

EAST CENTRAL LAND AUCTION

Thursday, August 19th • 6pm | Henry County, IN

100± Acres
Offered in 3 Tracts

INFORMATION BOOK

- 85 Total USDA Crop Acres
- Between Knightstown, New Castle and Spiceland
- 3 Mi. South of I-70 at HWY 109 then East, Easy Access
- South Henry School Corp.
- Many Potential Uses of Cropland, Pasture and Recreation
- Nice Investment Tracts
- Tax Exchange Potential
- 2 Mi. East of Royal Hylands Golf Club

Held at Knightstown Sunset Park / Between Knightstown & Spiceland

DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

OWNERS: Javca, LLC



SCHRADER REAL ESTATE & AUCTION CO., INC.
950 N. Liberty Dr., Columbia City, IN 46725
260-244-7606 or 800-451-2709
SchraderAuction.com

AUCTION TERMS & PROCEDURES:

PROCEDURES: The property will be offered in 3 individual tracts, any combination of tracts, or as a total 100± acre unit. There will be open bidding on all tracts & combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations & the total property may compete.

DOWNPAYMENT: Real Estate 10% down payment on the day of the auction w/ the balance in cash at closing. The down payment may be made in the form of cash, cashier's check, personal check or corporate check. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed & are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: Successful bidder(s) will be required to enter into a purchase agreement at the auction site immediately following the close of the auction. All final bid prices are subject to the Seller's acceptance or rejection.

EVIDENCE OF TITLE: Sellers shall provide an owner's title insurance policy in the amount of the purchase price.

DEED: Sellers shall provide Corporate Warranty Deed.

CLOSING: The targeted closing date will be approximately 30 days after the auction on or before November 1, 2021. The balance of the real estate

purchase price is due at closing.

POSSESSION: At closing. Subject to 2021 crop rights of tenant. Seller to retain 2021 crop rents.

REAL ESTATE TAXES: Seller to pay 2020 taxes payable 2021 and pay 2021 taxes payable 2022 by credit to Buyer(s) at closing. Taxes estimated at \$1,358.46 or \$13.58/acre.

ACREAGE: All boundaries are approximate & have been estimated based on current legal descriptions.

SURVEY: A new survey will be made where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Buyer(s) & Seller will share survey expense 50:50. Combination purchases will receive a perimeter survey only. Closing prices will be adjusted to reflect any differences between advertised & surveyed acreage's.

FSA INFORMATION: Farm #6507. Total 85.03 FSA acres cropland. Corn base of 28.7 acres, Bean base of 24.6 acres.

EASEMENTS: Sale of the property is subject to any & all easements of record.

MINERAL RIGHTS: The sale shall include 100% of the mineral rights owned by the Seller.

AGENCY: Schrader Real Estate & Auction Company, Inc. & its representatives are exclusive agents of the seller.

DISCLAIMER & ABSENCE OF WARRANTIES: All information contained in this brochure & all related materials are subject to the Terms & Conditions outlined in the Purchase Agreement. The property is being sold on "AS IS, WHERE IS" basis, & no warranty or representation, either express or implied, concerning the property is made by the seller or the auction company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, & due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the Sellers or the Auction Company. Conduct of the auction & increments of bidding are at the direction & discretion of the Auctioneer. The Sellers & Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decision of the Auctioneer is final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. AUCTION COMPANY OR OWNER NOT RESPONSIBLE FOR ACCIDENTS.**

BOOKLET INDEX

- **BIDDER REGISTRATION FORMS**
- **LOCATION & TRACT MAPS**
- **MAPS**
- **FSA INFORMATION**
- **PROPERTY REPORT CARDS**
- **PREIMINARY TITLE**
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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

THURSDAY, August 19, 2021

100+ ACRES – KNIGHTSTOWN, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Tuesday, AUGUST 19, 2021.
Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

☐ Brochure ☐ Newspaper ☐ Signs ☐ Internet ☐ Radio ☐ TV ☐ Friend

☐ Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

☐ Regular Mail ☐ E-Mail E-Mail address: _____

☐ Tillable ☐ Pasture ☐ Ranch ☐ Timber ☐ Recreational ☐ Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
100± Acres • Henry County, Indiana
Thursday, August 19, 2021

This form and deposit are only
required if you cannot attend
the auction and wish to bid
remotely through our online
bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Thursday, August 19, 2014 at 6:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$ _____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.
9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, August 17, 2021**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

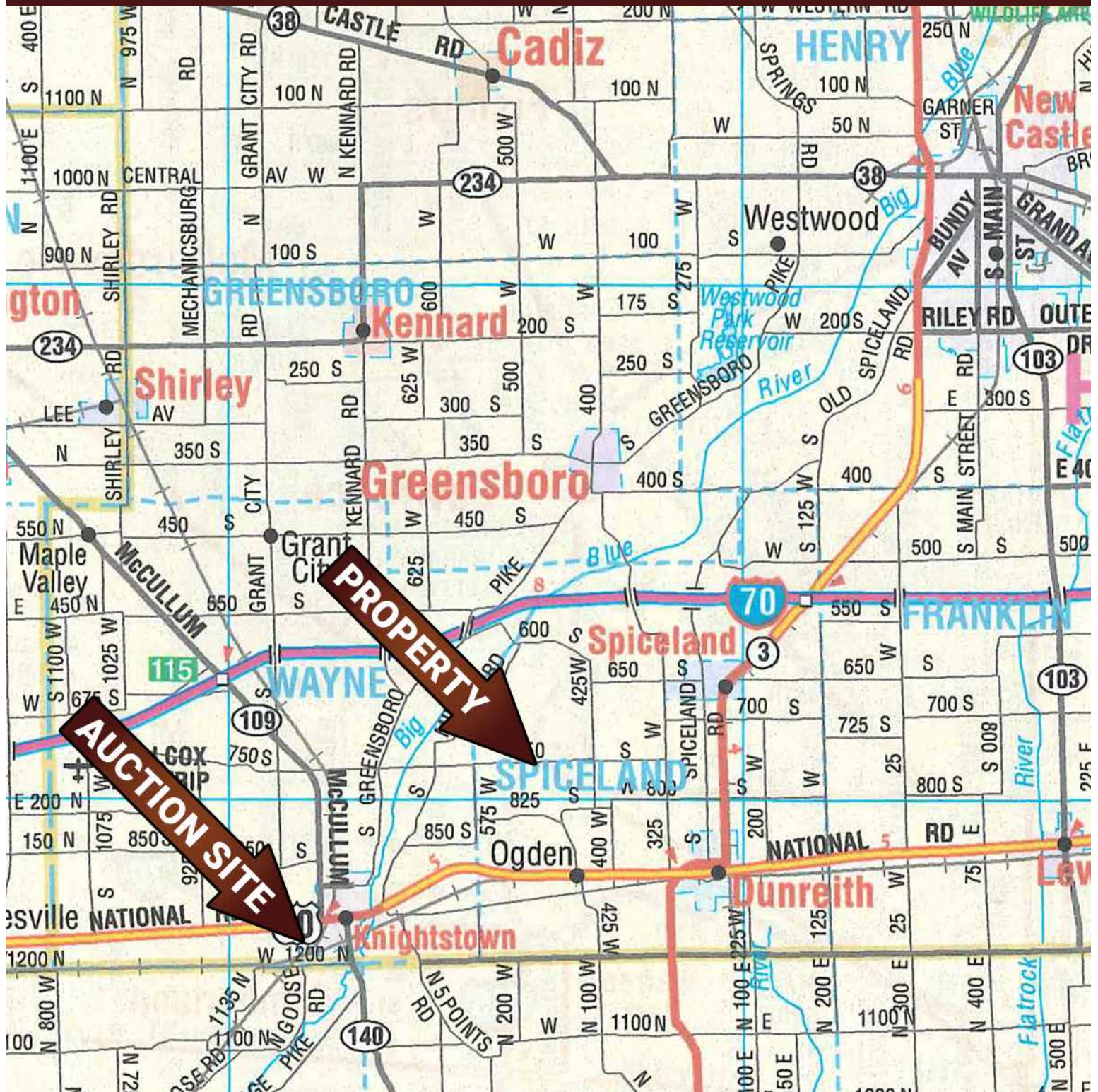
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.

LOCATION & TRACT MAPS

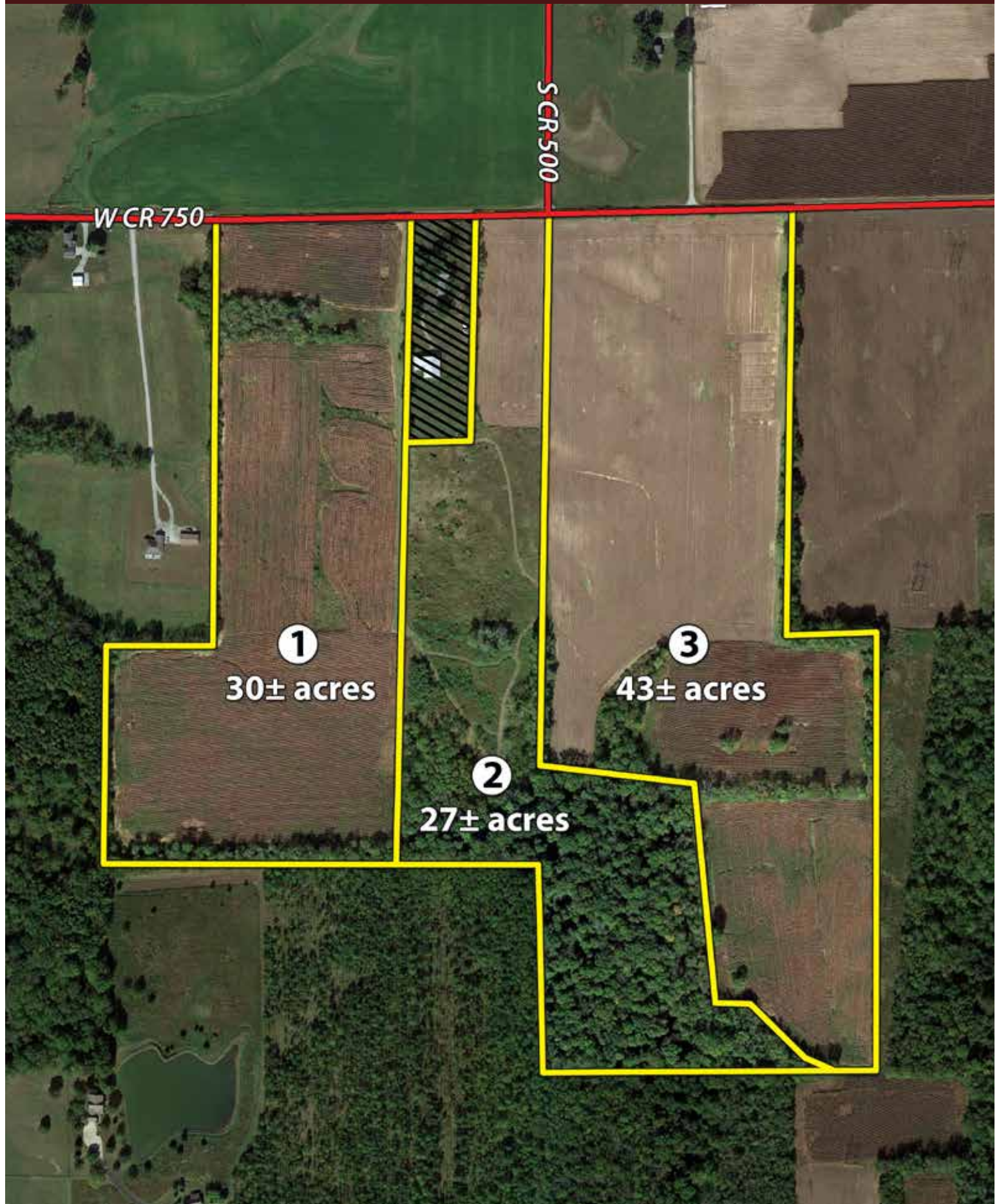
LOCATION & TRACT MAPS



AUCTION SITE: Knightstown Sunset Park, 206 S Hill Ave Knightstown, IN • From the intersection of HWY 40 & HWY. 109, travel 1 block West on HWY 40 to Hill St. Then South 1 block to the park on the right.

PROPERTY LOCATION: 2 miles North of Knightstown at the intersection of CR 750 S & CR 500 W or from I-70 & HWY 109, travel South 1 mile to CR 750 S then East 2 miles. Property on the South side or from the stockyards at HWY 40, travel North on S Mill Rd to CR 750 S then East 1 mile. Property on the South side of road.

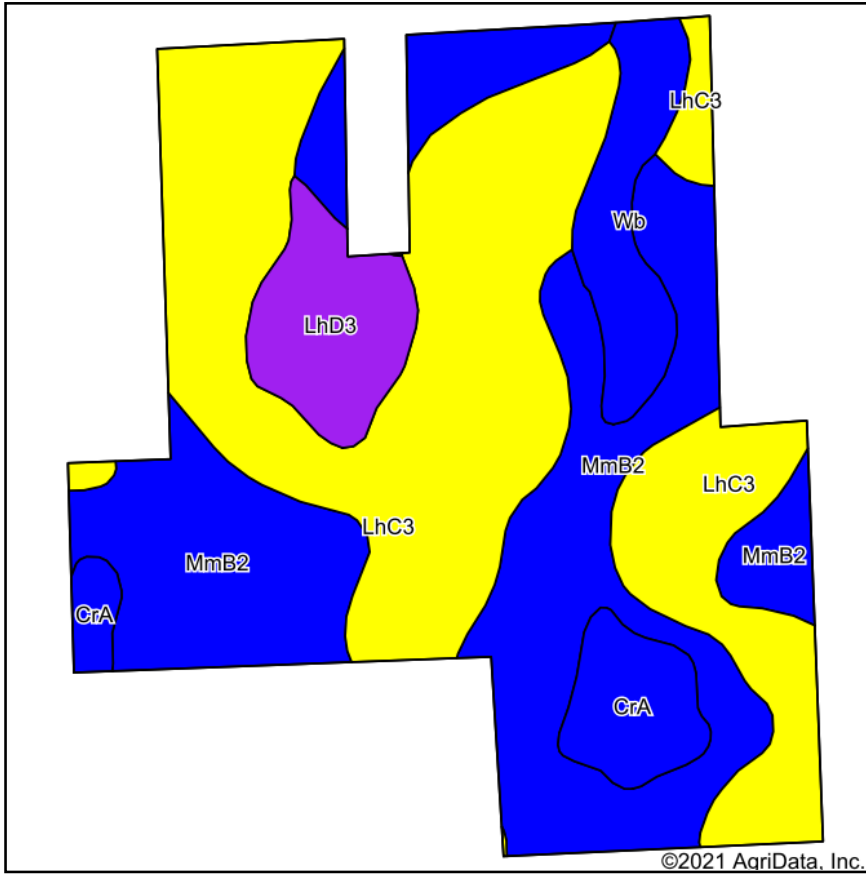
LOCATION & TRACT MAPS



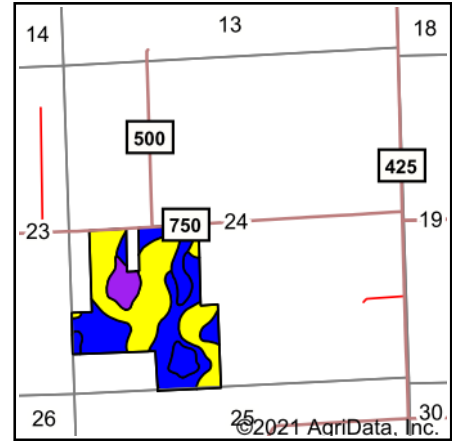
MAPS

SURETY SOILS MAP

Soils Map



Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Henry**
 Location: **24-16N-9E**
 Township: **Spiceland**
 Acres: **103.55**
 Date: **7/6/2021**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By:

surety
 CUSTOMIZED ONLINE MAPPING
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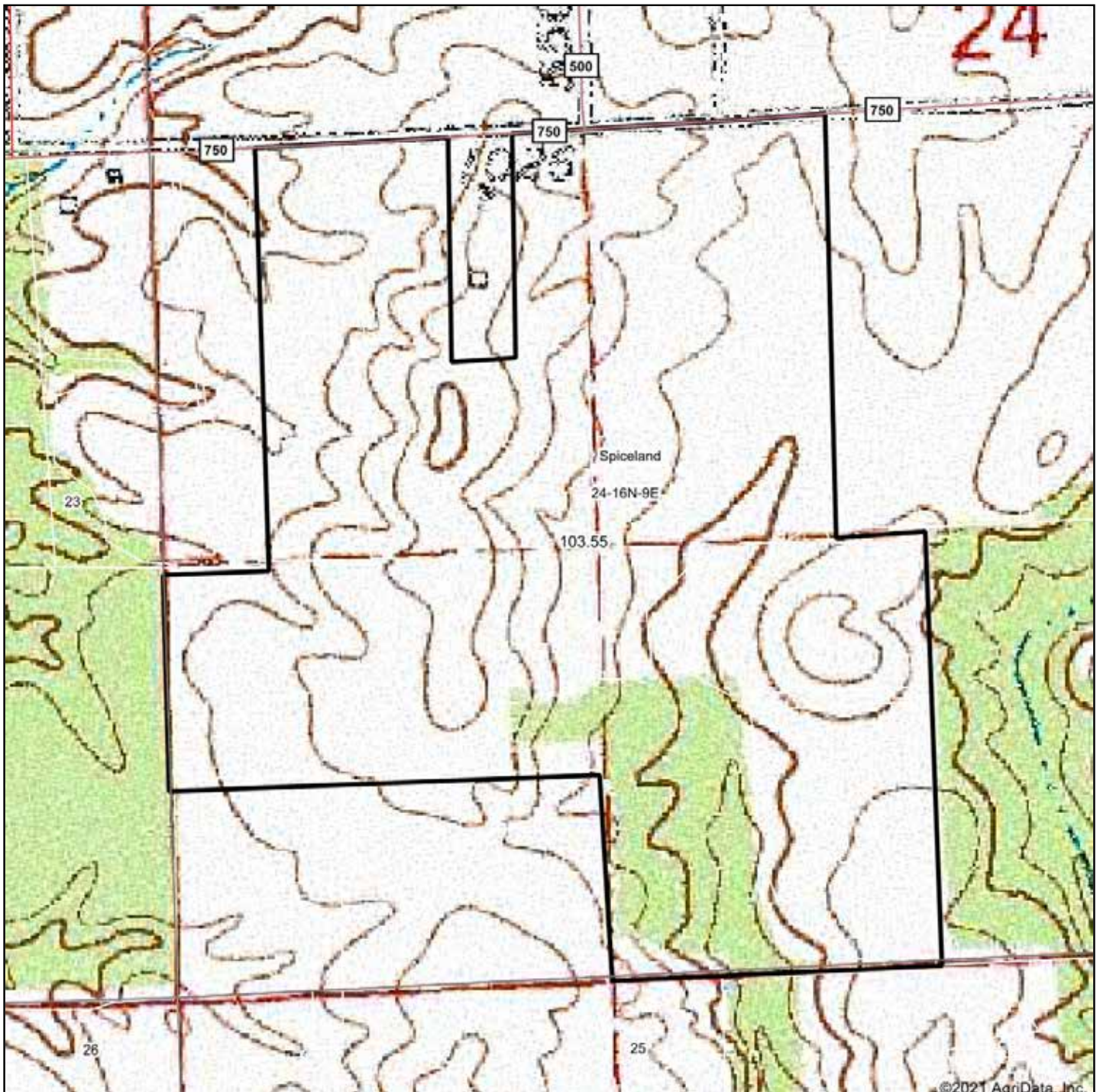
Area Symbol: IN065, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Grass legume hay	Pasture	Soybeans	Winter wheat
LhC3	Losantville clay loam, 6 to 12 percent slopes, severely eroded	47.29	45.7%		Ive	111	4	7	38	49
MmB2	Miamian silt loam, New Castle Till Plain, 2 to 6 percent slopes, eroded	38.15	36.8%		Ile	127	4	8	45	57
LhD3	Losantville clay loam, 12 to 18 percent slopes, severely eroded	6.63	6.4%		Vle	90	3	6	32	41
Wb	Washtenaw silt loam	6.02	5.8%		Ilw	165	5	11	49	66
CrA	Crosby silt loam, New Castle Till Plain, 0 to 2 percent slopes	5.46	5.3%		Ilw	142	5	9	52	55
Weighted Average						120.3	4	7.6	41.6	52.7

Soils data provided by USDA and NRCS.

TOPOGRAPHY MAP

Topography Map

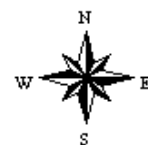


map center: 39° 49' 12.14, -85° 28' 50.59

0ft 485ft 970ft



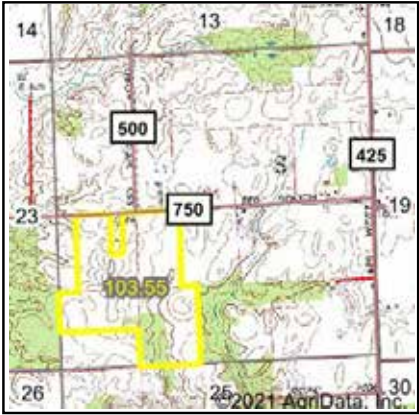
24-16N-9E
Henry County
Indiana



7/6/2021

WETLANDS MAP

Wetlands Map



State: **Indiana**
Location: **24-16N-9E**
County: **Henry**
Township: **Spiceland**
Date: **7/6/2021**



Maps Provided By
 **surety**
CUSTOMIZED ONLINE MAPPING
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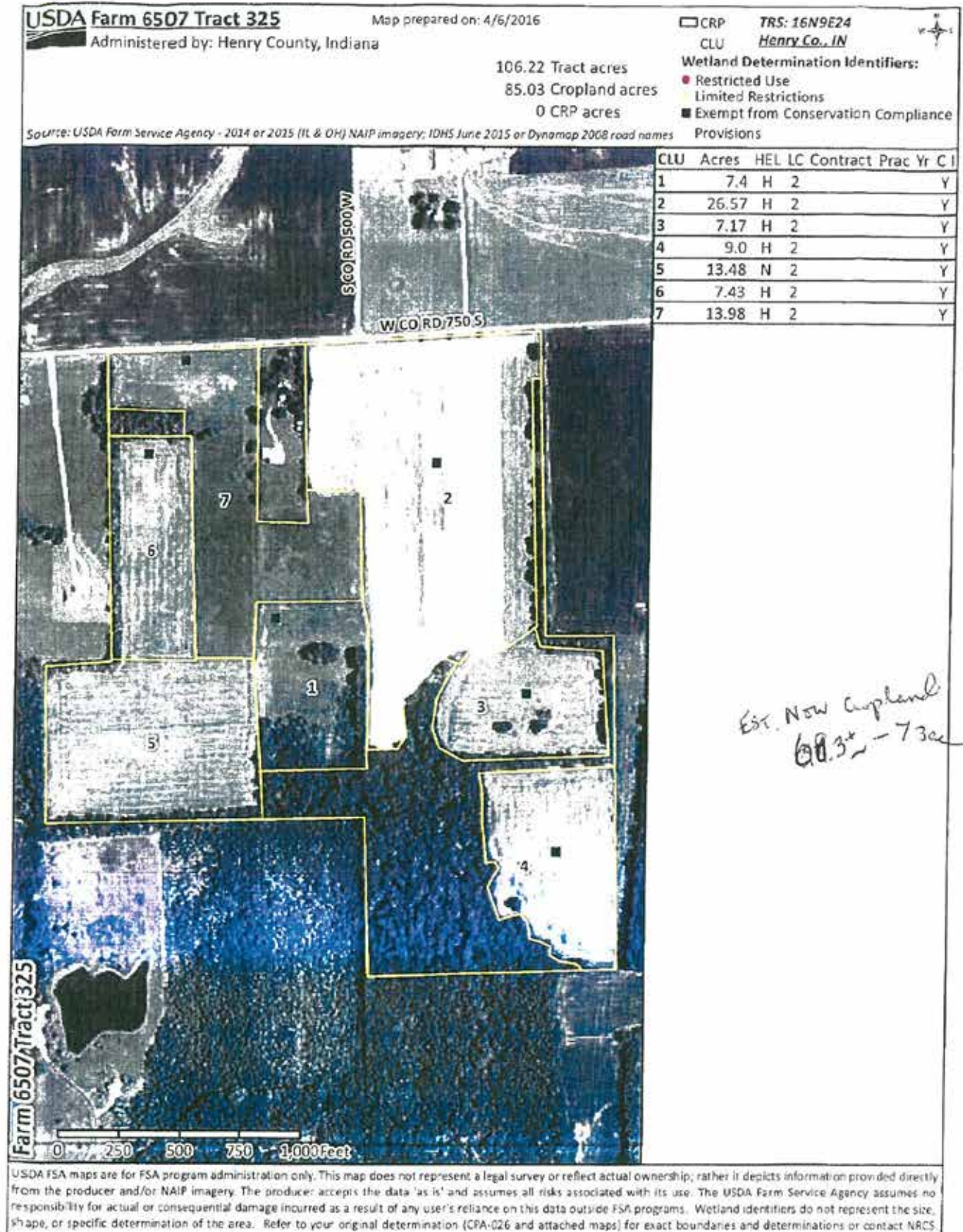
0ft 686ft 1371ft

Classification Code	Type	Acres
	Total Acres	0.00

Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>

FSA INFORMATION

FSA INFORMATION



FSA INFORMATION

INDIANA
HENRY

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 6507

Prepared : 5/27/21 1:59 PM

Crop Year : 2021

Operator Name : ~~DAVE LAMMER~~
Farms Associated with Operator : 18-065-276, 18-065-6507, 18-065-6508, 18-065-6509, 18-065-6510, 18-065-6512, 18-065-6515, 18-065-6988, 18-065-8871, 18-065-8872, 18-065-8873
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
106.22	85.03	85.03	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	85.03	0.00		0.00		0.00	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	PLC Yield	HIP
Corn	28.70	0.00	130	
Soybeans	24.60	0.00	39	0

TOTAL 53.30 0.00

NOTES

Tract Number : 325
Description : D11/1A S24 T 16N R 9E
FSA Physical Location : INDIANA/HENRY
ANSI Physical Location : INDIANA/HENRY
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : JAVCA LLC
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
106.22	85.03	85.03	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	85.03	0.00	0.00	0.00	0.00	0.00

FSA INFORMATION

INDIANA
HENRY
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 6507

Prepared : 5/27/21 1:59 PM

Crop Year : 2021

DCP Crop Data

Tract 325 Continued ...

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	28.70	0.00	130
Soybeans	24.60	0.00	39
TOTAL	53.30	0.00	

NOTES

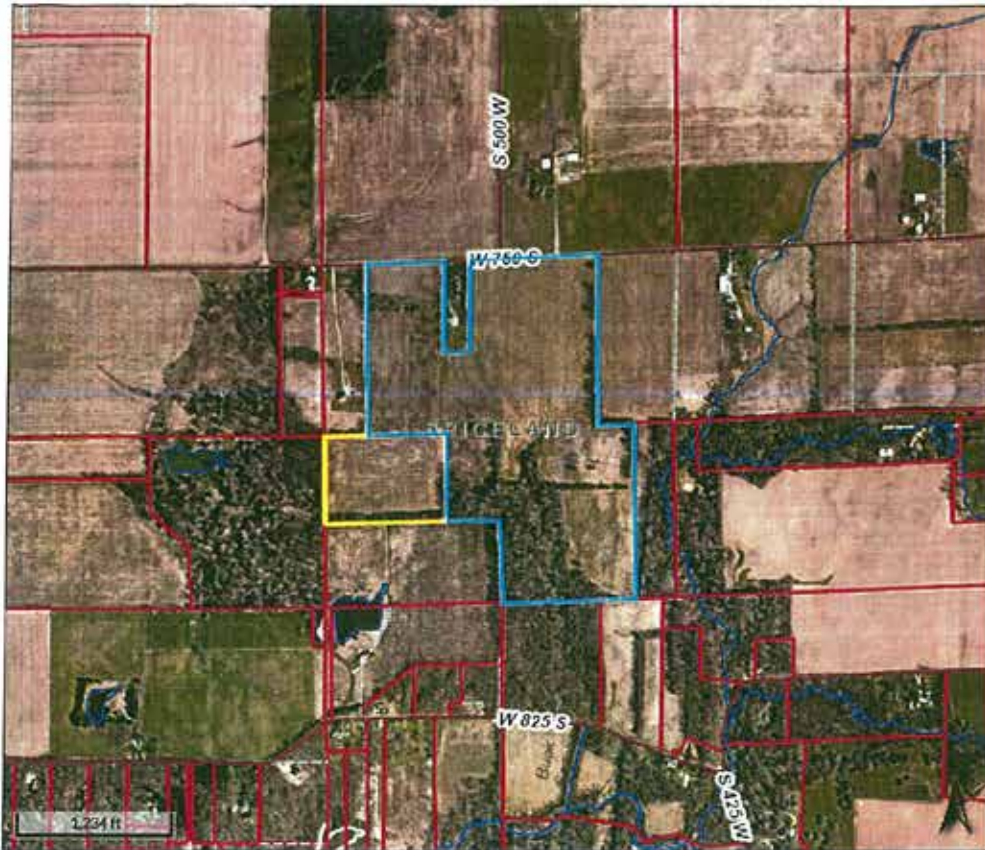
In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

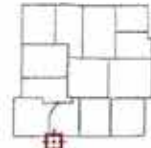
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.asc.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-8982. Submit your completed form or letter to USDA by (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue SW Washington D.C. 20250-9410 (2) fax (202) 690-7442 or (3) e-mail program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

PROPERTY REPORT CARDS

PROPERTY REPORT CARDS



Overview



Legend

Streets

- ALLEY
- COUNTY
- INTERSTATE
- PRIVATE
- SERVICE
- STATE Highway
- TOWN
- US Highway
- Railroads

Parcels

- Original Parcel Lines
- Town Boundary
- Townships

Neighbors

- DELAWARE
- FAYETTE
- HANCOCK
- MADISON
- RANDOLPH
- RUSH
- WAYNE

Water Features

- MAJOR
- COUNTY
- OPEN
- POND
- RESERVOIR
- FARM LAGOON

Parcel ID 012-00522-00 Alternate ID 33-16-24-000-306.000-024
Sec/Twp/Rng 24-16N-09E Class Vacant Land
Property Address Acreage 83.79
District SPICELAND TOWNSHIP
Brief Tax Description PTSW1/4 24-16-9 83.79A
(Note: Not to be used on legal documents)

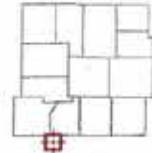
Owner Address JAVCA LLC
30 SHOSHONE DR
CARMEL, IN 46032

This data is intended for informational and research purposes only, and is not a substitute for a field survey. By accepting the terms of service, you have agreed to place no liabilities on the owners of this site, the Henry County GIS Office, or the originators of the data contained on this web site.

PROPERTY REPORT CARDS



Overview



Legend

Streets

- ALLEY
- COUNTY
- INTERSTATE
- PRIVATE
- SERVICE
- STATE Highway
- TOWN
- US Highway

Railroads

- Railroads
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- MADISON
- RANDOLPH
- RUSH
- WAYNE

Water Features

- MAJOR
- COUNTY
- OPEN
- POND
- RESERVOIR
- FARM LAGOON

Parcel ID 012-00517-00 Alternate ID 33-16-24-000-302000-024
Sec/Twp/Rng 24-16N-09E Class Vacant Land
Property Address Acreage 17.001
District SPICELAND TOWNSHIP
Brief Tax Description PT W1/2 SW1/4 24-16-9 17A
(Note: Not to be used on legal documents)

Owner Address JAVCA LLC
30 SHOSHONE DR
CARMEL, IN 46032

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PRELIMINARY TITLE

PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
Fidelity National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: IN Title Company/New Castle
Issuing Office: 1319 Indiana Ave, New Castle, IN 47362
ALTA® Universal ID: N/A
Loan ID Number:
Commitment Number: 20211590
Issuing Office File Number: 20211590
Property Address: 83.79A W CR 750 S., Spiceland, IN 47385
17A W CR 750 S., Spiceland, IN 47385

Revision Number:

1. Commitment Date: July 01, 2021 at 8:00 A.M.

2. Policy to be issued:		Proposed Policy Amount
(a) ALTA Owner's Policy	Standard	\$100,000.00
Proposed Insured:	Buyer with contractual obligations under a loan agreement with the vested owner identified in Item 4 below.	
(b) ALTA Loan Policy	Standard	\$100,000.00
Proposed Insured:	Lender with contractual obligations under a loan agreement with the vested owner identified in Item 4 below.	

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple


4. Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:

JAVCA, LLC

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Fidelity National Title Insurance Company
By IN Title Company, Agent


Authorized Countersignature
IN Title Company, New Castle, Indiana

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

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File No. 20211590

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 1 of 2



PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
Fidelity National Title Insurance Company

EXHIBIT "A" LEGAL DESCRIPTION

Commencing 20 rods West of the Southwest corner of the Southeast quarter of Section 24, Township 16 North, Range 9 East, and running thence West 60 rods to the Southwest corner of the East half of the Southwest quarter of said section; thence North 40 rods to the Northwest corner of the South half of the Southeast quarter of the Southwest quarter of said section; thence West 80 rods to the West line of said Southwest quarter section; thence North 40 rods to the Southwest corner of the Northwest quarter of the Southwest quarter of said section; thence East 20 rods; thence North 80 rods to the North line of said Southwest quarter; thence East 108 rods; thence South 80 rods to the South line of the Northeast quarter of the Southwest quarter of said section; thence East 12 rods; thence South 80 rods to the place of beginning, containing 104 acres, more or less, and being in the Southwest quarter of Section 24, Township 16 North, Range 9 East.

EXCEPT: A part of the Southwest quarter of Section 24, Township 16 North, Range 9 East, Henry County, Indiana, being described as follows: Beginning at a Mag Nail on the North line of the Southwest quarter of Section 24, Township 16 North, Range 9 East, said Mag Nail being North 87 degrees 10 minutes 49 seconds East (assumed bearing) 942.14 feet from the 5/8 inch iron rod at the Northwest corner of said Southwest quarter; thence North 87 degrees 10 minutes 49 seconds East 200.00 feet along the North line of said Southwest quarter to a Mag Nail; thence South 00 degrees 03 minutes 29 seconds East 700.00 feet to a 5/8 inch iron rod with yellow cap stamped "Miller Survey"; thence South 87 degrees 10 minutes 49 seconds West 200.00 feet parallel with the North line of said Southwest quarter to a 5/8 inch iron rod with yellow cap stamped "Miller Survey"; thence North 00 degrees 03 minutes 29 seconds West 700.00 feet to the point of beginning, containing 3.210 acres, more or less. ✓

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



PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
Fidelity National Title Insurance Company

Requirements

File No.: 20211590

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed 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:
 - A. Warranty Deed to be executed from JAVCA, LLC to To Be Determined.
 - B. We must be furnished copies of proper corporate resolutions authorizing the sale of the premises and setting forth the names of the individuals authorized to execute the deed.
 - C. We require that a copy of the Operating Agreement for JAVCA, LLC be submitted for examination.
 - D. Mortgage to be executed by To Be Determined to To Be Determined
 - E. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
 - F. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.

IF THERE IS A MORTGAGE SHOWN ABOVE THAT IS AN EQUITY LINE MORTGAGE, A FULL SATISFACTION OF THE MORTGAGE MUST BE OBTAINED AND ALL CREDIT CARDS OR THE BALANCE OF VERIFIED UNUSED ACCOUNT CHECKS MUST BE SENT TO THE MORTGAGEE TOGETHER WITH A REQUEST FROM THE MORTGAGOR INSTRUCTING THE MORTGAGEE TO CLOSE THE ACCOUNT.

Satisfactory evidence shall be produced that all improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and material men are all paid in full.

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File No. 20211590

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 1 of 2



PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
Fidelity National Title Insurance Company

Requirements

Disclosure of Sale Information Form completed by Buyer and Seller as required by Indiana Law accompanying the Deed for Transfer.

Beginning July 1, 2009, HEA 1374 (IC 27-7-3.7) concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of "good funds" as defined in the Act.

Beginning July 1, 2006, any document to be recorded must contain a statement in the following form "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)", before the document will be accepted for recording by the County Recorder. Failure to comply will result in a delay or cancellation of closing. Further, as of July 1, 2006, there will be an additional \$5.00 charge per policy, as a fee required by Indiana Statute for the State of Indiana's Title Insurance Enforcement Fund.

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File No. 20211590

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 2 of 2



PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
Fidelity National Title Insurance Company

Exceptions

File No.: 20211590

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:

Standard Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

Note: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Note: The Company has performed a judgment search versus the owner as shown in Schedule A, Item 4, and none were found unless shown in Schedule B.

Special Exceptions:

7. The acreage indicated, if any, in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.

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PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
Fidelity National Title Insurance Company

Exceptions

8. Taxes for the year 2020 in the amount of \$510.00 each installment due May 10, 2021 and November 10, 2021. May installment PAID. November installment PAID. Taxes for the year 2021 due and payable in 2022 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Annual Conservancy assessment in the amount of \$21.83 due and payable May 10, 2021; PAID.

Parcel Number 012-00522-00 (#33-16-24-000-306.000-024)

9. Taxes for the year 2020 in the amount of \$155.00 each installment due May 10, 2021 and November 10, 2021. May installment PAID. November installment PAID. Taxes for the year 2021 due and payable in 2022 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Annual Conservancy assessment in the amount of \$6.63 due and payable May 10, 2021; PAID.

Parcel Number 012-00517-00 (#33-16-24-000-302.000-024)

10. Right of Way Easement granted to Public Service Company of Indiana, Inc. in Deed Record 261, Pages 63-64 recorded August 12, 1981; ASSIGNED to Indiana Municipal Power Agency in Deed Record 274, Pages 206-286 recorded December 19, 1985.
11. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
12. Rights of the Public, the State of Indiana, and County of Henry and the municipality in and to that part of the premises taken or used for road purposes.
13. Right of way for drainage, flow and maintenance of Legal Ditch (or Legal Drain) as set forth in IC 36-9-27-33.

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PRELIMINARY TITLE



Fidelity National Title
Insurance Company

Commitment No. 20211590

**COMMITMENT FOR TITLE INSURANCE ISSUED
BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY**

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida 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 **90 days** after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

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PRELIMINARY TITLE

- (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; and
 - (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.
 - (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.

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PRELIMINARY TITLE

- (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; and
 - (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.
 - (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.

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PRELIMINARY TITLE

- (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>.

Fidelity National Title Insurance Company



By: _____

ATTEST

President

Secretary

Secretary

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PRELIMINARY TITLE

Parcel No. 69 3024 **ORIGINAL** Henry 63 County
#972 Gwynneville-Greensboro Spice Land Township

RIGHT OF WAY EASEMENT

THIS INDENTURE, made this 13th day of July, 1981, by and between Lillian Collins, Malvin S. Smith and Victoria T. Smith, husband and wife whose address is R. #1 Box 210, Spice Land, Indiana 47385 of the County of Henry, State of Indiana (hereinafter called the "Grantor", whether one or more) and PUBLIC SERVICE COMPANY OF INDIANA, INC., an Indiana corporation, and its successors and assigns, (hereinafter called the "Grantee").

WITNESSETH: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which Grantor hereby acknowledges, Grantor hereby conveys and warrants to Grantee a permanent and perpetual right-of-way and easement for an electrical transmission power line with the right to the Grantee to locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, supporting structures, conductors and all necessary or useful facilities and equipment with respect to such line for transmitting electric energy, including supporting members, wires, cables, guys, anchors, grounding system and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in the County of Henry, and State of Indiana, to-wit:

A parcel of land described as follows:

Beginning at the most southeast property corner of the land of Grantor that lies in the Southwest Quarter (SW 1/4) of Section 24, Township 16 North, Range 9 East, thence west along the south line of the Southwest Quarter (SW 1/4) of Section 24, Township 16 North, Range 9 East for a distance of approximately one hundred twenty-three (123) feet to a point, thence North 5° 11' East for a distance of approximately one thousand seventeen (1017) feet to a point on an east property line of the land of Grantor, thence south along said east property line for a distance of approximately one thousand ten (1010) feet to the place of beginning.

Which parcel of land is located in that part of the land of Grantor which lies in the Southwest Quarter (SW 1/4) of Section 24, Township 16 North, Range 9 East and containing in the above described parcel of land 1.43 acres, more or less.

**DULY ENTERED
FOR TAXATION**

AUG 12 1981

Richard C. Bailey
Auditor Henry County

RECEIVED FOR RECORD
AT 12:20 O'CLOCK P.M.
AND RECORDED IN RECORD 661
PAGE 63 - FEE \$ 1.50
AUG 12 1981

Marjorie Lopez
RECORDED HENRY COUNTY

PRELIMINARY TITLE

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TOGETHER with the right to the Grantee: To cut, to control or eliminate by chemical means, any trees, overhanging branches and vegetation, and at its option to remove from the Premises or the lands of the Grantor adjoining the same on either side, obstacles or obstructions which may endanger the safety or interfere with the installation, use, or enjoyment of all or any of Grantee's Facilities: to add to the number of and relocate at any time or times all of Grantee's Facilities; and of ingress and egress to, over and from any necessary portion of Grantor's real estate to the Premises by way of established roads or lanes at any and all times for the purposes of exercising and enjoying any and all the rights hereby vested in Grantee, exclusive of any emergency situations that might arise.

Grantor warrants that ~~(undisclosed)~~ (they) ~~(is)~~ (are) the owner(s) in fee simple of the Premises across which the aforementioned right-of-way is granted and ~~(has)~~ (have) full, free and unencumbered right to make such grant.

It is understood and agreed:

1. Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on the Premises and shall pay Grantor all damages done to crops and livestock on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities, provided claims for such damages, if any, are filed with the Grantee at its Plainfield office or with Grantee's representative within thirty (30) days after such damages occur, provided that if such damages are not reasonably foreseen by the Grantor, such time limitations shall commence only after the Grantor has reasonable notice and/or awareness of any damage.
2. Grantor shall have the right to cultivate or otherwise use the easement strip in any way not inconsistent with the easement hereby granted; provided, the Grantor, including successors and assigns, shall not cause any building, structure or other obstruction to be constructed and placed upon any portion of the easement strip.
3. Grantor hereby consents and agrees that this Right-of-Way Easement, and all rights conveyed to Grantee hereunder, may be assigned or transferred by Grantee at any time without further consent on the part of Grantor, but Grantee shall thereafter notify Grantor of the name of the party to whom any such assignment or transfer has been made.
4. This indenture contains all the terms and conditions of this easement, express or implied, between the parties hereto and, shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective representatives, heirs, successors, assigns, lessees, and licensees.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hands and seal g the day and year first above written.

Lillian Collins (SEAL) Victoria T. Smith (SEAL)
Lillian Collins Victoria T. Smith
Melvin S. Smith (SEAL) _____ (SEAL)
Melvin S. Smith
STATE OF ~~XXXXXX~~ FLORIDA) SS:
COUNTY OF Sanasota

Personally appeared before me, the undersigned, a Notary Public in and for the said county and state, Lillian Collins, and acknowledged the execution of the foregoing instrument to be her voluntary act and deed.

WITNESS my hand and notarial seal, this 13th day of July, 1981.

My Commission Expires: _____

County of Residence: _____

STATE OF INDIANA) SS:

COUNTY OF Henry

Personally appeared before me, the undersigned, a Notary Public in and for the said county and state, Melvin S. Smith and Victoria T. Smith, husband and wife, and acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal, this 13th day of July, 1981.

County of Residence: Henry

My Commission Expires: July 13 1982

Approved as to:

Form Execution Recording

2-6-81 8-10-81

716 716

This instrument was prepared by:
Frank T. Lewis, Attorney-at-Law
1000 East Main Street
Plainfield, Indiana 46168

3524

PRELIMINARY TITLE

DR 274
pg 5
250-10

6354

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INSTRUMENT OF CONVEYANCE, TRANSFER AND
ASSIGNMENT OF COMMON AND BULK
ELECTRIC TRANSMISSION FACILITIES

THIS INDENTURE, executed and delivered this 19th day of December, 1985, by Public Service Company of Indiana, Inc., an Indiana corporation (hereinafter called "Grantor") to Indiana Municipal Power Agency, a body corporate and politic and a political subdivision of the State of Indiana (hereinafter called "Grantee"),

WITNESSETH:

WHEREAS, Grantor pursuant to that certain Transmission and Local Facilities Ownership, Operation and Maintenance Agreement ("Agreement"), made and entered into by and between Grantor and Grantee, dated as of the 5th day of November, 1986; and pursuant to authorization and approval of the Public Service Commission of Indiana for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which by said Grantor is hereby acknowledged and confessed, hereby convey and warrant to Grantee, its successors and assigns, certain high voltage electric common and bulk transmission facilities used or to be used in its electric utility service;

NOW, THEREFORE, in consideration of the premises and promises and of the payment of cash and other good and valuable consideration by the Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby makes the following conveyance, transfer and assignment to Grantee:

PRELIMINARY TITLE

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I.

Grantor has granted, conveyed, transferred, assigned, set over, delivered and warranted and, by these presents, does hereby grant, convey, transfer, assign, set over, deliver and warrant unto Grantee, its successors and assigns, the fee simple interest in the following described real estate, together with all electric transmission substation improvements thereon and all and singular tenements, hereditaments and appurtenances belonging or in anywise appertaining thereto:

FRANKFORT 230 KV SUBSTATION, CLINTON COUNTY, INDIANA
(230/69 KV), IDENTIFICATION NO. 227.00.

A tract of land located in the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section 6, Township 21 North, Range 1 West, Clinton County, Indiana, more particularly described as follows:

Beginning at a point on the North line of Section 6, Township 21 North, Range 1 West, which point is three thousand three hundred seventy-five (3375) feet West from the Southeast corner of Section 31, Township 22 North, Range 1 West; thence West (assumed bearing) along the North line of Section 6, five hundred (500) feet to a point; thence South, five hundred (500) feet to a point; thence East, five hundred (500) feet to a point; thence North five hundred (500) feet to the point of beginning and containing in said tract of land 6.74 acres, more or less.

Subject to all legal rights-of-way.

Subject to the perpetual easement to Tipmont Rural Electric Membership Corp. and right to enter upon and to lay, install, repair, maintain, reconstruct or remove an electric underground cable line, together with all necessary and convenient appurtenances attached thereto, and to operate thereof a system for the transmission of electricity in, upon, along, over and under the following described real estate situated in the County of Clinton, in the State of Indiana, to-wit:

A strip of land ten (10) feet in width, lying five (5) feet wide on both sides of the center line of the electric cables as placed or as hereafter placed in or upon said real estate, approximately coincident with a route described as follows:

Beginning at a point 3375 feet West and 17 feet South of the Northeast corner of Section 6, Township 21 North, Range 1 West, Clinton County, Indiana, thence extending 185 feet West to a point tangent to a curve concave to the Southeast, having a radius of 30 feet, Westerly and Southerly 47.12 feet

PRELIMINARY TITLE

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assigns, to and for its and their own proper use and behoof forever.

II.

Grantor by these presents does hereby grant, convey, transfer assign, set over, deliver and warrant unto Grantee, its successors and assigns the following described property and facilities in the State of Indiana, consisting of high voltage common and bulk electric transmission facilities located on the perpetual easements set forth in Division III hereof, together with all improvements thereon and all and singular tenements, hereditaments and appurtenances belonging or in anyway appertaining thereto, identified and described on Exhibit A, consisting of nine (9) pages, attached hereto and incorporated herein by reference.

TO HAVE AND HOLD such property and facilities to Grantee, its successors and assigns to and for its and their own proper use and behoof thereof.

III.

Grantor does hereby grant, convey, transfer, assign, set over and deliver unto Grantee, its successors and assigns the perpetual easement interest and right in and to the real estate more specifically identified and described on Exhibit B, consisting of sixty two (62) pages, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the perpetual easement interests in such real estate and such rights in said real estate and the electric transmission facilities conveyed under Division II and the real estate conveyed by this Division III to Grantee, its successors and

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assigns to and for its and their own proper use and behoof thereof.

IV.

Grantor covenants with Grantee that Grantor will execute and deliver to Grantee such further instruments as may be necessary or advisable in order to evidence the complete conveyance, transfer and assignment of Grantor's property and property rights to Grantee if, for any reason, any property or property right is not included in this instrument.

V.

Grantor by these presents does hereby grant, convey, transfer, assign, set over, deliver and warrant unto Grantee, its successors and assigns an easement and right-of-way for the purpose of constructing, erecting, maintaining, operating, inspecting, patrolling, repairing, replacing and/or removing high voltage electric fixtures, including structures, together with the anchors, guys, wires, conductors, cables, insulators and appurtenances and other appliances, fixtures and apparatus attached thereto for the transmission of electrical energy over, along and across the following described strip of land hereinafter called the easement strip located in Vigo County, Indiana, more particularly described as follows, to-wit:

DRESSER SUB. PROPERTY

A strip of land one hundred fifty (150) feet in width, lying seventy-five (75) feet wide on both sides of a center line, more particularly described as follows:

Beginning at a point on the east line of the Northeast Quarter (NE 1/4) of Section 16, Township 14 North, Range 10 West, said point being one thousand three hundred forty-two and one tenth (1342.1) feet south of the northeast corner of said Northeast Quarter (NE 1/4), said line runs on a bearing of North 38° 10' East for a distance of sixty-one and one tenth (61.1) feet; thence by deflecting an angle of 27° 03'

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20° to the left, said line continues on a bearing of North 11° 08' 40" East for a distance of approximately one thousand (1000) feet to the point of terminus.

Which strip of land is located in the Northwest Quarter (NW 1/4) of Section 14, Township 11 North, Range 10 West, in Vigo County, Indiana, and containing in the above described easement strip 3.65 acres, more or less, and the following described real estate:

Beginning at Structure No. 999/6222 on the books and records of Public Service Company of Indiana, Inc. (hereinafter noted as PSI), said structure being located on the land of PSI in the Northwest Quarter (NW 1/4) of Section 18, Township 17 North, Range 9 West; thence South 49° 25' 19" West for a distance of 2625.8 feet to an angle point; thence by deflecting an angle of 22° 54' 00" to the right, said line continues on a bearing of South 72° 19' 19" West for a distance of 405.9 feet to a point on a southwesterly property line of the land of PSI.

Which land is located in that part of the land of PSI that lies in the Northeast Quarter (NE 1/4) of Section 16, Township 17 North, Range 9 West, and in the Northwest Quarter (NW 1/4) of Section 18, Township 17 North, Range 9 West.

PSI reserves for itself, its heirs and assigns, all rights to use, operate, and maintain existing structures, roadways, or lines located within or upon said described land and this license applies only the specific rights associated with subject transmission line.

TO HAVE AND TO HOLD the perpetual easement interest in such easement strip and the electric transmission facilities located thereon to Grantee, its successors and assigns and their own proper use and behoof thereof.

VI.

All covenants, stipulations, promises, undertakings, agreements and warranties herein contained by or on behalf of Grantor shall bind Grantor, its successors and assigns, whether or not so specified. Grantor shall be bound by the covenants and warranties set out in the Agreement to the same extent as if set forth herein.

Grantor warrants that the electric transmission facilities being sold and every part thereof are located within the boundaries of, along or on fee land, right-of-way or easements

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legally obtained by Grantor by purchase, condemnation, or statute.

This instrument may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall, together, constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned, being the duly elected officers of Public Service Company of Indiana, Inc., have executed this instrument on behalf of Grantor and represent and certify that they have been duly elected and fully empowered, by proper resolution of the Board of Directors, to execute and deliver this instrument; that Grantor has full corporate authority and capacity to consummate the transaction described herein; and at all necessary corporate action for the making of such conveyance has been taken and done.

PUBLIC SERVICE COMPANY OF INDIANA, INC.

By Darrell V. Menscer
Darrell V. Menscer, President

ATTEST:

Joe E. Rogers
Joe E. Rogers, Secretary

RECEIVED FOR RECORD
AT 3:25 O'CLOCK P.M.
AND RECORDED IN RECORD PAGE 204-146-00
286
DEC 19 1985

STATE OF INDIANA)
COUNTY OF HENDRICKS)

SS:

Judith A. Bunker
RECORDER HENDRICK COUNTY

Before me, a Notary Public in and for said County and State, personally appear Darrell V. Menscer and Joe E. Rogers, the President and Secretary, respectively, of Public Service Company of Indiana, Inc., who acknowledged the execution of the foregoing Instrument of Conveyance for and on behalf of said Grantor and who, having been duly sworn, stated that the representations therein contained are true.

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WITNESS my hand and Notarial Seal, this 19th day of December, 1985.

MADONNA DORE
(Written Signature)

MADONNA DORE
(Printed Signature)
Notary Public

Residing in Marion County, Indiana

My commission expires:

Feb 29, 1988

THIS INSTRUMENT WAS PREPARED BY:
JAMES R. McCLARNON, ATTORNEY AT LAW.



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A strip of land one hundred fifty (150) feet in width lying seventy five (75) feet wide on both sides of a center line, which center line shall be established by connecting the center points of the supporting structures as constructed on the Premises and/or adjoining lands; and which center line is more particularly described as follows:

Beginning at a point on the south property line of the land of Defendants, said point being approximately nine hundred twenty-two (922) feet west of the southeast property corner of the land of Defendants, said center line runs on a bearing of North 5° 11' East for a distance of approximately one thousand two hundred sixty six (1266) feet to a point on the north line of the South Half (S 1/2) of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 25, Township 16 North, Range 9 East, said point being approximately seven hundred eighty eight (788) feet west of the northeast corner of the South Half (S 1/2) of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 25, Township 16 North, Range 9 East.

Which strip of land is located in that part of the land of Defendants which lies in the South Half (S 1/2) of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 25, Township 16 North, Range 9 East, and containing in the above described easement strip 4.36 acres, more or less..

Parcel No. 66.

That certain easement entered into by and between Jack L. Garvin and Lois E. Garvin, husband and wife, grantors, and Public Service Company of Indiana, Inc., grantee, which easement was executed on the 2nd day of April, 1981, and recorded on the 15th day of April, 1981, in the Office of the Recorder of Henry County, State of Indiana, in Record 260, Page 68.

Parcel No. 67.

No right-of-way required.

Parcel No. 68.

That certain easement entered into by and between Ben J. Knotts and Ruth L. Knotts, husband and wife, grantors, and Public Service Company of Indiana, Inc., grantee, which easement was executed on the 2nd day of April, 1981, and recorded on the 15th day of April, 1981, in the Office of the Recorder of Henry County, State of Indiana, in Record 260, Page 63.

Parcel No. 69.

That certain easement entered into by and between Lillian Collins; Melvin S. Smith and Victoria T. Smith, husband and wife, grantors, and Public Service Company of Indiana, Inc., grantee, which easement was executed on the 18th day of July,

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1981, and recorded on the 12th day of August, 1981, in the Office of the Recorder of Henry County, State of Indiana, in Record 261, Page 63.

Parcel No. 70.

That certain easement entered into by and between Loyd L. Coffman and Mary E. Coffman, husband and wife, grantors, and Public Service Company of Indiana, Inc., grantee, which easement was executed on the 26th day of March, 1981, and recorded on the 6th day of April, 1981, in the Office of the Recorder of Henry County, State of Indiana, in Record 260, Page 26.

Parcel No. 71.

That certain easement entered into by and between Max L. Garner and Joyce A. Garner, husband and wife, grantors, and Public Service Company of Indiana, Inc., grantee, which easement was executed on the 3rd day of April, 1981, and recorded on the 15th day of April, 1981, in the Office of the Recorder of Henry County, State of Indiana, in Record 260, Page 61.

Parcel No. 72.

That certain easement entered into by and between Willard M. Avery, a married adult, grantor, and Public Service Company of Indiana, Inc., grantee, which easement was executed on the 9th day of April, 1981, and recorded on the 22nd day of April, 1981, in the Office of the Recorder of Henry County, State of Indiana, in Record 260, Page 108.

Parcel No. 73.

No right-of-way required.

Parcel No. 74.

That certain easement entered into by and between Claude E. Sparks and Rozetta A. Sparks, husband and wife, grantors, and Public Service Company of Indiana, Inc., grantee, which easement was executed on the 13th day of May, 1981, and recorded on the 26th day of May, 1981, in the Office of the Recorder of Henry County, State of Indiana, in Record 260, Page 279.

Parcel No. 75.

That certain easement entered into by and between Danny Lee Day and Sharon Day, husband and wife, grantors, and Public Service Company of Indiana, Inc., grantee, which easement was executed on the 13th day of May, 1981, and recorded on the 2nd day of June, 1981, in the Office of the Recorder of Henry County, State of Indiana, in Record 260, Page 326.

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Aerial Map



Map Center: 39° 49' 10.85, -85° 28' 51.95

0ft 662ft 1325ft

24-16N-9E
Henry County
Indiana

Maps Provided By:
 **surety**
CUSTOMIZED ONLINE MAPPING
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5/18/2021

PRELIMINARY TITLE

Parcel No. 69 3024 **ORIGINAL** Henry 63 County
#972 Gwynneville-Greensboro Spiceland Township

RIGHT OF WAY EASEMENT

THIS INDENTURE, made this 13th day of July, 19 81, by and between Lillian Collins, Melvin S. Smith and Victoria T. Smith, husband and wife whose address is R. #1 Box 210, Spiceland, Indiana 47385 of the County of Henry, State of Indiana (hereinafter called the "Grantor", whether one or more) and PUBLIC SERVICE COMPANY OF INDIANA, INC., an Indiana corporation, and its successors and assigns, (hereinafter called the "Grantee").

WITNESSETH: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which Grantor hereby acknowledges, Grantor hereby conveys and warrants to Grantee a permanent and perpetual right-of-way and easement for an electrical transmission power line with the right to the Grantee to locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, supporting structures, conductors and all necessary or useful facilities and equipment with respect to such line for transmitting electric energy, including supporting members, wires, cables, guys, anchors, grounding system and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in the County of Henry, and State of Indiana, to-wit:

A parcel of land described as follows:

Beginning at the most southeast property corner of the land of Grantor that lies in the Southwest Quarter (SW 1/4) of Section 24, Township 16 North, Range 9 East, thence west along the south line of the Southwest Quarter (SW 1/4) of Section 24, Township 16 North, Range 9 East for a distance of approximately one hundred twenty-three (123) feet to a point, thence North 5° 11' East for a distance of approximately one thousand seventeen (1017) feet to a point on an east property line of the land of Grantor, thence south along said east property line for a distance of approximately one thousand ten (1010) feet to the place of beginning.

Which parcel of land is located in that part of the land of Grantor which lies in the Southwest Quarter (SW 1/4) of Section 24, Township 16 North, Range 9 East and containing in the above described parcel of land 1.43 acres, more or less.

**DULY ENTERED
FOR TAXATION**

AUG 12 1981

Richard C. Bailey
Auditor Henry County

RECEIVED FOR RECORD
AT 12:20 O'CLOCK P. M.
AND RECORDED IN RECORD 161
PAGE 63 FEE \$ 1.50
AUG 12 1981

Marjorie Pope
RECORDED HENRY COUNTY

*This is the
key to the legal
description
cut
2-12-81*

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TOGETHER with the right to the Grantee: To cut, to control or eliminate by chemical means, any trees, overhanging branches and vegetation, and at its option to remove from the Premises or the lands of the Grantor adjoining the same on either side, obstacles or obstructions which may endanger the safety or interfere with the installation, use, or enjoyment of all or any of Grantee's Facilities; to add to the number of and relocate at any time or times all of Grantee's Facilities; and of ingress and egress to, over and from any necessary portion of Grantor's real estate to the Premises by way of established roads or lanes at any and all times for the purposes of exercising and enjoying any and all the rights hereby vested in Grantee, exclusive of any emergency situations that might arise.

Grantor warrants that ~~(undesignated)~~ (they) ~~(are)~~ (are) the owner(s) in fee simple of the Premises across which the aforementioned right-of-way is granted and ~~(have)~~ (have) full, free and unencumbered right to make such grant.

It is understood and agreed:

1. Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on the Premises and shall pay Grantor all damages done to crops and livestock on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities, provided claims for such damages, if any, are filed with the Grantee at its Plainfield office or with Grantee's representative within thirty (30) days after such damages occur, provided that if such damages are not reasonably foreseen by the Grantor, such time limitations shall commence only after the Grantor has reasonable notice and/or awareness of any damage.
2. Grantor shall have the right to cultivate or otherwise use the easement strip in any way not inconsistent with the easement hereby granted; provided, the Grantor, including successors and assigns, shall not cause any building, structure or other obstruction to be constructed and placed upon any portion of the easement strip.
3. Grantor hereby consents and agrees that this Right-of-Way Easement, and all rights conveyed to Grantee hereunder, may be assigned or transferred by Grantee at any time without further consent on the part of Grantor, but Grantee shall thereafter notify Grantor of the name of the party to whom any such assignment or transfer has been made.
4. This indenture contains all the terms and conditions of this easement, express or implied, between the parties hereto and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective representatives, heirs, successors, assigns, lessees, and licensees.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hands and seals the day and year first above written.

Lillian Collins (SEAL) Victoria T. Smith (SEAL)
Lillian Collins Victoria T. Smith
Melvin S. Smith (SEAL) _____ (SEAL)
Melvin S. Smith
STATE OF ~~INDIANA~~ FLORIDA) SS:
COUNTY OF Alachua

Personally appeared before me, the undersigned, a Notary Public in and for the said county and state, Lillian Collins, and acknowledged the execution of the foregoing instrument to be her voluntary act and deed.

WITNESS my hand and notarial seal, this 13th day of July, 1981.

My Commission Expires: _____
County of Residence: _____
STATE OF INDIANA) SS:
COUNTY OF Henry

Notary Public
My Comm. Expires: _____
County of Residence: _____
STATE OF INDIANA) SS:
COUNTY OF Henry

Personally appeared before me, the undersigned, a Notary Public in and for the said county and state, Melvin S. Smith and Victoria T. Smith, husband and wife, and acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal, this 20th day of July, 1981.

County of Residence: Henry
My Commission Expires: July 18 1982

Notary Public
My Comm. Expires: _____
County of Residence: _____
STATE OF INDIANA) SS:
COUNTY OF Henry

Approved as to:

Form Execution Recording
2-6-81 8-10-81
7/1 7/1

OTIS A. GADBERRY
This instrument was prepared by:
Frank T. Lewis, Attorney-at-Law
1000 East Main Street
Plainfield, Indiana 46168

3524

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PHOTOS



PHOTOS



PHOTOS



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