

Noble County, IN
LAND AUCTION

MONDAY, NOV. 22 @ 6:00 PM

63.5±
ACRES
Offered in 3 Tracts

AUCTION LOCATION:
580 Fair St, Kendallville IN 46755

800.451.2709 • SchraderAuction.com



INFORMATION BOOKLET



**Immediate
Access for
Hunting Rights**

800.451.2709
SchraderAuction.com

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

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.

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SELLER: Jim A Edsall

AUCTION COMPANY: Schrader Real Estate and Auction Company, Inc.



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

TERMS AND CONDITIONS:

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

DOWN PAYMENT: 10% down payment on the day of auction for individual tracts or combinations of tracts. The down payment may be made in the form of cashier's check, personal check, or corporate check. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING**, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers' acceptance or rejection.

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

DEED: Seller shall provide Warranty Deed(s).

CLOSING: The balance of the purchase price is due at closing, which will take place on or before 30 days after the auction, or as soon thereafter as applicable closing documents are completed by the Seller. Costs for an administered closing shall

be shared 50:50 between Buyer(s) and Seller.

POSSESSION: Possession at closing or for tillable land immediate with additional 10% down payment and liability coverage.

REAL ESTATE TAXES: Seller to pay taxes for the 2021 calendar year due and payable in 2022 by giving the buyer(s) a credit at closing.

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries and due diligence concerning the property. Inspection dates have been scheduled and will be staffed with auction personnel. Further, Seller disclaims any and all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

ACREAGE: All tract acreages, dimensions, and proposed boundaries are approximate and have been estimated based on current legal descriptions and/or aerial photos.

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Combination purchases

will receive a perimeter survey only.

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

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and 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 Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and 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 decisions of the Auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

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TRACT 1-3
Looking Southwest

REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

MONDAY, NOVEMBER 22, 2021

63.5 ACRES – KENDALLVILLE, 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 Monday, November 15 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
63.5± Acres • Noble County, Indiana
Monday, November 22, 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 Monday, November 22, 2021 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; email: auctions@schraderauction.com

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, Monday, November 15, 2021**. Send your deposit and return this form via email to: **auctions@schraderauction.com**.

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:

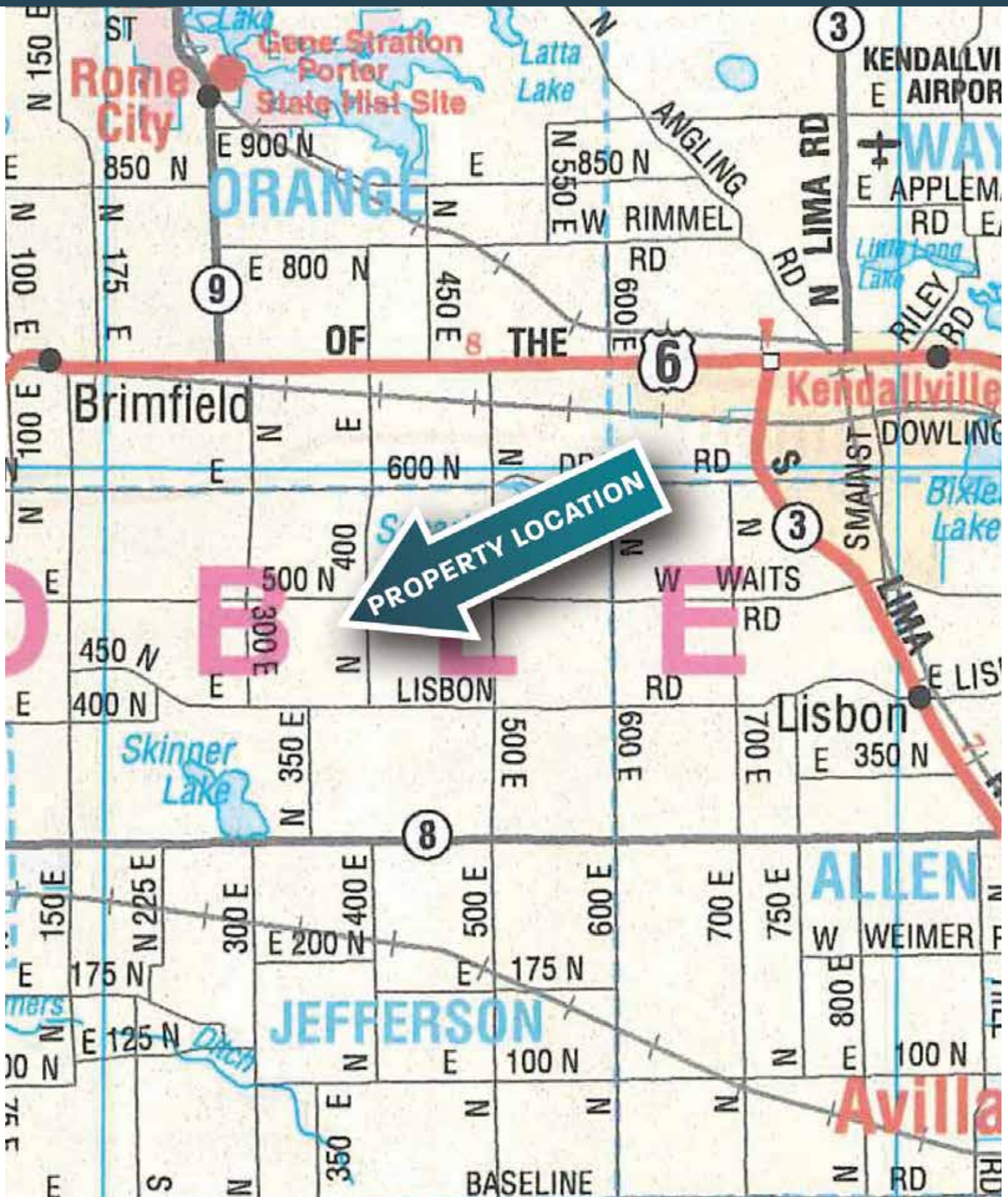
E-mail address of registered bidder: _____

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 260-244-7606.

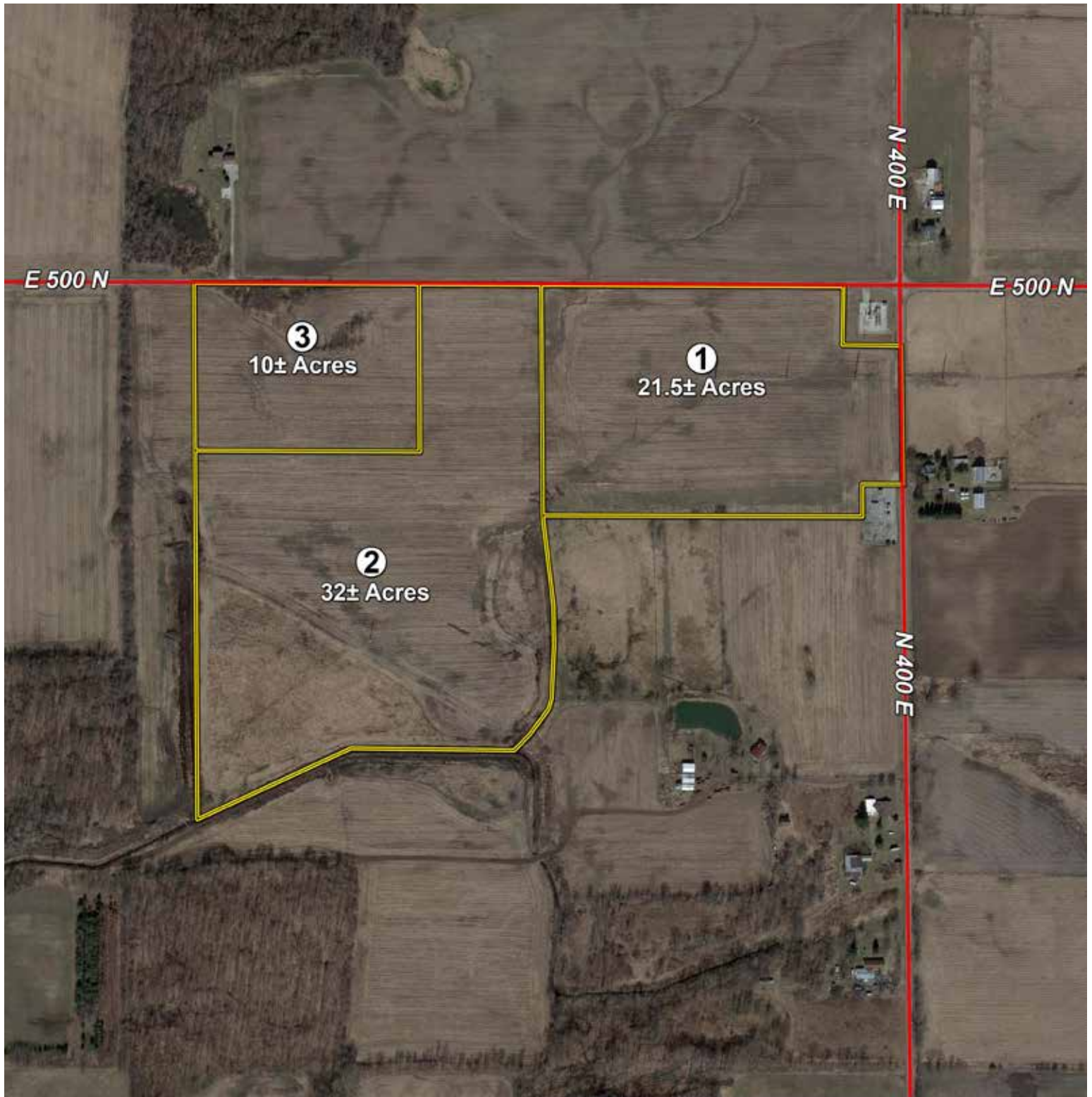


LOCATION & AERIAL TRACT MAPS

LOCATION MAP



AERIAL TRACT MAP

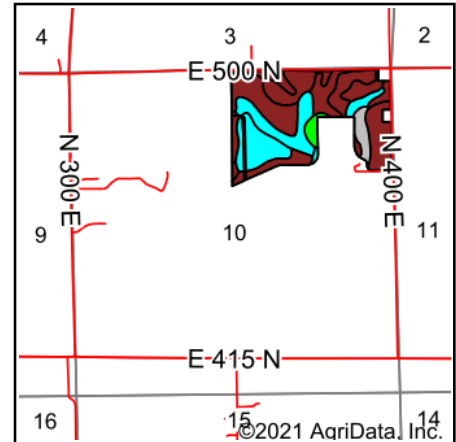
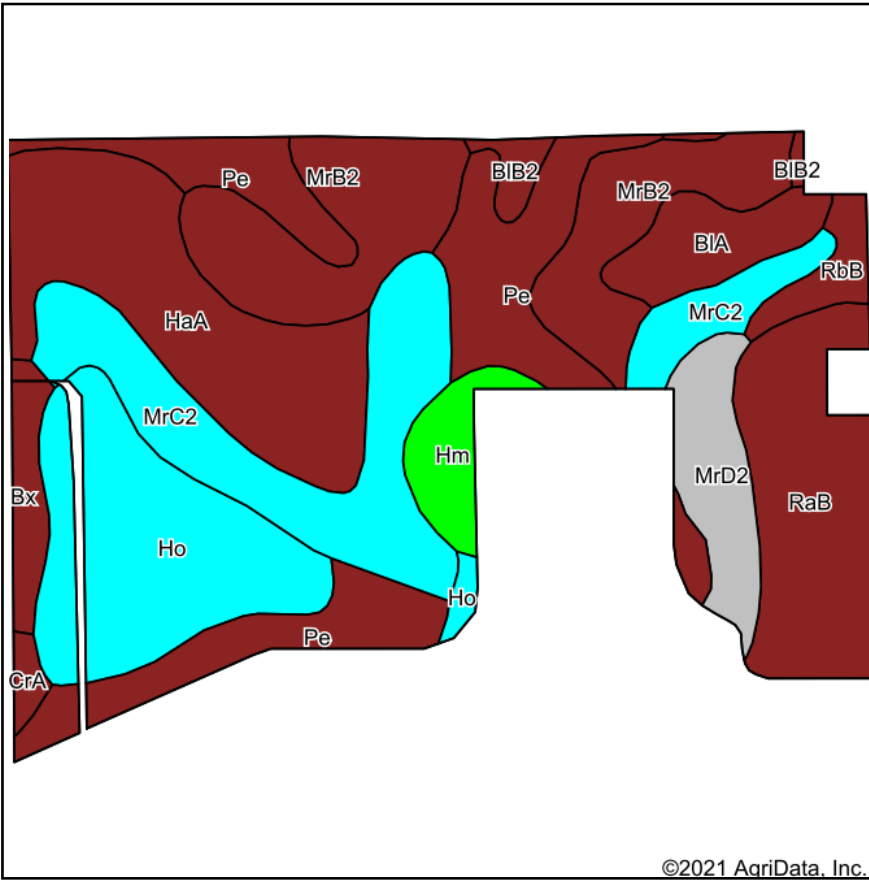




SOIL INFORMATION

SOIL MAP - TRACTS 1-3

Soils Map



State: **Indiana**
 County: **Noble**
 Location: **10-34N-10E**
 Township: **Jefferson**
 Acres: **83.4**
 Date: **10/6/2021**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By:
surety
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2021 www.AgriDataInc.com



Soils data provided by USDA and NRCS.

©2021 AgriData, Inc.

Area Symbol: IN113, Soil Area Version: 26

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Corn Bu	Pasture AUM	Soybeans Bu	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Soybeans
Pe	Pewamo silty clay loam, 0 to 1 percent slopes	12.94	15.5%		IIw	157		47	75	75	66
MrB2	Glynwood silt loam, 2 to 6 percent slopes, eroded	12.42	14.9%		Ile	128		44	51	51	38
MrC2	Morley silt loam, 6 to 12 percent slopes, eroded	12.29	14.7%		IIIe	118		41	52	52	43
HaA	Haskins loam, 0 to 3 percent slopes	11.83	14.2%		IIw	158		59	73	73	59
Ho	Houghton muck, drained	11.00	13.2%		IIIw	159	11	42	91	89	91
RaB	Rawson sandy loam, 2 to 6 percent slopes	8.94	10.7%		Ile	138	10	48	62	62	49
MrD2	Morley silt loam, 12 to 18 percent slopes, eroded	3.80	4.6%		IVe	105		37	51	51	40
BIA	Blount loam, interlobate moraines, 0 to 2 percent slopes	3.19	3.8%		IIw	142	9	52	62	62	57
Hm	Houghton muck, disintegration moraine, 0 to 2 percent slopes	2.26	2.7%		Vw				49	39	49
Bx	Brookston silt loam	1.76	2.1%		IIw	175	12	49	73	71	73
RbB	Rawson loam, 2 to 6 percent slopes	1.47	1.8%		Ile	143	10	50	62	62	50
BIB2	Blount loam, interlobate moraines, 1 to 4 percent slopes, eroded	0.98	1.2%		Ile	137	9	50	54	54	44
CrA	Crosier loam, 0 to 2 percent slopes	0.52	0.6%		IIw	154	10	50	61	61	55
Weighted Average					2.45	138	3.5	45.4	*n 65.6	*n 65	*n 56.5

*n: The aggregation method is "Weighted Average using all components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

FSA INFORMATION

FSA INFORMATION

INDIANA
NOBLE



United States Department of Agriculture
Farm Service Agency

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

FARM : 1187

Prepared : 9/22/21 10:08 AM

Crop Year : 2021

Operator Name : MR JIM A EDSALL
Farms Associated with Operator : 18-113-1187
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G/I/F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
141.74	110.90	110.90	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	110.90	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	0.30	0.00	39	
Corn	69.00	0.00	97	0
Soybeans	32.80	0.00	28	0

TOTAL 102.10 0.00

NOTES

Tract Number : 1544

Description : SEC 10, JEFFERSON TWP.
FSA Physical Location : INDIANA/NOBLE
ANSI Physical Location : INDIANA/NOBLE
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : MR JIM A EDSALL
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
141.74	110.90	110.90	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	110.90	0.00	0.00	0.00	0.00	0.00

FSA INFORMATION

INDIANA
NOBLE
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 1187
Prepared : 9/22/21 10:08 AM
Crop Year : 2021

DCP Crop Data

Tract 1544 Continued ...

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	0.30	0.00	39
Corn	69.00	0.00	97
Soybeans	32.80	0.00	28
TOTAL	102.10	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.

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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.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) 632-9992. 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.

FSA INFORMATION



COUNTY TAX INFORMATION

COUNTY TAX INFORMATION

Beacon - Noble County, IN - Report: 57-12-10-100-003.000-008

10/6/21, 6:41 AM



Summary (Auditor)

Parcel ID 57-12-10-100-003.000-008
Bill ID 012-100154-00
Reference # 571210100003000008
Property Address 4663 N 400 E
Kendallville, IN, 46755
Brief Legal Description PT NE1/4 W/Ex NE1/4 (11.69a Forest Reserves Doc# Plat Bk 2 PG 105) 128.168 ac
(Note: Not to be used on legal documents)
Class AGRICULTURAL - CASH GRAIN/GENERAL FARM
Tax District 57008 Jefferson Twp
Tax Rate Code 12065 - Adv Tax Rate
Property Type 65 - Agricultural
Mortgage Co N/A
Last Change Date

Ownership (Auditor)

Deeded Owner
Edsall Jim A
4663 N 400 E
Kendallville, IN 46755

Taxing District (Assessor)

County: Noble
Township: JEFFERSON TOWNSHIP
State District 57008 JEFFERSON TOWNSHIP
Local District: 57012
School Corp: CENTRAL NOBLE COMMUNITY
Neighborhood: 0850100 Jefferson Base Area

Site Description (Assessor)

Topography: Rolling
Public Utilities: Electricity
Street or Road: Paved
Area Quality: Static
Parcel Acreage: 138.44

Transfer History (Assessor)

Date	New Owner	Doc ID	Book/Page	Sale Price
7/2/1998	EDSALL JIM A			\$0.00

Contact the Auditor's Office for correct transfer dates.

Transfer History (Auditor)

Date	Transfer From	Instrument	Book	Page	Doc Nbr
7/29/2021					
7/21/1977	Hague Owen	Deed	188	0306	

Contact the Auditor's Office for correct transfer dates.

Valuation

Assessment Year	2021	2020	2019	2018	2017
Reason	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT
As Of Date	4/14/2021	4/9/2020	4/12/2019	4/25/2018	4/9/2017
Land	\$152,900	\$149,800	\$176,200	\$180,300	\$200,300
Land Res (1)	\$23,700	\$22,000	\$21,800	\$21,000	\$18,200
Land Non Res (2)	\$123,000	\$122,000	\$148,700	\$153,600	\$176,400
Land Non Res (3)	\$6,200	\$5,800	\$5,700	\$5,700	\$5,700
Improvement	\$152,700	\$145,500	\$140,300	\$140,100	\$137,100
Imp Res (1)	\$128,400	\$121,200	\$116,000	\$114,900	\$113,100
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0

COUNTY TAX INFORMATION

Beacon - Noble County, IN - Report: 57-12-10-100-003.000-008

10/6/21, 6:41 AM

Imp Non Res (3)	\$24,300	\$24,300	\$24,300	\$25,200	\$24,000
Total	\$305,600	\$295,300	\$316,500	\$320,400	\$337,400
Total Res (1)	\$152,100	\$143,200	\$137,800	\$135,900	\$131,300
Total Non Res (2)	\$123,000	\$122,000	\$148,700	\$153,600	\$176,400
Total Non Res (3)	\$30,500	\$30,100	\$30,000	\$30,900	\$29,700

Exemptions

Type	Description	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019	2017 Pay 2018	2016 Pay 2017
Homestead	STD_EX	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
Homestead	Supplement STD	\$34,370.00	\$32,480.00	\$31,815.00	\$30,205.00	\$29,120.00

Homestead Allocations

	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019	2017 Pay 2018	2016 Pay 2017
Land	\$149,800.00	\$176,200.00	\$180,300.00	\$200,300.00	\$210,600.00
Res Land	\$22,000.00	\$21,800.00	\$21,000.00	\$18,200.00	\$18,200.00
Improve	\$145,500.00	\$140,300.00	\$140,100.00	\$137,100.00	\$131,100.00
Res Improve	\$121,200.00	\$116,000.00	\$114,900.00	\$113,100.00	\$110,000.00

Tax History

	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019	2017 Pay 2018	2016 Pay 2017
+ Spring Tax	\$1,430.14	\$1,548.96	\$1,611.72	\$1,742.05	\$1,689.32
+ Spring Penalty	\$143.01	\$0.00	\$161.17	\$174.20	\$0.00
+ Spring Annual	\$154.90	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$1,430.14	\$1,548.96	\$1,611.72	\$1,742.05	\$1,689.32
+ Fall Penalty	\$0.00	\$77.45	\$161.17	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$1,548.96	\$1,611.72	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$154.90	\$161.17	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$1,611.72	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$161.17	\$0.00	\$0.00	\$0.00
+ Other Assess	\$1,598.13	\$2,064.51	\$1,055.42	\$601.94	\$573.28
	Gretzinger - \$15.00 Upper Boughey - \$1,583.13	Gretzinger - \$25.62 Upper Boughey - \$2,038.89	Upper Boughey - \$1,055.42	Gretzinger - \$26.25 Upper Boughey - \$575.69	Gretzinger - \$25.00 Upper Boughey - \$548.28
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LIT Credits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$6,460.18	\$8,785.66	\$4,601.20	\$4,260.24	\$3,951.92
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$6,460.18)	(\$6,642.40)		(\$4,260.24)	(\$3,951.92)
= Total Due	\$0.00	\$2,143.26	\$4,601.20	\$0.00	\$0.00

Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.

Note: Total due amount rolls forward to the most current year

COUNTY TAX INFORMATION

Beacon - Noble County, IN - Report: 57-12-10-100-003.000-008

10/6/21, 6:41 AM

Payments (Treasurer)

Year	Receipt #	Transaction Date	Description	Amount
2020 Pay 2021	1921890	7/27/2021	ASSURANCE TITLE CK#	\$6,460.18
2019 Pay 2020	1839048	4/24/2020	LB 4/23/20 B3 W/OE	\$2,041.20
2019 Pay 2020	1832580	2/26/2020	1006 JIM EDSALL	\$4,601.20
2018 Pay 2019				\$0.00
2017 Pay 2018	1769959	11/9/2018	1169 JIM EDSALL	\$4,260.24
2016 Pay 2017	1707327	10/31/2017	#1057 \$1975.96	\$1,975.96
2016 Pay 2017	1695173	5/10/2017	OT 5/11/17 B39 W/OE	\$1,975.96
2015 Pay 2016	1650592	10/21/2016	Jim Edsall	\$2,004.09
2015 Pay 2016	1620290	4/28/2016	24P 5801 BUD EDSALL	\$2,004.09
2014 Pay 2015	1599550	11/3/2015	5678 BEdsall	\$1,877.69
2014 Pay 2015	1570211	5/6/2015	5531	\$1,877.69
2013 Pay 2014	1539066	11/5/2014	5422	\$2,136.60
2013 Pay 2014	1502966	4/11/2014	5246	\$2,136.60

Special Assessments

Gretzinger

	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019	2017 Pay 2018	2016 Pay 2017	2015 Pay 2016
Spring Tax	\$0.00	\$12.50	\$0.00	\$12.50	\$12.50	\$12.50
Spring Penalty	\$0.00	\$0.00	\$0.00	\$1.25	\$0.00	\$0.00
Spring Annual	\$1.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fall Tax	\$0.00	\$12.50	\$0.00	\$12.50	\$12.50	\$12.50
Fall Penalty	\$0.00	\$0.62	\$0.00	\$0.00	\$0.00	\$0.00
Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq NTS Tax	\$12.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq NTS Pen	\$1.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Upper Boughey

	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019	2017 Pay 2018	2016 Pay 2017	2015 Pay 2016
Spring Tax	\$479.74	\$479.74	\$479.74	\$274.14	\$274.14	\$137.07
Spring Penalty	\$47.97	\$0.00	\$47.97	\$27.41	\$0.00	\$0.00
Spring Annual	\$47.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fall Tax	\$479.74	\$479.74	\$479.74	\$274.14	\$274.14	\$137.07
Fall Penalty	\$0.00	\$23.99	\$47.97	\$0.00	\$0.00	\$0.00
Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq NTS Tax	\$479.74	\$479.74	\$0.00	\$0.00	\$0.00	\$0.00
Delq NTS Pen	\$47.97	\$47.97	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Tax	\$0.00	\$479.74	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Pen	\$0.00	\$47.97	\$0.00	\$0.00	\$0.00	\$0.00

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
9ag		0	0	1	\$23,700.00	\$23,700.00	\$23,700.00	\$0.00	\$23,700.00
FARM POND		0	0	.427	\$1,290.00	\$645.00	\$275.42	(\$40.00)	\$170.00
LEGAL DITCH		0	0	13.858	\$1,290.00	\$1,290.00	\$17,876.82	(\$100.00)	\$0.00
PUBLIC ROAD/ROW		0	0	1.717	\$1,290.00	\$1,290.00	\$2,214.93	(\$100.00)	\$0.00
AGRICULTURAL EXCESS ACREAGE		0	0	.974	\$6,400.00	\$6,400.00	\$6,233.60	\$0.00	\$6,230.00
TILLABLE LAND	BLA	0	0	3.134	\$1,290.00	\$1,148.00	\$3,597.83	\$0.00	\$3,600.00
TILLABLE LAND	BLB2	0	0	1.041	\$1,290.00	\$1,097.00	\$1,141.98	\$0.00	\$1,140.00
CLASSIFIED FOREST	BX	0	0	.002	\$1,290.00	\$1,651.00	\$3.30	(\$100.00)	\$0.00
TILLABLE LAND	BX	0	0	1.91	\$1,290.00	\$1,651.00	\$3,153.41	\$0.00	\$3,150.00
CLASSIFIED FOREST	CRA	0	0	3.573	\$1,290.00	\$1,316.00	\$4,702.07	(\$100.00)	\$0.00
TILLABLE LAND	CRA	0	0	.533	\$1,290.00	\$1,316.00	\$701.43	\$0.00	\$700.00
NONTILLABLE LAND	HAA	0	0	.064	\$1,290.00	\$1,316.00	\$84.22	(\$60.00)	\$30.00
TILLABLE LAND	HAA	0	0	11.761	\$1,290.00	\$1,316.00	\$15,477.48	\$0.00	\$15,480.00

COUNTY TAX INFORMATION

Beacon - Noble County, IN - Report: 57-12-10-100-003.000-008

10/6/21, 6:41 AM

TILLABLE LAND	HM	0	0	1.554	\$1,290.00	\$645.00	\$1,002.33	\$0.00	\$1,000.00
NONTILLABLE LAND	HM	0	0	2.904	\$1,290.00	\$645.00	\$1,873.08	(\$60.00)	\$750.00
NONTILLABLE LAND	HO	0	0	1.562	\$1,290.00	\$1,432.00	\$2,236.78	(\$60.00)	\$890.00
TILLABLE LAND	HO	0	0	8.154	\$1,290.00	\$1,432.00	\$11,676.53	\$0.00	\$11,680.00
CLASSIFIED FOREST	MFB2	0	0	4.191	\$1,290.00	\$1,148.00	\$4,811.27	(\$100.00)	\$0.00
TILLABLE LAND	MFB2	0	0	.857	\$1,290.00	\$1,148.00	\$983.84	\$0.00	\$980.00
CLASSIFIED FOREST	MFC2	0	0	.741	\$1,290.00	\$1,045.00	\$774.35	(\$100.00)	\$0.00
CLASSIFIED FOREST	MN	0	0	1.326	\$1,290.00	\$1,484.00	\$1,967.78	(\$100.00)	\$0.00
TILLABLE LAND	MN	0	0	.085	\$1,290.00	\$1,484.00	\$126.14	\$0.00	\$130.00
TILLABLE LAND	MRB2	0	0	11.66	\$1,290.00	\$993.00	\$11,578.38	\$0.00	\$11,580.00
NONTILLABLE LAND	MRB2	0	0	.32	\$1,290.00	\$993.00	\$317.76	(\$60.00)	\$130.00
NONTILLABLE LAND	MRC2	0	0	.336	\$1,290.00	\$877.00	\$294.67	(\$60.00)	\$120.00
TILLABLE LAND	MRC2	0	0	12.563	\$1,290.00	\$877.00	\$11,017.75	\$0.00	\$11,020.00
NONTILLABLE LAND	MRD2	0	0	.539	\$1,290.00	\$710.00	\$382.69	(\$60.00)	\$150.00
TILLABLE LAND	MRD2	0	0	5.272	\$1,290.00	\$710.00	\$3,743.12	\$0.00	\$3,740.00
WOODLAND	PE	0	0	.251	\$1,290.00	\$1,432.00	\$359.43	(\$80.00)	\$70.00
NONTILLABLE LAND	PE	0	0	2.89	\$1,290.00	\$1,432.00	\$4,138.48	(\$60.00)	\$1,660.00
TILLABLE LAND	PE	0	0	19.401	\$1,290.00	\$1,432.00	\$27,782.23	\$0.00	\$27,780.00
CLASSIFIED FOREST	PE	0	0	1.857	\$1,290.00	\$1,432.00	\$2,659.22	(\$100.00)	\$0.00
TILLABLE LAND	RAB	0	0	12.506	\$1,290.00	\$1,213.00	\$15,169.78	\$0.00	\$15,170.00
TILLABLE LAND	RBB	0	0	9.151	\$1,290.00	\$1,264.00	\$11,566.86	\$0.00	\$11,570.00
NONTILLABLE LAND	RBB	0	0	.326	\$1,290.00	\$1,264.00	\$412.06	(\$60.00)	\$160.00

2019 Pay 2020 Tax Statements (Treasurer)

[57-12-10-100-003.000-008 \(PDF\)](#)

Tax Statements are a duplicate copy of the original mailing

2020 Pay 2021 Tax Statements (Treasurer)

[57-12-10-100-003.000-008 \(PDF\)](#)

Tax Statements are a duplicate copy of the original mailing

Residential

Description	Single-Family Residence1
Story Height	1
Style	
Finished Area	2016
# Fireplaces	0
Heat Type	Central Warm Air
Air Cond	0
Bedrooms	2
Living Rooms:	0
Dining Rooms:	0
Family Rooms:	0
Finished Rooms:	5
Full Baths	1
Full Bath Fixtures	3
Half Baths	0
Half Bath Fixtures	0
Kitchen Sinks	1
Water Heaters	1
Add Fixtures	0

Floor	Construction	Base	Finish
1	Wood Frame	1344	1344
B		1344	672

Features	Area
Bay	7
Patio, Treated Pine	142
Wood Deck	322



PRELIMINARY TITLE

PRELIMINARY TITLE



Transaction Identification Data for reference only:

Issuing Agent: Assurance Title Company, LLC
Issuing Office: 102 E. Main St, Albion, IN 46701
ALTA Universal ID: 1125584
File Number: 21-940
Property Address: 4663 N 400 E Kendallville, IN 46755

SCHEDULE A


1. Commitment Date: **September 28, 2021, at 8:00 am**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

Proposed Policy Amount: **To Be Determined**
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**
4. Title to the **Fee Simple** estate or interest in the Land is at the Commitment Date vested in:

Jim A. Edsall
5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

Assurance Title Company, LLC

By: 
Authorized Signatory

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ALTA Commitment for Title Insurance 8-1-16

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PRELIMINARY TITLE

EXHIBIT "A"

A portion of the following, subject to a new survey:

The Northeast Quarter of Section 10, Township 34 North, Range 10 East, except the following tract, to-wit:

A parcel of land located in the Northeast Quarter of Section 10, Township 34 North, Range 10 East, Jefferson Township, Noble County, State of Indiana, more particularly described as follows:

Beginning at the Northeast corner of Section 10 measure Southerly on East line of said section a distance of 200 feet; thence with an interior angle of 88 degrees 54 minutes measure Westerly a distance of 200 feet; thence with an interior angle of 91 degrees 06 minutes measure Northerly a distance of 200 feet to the North line of Section 10; thence with an interior angle of 88 degrees 54 minutes measure Easterly along North line of said section a distance of 200 feet to the place of beginning. (Supposed to contain 0.918 acres, more or less, containing after said exception 159.08 acres of land, more or less.)

EXCEPT THEREFROM:

Beginning at the Southeast corner of the Northeast Quarter of Section 10, being marked by a stone found in place; thence North 89 degrees 50 minutes 20 seconds West along the quarter section line of Section 10 a distance of 1197.45 feet to a fence end post; thence North 0 degrees 31 minutes 30 seconds West a distance of 572.02 feet to an iron pipe set this survey; thence South 89 degrees 50 minutes 20 seconds East a distance of 742.25 feet to an iron pin set this survey; thence North 0 degrees 31 minutes 30 seconds West a distance of 409.18 feet to an iron pipe set this survey; thence South 89 degrees 50 minutes 20 seconds East a distance of 455.20 feet to an R.R. spike set this survey in County Road 400 East; thence South 0 degrees 31 minutes 30 seconds East along the East boundary of Section 10, a distance of 981.20 feet to the point of beginning. (Supposed to contain 20.00 acres, more or less.)

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE, to-wit:

A tract of land located in the Northeast Quarter of Section 10, Township 34 North, Range 10 East, in Noble County, the State of Indiana, more fully described as follows:

Commencing at the Northeast corner of said Northeast Quarter marked by a Harrison Marker found this survey; thence South 01 degree 12 minutes 42 seconds East (record), along the East line of said Northeast Quarter, for 676.75 feet to the point of beginning marked by a railroad spike set this survey; thence continuing South 01 degree 12 minutes 42 seconds East, along the East line of said Northeast Quarter, for 200.00 feet to a railroad spike set this survey; thence South 89 degrees 51 minutes 28 seconds West, parallel to the North line of said Northeast Quarter, for 140.00 feet to a rebar set this survey; thence North 01 degree 12 minutes 42 seconds West, parallel to the East line of said Northeast Quarter, for 200.00 feet to a rebar set this survey; thence North 89 degrees 51 minutes 28 seconds East, parallel to the North line of said Northeast Quarter, for 140.00 feet to the point of beginning, said tract containing 0.64 acres, more or less.

LESS AND EXCEPTING:

Part of the lands of Jim A. Edsall as described in Recorder's Deed Record 206, Page 317, being situated in the Northeast Quarter of Section 10, Township 34 North, Range 10 East, Second Principal Meridian, Jefferson Township, Noble County, Indiana, this new description having been prepared by Micheal C. Vodde, Indiana Professional Surveyor #20100011, as part of Anderson Surveying, Inc. Survey #21-05-141, dated June 23, 2021, more particularly described as follows:

Beginning at a Harrison marker monumenting the Northwest corner of the Northeast Quarter of said Section 10; thence South 89 degrees 28 minutes 53 seconds East (all bearings in this description are based on WGS84 latitude and longitude by GPS observation) on the North line of said Northeast Quarter and being within the right-of-way of County Road 500 North, a distance of

PRELIMINARY TITLE

237.22 feet to a Mag Nail with an identification washer stamped "ANDERSON FIRM #29A"; thence South 00 degrees 13 minutes 37 seconds East, a distance of 1827.94 feet to the centerline of the Boughey Ditch #422 Branch #1; thence South 64 degrees 06 minutes 32 seconds West on said centerline, a distance of 263.16 feet to a point on the West line of the Northeast Quarter of said Section 10; thence North 00 degrees 13 minutes 37 seconds West on said West line, a distance of 1945.00 feet to the Point of Beginning, containing 10.272 acres of land, more or less, subject to the legal right-of-way for County Road 500 North, 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.

PRELIMINARY TITLE



SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed 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. By virtue of I.C.27-7-3.6, a fee of \$5 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
6. If Assurance Title Company will be serving as the closing agent and this closing is held on or after July 1, 2009, funds must be provided to Assurance Title Company in compliance with IC 27-7-3.7, et seq.
7. Warranty Deed from Jim A. Edsall to Proposed Insured.
8. REQUIREMENT BY AUDITOR OF NOBLE COUNTY, EFFECTIVE JANUARY 7, 1998: Every document required for transfer of title MUST be recorded. When transferring title to less than a whole tract a survey or qualified drawing (i.e. drawing by surveyor with date and surveyor's signature) is required. This survey or drawing must be recorded. Please be sure to include recording fees.
9. NOTE: Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.
10. Vendors, (Sellers), Closing Affidavit to be furnished this office.
11. The tax parcel or parcels shown as exceptions in Schedule B, Part II of this commitment include more land than is to be insured. Therefore, the current owner and Proposed Insured owner must furnish the Company a written agreement as to how real estate taxes should be prorated for taxes payable in the year following the Commitment Date.

(Requirements Continued)

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ALTA Commitment for Title Insurance 8-1-16

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PRELIMINARY TITLE



12. 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.

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SCHEDULE B, PART II Exceptions

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, 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 encroachment, 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 or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes for 2020 payable 2021
Parcel No. 012-100154-00
Tax Unit of Jefferson
State ID No. 57-12-10-100-003.000-008
May 10 \$1,430.14 PAID
November 10 \$1,430.14 PAID
Assessed Valuation: Land \$149,800 Improvements \$145,500
Exemptions \$45,000-H/\$34,370-Supp
7. Annual assessment of \$959.48 for maintenance of Upper Boughey Drain 2021,
May 10 \$479.74 PAID, November 10 \$479.74 PAID.
8. Taxes for 2021 due and payable 2022, and subsequent taxes.
9. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.

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10. The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.
11. Rights of way for drainage tiles, feeders and laterals, if any.
12. Rights of the public, State of Indiana, County of Noble and the municipality in and to that part of the premises taken or used for road purposes.
13. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
14. Pipeline Easement and Right-of-Way for pipeline dated July 6, 1956 from Ina C. Miller and Leland S. Miller, husband and wife to Tecumseh Pipeline Company, recorded July 23, 1956 in Deed Record 132 pages 642-643, in the Recorder's Office of Noble County, Indiana. Assignment of Right of Way Easement to NI Pipeline Company, dated April 13, 1993 and recorded April 29, 1993 in Miscellaneous Record 118 page 281.
15. Easement and right-of-way for electric lines dated January 7, 1957 from Ina C. Miller and Leland S. Miller, husband and wife to Indiana & Michigan Electric Company, recorded July 26, 1957 in Deed Record 135 page 191 in the Recorder's Office of Noble County, Indiana.
16. Easement and right-of-way for gas pipe line dated March 12, 1964 from Leland S. Miller and Ina C. Miller husband and wife and Audrie L. White to Northern Indiana Fuel and Light Company, Inc., recorded March 19, 1964 in Deed Record 153 pages 348-349 in the Recorder's Office of Noble County, Indiana.
17. Deed of Easement by and between Jim A. Edsall and Noble County Rural Electric Membership Corporation, dated December 14, 1987 and recorded December 17, 1987 in Miscellaneous Record 96 page 298.
18. Easement for Roadway by and between Jim A. Edsall and Northern Indiana Fuel & Light Co., Inc., dated July 1, 1998 and recorded July 2, 1998 as Instrument No. 980700095.
19. Memorandum of Wind Farm Lease and Easement Agreement by and between Jim A. Edsall and Boulevard Associates, LLC, dated July 27, 2011 and recorded August 25, 2011 as Instrument No. 110800412.
20. Supplemental Easement and Right of Way by and between Jim A. Edsall and Indiana Michigan Power Company, dated April 19, 2017 and recorded May 2, 2017 as Instrument No. 170500056.
21. 24 Month Chain of Title:

Warranty Deed from David T. Hague and Valerie L. Hague, husband and wife to Jim A. Edsall, dated March 1, 1984 and recorded March 1, 1984 in Deed Record 206 page 317.

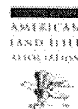
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ALTA Commitment for Title Insurance 8-1-16

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22. This commitment has been issued without a judgment search being made against the name insured.

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ALTA Commitment for Title Insurance 8-1-16

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DEEDED EASEMENTS and RIGHT-OF-WAYS

DEEDED EASEMENT

Noble County Recorder 170500056 Page 1 of 4 Scanned 5/2/2017 2:34 PM



170500056

RECEIVED FOR RECORD
CANDY MYERS
NOBLE COUNTY RECORDER
RECORDED ON
05/02/2017 01:56:52PM
REC FEE: \$17.00
PAGES: 4

Line Name: East Albion - Kendallville
Easement No. 39 Map No: 1639
Line No. TLN120:094003

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY made by and between **Jim A. Edsall, single man** whose address is 4663 N 400 E, Kendallville, Indiana 46755 ("Grantor"), and Indiana Michigan Power Company, a(n) Indiana corporation, being a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 ("AEP").

WHEREAS, AEP is the owner of a right of way and easement under the terms of the following agreement recorded in the Recorder's Office of Noble County, Indiana by and between Ina C. Miller and Leland S. Miller, and Indiana & Michigan Electric Company, a predecessor in title to AEP, dated January 7, 1957 and recorded in Volume 135, Page 191 (the "Original Easement"); and

WHEREAS, Grantor is the successor in interest to all or part of the lands affected by the Original Easement.

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, the Grantor hereby grants and conveys and warrants to AEP this Supplemental Easement and Right of Way ("Easement") for electric transmission, distribution, and communication purposes to modify the Original Easement [insofar as it encumbers property of the Grantor situated in the State of Indiana, Noble County, Jefferson Township, Section 10, Township 34 North, Range 10 East, being the same premises as described in Warranty Deed, Record 206, Page 317 (Parcel No. 57-12-10-100-003.000-008)], as follows:

The Easement Area shall be revised to be as more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS

The right, now and in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the

DEEDED EASEMENT

Noble County Recorder 170500056 Page 2 of 4 Scanned 5/2/2017 2:34 PM

Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables ("Facilities"); together with the right to add to said Facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement granted herein.

The right, in AEP's discretion, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means any and all trees, overhanging branches, vegetation and brush situated within the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, sign, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

AEP agrees to repair or pay the Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, or lawns that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, or the removal of any Facilities from the Easement Area, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

Except as supplemented and amended herein, the Original Easement shall remain in full force and effect. The Original Easement, as supplemented and amended herein, contains the complete agreement, express and implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Any remaining space on this page left intentionally blank. See next page for signatures.

DEEDED EASEMENT

Noble County Recorder 170500056 Page 3 of 4 Scanned 5/2/2017 2:34 PM

GRANTOR

Jim A. Edsall
Jim A. Edsall, single man

STATE OF INDIANA

§

§ SS:

COUNTY OF NOBLE

§

This Instrument was acknowledged before me on the 19 day of April, 2017,
by Jim A. Edsall, single man.

Sharon Westfall
Notary Public

Sharon Westfall
Notary Public (Print/Type Name)

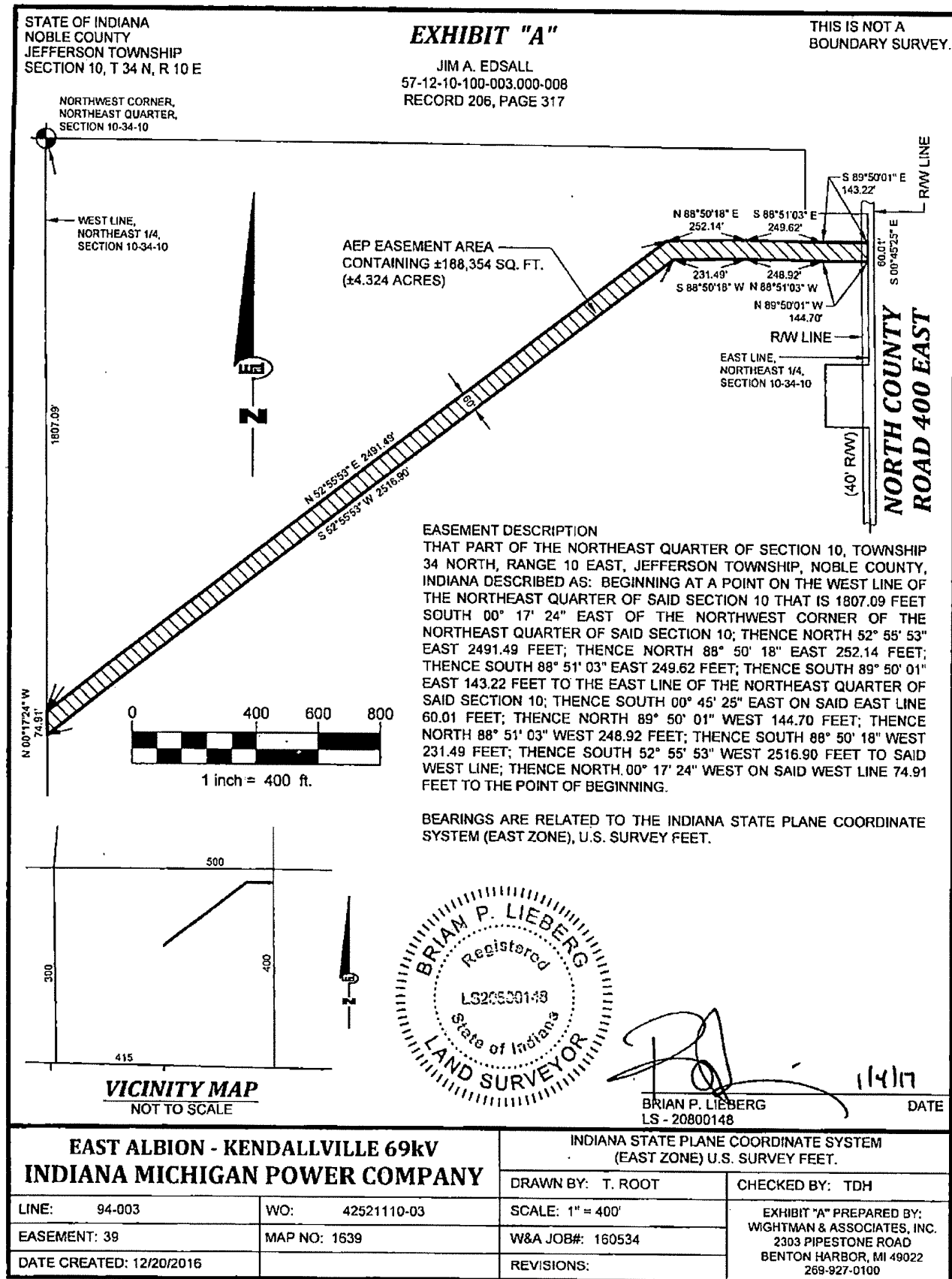
My Commission Expires: 10-26-22

This Instrument Prepared by Thomas St. Pierre, Assistant General Counsel – Real Estate,
American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215- for and
on behalf of Indiana Michigan Power Company, a unit of American Electric Power.

When recorded return to: Indiana Michigan Power Company – Transmission Right of
Way, PO Box 60, Fort Wayne, IN 46801

DEEDED EASEMENT

Noble County Recorder 170500056 Page 4 of 4 Scanned 5/2/2017 2:34 PM



DEEDED EASEMENT

Noble County Recorder 110800412 Page 1 of 7 Scanned 8/25/2011 11:06 AM



110800412

RECEIVED FOR RECORD
MICHELLE L. MAWHORTER
NOBLE COUNTY RECORDER
RECORDED ON
08/25/2011 10:11:48AM
REC FEE: \$23.00
PAGES: 7

For Recorder's Use Only

AFTER RECORDING RETURN TO

Mikel Greene
NextEra Energy Resources, LLC
700 Universe Blvd.
Juno Beach, FL 33408
(561) 304-5934

MEMORANDUM OF WIND FARM LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF WIND FARM LEASE AND EASEMENT AGREEMENT ("Memorandum"), is executed by and between Jim A. Edsall, an unmarried person, whose address for purposes of notices is: 4288 N. SR 9, Albion, IN 46701 ("Owner"), and Boulevard Associates, LLC, a Delaware limited liability company, whose address for purposes of notices is: 700 Universe Blvd., Attn: Business Manager, Juno Beach, FL 33408 ("Operator"). Each of Owner and Operator shall hereinafter be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Owner and Operator are the parties in and to a Wind Farm Lease and Easement Agreement dated as of the same date of Operator's signature set forth below (as modified, supplemented or restated from time to time, the "Agreement"), by which Owner granted to Operator an exclusive option ("Option") for a Lease and one or more Easements over and across certain real property located in the County of Noble, State of Indiana, described on the attached Exhibit A as the "Owner's Property" and by which if such Option is exercised by Operator the Lease and Easements granted in the Agreement automatically become effective.

WHEREAS, Owner and Operator desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property, including the grant of the Option, the Lease and Easements to Operator.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Operator do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and

DEEDED EASEMENT

Noble County Recorder 110800412 Page 2 of 7 Scanned 8/25/2011 11:06 AM

conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The period during which the Option may be exercised ("**Option Term**") shall begin on the date when both Owner and Operator have executed the Agreement, and shall continue for a period of thirty-six (36) months after such date ("**Initial Option Period**"). The Option Term may be extended for one thirty-six (36) month extension period ("**Extended Option Period**"). Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the initial thirty-six (36) month period and, to the extent exercised by Operator, also the Extended Option Term. Operator shall specify in the Option Notice the commencement date of the Lease and Easements ("**Commencement Date**"). Upon Operator's exercise of the Option, the Lease and Easements in the Agreement shall automatically become effective without any further action and shall commence on the Commencement Date, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease and Easements and all rights and obligations relating thereto.

3. **Rights.** The Agreement between Owner and Operator leases the Owner's Property to Operator and allows Operator to construct, operate, maintain, repair, replace, and remove (from time to time) the Improvements, including, without limitation, Turbines, Met Towers, and Collection Facilities and related improvements for a wind energy project ("**Wind Farm**") at, on, over and under the Owner's Property, ingress and egress over Owner's Property to and from the Improvements, the Construction Property, the Turbine Site Property, the Collection Property, the Overhang Property, and the Met Tower Site Property and otherwise as set forth in the Agreement, and for the purpose of surveying, testing and installing monitoring devices and the right to permit the rotors of turbines located on adjacent properties to overhang on to Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements is for a period commencing on the Commencement Date and ending forty-five (45) years after the Commercial Operations Date ("**Initial Lease and Easement Term**") unless terminated as provided in the Agreement. Operator is granted two (2) options to extend the term of the Lease and Easements for additional periods of twenty (20) years each.

5. **Effects Easement.** Owner hereby grants to Operator an irrevocable, non-exclusive easement for audio, noise, visual, view, light, flicker, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Wind Farm or activity located on the Owner's Property or on adjacent properties over and across the Owner's Property. This easement shall run with the land; no act or failure to act on the part of Operator or the holder of the easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a release of such holder's rights under the easement; nonuse of the easement shall not prevent the future use of the entire scope thereof; and no act or conduct by Owner concerning the servient estate shall constitute adverse possession to extinguish the easement.

6. **Wind Non-Obstruction Easement.** Owner hereby grants Operator an irrevocable, exclusive easement, right and privilege to use, maintain and capture the free and

DEEDED EASEMENT

unobstructed flow of wind currents over and across the Owner's Property ("Wind Non-Obstruction Easement"). Owner shall not interfere, or permit any other party to interfere with the free, unobstructed and natural wind flow, wind speed or wind direction over and across the Owner's Property, whether by constructing buildings or other structures on the Owner's Property, by planting trees on the Owner's Property, or by engaging in any other activity on the Owner's Property or elsewhere that might, in the sole opinion of Operator, cause a decrease in the output or efficiency of the Turbines or accuracy of any meteorological equipment located on the Owner's Property or otherwise interfere with Operator's operations or exercise of any rights or the Lease granted in this Agreement ("Interference"). This easement shall run with the land; no act or failure to act on the part of Operator or the holder of the easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a release of such holder's rights under the easement; and nonuse of the easement shall not prevent the future use of the entire scope thereof.

7. **Exclusive Rights.** Owner agrees not to grant, convey, assign or provide any easement, license, permit, lease or other right for access across the Owner's Property for generation or transmission of power on or across Owner's Property to any third party in connection with the construction or operation of electrical generating or transmission facilities. Operator shall have the exclusive right during the Term (i) to use and possess the Owner's Property in connection with the Wind Farm and other similar wind-powered electrical power generation projects; (ii) to investigate, inspect, survey, and conduct tests of the Owner's Property, including, but not limited to, meteorological, environmental, archeological and geotechnical tests and studies; (iii) to use and convert all of the wind resources on the Owner's Property; and (iv) to undertake such other activities on the Owner's Property that may be related to the Wind Farm, including, without limitation, the storage of towers, materials and equipment during the installation and construction of the Turbines and other Improvements; development and operation of communications systems; and site tours of the Wind Farm for visitors and other interested parties. This covenant shall not be interpreted to deny Owner the right to grant telecommunications providers appropriate rights to construct and maintain telecommunications facilities on or under the Owner's Property so long as the rights are granted in compliance with the requirements of the Agreement and do not interfere with Operator's operations.

8. **Hunting and Firearms; Other Restrictions.** The Agreement restricts hunting and the discharge of firearms on the Owner's Property in the vicinity of the Wind Farm Improvements for the protection of Operator's site personnel and Wind Farm Improvements. The Agreement also contains other limitations and prohibitions relating to the Owner's Property, including but not limited to, those affecting the mineral estate, including oil and gas and other minerals, and surface use by the mineral estate, and any activity in proximity to, or affecting, the Operator's operations and equipment, as more particularly described therein

9. **Rights Reserved.** The Agreement reserves to Owner, or Owner's tenants rights to farm and use areas of Owner's Property, to the extent provided in the Agreement. Operator waives any interest, claim or lien in crops grown on Owner's Property. Operator agrees that Operator's use of the Property is purely for commercial purposes and that Operator shall not conduct farming activities on the Property.

DEEDED EASEMENT

10. **Notices.** All notices or other communications required or permitted by the Agreement shall be deemed given or made when personally delivered; three (3) days after deposit in the United States mail, in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party or person intended; or, one (1) business day after proper and timely delivery to an overnight courier service addressed by name and address to the addresses set forth in the Preamble. Any party may change its address for purposes of this paragraph by giving written notice of the change to the other parties in the manner provided in this paragraph.

11. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

12. **Successors and Assigns.** The terms of this Memorandum and the Agreement are covenants running with the land and inure to the benefit of, and are binding upon, the parties and their respective grantees, heirs, executors, administrators, successors and assigns, including all subsequent owners of all or any portion of the Owner's Property. References to Owner and Operator include their respective successors and assigns.

13. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

(Signature page is next.)

DEEDED EASEMENT

Noble County Recorder 110800412 Page 6 of 7 Scanned 8/25/2011 11:06 AM

EXECUTED on the date set forth below.

Operator:

Boulevard Associates, LLC
A Delaware limited liability company

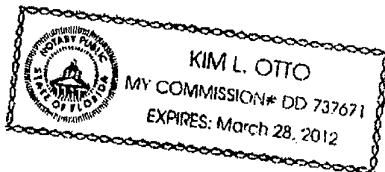
By: [Signature]
Dean R. Gosselin, Vice President

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this 27 day of July, 2011, before me, the undersigned notary public, personally appeared Dean R. Gosselin personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires: _____

This instrument was prepared by Mikel D. Greene, Esq., NextEra Energy Resources, LLC, 700 Universe Blvd., Juno Beach, FL 33408

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.

[Signature]
Mikel D. Greene

DEEDED EASEMENT

EXHIBIT A

Legal Description of Owner's Property

Northeast Quarter of Section 10, Township 34 North, Range 10 East, Noble County, Indiana, except the following tract to-wit:

A parcel of land located in the Northeast Quarter of Section 10, Township 34 North, Range 10 East, Jefferson Township, Noble County, State of Indiana, more particularly described as follows:

Beginning at the Northeast corner of Section 10 measure southerly on eastline of said Section a distance of 200 feet; thence with an interior angle of 88 degrees 54 minutes measure westerly a distance of 200 feet; thence with an interior angle of 91 degrees 06 minutes measure northerly a distance of 200 feet to the North line of section 10; thence with an interior angle of 88 degrees 54 minutes measure easterly along North line of said Section a distance of 200 feet to the place of beginning. (Supposed to contain 0.918 acres, more or less, containing after said exception 159.08 acres of land, more or less.)

EXCEPT THEREFROM:

Beginning at the Southeast corner of the Northeast Quarter of section 10, being marked by a stone found in place; thence North 89 degrees 50 minutes 20 seconds West along the quarter section line of Section 10 a distance of 1197.45 feet to a fence end post; thence North 0 degrees 31 minutes 30 seconds West a distance of 572.02 feet to an iron pipe set this survey; thence South 89 degrees 50 minutes 20 seconds East a distance of 742.25 feet to an iron pin set this survey; thence North 0 degrees 31 minutes 30 seconds West a distance of 409.18 feet to an iron pipe set this survey; thence South 89 degrees 50 minutes 20 seconds East a distance of 455.20 feet to an R. R. spike set this survey in County Road 400 East; thence South 0 degrees 31 minutes 30 seconds East along the East boundary of Section 10, a distance of 981.20 feet to the point of beginning. (Supposed to contain 20.00 acres, more or less.)

DEEDED EASEMENT

3

NOT TAXABLE

DATE

NOBLE COUNTY AUDITOR

July 2, 1998

Deed & Map 1885

EASEMENT FOR ROADWAY

KNOW ALL MEN, That Jim A. Edsall (herein called the "Grantors") for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid to the Grantors hereby grant to Northern Indiana Fuel & Light Co., Inc. an Indiana corporation (hereinafter referred to as "Grantee") and to its successors and assigns, an easement, right and authority to use and maintain a roadway forty (40) feet in width hereinafter described, across, over and upon the real estate owned by the Grantors for the purpose of allowing Grantee the right to move men, equipment, machinery and materials across the real estate of Grantors so that Grantee may, from time, to time, construct, erect, maintain, operate, repair, replace, renew and remove utility facilities and other necessary equipment upon other real estate and easements now owned by Grantee which adjoin the easement herein granted and upon real estate which Grantee may in the future obtain title or easement rights adjoining the easement herein granted.

Said aforementioned easement is described as follows:

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

RECEIVED FOR RECORD
MARY ANN HOUSER
NOBLE COUNTY RECORDER

98 JUL -2 PM 1:16

980700095

NOT TAXABLE

DATE

NOBLE COUNTY AUDITOR

DEEDED EASEMENT

-2-

980700095

Any damage to crops, tile, fences or buildings of the Grantors on the lands of the Grantors done by the acts of the Grantee in the construction, maintenance or use of said roadway shall be promptly paid by the Grantee.

The Grantors reserve the use of the above-described land not inconsistent with this grant and specifically reserve the right to use said roadway, but no buildings or other structures shall be placed upon said right of way by the Grantors which would prohibit the Grantee from exercising its rights hereunder.

Trees or bushes overhanging said easement or interfering with the Grantee's exercise of its rights hereunder shall be cut and trimmed by Grantee.

The undersigned Grantors hereby covenant to be the owner in fee simple of said above real estate, lawfully seized thereof, with good right to grant and convey said easement herein, and guarantee the quiet possession thereof, that said real estate is free from all encumbrances, and that the Grantors will warrant and defend the title of said easement against all lawful claims.

This easement is a covenant running with the land and is to be binding on the heirs, executors, administrators, grantees and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Grantors have set their hands and seals and duly executed this instrument this 1st day of JULY, 1998.

Jim A. Edsall
Jim A. Edsall

STATE OF INDIANA,)
COUNTY OF NOBLE) SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state

JIM A. EDSALL

who acknowledged the execution of the foregoing instrument to be his voluntary act and deed.

WITNESS my hand and notarial seal this 1st day of JULY, 1998.

Elso Pacific
Notary Public
ELSO PACIFIC
RESIDENT OF LAKE COUNTY, IN.

My Commission Expires MARCH 7, 1999

DEEDED EASEMENT

True 96p 298

87-1357

County Noble Township 34N
Range 10E Section 10

Form E - Overhead - Underground Distribution
(1983)

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That ~~(we)~~, Jim A. Edsall

over the age of Eighteen years, of Noble County, Indiana, hereinafter called "Grantor," do hereby grant unto Noble County Rural Electric Membership Corporation, "Grantee," its successors and assigns forever, hereinafter referred to as "REMC" in consideration of the said REMC making electric service available to the premises hereinafter described, the right and easement to construct, erect, operate and maintain a line of poles and wires and/or underground wires or cables and all the necessary appurtenances thereto for the purpose of transmitting electric power, in, on, along, over, through, under, or across the following described real estate situated in Noble County, Indiana, to-wit:

A part of the northeast quarter of Section 10, Township 34 North, Range 10 East, wherein David T. Hogue and Valerie L. Hogue are named Grantors and Jim A. Edsall is named Grantee, and which Deed was dated March 1, 1984 and was recorded March 1, 1984 in Record 206, Page 317.

The line as originally constructed by REMC upon said premises pursuant to this easement shall thereafter constitute the permanent route of said easement. REMC, its successors and assigns, shall have the right to place, construct, operate, repair, maintain, and replace thereon an electric transmission or distribution line of system consisting of poles, crossarms, fixtures, anchors, wires, cables and appurtenances, or any part thereof, and to cut and trim trees and shrubbery or control growth to the extent necessary to keep said electric line or system free and clear therefrom, and (for overhead lines) to cut down from time to time all dead, weak, leaning or dangerous trees that are tall and near enough to strike the wires if such trees should fall, even though such trees may be on the lands of the owner, or successors, adjacent to said easement. Together with the right to REMC, its successors and assigns, of ingress and egress to and over the lands covered by said easement and any of the adjoining lands of the said Grantor, or successors, at any and all times for purpose of patrolling the line, for repairing, renewing or adding to the number of said poles, structures, fixtures, and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted; also, the right to remove at any time any and all of said improvements erected upon, over or on said land; together with the rights, easements, privileges and appurtenances in and to said land which may be required for the full enjoyment of the rights herein granted.

It is understood and agreed that Grantor and successors shall not place any building or structure within 15 feet of any overhead wire constructed over said premises, other than the service wire drop leading from transformer to the building or buildings served. Present buildings shall not be affected by this provision.

Grantors covenant that they are the owners of the lands on which this easement is granted.

Additional Covenants:

RECEIVED FOR RECORD
At 2:11 o'clock PM and Recorded
in Record 96 Page 298

DEC 17 1987

DULY ENTERED FOR TAXATION

..C1. 1987

Jack L. Reidenbach
Recorder of Noble County, Ind.

Debra R. Krueger
AUDITOR OF NOBLE COUNTY
Instrument _____

NE 10-34-10

DEEDED EASEMENT

- 2 -

BOOK 96 PAGE 299

(Form E)

Reservations of the full use and enjoyment of said land insofar as it shall not interfere with the easements hereby granted is hereby expressly made.

IN WITNESS WHEREOF, This easement is signed as of the 14 day of Dec., 19 87.

Jim A. Edsall (SEAL)
Jim A. Edsall (SEAL)

STATE OF INDIANA
NOBLE COUNTY, SS:

Personally before me, the undersigned Notary Public in and for said County and State, on the day and year last above written, appeared

JIM A. EDSALL

each over the age of eighteen years, and duly acknowledged the execution of the foregoing Easement.

S Rex Elliott
(S Rex Elliott) Notary Public
Resident of NOBLE County

My Commission Expires:

5-15-90

This instrument was prepared by John S. Bloom of the law firm of Bloom, Bloom and Fleck, Professional Corporation, Columbia City, Indiana. The blanks were filled in by Rex Elliott.

DEEDED EASEMENT

103 1A 5-60 MASCO

133 348-9

No. 1572 Received 19 day of March, 1964

Time 11:00 A.M.

Right-of-Way Grant

Catherine S. Chalmers
Recorder

KNOW ALL MEN BY THESE PRESENTS, That LELAND S. MILLER and INA C. MILLER, husband and wife, and Aurie L. White, widow, all over twenty-one (21) years of age

of the postoffice Ellettsville in the State of Indiana, hereinafter called Grantor(s), in consideration of One (\$1.00) Dollar to them in hand paid, receipt of which is hereby acknowledged, and the further consideration of _____ cents per linear rod, to be paid before

the pipe line hereinafter specified is laid, hereby grant, convey, and warrant to NORTHERN INDIANA FUEL AND LIGHT COMPANY, Inc., an Indiana corporation, its successors and assigns, the easement and right of way to lay, construct, maintain, alter, repair, replace, operate and remove at any time hereafter a pipe line for the transportation of natural gas, and all drips, gates and other appurtenances necessary for the maintenance and operation of said line and for the transportation of natural gas therein, and the grantee, its successors and assigns, is granted the right of ingress and egress to and from said line for the purpose of construction, inspection, repairing, operating, changing the size of, or removing the same, together with the right of removal of such at will in whole or in part, from, on, over and through the following described premises in the County of Noble State of Indiana, to-wit: A strip of ground 12 feet wide and running generally adjacent and parallel to the existing I & M easement as the same now intersects the following described real estate, to-wit: The northeast quarter of section 10, township 34 north, range 10 east, excepting therefrom the following tract to-wit: Beginning at the northeast corner of Section 10 measure Southerly on East line of said section a distance of 200 feet; thence with an interior angle of 88 degrees 54' measure westerly a distance of 200 feet; thence with an interior angle of 91 degrees 06' measure Northerly a distance of 200 feet to the North line of Section 10; thence with an interior angle of 88 degrees 54' measure Easterly along North line of said section a distance of 200 feet to the place of beginning, containing 0.918 acres, more or less.

To Have and To Hold said easement, rights, and right of way unto the said NORTHERN INDIANA FUEL AND LIGHT COMPANY, Inc., its successors and assigns.

All pipe laid under this grant shall be buried to a proper depth so as not to interfere with the ordinary cultivation of said lands or the theretofore established drainage systems thereon. The grantee hereby further agrees to pay all damage which may arise to crops and fences of grantor(s) caused by the laying, maintaining, replacing or removing of said pipe line. If the amount of such damage is not mutually agreed upon, the same shall be ascertained and determined by three (3) disinterested persons, one to be appointed by the grantor(s), one to be appointed by the grantee, and a third to be chosen by the two so appointed. The written award of such three persons shall be final and conclusive.

During the period of construction, not to exceed 90 days the right-of-way shall be 24 feet in width.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, and it is understood that this agreement can not be changed in any way except in writing, signed by the grantor(s) and a duly authorized agent of the grantee.

IN WITNESS WHEREOF the grantor(s) have hereunto set their hands and seals on this, the 12

March A.D. 1964

George W. Brown
Witness

Leland S. Miller (L.S.)
Ina C. Miller (L.S.)
Aurie L. White (L.S.)

THIS INSTRUMENT PREPARED BY EDWARD L. CHAPMAN.

DEEDED EASEMENT

153 349
K100104
ACKNOWLEDGMENT FOR HUSBAND AND WIFE
STATE OF INDIANA
COUNTY OF SARASOTA

On this 15 day of March, 1968, before me, a Notary Public of Fin County, Indiana, and acting in Sarasota County, personally appeared Leslie C. Miller and Tara C. Miller, his wife, to me known to be the same persons who executed the foregoing instrument and severally acknowledged the execution of the same to be their free act and deed.

My Commission expires

3/1/69

Notary Public

[Signature]
County, Indiana

ACKNOWLEDGMENT FOR SINGLE PERSON

STATE OF INDIANA
COUNTY OF Marion

On this day of 9/2 day of March, 1968 before me personally appeared

Andrew C. White
to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed, and she said: Andrew C. White further declared herself to be single and unmarried.

My Commission expires

Nov 26, 1968

Notary Public

[Signature]
County, Indiana

LINE NO.

Right-of-Way Grant

FROM

TO

NORTHERN INDIANA FUEL & LIGHT CO., Inc.

STATE OF INDIANA

COUNTY OF

This instrument was filed for record on the
day of March, 1968, at 6:00
M., and duly recorded in
page 1 of the records of this office.

REGISTER OF DEEDS

By

NUMBER

DEEDED EASEMENT

Noble County Recorder DE135-0191 Page 1 of 2 Scanned 7/24/2012 10:10 AM

dw 135,191

Book 135 Page 191

DEED OF EASEMENT

Name: Inda C. Miller
Address: Indianapolis, Indiana

DA
X

Eas. No. 135 Map No. 135
Orig. No. W. 0661/2712

This Indenture, made this 26th day of January, 1957 by and between
Inda C. Miller and Island J. Miller her husband

~~Inda C. Miller~~ of the County of Noble, State of Indiana,
parties of the first part, and INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation organized and
existing under the laws of the State of Indiana, party of the second part.

Witnesseth: That for and in consideration of the sum of One Dollar in hand paid to the part 1st of the
first part by the party of the second part, the receipt of which is hereby acknowledged, said part 1st of the
first part hereby grant, bargain, sell, convey, and warrant to the party of the second part, its
successors and assigns forever, a right of way and easement with the right, privilege, and authority to said
party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain
a line of poles and wires for the purpose of transmitting electric or other power, in, on, along, over,
through or across the following described lands situated in Jefferson
Township, in the County of Noble, in the State of Indiana,
and part of Section No. 10 Township No. 34 and Range No. 10 E and bounded:
On the North by the lands of and more particularly described as follows:
On the East by the lands of the Northwest Quarter of Section 10, Township 34 North,
On the South by the lands of Range 10 East.
On the West by the lands of

No. 3262 Received 26 day of July 1957
Time 9:44 A.M.

May Adair Recorder

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add
to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time,
across, through or over the above described premises, to cut and, at its option, remove from said premises or the premises of the
part 1st of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may
endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises,
and the right of ingress and egress to and over said above described premises and any of the adjoining lands of the part 1st
of the first part, at any and all times, for the purpose of patrolling the line, for repairing, renewing or adding to the number of
said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement
herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land,
together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment
of the rights herein granted; provided however, the said INDIANA & MICHIGAN ELECTRIC COMPANY, its successors or
assigns, shall further pay to me/us or my/our heirs or assigns, the sum of Five Dollars (\$5.00) for each pole or anchor erected on
said lands, hereinafter described, from time to time, whenever and as soon as any poles are erected thereon. Grantee will immediately
repair or replace all fences, gates, drains and ditches damaged or destroyed by it on said premises or pay Grantor all damages
done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and
maintenance of said lines. It is understood and agreed between the parties hereto that no building or structure shall be placed by
the grantors herein, their heirs, successors, lessees, or assigns, under or within twenty-five (25) feet (measured horizontally) of
any pole or wire to be constructed over said premises. All claims for damages caused in the operation and maintenance of said
lines, shall be made at or mailed to the office of the Grantee at Fort Wayne, Indiana, within thirty days after such damages accrue.
If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by
Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, ex-
pressed or implied, between the parties hereto.

To Have and to Hold the same unto said party of the second part, its successors and assigns.
In Witness Whereof, the part 1st of the first part hereunto set their hand the day
and year first above written.

Signed and Acknowledged in the presence of:

Inda C. Miller
Island J. Miller

DEEDED EASEMENT

Noble County Recorder DE135-0191 Page 2 of 2 Scanned 7/24/2012 10:10 AM

Book 135 Page 192

THE STATE OF INDIANA }
County } ss.

Before me, Willis R. Webb, a Notary Public in and for said
County and State, this 7th day of January, 1960, personally appeared
the above named Ina M. Miller and Leland S. Miller



and acknowledged the execution of the annexed deed of easement.

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

My commission expires June 12, 1960

Willis R. Webb, Notary Public.

My commission expires June 12, 1960

10

DEEDED EASEMENT

Notary Public, My Office
Address 221 7th. Albion, Indiana
The Notary Public
Edu. No. 271-1009 No. 1639
this day and for said
personally appeared
PARKER
this day and year
Farman
Notary Public
2-1959
this day and for said
personally appeared
this day and year
Farman
Notary Public
2-1959

This Indenture, made this 26th day of July, 1957, by and between
Thos. C. Miller and Leland S. Miller, her husband
 of the County of Noble State of Indiana
 part of the first part, and INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation organized and
 existing under the laws of the State of Indiana, party of the second part.
 Witnesseth: That for and in consideration of the sum of One Dollar in hand paid to the part 1st of the
 first part by the party of the second part, the receipt of which is hereby acknowledged, said part 1st of the
 first part hereby grant, bargain, sell, convey, and warrant to the party of the second part, its
 successors and assigns forever, a right of way and easement with the right, privilege, and authority to said
 party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain
 one line of poles and wires for the purpose of transmitting electric or other power, in, on, along, over
 through or across the following described lands, situated in Jefferson
 Township, in the County of Noble in the State of Indiana
 and part of Section No. 10 Township No. 34N and Range No. 10E and bounded
 On the North by the land of and more particularly described as follows:
 On the East by the land of the northeast quarter of Section 10, Township 34 North,
 Range 10 East.
 On the South by the land of
 On the West by the land of
 No. 3262 Received 26 day of July, 1957
 Time 2:44 P.M.
May Adams Recorder
 TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add
 to the number of, and relocate at will, poles, crossarms, or fixtures, and string wires and cables, adding thereto from time to time,
 across, through or over the above described premises, to cut and, at its option, remove from said premises or the premises of the
 party of the first part adjoining the same, on either side, any trees, overhanging branches or other obstructions which may
 endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises
 and the right of ingress and egress to and over said above described premises and any of the adjoining lands of the party of
 the first part at any and all times for the purpose of maintaining the line, for repairing, renewing or adding to the number of
 said poles, structures, fixtures and wires; and for doing anything necessary or useful or convenient for the enjoyment of the easement
 herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land,
 together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment
 of the rights herein granted; provided however, the said INDIANA & MICHIGAN ELECTRIC COMPANY, its successors or
 assigns, shall further pay to me/us or my/our heirs or assigns, the sum of Five Dollars (\$5.00) for each pole or anchor erected on
 said lands, heretofore described, from time to time, whenever and as soon as any poles are erected thereon. Grantee will immedi-
 ately repair or replace all fences, gates, drains and ditches damaged or destroyed by it on said premises or pay Grantor all damages
 done to the fences, drains, ditches, crops and stock on the premises heretofore described, caused by the construction, operation and
 maintenance of said lines. It is understood and agreed between the parties hereto that no building or structure shall be placed by
 the grantors herein, their heirs, successors, lessees, or assigns, under or within twenty-five (25) feet (measured horizontally) of
 any pole or wire to be constructed over said premises. All claims for damages caused in the operation and maintenance of said
 lines, shall be made at or mailed to the office of the Grantee at Fort Wayne, Indiana, within thirty days after such damages accrue.
 If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by
 Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this Indenture contains all agreements, ex-
 pressed or implied, between the parties hereto.
 To Have and to Hold the same unto said party of the second part, its successors and assigns.
 In Witness Whereof, the parties of the first part have hereunto set their hand the day
 and year first above written.
 Signed and Acknowledged in the presence of:
Willis R. Webb
 Willis R. Webb
Leland S. Miller
 Leland S. Miller
 Ina C. Miller
 Leland S. Miller

DEEDED EASEMENT

RECEIVED FOR RECORD
At 11:35 A.M. and Recorded
in Record 118 Page 281

APR 29 1993

ASSIGNMENT OF RIGHT OF WAY EASEMENTS

Ray C. Schumacher
Recorder of Noble County, Ind.

KNOW ALL MEN BY THESE PRESENTS that Tecumseh Pipe Line Company, an Ohio corporation whose mailing address is 300 Oceangate, Long Beach, California 90802 ("TPL"), in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it in hand paid by NI Pipeline Company, an Indiana corporation whose mailing address is 801 East 86th Avenue, Merrillville, Indiana 46410 ("Assignee"), the receipt of which is hereby acknowledged, does hereby grant, sell, assign, convey, and set over to Assignee, its successors and assigns, all of the right, title, interest and estate of TPL in, to and under the right of way easements covering land located in Noble County, Indiana, as more fully described in Exhibit "A," attached hereto and made a part hereof (the "Rights of Way").

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever; it being understood that this Assignment is subject to the respective terms and conditions of each Right of Way hereby assigned.

TPL represents that it is the owner of the Rights of Way but with respect to the Rights of Way makes no further warranties, either expressly or impliedly, except as set forth in the Asset Purchase Agreement between TPL and NIPSCO Industries, Inc. dated December 1, 1992.

Assignee hereby accepts this Assignment of Right of Way Easements and agrees to keep and perform all the conditions and covenants in each Right of Way required to be kept and performed by TPL from and after the effective date of this Assignment.

Assignee hereby waives any prior breaches, defaults, failures of performance or obligations under the Rights of Way occurring prior to this Assignment and hereby expressly waives any right to proceed against TPL for said defaults, breaches, failures of performance or obligations.

This Assignment shall be binding upon, and inure to the benefit of TPL and Assignee, and their respective successors and assigns.

This Assignment has been executed on the date of the acknowledgement hereto but shall be effective for all purposes as of April 13, 1993.

Attest:

Tecumseh Pipe Line Company

C. Spichompoo
C. Spichompoo
Secretary-Treasurer

By *W. R. Fay*
W. R. Fay
President

- TPL

Attest:

NI Pipeline Company

R. M. Schumacher
R. M. Schumacher
Assistant Secretary

By *P. J. Mulchay*
P. J. Mulchay
Vice President

- Assignee

93-4-603

DEEDED EASEMENT

BOOK 118 PAGE 294

EXHIBIT 'A'					
TEGUMSEH PIPE LINE CO.			NOBLE COUNTY, STATE OF INDIANA		
LINE NO.	GRANTORS	PROPERTY DESCRIPTION	DATE	INSTRUMENT RECORDED	
				VOLUME	PAGE
LL 211 - LIGONIER - INDIANA OHIO STATE LINE AT TL - Location 93-211					
60	Ford H. Butler, Ruth M. Butler	Beginning at the Northeast corner of Northwest quarter (NW/4) of Section 10, Township 34 North, Range 10 East; thence running South on the East line of said quarter 26.34 chains; thence West 34.93 chains; thence north 5.30 chains; thence west 5.19 chains to a point on the West line of said quarter 20.70 chains South of the Northwest corner of said quarter; thence North to the Northwest corner of said quarter; thence East on the North line of said quarter to the place of beginning 100 acres, more or less excepting therefrom the following to-wit: Commencing on the section line 1329 feet South of the Northwest corner of Section 10, Township 34 North, Range 10 East; thence North 85° East 2652 feet to the North and South quarter line of said Section 10; thence South along said quarter Section line 396 feet; thence South 88° west 2312 feet; thence North 349.8 feet thence South 88° West 342.8 feet to the West section line of said Section 10; thence North along said section line 45 feet to the place of beginning containing 21.35 acres, more or less.	Jun. 28, 1956	132 Doc. No. 3404	643-644 ✓
61	Ina C. Miller, Leland S. Miller	North half of Northeast quarter of Section 10, Township 34 North, Range 10 East, containing 160 acres, more or less.	Jul. 6, 1956	132 Doc. No. 3403	642-643 ✓
62	Dennis E. Scheurich, Velma Scheurich	North half of Northwest quarter of Section 11, Township 34 North, Range 10 East, containing 80 acres, more or less.	Jun. 29, 1956	132 Doc. No. 3402	642 ✓

DEEDED EASEMENT

BOOK 111 PAGE 202

TECUMSEH PIPE LINE CO.

EXHIBIT 'A'

NOBLE

COUNTY, STATE OF INDIANA

LINE NO.	GRANTORS	PROPERTY DESCRIPTION	DATE	INSTRUMENT RECORDED	
				VOLUME	PAGE
E 21 T H 1	BRIMFIELD VALVE SITE - Location 93-211 Leonard Moore, Mary M. Moore, Leonard Moore, Jr., Alouise Moore	A tract of land situated in the NW/4 NE/4 of Section 9, Township 34 North, Range 10 East, and described as follows: Beginning at a point on the North-South 1/4 section line of said Section 9, and approximately 462' South of North 1/4 corner of said section. Thence South along said 1/4 section line a distance of 50 feet; thence S. 64° 06' E. a distance of 74 feet; thence N. 5° 54' E. a distance of 50 feet; thence N. 84° 06' W. a distance of 76 feet to point of beginning. Said tract of land containing 0.09 acres, more or less.	May 10, 1957	134 Doc. No. 2381	546
E 23 T H 2	HIGHWAY #33 VALVE SITE - Location 93-211 Leo C. Kerner, Ava S. Kerner	A tract of land situated in the Northwest quarter of Southeast quarter of Section 34, Township 35 North, Range 8 East and described as follows, to-wit: Beginning at a point on the North-South one quarter section line of said section 34, which point is Seven Hundred (743) feet, more or less, South of the center of said Section 34, said point being also center line of U. S. Highway #33 and Indiana State Highway #5; thence South along North-South quarter section line and center line of said highway for a distance of 50.3 feet; thence South 83 degrees and forty-five minutes East, a distance of 127.6 feet; thence North six degrees and fifteen minutes East a distance of 50 feet; thence North eight-three degrees and forty-five minutes West a distance of 133.0 feet to the point of beginning. Said tract containing 0.15 acres, more or less.	Jun. 14, 1956 Re-recorded	132 Doc. No. 2957 134 Doc. No. 372	563 104

DEEDED EASEMENT

County Recorder DE132-0642A Page 2 of 2 Scanned 5/10/2014 3:04 PM

dr 132,642

No. 3403 ASSESSMENT 118-296
\$328.00
Ina C. Miller et hsb.

RIGHT OF WAY

to
Tecumseh Pipe Line Co.
successors and assigns, the right to lay, maintain, inspect, operate, protect, repair, replace and remove a pipe line for the transportation of liquids and/or gases, on, over and through the following described land of which grantors warrant they are the owners in fee simple, situated in Noble County, State of Indiana to-wit:

FOR AND IN CONSIDERATION OF THE SUM OF three hundred twenty eight & no/100 DOLLARS, to the grantors paid, the receipt of which is hereby acknowledged, Ina C. Miller and Leland S. Miller, wife and husband, herein called Grantors, hereby grant unto Tecumseh Pipe Line Company, an Ohio corporation, hereafter called Grantee, its successors and assigns, the right to lay, maintain, inspect, operate, protect, repair, replace and remove a pipe line for the transportation of liquids and/or gases, on, over and through the following described land of which grantors warrant they are the owners in fee simple, situated in Noble County, State of Indiana to-wit:

DEEDED EASEMENT

dk 132,643

643

The North half of the Northeast quarter of Section 10, Township 34 North Range 10 East, containing 160 acres more or less.

together with the right of unimpaired access to said pipe line and the right of ingress and egress, on, over and through said land for any and all purposes necessary and incident to the exercise by said grantee of the rights granted hereunder, including the right to install cathodic protection.

The said grantors have the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted to the said grantee. Grantors agree not to build, create or construct, any obstruction, engineering work, building or other structure over said pipe line or lines, nor permit same to be done by others.

In addition to the above consideration, grantee agrees to pay any damages which may arise to crops, buildings, drain tile, fences and timber, by reason of grantee's operations.

Any pipe line or lines constructed by grantee across lands under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with such cultivation, except that at option of grantee it may be placed above the channel of any stream, ravine, ditch or other watercourse.

As a part of the consideration hereinabove set forth Grantors hereby grant unto said Grantee the right at any time or times to construct and operate an additional pipe line or pipe lines alongside of said first pipe line on, over and through said land, and Grantee agrees to pay Grantors for each additional pipe line so placed the sum of --\$328.00-- Dollars, on or before the time Grantee commences to construct such pipe line on the land hereinabove described. Said additional line or lines to be subject to the same rights, privileges and conditions as the original line.

Grantee shall have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said grantee.

It is agreed that any payment hereunder may be made direct to said grantors or any one of them, or by depositing such payment to the credit of said grantors or any one of them in the Albion National Bank of Albion, Indiana, and payment so made shall be deemed and considered as payment to each of said grantors.

The rights herein granted may be assigned in whole or in part.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, we have hereto set our hands and our seals this 6th day of July, 1956.

Signed, sealed and delivered in the presence of
Wm. S. Myers

Signed Ina C. Miller (Seal)
Typed Ina C. Miller
Signed Leland S. Miller (Seal)
Typed Leland S. Miller

STATE OF INDIANA
COUNTY OF NOBLE SS.

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 6th day of July, 1956, personally appeared Ina C. Miller and Leland S. Miller, wife and husband to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year last above written.

Signed Paul C. Frickett
Typed Paul C. Frickett

My commission expires January 1, 1959
Recorded July 23, 1956 at 11:00 A.M.



Max Adair Recorder, Noble County, Indiana

PHOTOS

PHOTOS



Tract 1+2 Looking Southeast



Tract 3 Looking Northwest

PHOTOS



PHOTOS



Tracts 1-3



Tracts 1-3 Looking Southwest

PHOTOS



PHOTOS



PHOTOS



SCHRADER REAL ESTATE & AUCTION CO., INC.
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