

*Cover page for:*

**Revised/Updated  
Preliminary Title Insurance Schedules  
(with copies of recorded exceptions)**

*Preliminary title insurance schedules prepared by:*

**Trademark Title, Inc.**

**File Number: FWN-113284**

**Revised/Updated versions dated 4/28/2020**

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**Auction Tracts 1 & 2  
(Allen County, Indiana)**

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*For May 9, 2020 auction to be conducted by:*

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

*On behalf of:*

**Steven D. Graber and Debra R. Graber**

## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### NOTICE

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

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

THIS DOCUMENT CONSTITUTES A STATEMENT OF THE TERMS AND CONDITIONS ON WHICH A TITLE INSURER IS WILLING TO ISSUE A POLICY OF TITLE INSURANCE IF THE TITLE INSURER ACCEPTS THE PREMIUM FOR THE POLICY.

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

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

Countersigned by:

*Mary K Hooley*

\_\_\_\_\_  
Authorized Countersignature

\_\_\_\_\_  
Trademark Title, Inc.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Fort Wayne, IN 46825

\_\_\_\_\_  
City, State



*Matt Morris*

**Matt Morris**  
President and CEO

*Denise Carraux*

**Denise Carraux**  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I - Requirements;
  - (f) Schedule B, Part II - Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I "Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II "Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I "Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

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

## **STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## ***Transaction Identification Data for reference only:***

Issuing Agent: Trademark Title, Inc.  
Issuing Office: 9025 Coldwater Road, 100A, Fort Wayne, IN 46825  
Issuing Office Address: 9025 Coldwater Road, 100A, Fort Wayne, IN 46825  
ALTA® Universal ID:  
Loan ID Number:  
Issuing Office File Number: FWN-113284  
Property Address: 17348 Doty Road, New Haven, IN 46774  
Revision Number:

1. Commitment Date: 04/28/2020 at 8:00 AM
2. Policy or Policies To Be Issued: Proposed Policy Amount
  - a. ALTA Owners Policy \$

Proposed Insured: **TBD**
3. The estate or interest in the Land described or referred to in this Commitment is: fee simple as to Parcel I  
easement estate as to Parcel II  
easement estate as to Parcel III
4. Title to the said estate or interest in the Land is at the Commitment Date vested in:  
Steven D. Graber and Debra R. Graber, husband and wife
5. The Land is described as follows:  
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

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# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Requirements

**File No.: FWN-113284**

The following are the requirements to be complied with:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NOTE: The LOAN POLICY OF TITLE INSURANCE to be issued pursuant to this commitment will have the following terms, among others:

#### COVERED RISKS

10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
  14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.
6. "Execution of Affidavit of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency by the Parties to the Contemplated Transaction."

Payoff and/or Release of the Mortgage taken out by Steven D. Graber and Debra R. Graber with The Antwerp Exchange Bank by document number 2018006691 dated 01/29/2018 and recorded 02/05/2018 in the amount of \$300,089.87. This mortgage was re-recorded on 03/20/2018 by document number 2018013894.

Warranty Deed and Vendors (Sellers) Affidavit from Steven D. Graber and Debra R. Graber, husband and wife to TBD.

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# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: FWN-113284

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by Public Records.
4. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Easements, restrictions and possible assessment for maintenance and rights of others entitled to the continued uninterrupted flow of water through Legal Drain in accordance with Indiana Drainage Code IC (1981) 36-9-27-33 et seq.
7. In the event an Alta 2010 Alta Homeowner's Policy (Revision 2/03/2010) is requested, the following Deductible Amounts and Maximum Dollar Limits of Liability for Covered Risk 16, 18, 19 and 21 of the Policy will apply:

Deductible Amounts and Maximum Dollar Limits of Liability For Covered Risk 16, 18, 19 and 21:

Your Deductible Amount

Our Maximum Dollar Limit of Liability

Covered Risk 16: 1% of Policy Amount Shown in Schedule A  
or \$2,500.00 (whichever is less)

\$10,000.00

Covered Risk 18: 1% of Policy Amount Shown in Schedule A  
or \$5,000.00 (whichever is less)

\$25,000.00

Covered Risk 19: 1% of Policy Amount Shown in Schedule A  
or \$5,000.00 (whichever is less)

\$25,000.00

Covered Risk 21: 1% of Policy Amount Shown in Schedule A  
or \$2,500.00 (whichever is less)

\$5,000.00

8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests.
9. Rights of the public, the municipality and the state in and to that part of the land taken and used for roads and highways, if any.

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# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

10. Note: Any 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.
11. 75 foot statutory legal drain easement across the insured tract that restricts building or locating any improvements.
12. Note: A judgment search was done and none were found unless noted on Schedule B-I.
13. Tax Parcel ID: 02-09-14-300-009.000-054  
Address: 17348 Doty Road, New Haven, IN 46774  
Assessed Value Land: \$48,000 Assessed Value Improvements \$303,800 Total Assessed Value \$351,800  
Homestead Exp: \$0 Mortgage Exp: \$0 Additional Exp: \$0  
1st installment 2019/2020 taxes: \$2,740.26 - UNPAID  
2nd installment 2019/2020 taxes: \$2,740.26 - UNPAID  
  
2019/2020 Drain Tax: \$32.50 - UNPAID  
2019/2020 Drain Tax: \$32.50 - UNPAID

NOTE: THE 2018/2019 TAXES ARE DELINQUENT IN THE AMOUNT OF \$1,740.25, PLUS PENALTIES.

The 2020/2021 taxes are not yet due and payable.

Taxes are due 5/10 and 11/10 and are payable to: Allen County Treasurer

14. Taxes for the year 2020 are a lien, due in 2021, but are not yet due and payable.  
  
Added improvements in place as of January 1, 2020 are subject to assessment which could increase the tax amounts due in 2021, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
15. Terms and Provisions of Roadway Easement dated 02/11/2016 and recorded 11/18/2016 as Document Number 2016061965.
16. Terms and Provisions of Notice of Onsite Sewage System & Bedroom Affidavit dated 12/02/2016 and recorded 12/06/2016 as Document Number 2016065159. This was re-recorded on 12/28/2016 by document number 2016069279.
17. Distribution Easement granted to Indiana Michigan Power Company over a portion of insured real estate by Instrument recorded 02/23/2017 as Document Number 2017010657, and the terms and provisions thereof.
18. Terms and Provisions of Easement for Ingress and Egress dated 04/22/2017 and recorded 04/24/2017 as Document Number 2017020519 as amended by Document Number 2020021782 recorded 4/22/2020.
19. Terms and Provisions of Grant of Utility Easement and Right of Way dated 04/22/2017 and recorded 04/24/2017 as Document Number 2017020520.
20. The Company reserves the right to raise exceptions and requirements or determine that it will not issue a title policy based upon the details of the transaction, the review of the closing documents, and changes in recording and title searching capabilities resulting from the COVID-19 virus.

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# ALTA COMMITMENT FOR TITLE INSURANCE EXHIBIT A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exhibit "A"

**File No.: FWN-113284**

Parcel I:

Part of the lands of Steven D. Graber and Debra R. Graber as described in Recorder's Document #2015058484 being situated in the East Half of the North Half of the East Half of the Southwest Quarter of Section 14, Township 31 North, Range 14 East, Milan Civil Township, Allen County, Indiana, more particularly described as follows:

Commencing at a mag spike with "KARST" identification washer monumenting the Northeast corner of the Southwest Quarter of said Section 14; thence South 00 degrees 32 minutes 46 seconds West (recorded bearing of North 90 degrees 00 minutes 00 seconds West for the North line of said Southwest Quarter is the basis of bearings this description) on the East line of said Southwest Quarter, a distance of 435.60 feet to a 5/8 inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" monumenting the Southeast corner of a 2.000 acre parcel being the lands of Rick A. Bruns and Karen L. Bruns as described in Document #960067748, said point also being the point of beginning for the parcel of land herein described; thence North 90 degrees 00 minutes 00 seconds West on the South line of said Document #960067748 a distance of 200.00 feet to a 5/8 inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" monumenting the Southwest corner thereof; thence continuing North 90 degrees 00 minutes 00 seconds West, a distance of 457.58 feet to a 5/8 inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" on the West line of the East Half of the East Half of said Southwest Quarter; thence South 00 degrees 26 minutes 46 seconds West on said West line, a distance of 865.06 feet to a 5/8 inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" monumenting the Southwest corner of the East Half of the North Half of the East Half of said Southwest Quarter; thence North 89 degrees 42 minutes 41 seconds East on the South line of the East Half of the North Half of the East Half of said Southwest Quarter, a distance of 656.11 feet to a 5/8 inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" monumenting the Southeast corner of the East Half of the North Half of the East Half of said Southwest Quarter; thence North 00 degrees 32 minutes 46 seconds East on the East line of said Southwest Quarter, a distance of 861.76 feet to the point of beginning, said in survey to contain 13.019 acres of land, more or less.

Parcel II:

TOGETHER WITH A 25 FOOT ROADWAY EASEMENT AS DESCRIBED BELOW:

An easement being a part of the lands of Steven D. Graber and Debra R. Graber as described in Recorder's Document #2015058484 being situated in the East Half of the North Half of the East Half of the Southwest Quarter of Section 14, Township 31 North, Range 14 East, Milan Civil Township, Allen County, Indiana, more particularly described as follows:

Commencing at a mag spike with a "KARST" identification washer monumenting the Northeast corner of the Southwest Quarter of said Section 14; thence North 90 degrees 00 minutes 00 seconds West (recorded bearing and is the basis of bearings this description) on the North line of said Southwest Quarter, a distance of 200.00 feet to a mag nail with an identification washer stamped "ANDERSON FIRM #29A" monumenting the Northwest corner of a 2.000 acre parcel being the lands of Rick A. Bruns and Karen L. Bruns as described in Document #960067748, said point also being the point of beginning for the easement herein described; thence South 00 degrees 32 minutes 46 seconds West on the West line of said Document #960067748, a distance of 435.60 feet to a 5/8 inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" monumenting the Southwest corner thereof; thence North 90 degrees 00 minutes 00 seconds West, a distance of 25.00 feet to a point; thence North 00 degrees 32 minutes 46 seconds East, a distance of 435.60 feet to a point on the North line of said Southwest Quarter; thence North 90 degrees 00 minutes 00 seconds East on said

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## ALTA COMMITMENT FOR TITLE INSURANCE EXHIBIT A

ISSUED BY

STEWART TITLE GUARANTY COMPANY

North line and being within the right of way of Doty Road, a distance of 25.00 feet to the point of beginning, said in survey to contain 0.250 acres of land, more or less.

Parcel III:

TOGETHER WITH A 45 FOOT INGRESS AND EGRESS EASEMENT AS DESCRIBED BELOW:

The Easternmost 45 feet of the Northernmost 775 feet of the West Half of the Northeast Quarter of the Southwest Quarter of Section 14, Township 31 North, Range 14 East, Allen County, Indiana.

In accordance with and subject to the terms of the Easement for Ingress and Egress recorded in the office of the Recorder of Allen County, Indiana on April 24, 2017 as document number 2017020519, as amended pursuant to an Amendment of Easement for Ingress and Egress recorded in the office of the Recorder of Allen County, Indiana on April 22, 2020 as document number 2020021782.

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# ALTA COMMITMENT FOR TITLE INSURANCE CHAIN OF TITLE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Chain of Title

**File No.: FWN-113284**

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

1. Rick A. Bruns, as Successor Trustee of The Herbert M. Bruns and Audrey M. Bruns Revocable Trust under an instrument dated April 27, 1999 to Steven D. Graber and Debra R. Graber, husband and wife by deed dated 10/30/2015 and recorded on 11/16/2015 as Instrument Number 2015058484 in the Official Records of the Allen County Recorder.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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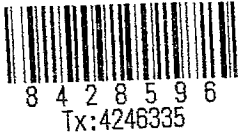
File No.: FWN-113284

008-UN ALTA Commitment For Title Insurance 8-1-16

Page 10 of 10

AMERICAN  
LAND TITLE  
ASSOCIATION





Exception

## ROADWAY EASEMENT

(revised April 2014)

This Roadway Easement is made this 02 day of 11, 20 16, ("Effective Date") by STEVE GRABER and DEBRA GRABER ("Grantor(s)"), each being over eighteen years of age, and being owners of certain real estate located in Allen County, Indiana, as more particularly described and illustrated on attached Exhibit A, which is attached hereto and incorporated herein by reference ("Real Estate"), with the last deed of record shown as document number 2015058484 hereby establish a 25 foot wide roadway easement for access, storm drainage, and utility purposes over, in, across and upon the Real Estate, which roadway easement is more particularly described and illustrated on attached Exhibit B, which is attached hereto and incorporated by reference ("Roadway Easement").

2015058484

Grantor(s) do hereby grant, establish and convey unto each other, their successors in interest and assigns, and their invitees and all public and quasi-public parties, including by way of illustration and not by way of limitation, emergency vehicles, school vehicles, public or private utilities, a perpetual right and easement for utility purposes and storm drainage facilities, and for ingress and egress to and from the Real Estate over, in, across, and upon the Roadway Easement to the following public roadway: DOT Y RD, in MILLAN Township, section 14. Grantors covenant and agree that the Roadway Easement shall serve no more than 1 lot(s), shown within the boundary described in Exhibit A, which lot(s) have been or will be lawfully created through the Exempt Divisions of Land procedures established in A.C.C. 3-3-3(b).

Grantor(s) expressly agree and covenant that this Roadway Easement has not been accepted by Allen County, Indiana as a part of its public road system for maintenance or for other purpose, and that the initial construction of the Roadway Easement shall be the responsibility of Grantor(s). Thereafter, the maintenance of the Roadway Easement shall be paid for in the following manner:

MAINTAINED BY PARCEL 1 OWNER

This Roadway Easement shall run with the Real Estate and shall be deemed to be a part of every contract or transaction for the sale of any portion or the entirety of the Real Estate, and this Roadway Easement shall be binding upon and inure to the benefit of the owner or owners of the Real Estate and the owners of the lot(s) created on the Real Estate.

The terms of this Roadway Easement may be enforced by the grantor(s) and successors in interest and assigns including any owners of lot(s) created on the Real Estate. The Allen County Zoning Administrator has the right, not the obligation to enforce the terms of this agreement.

Grantor(s) agree that the Allen County Zoning Administrator has reviewed this Roadway Easement for the sole purpose of acknowledging that the Roadway Easement satisfies the requirements of A.C.C. 3-4-10. Grantor(s) expressly agree and covenant that this Roadway Easement is not an offer of public dedication and further agree and covenant that the Allen County Zoning Administrator, the Allen County Plan Commission, and the County of Allen shall never be obligated to accept a public dedication of this Roadway Easement and shall never be obligated to supervise, maintain, or repair the Roadway Easement. Any amendment to this Roadway Easement must be submitted to and reviewed by the Allen County Zoning Administrator in accordance with the provisions of A.C.C. 3-4-10

IN WITNESS WHEREOF, Grantor(s) have executed this Roadway Easement as of the Effective Date.

[Signature]  
Signature of Grantor(s)

Debra Graber  
Signature of Grantor(s)

STEVE GRABER  
Printed Name(s)

Debra Graber  
Printed Name(s)

2016061965

RECORDED: 11/18/2016 10:06:07 AM

ANITA MATHER

ALLEN COUNTY RECORDER

FORT WAYNE, IN

M → 15408 DOT Y RD. NEW HAVEN, IN 46777

19  
+ INC

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Subscribed and sworn to before me, the undersigned, a Notary Public in and for said County and State,  
personally appeared Debra Graber + Steve Graber and acknowledged the execution of the  
foregoing to be his voluntary act and deed this 15<sup>th</sup> day of Nov, 2016.

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

Resident of \_\_\_\_\_

Leah Graham  
Notary Public



LEAH GRAHAM, Notary Public  
Allen County, State of Indiana  
My Commission Expires April 27, 2022

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Subscribed and sworn to before me, the undersigned, a Notary Public in and for said County and State,  
personally appeared \_\_\_\_\_ and acknowledged the execution of the  
foregoing to be his voluntary act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Resident of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

It is the determination of the Allen County Zoning Administrator that this private access easement as proposed and specifically set forth in this dedication satisfies the current minimum requirements of the Allen County Zoning Ordinance. Neither the Zoning Administrator nor the Plan Commission are expressing any opinion or decision as to the property rights, if any, related to the proposed easement or the enforceability of this document.

Dated this 17<sup>th</sup> day of NOVEMBER, 2016.

Paul B Blisk

Paul B. Blisk  
Deputy Land Use Director

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.

STEVEN GRABER  
(name printed, stamped or signed w/print)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

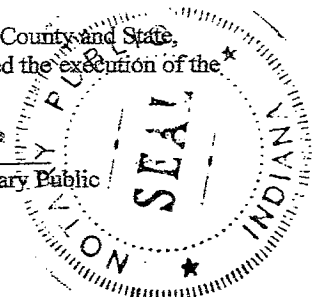
Subscribed and sworn to before me, the undersigned, a Notary Public in and for said County and State,  
personally appeared PAUL B BLISK and acknowledged the execution of the  
foregoing to be his voluntary act and deed this 17<sup>th</sup> day of NOVEMBER, 2016.

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

MAY 27, 2024  
Resident of ALLEN

Cathy Elrod  
CATHY ELROD

\_\_\_\_\_  
Notary Public



This instrument prepared by Steve Graber

# OVERSIZED SURVEY

Exception



8436812

TX:4251811

2016065159

RECORDED: 12/06/2016 3:13:53 PM

ANITA MATHER

ALLEN COUNTY RECORDER

FORT WAYNE, IN

2016069279

RECORDED: 12/28/2016 11:58:12 AM

ANITA MATHER

ALLEN COUNTY RECORDER

FORT WAYNE, IN

## NOTICE OF ONSITE SEWAGE SYSTEM & BEDROOM AFFIDAVIT

This Notice of Onsite Sewage System ("Notice") is subscribed to and recorded by the undersigned owner of certain premises located at: 17522 Doty Rd. New Haven IN 46774 ("Real Estate")

for the purposes of demonstrating compliance with Allen County Code Title 10, Article 4.5, Chapter 4, Section 1. The undersigned swears or affirms that the Real Estate is now, or will be, served by an onsite sewage system and/or sanitary vault privy, and is subject to all of the applicable requirements and conditions of the Allen County Private Sewage Disposal Ordinance, Allen County Code Title 10, Article 4.5, as amended from time to time.

The legal description of the real estate, as shown by the records of the Auditor of Allen County, Indiana, is as follows:

### REFERENCE ATTACHED EXHIBIT "A"

DOCUMENT BEING RE-RECORDED TO CORRECT DESCRIBED TRACT

#### Bedroom Affidavit

The home at 17522 Doty Rd. New Haven IN 46774 contains 4 bedrooms that can be occupied for sleeping; and I agree not to occupy any additional rooms for the purpose of sleeping or otherwise represent to others that any room, beyond the number specified above, may be utilized for sleeping, without approval from the Department of Health.

Dated: 12-28-16

Signature

STEVE GRABER Debra Graber  
Printed Name

STATE OF INDIANA, COUNTY OF ALLEN

Before me, the undersigned, a Notary Public in and for said County and State, this 2 day of December, 2016, personally appeared Steve Graber & Debra Graber owner of the property located at 17522 Doty Rd. New Haven IN 46774, and acknowledged the execution of the foregoing notice.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.

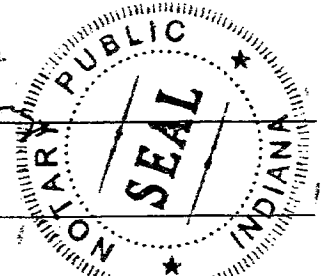
My Commission Expires: 1/14/23

Notary Public

Resides in: Allen County

Printed Name

Alvan C. Embury  
Duane C Embury



Indiana law relating to the recording of certain documents requires the below representations. Please print the name of the person preparing this notice in the "Prepared by" and "redaction of Social Security number" lines below, accordingly.

Prepared By: ZAYDRIC GRABER

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: ZAYDRIC GRABER

Aqua Box



## EXHIBIT "A"

### DOCUMENT BEING RE-RECORDED TO CORRECT DESCRIBED TRACT

#### **NEW ORIGINAL DESCRIPTION OF REAL ESTATE- PARCEL #2**

Part of the lands of Steven D. Graber and Debra R. Graber as described in Recorder's Document #2015058484 being situated in the East Half of the North Half of the East Half of the Southwest Quarter of Section 14, Township 31 North, Range 14 East, Milan Civil Township, Allen County, Indiana, more particularly described as follows:

Commencing at a Mag Spike with a "KARST" identification washer monumenting the Northeast corner of the Southwest Quarter of said Section 14, thence South 00 degrees 32 minutes 46 seconds West (recorded bearing of North 90 degrees 00 minutes 00 seconds West for the North line of said Southwest Quarter is the basis of bearings this description) on the East line of said Southwest Quarter, a distance of 435.60 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" monumenting the southeast corner of a 2.000 acre parcel being the lands of Rick A. Bruns and Karen L. Bruns as described in Document #960067748, said point also being the **POINT OF BEGINNING** for the parcel of land herein described; thence North 90 degrees 00 minutes 00 seconds West on the south line of said Document #960067748, a distance of 200.00 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" monumenting the southwest corner thereof; thence continuing North 90 degrees 00 minutes 00 seconds West, a distance of 457.58 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" on the West line of the East Half of the East Half of said Southwest Quarter; thence South 00 degrees 26 minutes 46 seconds West on said West line, a distance of 865.06 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" monumenting the Southwest corner of the East Half of the North Half of the East Half of said Southwest Quarter, a distance of 656.11 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" monumenting the Southeast corner of the East Half of the North Half of the East Half of said Southwest Quarter; thence North 00 degrees 32 minutes 46 seconds East on the East line of said Southwest Quarter, a distance of 861.76 feet to the Point of Beginning, **containing 13.019 acres of land, more or less**, subject to all legal rights-of-way, subject to all Regulated Drain Easements for any Regulated Drains or Tiles being on or within 75 feet of the above described parcel, subject to all other easements, restrictions and rights affecting the above-described parcel.

#### **TOGETHER WITH A 25-FOOT ROADWAY EASEMENT AS DESCRIBED BELOW.**

#### **PROPOSED 25-FOOT WIDE ROADWAY EASEMENT**

An Easement being part of the lands of Steven D. Graber and Debra R. Graber as described in Recorder's Document #2015058484 being situated in the East Half of the North Half of the East Half of the Southwest Quarter of Section 14, Township 31 North, Range 14 East, Milan Civil Township, Allen County, Indiana, more particularly described as follows:

Commencing at a Mag Spike with a "KARST" identification washer monumenting the Northeast corner of the Southwest Quarter of said Section 14, thence North 90 degrees 00 minutes 00 seconds West (recorded bearing and is the basis of bearings this description) on the North line of said Southwest Quarter, a distance of 200.00 feet to a Mag Nail with an identification washer stamped "ANDERSON FIRM #29A" monumenting the northwest corner of a 2.000 acre parcel being the lands of Rick A. Bruns and Karen L. Bruns as described in Document #960067748, said point also being the **POINT OF BEGINNING** for the Easement herein described; thence South 00 degrees 32 minutes 46 seconds West on the west line of said Document #960067748, a distance of 435.60 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" monumenting the southwest corner thereof; thence North 90 degrees 00 minutes 00 seconds West, a distance of 25.00 feet to a point; thence North 00 degrees 32 minutes 46 seconds East, a distance of 435.60 feet to a point on the North line of said Southwest Quarter; thence North 90 degrees 00 minutes 00 seconds East on said North line and being within the right-of-way of Doty Road, a distance of 25.00 feet to the Point of Beginning, **containing 0.250 acres of land, more or less.**

Exception



8 4 4 9 7 8 2  
Tx:4259429

**2017010657**

**RECORDED: 02/23/2017 2:44:55 PM**

**ANITA MATHER**

**ALLEN COUNTY RECORDER**

**FORT WAYNE, IN**

**DISTRIBUTION EASEMENT- Individual, OH & UG**

Easement No. IN170500

A 9-R 248

THIS INDENTURE, made this 11<sup>TH</sup> day of JANUARY, 2017, by and between **Steven D. Graber and Debra R. Graber**, whose address is 17522 Doty Road, New Haven, Indiana 46774("Grantor"), and **INDIANA MICHIGAN POWER COMPANY**, an Indiana corporation whose address is 3514 Landin Road, New Haven, Indiana, 46774("Grantee").

WITNESSETH: That for one Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor does hereby grant and convey to Grantee a right-of-way and easement for the construction, operation, use, maintenance, repair, renewal and removal of a line or lines of overhead and underground facilities and equipment for the transmission of electrical energy and for communication purposes, including the right to permit attachments of others to said facilities, in, on, along, under, over, across and through the following described Premises situated in Section 14, Milan Township, Township 31 North, Range 14 East, Allen County, Indiana, to wit: Being the same (or a part of the same) property conveyed to Steven D. and Debra R. Graber by Rick A. Bruns by deed dated October 30, 2015 and recorded on November 16, 2015 in **Document # 2015058484, Parcel # 02-09-14-300-009.000-054** in the Office of the Recorder of Allen County, Indiana, to which reference is made for further description.

**Part of the East Half of the North Half of the East Half of the Southwest Quarter of Section 14, Milan Township, Township 31 North, Range 14 East, Allen County, Indiana, more particularly described as follows.**

**A strip of land 20 feet in width, lying 10 feet each side of a line, as installed, as shown on sketch SK-01112017-RW, attached hereto and hereby made a part of this document. All parties having a copy of said sketch.**

TOGETHER with the right of ingress and egress to, from and over said Premises, and also the right to cut or trim and/or remove any trees or bushes which may endanger the safety or interfere with the construction and use of said facilities.

Grantee shall promptly repair or replace all physical damage on the Premises proximately caused by the construction, operation and maintenance of Grantee's facilities.

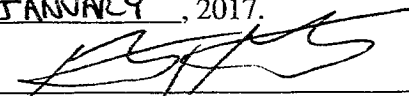
112

The Grantor warrants that no structure or building shall be erected upon said easement.

After the completion of said system, the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities but does agree not to change elevation or grade within the area of said easement without the written prior consent of Grantee.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor(s) has/have hereunto set their hand(s) and seal(s) this 11<sup>TH</sup> day of JANUARY, 2017.

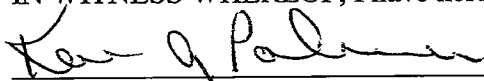
  
Steven D. Graber

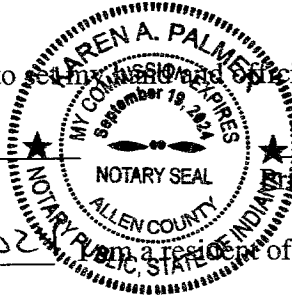
  
Debra R. Graber

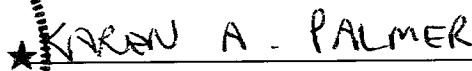
State of Indiana, County of Allen, SS.

Before me, a Notary Public, in and for said County and State, personally appeared the above named Steven D. and Debra R. Graber and acknowledged the execution of the within instrument, this 11<sup>TH</sup> day of JANUARY, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above written.

  
Notary Public



  
Printed Name

My commission expires: 9-19-2024 at the office of Allen County.

This instrument was prepared by Karen A. Palmer, Right-of-Way Agent for Indiana Michigan Power Company.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law, Karen A. Palmer.

c:grabersdeas.doc

Latitude 41.1440072640397  
Longitude -84.9187228757779

657.58'

ADDRESS:  
17522 DOTY ROAD  
NEW HAVEN, IN 46774

131'

AL0343000094

Latitude 41.1436491509348  
Longitude -84.9186959792452

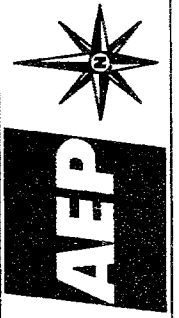
STEVEN D. & DEBRA R. GRABER  
DOC # 2015058484

S 66° 41' 39.80" E -- 395 ft

02-09-14-300-009, 000-054

865.06'

SK-01112017-RW



Project Details: 20'X395' EASEMENT	Drawing Name: 17522 DOTY ROAD EASEMENT				WR#: 64373427
	Substation: HARLAN				WO#: DIM0160390
	Circuit: NOTESTINE				IFR Date:
	City: NEW HAVEN				IFC Date:
	County: ALLEN				Quat: AL343
	Township: MILAN				Sheet:
	Take Off Pole: AL343-93				
	Upstream Device:				
Nearest Cross St: ROBERTS RD/DOTY ROAD					
Drawn By/Phone: NOLAN GILVIN CELL 260-249-4066					
Design Date:					

Exception

2017020519

RECORDED: 04/24/2017 4:19:24 PM

ANITA MATHER

ALLEN COUNTY RECORDER

FORT WAYNE, IN

**EASEMENT FOR INGRESS AND EGRESS**

**THIS INDENTUREE WITNESSETH, THAT** MARTIN H. BRANDENBERGER and ANNA H. BRANDENBERGER (hereinafter referred to as "Grantor"), the owners of the real estate in Allen County Indiana, more fully described as follows:

Part of the West Half of the Northeast Quarter of the Southwest Quarter of Section 14, Township 31 North, Range 14 East, Allen County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of the West Half of the Northeast Quarter of the Southwest Quarter of Section 14, Township 31 North, Range 14 East; thence West along the North line of the W  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Sec. 14-31-14 a distance of 50 feet; thence South with a deflection angle to the left of 90 degree 05 min. a distance of 697.69 feet; thence West with a deflection angle to the right of 89 degr. 24 min. 20 sec. a distance of 611.71 feet to a point on the West line of the W  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Sec. 14-31-14; thence South with a deflection angle to the left of 88 degr. 48 min. 30 sec. along the West line of the W  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Sec. 14-31-14 a distance of 603.00 feet to the Southwest corner of the W  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Sec. 14-31-14; thence East with a deflection angle to the left of 91 degr. 11 min. 30 sec. along the South line of the W  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Sec. 14-31-14 a distance of 668.0 feet to the Southeast corner of the W  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Sec. 14-31-14; thence North with a deflection angle to the left of 89 degr. 24 min. 20 sec. along the East line of the W  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Sec. 14-31-14 a distance of 1300.0 feet to the point of beginning, containing 10.0 acres, subject to road rights of way and easements.

Deed Ref.: 2011056985

for valuable consideration, the receipt of which is hereby acknowledged, **DO HEREBY GRANT AND CONVEY** to STEVEN D. GRABER and DEBRA R. GRABER (hereinafter referred to as "Grantee"), and its successors and assigns, the owners of the real estate located in Allen County Indiana and more fully described as follows:

The East half, North half, East half of the Southwest Quarter, Section Numbered 14, Township 31 North, Range 14 East, containing 20 acres of land, more or less, Allen County, Indiana.

**EXCEPT THEREFROM:**

Part of the Southwest Quarter of Section 14, Township 31 North, Range 14 East, Allen County, Indiana, more particularly described as follows:

Beginning at a P.K. nail found monumenting the Northeast corner of said Southwest Quarter; thence South 00 degrees 39 minutes 47 seconds West (assumed bearing of North 90 degrees 00 minutes 00 seconds East for the North line of said Southwest Quarter is utilized as the basis of all bearings relative this description) along the East line of said Southwest Quarter, being established by a partial line fence, a distance of 435.60 feet to a point, said point being monument by a rebar set 2.6 feet north; thence South 90 degrees 00 minutes 00 second West and parallel with the North line of said Southwest Quarter, a distance of 200.00 feet to a rebar set; thence North 00 degrees 39 minutes 47 seconds East and parallel with the East line of said Southwest Quarter, a distance of 435.60 feet to a mag nail set on the North line of said Southwest Quarter; thence North 90 degrees 00 minutes 00 seconds East along said North line, being within the right-of-way of Doty Road, a distance of 200.00 feet to the point of beginning, containing 2.00 acres of land, more or less.

Deed Ref.: 2015058484

an easement which is more fully described as follows:

The Easternmost 45 feet of the Northernmost 690 feet of the West Half of the Northeast Quarter of the Southwest Quarter of Section 14, Township 31 North, Range 14 East, Allen County, Indiana.

for ingress and egress and for the purposes set out below under the following terms, conditions, and agreements:

1. GRANTOR has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto GRANTEE, a perpetual, free, continuous and uninterrupted use, liberty, privilege and easement to use and enjoy the above described Easement.
2. Neither GRANTOR nor GRANTEE shall erect any improvements or other facilities upon the Easement which may impair the flow of traffic over and across same.
3. GRANTOR hereby grants to GRANTEE the right to permit the GRANTEE, GRANTEE'S invitees, guests, and others of the general public coming on the premises to utilize the Easement, it being the intention of the parties hereto that such persons shall have free access to, upon, and over the Easement for ingress and egress purposes.
4. This Easement shall be ONLY for the limited purpose of access, ingress, egress and maintenance to and from GRANTEE'S property.
5. The land hereby conveyed shall be used as a common driveway for the benefit of said properties. GRANTOR shall continue to use
6. Said driveway shall be crushed stone or gravel.
7. Each of the Parties shall contribute equally to the maintenance of said driveway necessary to keep the same in a reasonable state of repair.
8. Said driveway shall never be paved or covered with a hard surface without the mutual consent in writing of both Grantor and Grantee, or their successors in interest.
9. Said Easement shall bind and inure to the respective benefit of GRANTOR and GRANTEE. As used herein the terms GRANTOR and GRANTEE shall include the present and future owner or owners and mortgagees, their heirs, personal representatives, successors and assigns of GRANTOR'S property and GRANTEE'S property, respectively.
10. This is an easement, not a license. The Easement and right-of-way granted hereby is for the benefit of the GRANTEE'S property and shall be appurtenant to and run with the GRANTEE'S property and shall be deemed to be a part of every contract or transaction for the sale of the Real Estate.
11. Grantor certifies under oath that no Indiana Gross Income Tax is due or payable respect to the transfer made by this Grant of Easement.

TO HAVE AND TO HOLD the above described Easement forever for the uses, benefits, purposes and burdens herein set forth, the GRANTOR does hereby bind themselves, their heirs, personal representatives, successors and assigns to Warrant and Forever Defend all and singular the said Easement and right-of-way against every person whomsoever lawfully claiming or to claim the same or any part thereof.

GRANTOR and GRANTEE have duly executed this Ingress and Egress Easement and Maintenance Agreement effective as of the 22 day of April, 2017.

GRANTORS:

Martin H. Brandenberger  
Martin H. Brandenberger  
Anna H. Brandenberger  
Anna H. Brandenberger

GRANTEES:

Steven D. Graber  
Steven D. Graber  
Debra R. Graber  
Debra R. Graber

STATE OF INDIANA )

COUNTY OF ALLEN )

ACKNOWLEDGEMENT

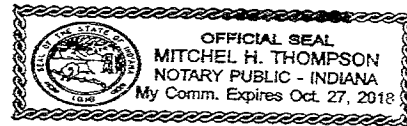
Before me, a Notary Public in and for said County and State, personally appeared Martin H. Brandenberger and Anna H. Bradenberger, who each acknowledged the execution of the foregoing Easement, and stated that the representations therein are true and accurate. In witness whereof, I have hereunto subscribed my name and affixed my official seal this 22 day of April, 2017.

My commission expires:  
October 27, 2018

Signature: Mitchel Thompson

Mitchel Thompson

Resident of: Allen County, Indiana



STATE OF INDIANA )

COUNTY OF ALLEN )

ACKNOWLEDGEMENT

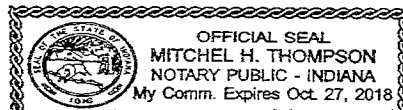
Before me, a Notary Public in and for said County and State, personally appeared Steven D. Graber and Debra R. Graber, who each acknowledged the execution of the foregoing Easement, and stated that the representations therein are true and accurate. In witness whereof, I have hereunto subscribed my name and affixed my official seal this 22 day of April, 2017.

My commission expires:  
October 27, 2018

Signature: Mitchel Thompson

Mitchel Thompson

Resident of: Allen County, Indiana



I affirm under the penalties for perjury, that I ~~have taken reasonable care to~~ redact each Social Security Number in this document, unless otherwise required by law. Mitchel Thompson.

Prepared by: Mitchel Thompson of Thompson & Thompson, Attorneys at Law, P.C., 18214 State Road 37, Harlan, Indiana 46743, (260) 657-4003

Return easement to: Thompson & Thompson, Attorneys at Law, P.C., 18214 SR 37 Harlan, IN 46743



STATE OF INDIANA )  
 )  
COUNTY OF ALLEN )

ACKNOWLEDGEMENT

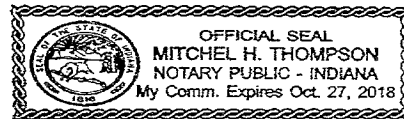
Before me, a Notary Public in and for said County and State, personally appeared Martin H. Brandenberger and Anna H. Bradenberger, who each acknowledged the execution of the foregoing Easement, and stated that the representations therein are true and accurate. In witness whereof, I have hereunto subscribed my name and affixed my official seal this 22 day of April, 2017.

My commission expires:  
October 27, 2018

Signature: \_\_\_\_\_

Mitchel Thompson

Resident of: Allen County, Indiana



STATE OF INDIANA )  
 )  
COUNTY OF ALLEN )

ACKNOWLEDGEMENT

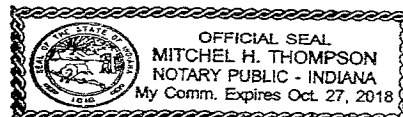
Before me, a Notary Public in and for said County and State, personally appeared Steven D. Graber and Debra R. Graber, who each acknowledged the execution of the foregoing Easement, and stated that the representations therein are true and accurate. In witness whereof, I have hereunto subscribed my name and affixed my official seal this 22 day of April, 2017.

My commission expires:  
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Signature: \_\_\_\_\_

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Return easement to: Thompson & Thompson, Attorneys at Law, P.C., 18214 SR 37 Harlan, IN 46743

FWN 113284

2020021782

RECORDED: 04/22/2020 08:39:15 AM

ANITA MATHER  
ALLEN COUNTY RECORDER  
FORT WAYNE, IN

**AMENDMENT OF EASEMENT FOR INGRESS AND EGRESS**

This Amendment of Easement for Ingress and Egress (this "Amendment") is intended to supplement and amend the provisions of an Easement for Ingress and Egress recorded in the office of the Recorder of Allen County, Indiana on April 24, 2017 as document number 2017020519 (the "Original Easement Document").

This Amendment is executed by **Martin H. Brandenberger and Anna H. Brandenberger**, as the owners of the servient estate with respect to the easement granted pursuant to the Original Easement Document, being part of the real estate described in a deed recorded in the office of the Recorder of Allen County, Indiana as document number 2011046683, and by **Steven D. Graber and Debra R. Graber**, as the owners of the dominant estate with respect to said easement, being part of the real estate described in a deed recorded in the office of the Recorder of Allen County, Indiana as document number 2015058484.

The parties hereby agree that the 45-foot wide easement corridor described in the Original Easement Document shall be and hereby is extended an additional 85 feet at the south end thereof. The extended easement corridor is described as follows:

The Easternmost 45 feet of the Northernmost 775 feet of the West Half of the Northeast Quarter of the Southwest Quarter of Section 14, Township 31 North, Range 14 East, Allen County, Indiana.

Henceforth, the extended easement corridor described above shall be subject to the easement rights and servitudes granted pursuant to the terms of the Original Easement Document. The Original Easement Document is hereby amended accordingly. Except for the description of the easement corridor, all terms of the Original Easement Document are ratified and confirmed.

This Amendment may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. If this Amendment is executed in counterparts, the signature page from one counterpart may be combined with and attached to the other counterpart for purposes of recording this Amendment. This Amendment may be executed, acknowledged and/or recorded electronically in accordance with the Uniform Real Property Electronic Recording Act (Ind. Code 32-21-2.5-1, et seq.).

IN WITNESS WHEREOF, this Amendment of Easement for Ingress and Egress is executed  
on this 18<sup>th</sup> day of April, 2020.

Martin H. Brandenberger  
(Martin H. Brandenberger)

Anna H. Brandenberger  
(Anna H. Brandenberger)

STATE OF INDIANA )  
COUNTY OF Allen ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this  
18<sup>th</sup> day of April, 2020 personally appeared **Martin H. Brandenberger**  
and **Anna H. Brandenberger** and acknowledged the execution of this Amendment of Easement for  
Ingress and Egress. In witness whereof, I have hereunto subscribed my name and affixed my official  
seal.

My commission expires: Oct. 7, 2022 Signature: Staci L Bougher  
County of Residence: Allen Print: Staci L Bougher



IN WITNESS WHEREOF, this Amendment of Easement for Ingress and Egress is executed on this 18<sup>th</sup> day of April, 2020.

[Signature]  
(Steven D. Graber)

[Signature]  
(Debra R. Graber)

STATE OF INDIANA )  
COUNTY OF Allen ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 18<sup>th</sup> day of April, 2020 personally appeared **Steven D. Graber and Debra R. Graber** and acknowledged the execution of this Amendment of Easement for Ingress and Egress. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 10-7-2022 Signature: [Signature]

County of Residence: Allen Print: Staci L Bougher



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:] J. Earl Tison

This instrument was prepared by Attorney J. Earl Tison, Columbia City, Indiana. This instrument is intended to facilitate the sale of real estate at public auction and was prepared by an attorney who represents only the auction company. All parties are responsible for consulting with their own respective attorneys regarding the legal effect of this instrument.

Exception

2017020520  
RECORDED: 04/24/2017 4:19:25 PM  
ANITA MATHER  
ALLEN COUNTY RECORDER  
FORT WAYNE, IN

**GRANT OF UTILITY EASEMENT AND RIGHT OF WAY**

**THIS INDENTUREE WITNESSETH, THAT MARTIN H. BRANDENBERGER and ANNA H. BRANDENBERGER, and their successors and assigns (hereinafter referred to as "Grantor"), the owners of the real estate in Allen County Indiana, more fully described as follows:**

Part of the West Half of the Northeast Quarter of the Southwest Quarter of Section 14, Township 31 North, Range 14 East, Allen County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of the West Half of the Northeast Quarter of the Southwest Quarter of Section 14, Township 31 North, Range 14 East; thence West along the North line of the W ½ of the NE ¼ of the SW ¼ of Sec. 14-31-14 a distance of 50 feet; thence South with a deflection angle to the left of 90 degree 05 min. a distance of 697.69 feet; thence West with a deflection angle to the right of 89 degr. 24 min. 20 sec. a distance of 611.71 feet to a point on the West line of the W ½ of the NE ¼ of the SW ¼ of Sec. 14-31-14; thence South with a deflection angle to the left of 88 degr. 48 min. 30 sec. along the West line of the W ½ of the NE ¼ of the SW ¼ of Sec. 14-31-14 a distance of 603.00 feet to the Southwest corner of the W ½ of the NE ¼ of the SW ¼ of Sec. 14-31-14; thence East with a deflection angle to the left of 91 degr. 11 min. 30 sec. along the South line of the W ½ of the NE ¼ of the SW ¼ of Sec. 14-31-14 a distance of 668.0 feet to the Southeast corner of the W ½ of the NE ¼ of the SW ¼ of Sec. 14-31-14; thence North with a deflection angle to the left of 89 degr. 24 min. 20 sec. along the East line of the W ½ of the NE ¼ of the SW ¼ of Sec. 14-31-14 a distance of 1300.0 feet to the point of beginning, containing 10.0 acres, subject to road rights of way and easements. Deed Ref. : 2011056985

for valuable consideration, the receipt of which is hereby acknowledged, **DO HEREBY GRANT AND CONVEY** to STEVEN D. GRABER and DEBRA R. GRABER (hereinafter referred to as "Grantee"), and its successors and assigns, the owners of the real estate located in Allen County Indiana and more fully described as follows:

The East half, North half, East half of the Southwest Quarter, Section Numbered 14, Township 31 North, Range 14 East, containing 20 acres of land, more or less, Allen County, Indiana.

**EXCEPT THEREFROM:**

Part of the Southwest Quarter of Section 14, Township 31 North, Range 14 East, Allen County, Indiana, more particularly described as follows:

Beginning at a P.K. nail found monumenting the Northeast corner of said Southwest Quarter; thence South 00 degrees 39 minutes 47 seconds West (assumed bearing of North 90 degrees 00 minutes 00 seconds East for the North line of said Southwest Quarter is utilized as the basis of all bearings relative this description) along the East line of said Southwest Quarter, being established by a partial line fence, a distance of 435.60 feet to a point, said point being monument by a rebar set 2.6 feet north; thence South 90 degrees 00 minutes 00 second West and parallel with the North line of said Southwest Quarter, a distance of 200.00 feet to a rebar set; thence North 00 degrees 39 minutes 47 seconds East and parallel with the East line of said Southwest Quarter, a distance of 435.60 feet to a mag nail set on the North line of said Southwest Quarter; thence North 90 degrees 00 minutes 00 seconds East along said North line, being within the right-of-way of Doty Road, a distance of 200.00 feet to the point of beginning, containing 2.00 acres of land, more or less. Deed Ref. : 2015058484

A twenty foot (20') wide utility easement and right of way, for the construction, inspection, repair and maintenance of utilities, through the real estate being more particularly described as follows:

The Easternmost 20 feet of the Northernmost 690 feet of the West Half of the Northeast Quarter of the Southwest Quarter of Section 14, Township 31 North, Range 14 East, Allen County, Indiana.

for the purposes set out below under the following terms, conditions, and agreements:

1. That the Grantors will not erect or permit to be erected any building or structure of any nature whatsoever, nor plant any trees or shrubs, or fill or excavate within said easement and right of way without Financial Partners' written consent, which said consent will not be unreasonably withheld
2. That upon completion of the initial construction and after any installation, construction, reconstruction, maintenance, repair, operation and inspection occurring thereafter, Grantee shall return Grantor's real property to a condition that is as good or better than the condition of Grantor's real property at the time this document is executed.
3. The Grantee shall "hold harmless" the Grantors for any injuries or damages that may result from the connection to or maintenance of the aforesaid utility.
4. This is an easement, not a license. The Easement and right-of-way granted hereby is for the benefit of the GRANTEE'S property and shall be appurtenant to and run with the GRANTEE'S property and shall be deemed to be a part of every contract or transaction for the sale of the Real Estate.
5. Grantor certifies under oath that no Indiana Gross Income Tax is due or payable respect to the transfer made by this Grant of Easement.

TO HAVE AND TO HOLD the above described Easement forever for the uses, benefits, purposes and burdens herein set forth, the GRANTOR does hereby bind themselves, their heirs, personal representatives, successors and assigns to Warrant and Forever Defend all and singular the said Easement and right-of-way against every person whomsoever lawfully claiming or to claim the same or any part thereof.

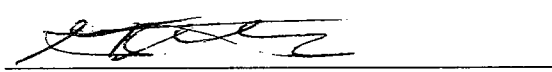
GRANTOR and GRANTEE have duly executed this Grant of Utility Easement and Right of Way effective as of the 22 day of April, 2017.

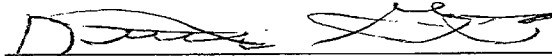
GRANTORS:

  
Martin H. Brandenberger

  
Anna H. Brandenberger

GRANTEES:

  
Steven D. Graber

  
Debra R. Graber

STATE OF INDIANA )  
 )  
COUNTY OF ALLEN )

ACKNOWLEDGEMENT

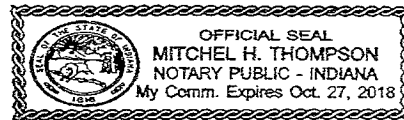
Before me, a Notary Public in and for said County and State, personally appeared Martin H. Brandenberger and Anna H. Bradenberger, who each acknowledged the execution of the foregoing Easement, and stated that the representations therein are true and accurate. In witness whereof, I have hereunto subscribed my name and affixed my official seal this 22 day of April, 2017.

My commission expires:  
October 27, 2018

Signature: \_\_\_\_\_

Mitchel Thompson

Resident of: Allen County, Indiana



STATE OF INDIANA )  
 )  
COUNTY OF ALLEN )

ACKNOWLEDGEMENT

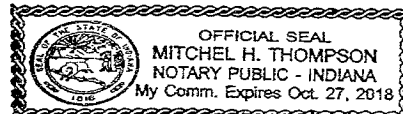
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Prepared by: Mitchel Thompson of Thompson & Thompson, Attorneys at Law, P.C., 18214 State Road 37, Harlan, Indiana 46743, (260) 657-4003

Return easement to: Thompson & Thompson, Attorneys at Law, P.C., 18214 SR 37 Harlan, IN 46743



**ANDERSON SURVEYING, INC.**  
Registered Professional Engineers and Land Surveyors  
1400 E. and 13th Avenue, Suite 100, Denver, Colorado 80202

1324 Wayne Avenue  
Fort Wayne, IN 46808  
Phone: (260) 453-1724  
Fax: (260) 452-6855  
www.andersonsurveying.com

**ORIGINAL SURVEY**  
The Lands of Steven D. Graber and Debra R. Graber  
17408 Doty Road, New Haven, IN 46774  
Part of the SW 1/4 of Section 14, T. 31 N., R. 14 E.  
Milan Township, Allen County, Indiana  
Done for: Graber / Graber

[illegible]

SCALE	$1'' = 100'$	DRAWN BY	E.J.S.
SCALE DATE	10/26/2016	CHECKED BY	M.C.V.
SALES FILE 05/14/16-16-119 07/08/2016 10/14/16-16-119			

**ORIGINAL SURVEY  
17408 DOTY ROAD  
NEW HAVEN, IN 46774**

**SURVEY NO.: 16-10-110**

**SURVEY**  
**SHEET 1 OF 1**

## ORIGINAL SURVEY

[illegible][illegible][illegible]