of legal entities. Payment eligibility is based upon the contribution level of certain inputs to a farming operation such as land, capital, equipment, labor, and management. The information on this form will be used by FSA to determine payment eligibility and limitation of payments by direct attribution.

## Part A - General Farming Operation Information

<b>Producer's Name</b> CLAIRE L CONNOLLY 2012 REVOCABLE TRUST	<b>Tax ID Number and ID Type</b> (last 4 digits) 7264 S	<b>Business Type</b> Trust-Revocable
---------------------------------------------------------------------	------------------------------------------------------------	-----------------------------------------

Is the Farming operation seeking benefits for any program requiring an "actively engaged in farming" determination? No

Was the farming operation formed within the past 24 months?

When was the farming operation formed?

(Month, Day, Year)  
/ /

Has a copy of the trust agreement been provided?

**Part B - Capital Information** Note: Do not include capital contributed by *members* of general partnerships or joint ventures.  
(applicable for all business types)

Does the producer provide capital to this farming operation?

**Part C - Land Information** (applicable for all business types)

Does the producer contribute land to the farming operation?

**Part D - Custom Services** (applicable for all business types)

Will custom services, such as harvesting, spraying, fertilization, tillage, seeding, etc., be utilized for this farming operation?

**Part E - Equipment Information** Note: Do not include equipment contributed by *members* of general partnerships or joint ventures.  
(applicable for all business types)

Does the producer provide equipment to this farming operation?

**Part F - Labor Information** (applicable for all business types)

Does the producer provide labor to this farming operation?

**Part G - Management Information** (applicable for all business types)

Does the producer provide management to this farming operation?

## Part J - Remarks

902 filed for CRP enrollment purposes only.

**Part K - Certification** (applicable for individuals and entities)

I certify that all the information entered on this document and any supporting documentation is true and correct. I understand furnishing incorrect information will result in forfeiture of payments and may result in the assessment of a penalty. I will timely provide written notification to the Farm Service Agency Committees of any changes in this farming operation. By signing this form, I acknowledge that:

- all supporting documentation has been submitted as required
- I have read and understand all definitions and requirements
- the information contained on this form will be considered in effect continuously unless changes or revisions are submitted.
- it is my responsibility to timely notify FSA in writing of any changes in the farming, ranching or forestry operation, or financial status that may affect these representations.
- evidence such as tax records, certified public accountant's certification, or other documentation may be required to validate these representations and that I will take all necessary actions to provide such materials to FSA if requested.

<b>Signature of Producer (by)</b> <i>Claire L Connolly</i>	<b>Title/Relationship of the Individual Signing in Representative Capacity</b> Co-Trustee	<b>Date (MM-DD-YYYY)</b> 09-22-2014
---------------------------------------------------------------	----------------------------------------------------------------------------------------------	----------------------------------------

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1400, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (Pub. L. 99-198 - as amended), the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to identify the farm operating plan data needed to determine eligibility for program benefits.

The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for program benefits.

This information collection is exempted from the Paperwork Reduction Act as specified in the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246, Title 1, Subtitle F, Administration) and the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

*Helen D. Sale*

*Co-Trustee*

*09-22-2014*





U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE			CONSERVATION PLAN OR SCHEDULE OF OPERATIONS		NFOS-CFA-1155
PARTICIPANT	COUNTY AND STATE	PROGRAM AND CONTRACT NUMBER		FUND CODE	
CLAIRE L CONNOLLY 2012 REVOCABLE TRUST	PULASKI		CRP		
LAND UNITS OR LEGAL DESCRIPTION	WATERSHED	ACRES	EXPIRATION DATE		
Tract: 1036 Fields: 28, 36, 37, 39, 41		23.5	9/30/2024		

**General CRP COVER MAINTENANCE**  
CRP cover must be maintained in a manner consistent with CRP policy and the Field Office Technical Guide. Mowing for cosmetic purposes or generic weed control is prohibited.

## General CRP COVER MAINTENANCE

## Operation and Maintenance

Prior to a Final Status Review (or up to 3 years after planting), control undesirable species/prests as needed to ensure the planted vegetation becomes established. Once a Final Status Review is issued, or up to 3 years after planting if no Final Status Review is issued, maintain the CRP cover as follows and according to the Conservation Plan.

After the Final Status Review (or a maximum of 3 years after planting), maintain the planting according to your CRP conservation plan. Maintenance activities are allowed only if necessary to maintain stand health or diversity, or to control pests that may damage CRP cover or adjacent lands. Noxious weeds, such as Canada thistle and Johnsongrass, must be controlled. Additional information can be found in the latest *Weed Control Guide for Ohio and Indiana*.

Mowing for generic weed control or for cosmetic purposes is strictly prohibited.

Maintenance activities, such as herbicide applications, mowing, prescribed burning, etc. are NOT allowed from April 1 through August 1 to protect ground-nesting wildlife during the primary nesting and brood-rearing season. If maintenance activities are needed at times other than these, the FSA County Committee must approve the maintenance activity prior to the activity occurring. Maintenance activities should be conducted on a "spot" basis only.

## Haying / Grazing

CRP managed haygrazing is an option for interested participants. It is allowed only on authorized CP practices (CP1, CP2, CP4B, and CP4D) and requires prior approval by the FSA County Committee and a modified Conservation Plan and/or IN CRP Grazing Plan.

The contract area cannot be used for field roads or other uses that damage or destroy the cover

<b>SIGN HERE</b>						Total Cost-Share or Payment by	<b>Contract Payment</b>
Year	2014					\$780	
Amount(s)	0					\$80	0

NOTES: A. All items numbers on form NRCS-CPA-1155 must be carried out as part of this contract to prevent violation.

B. When established, the conservation practices identified by the numbered items must be maintained by the participant at no cost to the government.

C. All cost share rates are based on average cost (ACC) with the following exceptions:

AA = Actual costs not to exceed average cost. PR = Payment rate. NC = Non cost-shared. AM = Actual cost not to exceed the specified maximum

AA = Actual costs not to exceed average cost. PR = Payment rate. NC = Non cost-shared. AM = Actual cost not to exceed the specified maximum

D. By signing, the participant acknowledges receipt of this conservation plan including this form NRCS-CPA-1155 and agrees to comply with the terms and conditions here of.

Certification of Participants	
Signature <i>Maureen D. Connolly</i> Date <i>09-22-2014</i>	Signature <i>William D. Sade</i> Date <i>09-22-2014</i>
CLAIRE L. CONNOLLY 2012 REVOCABLE TRUST	CLAIRE L. CONNOLLY 2012 REVOCABLE TRUST

### Signatures of Reviewing Officials



This form is available electronically.  
**CRP-1 (Appendix)**  
(05-07-13)

See CRP-1 for Privacy Act and  
Paperwork Reduction Act Statements.

U. S. DEPARTMENT OF AGRICULTURE  
Commodity Credit Corporation

## APPENDIX TO FORM CRP-1, CONSERVATION RESERVE PROGRAM CONTRACT

NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

### 1. DEFINITIONS

The following definitions are applicable to the Conservation Reserve Program (CRP) Contract:

- A. CRP contract or CRP-1 means the program documents including form CRP-1, the applicable contract appendix, conservation plan and the terms of any required easement, if applicable, entered into between CCC and the participant. Such contract shall set forth the terms and conditions for participation in the CRP and receipt of CRP payments.
- B. Current agricultural market value for offer evaluation purposes means the amount in dollars per acre as determined by CCC to be the adjusted price at which the land placed in the CRP could be rented based on the average cash rental rate, or equivalent, per acre, and which is paid for dryland cropland at the time at which this contract is signed by the participant.
- C. Vegetative cover means perennial or permanent grasses, legumes, forbs, and shrubs with a life span of 10 years or more, or trees.
- D. All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the regulations governing the Conservation Reserve Program which are found at 7 CFR Part 1410.

### 2. ELIGIBILITY REQUIREMENTS FOR CONSERVATION RESERVE PROGRAM

- A. By signing the CRP contract, the participant, except in the case of persons qualifying solely as a tenant, certifies that such participant will control the land subject to the contract for the contract period and, if applicable, any easement period and shall, upon demand, provide evidence to CCC demonstrating that such participant will control the land for that period.
- B. Land otherwise eligible for the CRP shall not be eligible, except as agreed otherwise, in writing, by CCC, if the land is subject to a deed or other restriction prohibiting the production of agricultural commodities or where a benefit has or will be obtained from a Federal agency in return for the participant's agreement not to produce such commodities on the land during the same time as the land would be enrolled in the CRP. By offering land for enrollment, the participant certifies as a condition for payment that no such restrictions apply to such land.

### 3. RESTRICTIONS ON PAYMENTS TO FOREIGN PERSONS

- A. Any person who enters into this CRP contract or participates in such contract at any time who is not a citizen of the United States or an alien lawfully admitted into the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. 1101 et. seq.) shall be ineligible to receive annual rental payments under this contract unless such person meets the requirements of 7 CFR Part 1400 which shall be applicable to this contract.
- B. Persons succeeding to a CRP contract subject to a reduction in payment under this paragraph 3 for any preceding party shall not be eligible for payments during the contract period greater than those that could have been received by such preceding party.

Keep



**B. CCC agrees, subject to the availability of funds:**

- (1) To share the cost with owners and operators of establishing an eligible practice, or an identified unit thereof, agreed to in the Conservation Plan as described herein, except that, in no case may the share of CCC exceed an amount equal to 50 percent of the price at which the land placed in the CRP could be sold for use as farmland at the time at which this contract is signed by the participant, unless the CCC otherwise approves such amount, provided further, that such approval must specifically reference the particular land placed in the CRP under this contract;
- (2) To pay the agreed-upon annual rental payment, including any incentive payment, based upon the shares to which the parties have agreed as set forth on Form CRP-1 for a period of years not in excess of the contract period;
- (3) To pay to the participant, to the extent required by CCC regulations, an interest penalty on cost- share payments, incentive payments, and all annual rental payments not made by the date, as determined by CCC, that the payment is due;
- (4) To make annual rental payments after October 1 of each year of the contract period.

**5. CONSERVATION PLAN**

**A. Subject to the approval of CCC, the Conservation Plan will include some or all of the following information and requirements:**

- (1) The vegetative or water cover to be established on the CRP land;
- (2) A tree planting plan, developed in cooperation with the Forest Service, if trees are to be established as the vegetative cover on the CRP land;
- (3) A schedule of completion dates for establishment of the cover on the CRP land;
- (4) The level of environmental benefits which must be attained on the CRP land;
- (5) Any other practices required for the establishment or maintenance of the cover on the CRP land including weed, insect, pest, and other controls of undesirable species, and such maintenance as necessary to avoid an adverse impact on surrounding land as determined appropriate by CCC, taking into consideration the needs of water quality, wildlife concerns, and other factors.
- (6) The acreage will not be disturbed during the primary nesting season for wildlife as determined by CCC.
- (7) Management activities authorized by paragraph 6.

**B. By signing the Conservation Plan, the participant agrees to implement the practices specified in such Conservation Plan on the CRP land even if such practices differ from those listed on Form CRP-1.**

**6. MANAGEMENT ACTIVITIES**

Subject to the approval of CCC, the Conservation Plan may include managed grazing or harvesting of the cover on the CRP land, including biomass, as necessary to avoid an adverse impact on surrounding land, as determined appropriate by CCC, taking into consideration the needs of the vegetative cover, wildlife concerns, and other factors. Managed grazing or harvesting may be conditioned on a reduction in CRP payments otherwise payable under this contract, as determined by CCC.



- C. The removal of an operator or tenant from the agreement shall not release the operator or tenant from liabilities for actions arising before such removal.

## 9. ERRONEOUS REPRESENTATION AND SCHEME AND DEVICE

- A. A participant who is determined to have erroneously represented any fact affecting a determination with respect to this CRP contract and the regulations applicable to this CRP contract, adopted any scheme or device which tends to defeat the purposes of this CRP contract, or made any fraudulent representation with respect to this contract will not be entitled to payments or any other benefits made in accordance with this CRP contract and the participant must refund to CCC all payments received by such participant, plus interest and liquidated damages thereon, with respect to the CRP contract. Such liquidated damages will be determined in accordance with paragraph 10 of this Appendix.
- B. Unless CCC regulations provide otherwise, refunds determined to be due and owing to CCC in accordance with this CRP contract will bear interest at the rate which CCC was required to pay for its borrowings from the United States Treasury on the date of the disbursement by CCC of the monies to be refunded. Interest will accrue from the date of such disbursement by CCC.
- C. The remedies provided under paragraph 9A of this Appendix shall be applicable in addition to any remedies under criminal and civil fraud statutes, including 18 U.S.C. 268, 287, 371, 641, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729, or any other remedy available under law.

## 10. LIQUIDATED DAMAGES

It is mutually agreed that in the event the CRP contract is breached by the participant, the CCC will suffer substantial damages which may not be possible to quantify with certainty. Therefore, in addition to the refund of payments received plus interest due, for breach of contract prescribed in this contract, the participant agrees to pay an amount equal to the product obtained by multiplying: (1) 25 percent of the rental payment rate per acre on Form CRP-1 by, (2) the number of acres that are the subject of the CRP contract. Such amount shall be due as liquidated damages in addition to such other damages or amounts as may be due, and not as a penalty.

## 11. NOTIFICATION OF CHANGES TO TERMS AND CONDITIONS OF THE CONTRACT

CCC agrees that, if any changes of any terms and conditions of this CRP contract, including changes necessary to reconcile the practices listed on the CRP-1 to those specified in the conservation plan, become necessary prior to the date that this contract is approved on behalf of CCC, CCC will notify the persons signing the CRP-1 of such change and such person will be given 10 days from the date of notification in which to agree to the revised terms and conditions or to withdraw from the offer. The participant agrees to notify the CCC of an intention to withdraw from the offer within 10 days from the date of the issuance of such notice and further agrees that failure to notify the CCC will constitute agreement to the revised terms and conditions.

## 12. CORRECTIONS

CCC reserves the right to correct all errors arising from entering data or computations in the contract.

## 13. TERMINATION OF CONTRACT; JOINT LIABILITY

If a participant fails to carry out the terms and conditions of this CRP contract but CCC determines that such failure does not warrant termination of this CRP contract, CCC may require such participant to refund, with interest, payments received under this CRP contract, or require the participant to accept such adjustments in the subsequent payment as are determined to be appropriate by CCC. Participants that sign the CRP-1 with zero percent interest in the annual rental payment shall not be held responsible for contract compliance.

- E. The participant certifies that no person has, or will, obtain an interest in the property that would render the new owner or operator to be ineligible to succeed to the CRP contract under the provisions of this paragraph. The existence or acquisition of such an interest by another person shall be considered a breach of the contract for which the CCC may terminate the contract and enforce the remedies provided in this Appendix.
- F. If a participant transfers all or part of the right and interest in, or right to occupancy of, the CRP land and the new owner or operator does not become a successor to such contract within 60 days, or such other time as determined appropriate by CCC, of such transfer, such contract will be terminated with respect to the affected portion of such land and the original participant must:
- (1) Forfeit all rights to any future payments with respect to such acreage;
  - (2) Refund all or part of the payments made with respect to such contract plus interest thereon, as determined by CCC; and
  - (3) Pay liquidated damages to CCC as specified in paragraph 10 of this Appendix.

## 17. REGULATIONS TO PREVAIL

The regulations in 7 CFR Part 1410 for the CRP are incorporated herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.

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*If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider and employer.*

CRP-1 (Appendix) (05-07-13)

Page 7 of 7

E. The participant certifies that no person has, or will, obtain an interest in the property that would render the new owner or operator to be ineligible to succeed to the CRP contract under the provisions of this paragraph. The existence or acquisition of such an interest by another person shall be considered a breach of the contract for which the CCC may terminate the contract and enforce the remedies provided in this Appendix.

F. If a participant transfers all or part of the right and interest in, or right to occupancy of, the CRP land and the new owner or operator does not become a successor to such contract within 60 days, or such other time as determined appropriate by CCC, of such transfer, such contract will be terminated with respect to the affected portion of such land and the original participant must:

- (1) Forfeit all rights to any future payments with respect to such acreage;
- (2) Refund all or part of the payments made with respect to such contract plus interest thereon, as determined by CCC; and
- (3) Pay liquidated damages to CCC as specified in paragraph 10 of this Appendix.

## 17. REGULATIONS TO PREVAIL

The regulations in 7 CFR Part 1410 for the CRP are incorporated herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.

CLAIRE L CONNOLLY 2012  
REVOCABLE TRUST

By Claire L Connolly

9-22-14

By Healy D. Spill

9-22-14

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# TRUSTEES DEED OF EASEMENT

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# TRUSTEES DEED OF EASEMENT

20010132

RECEIVED FOR RECORD

JAN 17 2001

RECORDED 1127 P.M.  
JAN 17 2001  
RECORDS, PULASKI COUNTY, IND.

## TRUSTEES' DEED OF EASEMENT

Parcel No.

James T. Connolly and Claire L. Connolly, Trustees under the James T. Connolly and Claire L. Connolly Revocable Living Trust Dated August 27, 1998, hereby convey and warrant an easement for ingress and egress to adjoining property to Bradley J. Keller and Jennifer L. Keller, husband and wife, their successors and assigns, of Pulaski County, State of Indiana, an undivided one-third (1/3) interest and John C. Keller and Colleen K. Keller, husband and wife, their successors and assigns, of Pulaski County, State of Indiana, an undivided two-thirds (2/3) interest, the following described real estate in Pulaski County, State of Indiana, to-wit:

Twenty (20) feet Ingress - egress easement being located in the Southwest Quarter of Section 12, Township 30 North, Range 3 West, Jefferson Township, Pulaski County, Indiana, more particularly described as follows: Beginning at the Southeast corner of said Southwest Quarter; thence north 90°00'00" West (Bearing Assumed) on and along the South line of said quarter, a distance of 20.00 feet; thence North 00°55'46" East and parallel to the East line of said Southwest Quarter, a distance of 1,511.00 feet; thence South 89°04'12" East, to the intersection of the East line of said Quarter, a distance of 20.00 feet; thence South 00°55'46" West along said East line, to the point of beginning, a distance of 1,511.00 feet.

Return to Pulaski Co. 20010130 and 20010131

RECITAL: Grantors certify that the Revocable Living Trust is in full force and effect as of date of granting of this Easement.

IN WITNESS WHEREOF, the said James T. Connolly and Claire L. Connolly, Trustees under the James T. Connolly and Claire L. Connolly Revocable Living Trust, have hereunto set their hands and seals this 5<sup>th</sup> day of January, 2001.

James T. Connolly  
James T. Connolly, Trustee of the  
Revocable Living Trust of James T.  
Connolly and Claire L. Connolly

Claire L. Connolly  
Claire L. Connolly, Trustee of the  
Revocable Living Trust of James T.  
Connolly and Claire L. Connolly

# EASEMENT MAP - 20 FT INGRESS-EGRESS EASEMENT

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type notes here	Printed 11/04/2011
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General  
Payments  
Bills  
Deductions  
Assessments

### Owner and General Parcel Information

<b>Property Card</b>	<a href="#">Show Property Card</a>
<b>Tax History Data</b>	<a href="#">Show Tax History</a>
<b>Owner Name</b>	CONNOLLY, CHAIR - 2012 REVOCABLE TRUST BY TRUSTEES
<b>State Parcel Number</b>	66-06-12-300-014.000-000
<b>Parcel Number</b>	66-06-12-300-014.000-000
<b>Map Number</b>	
<b>Legal Description</b>	328 33010 NE 1/4 SEC 12, T84N
<b>Acreage</b>	3.184000
<b>Instrument Number</b>	2912066
<b>Book Number</b>	
<b>Page Number</b>	









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