

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



**Fidelity National Title**  
Insurance Company

Commitment Number:

**702500566**

## NOTICE

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

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

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

## COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Edward W. Hardig, Jr.  
Authorized Officer or Agent

Issued Date: July 9, 2025

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company, LLC 108 W. Main Street Warsaw, IN 46580 Main Phone: (574)268-0065	Fidelity National Title Company, LLC 108 W. Main Street Warsaw, IN 46580 Main Phone: (574)268-0065 Main Fax: (574)268-0095

**Order Number: 702500566**

**Property Address: 5 EMS C27B1 Ln, Warsaw, IN 46582**

**SCHEDULE A**

1. Commitment Date: June 30, 2025 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Homeowner's Policy of Title Insurance 2021 (Policy Conversion)
    - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
    - Proposed Amount of Insurance: \$10,000.00
    - The estate or interest to be insured: Fee Simple
  - (b) ALTA Short Form Residential Loan Policy-Assessments Priority 2021
    - Proposed Insured: Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above, its successors and/or assigns as their respective interests may appear
    - Proposed Amount of Insurance: \$10,000.00
    - The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
  - Fee Simple
4. The Title is, at the Commitment Date, vested in:
  - Successor Trustee of the Revocable Trust Agreement of Bret W. Wolf, dated April 29, 2005, an undivided one-half (1/2) interest, and Successor Trustee of the Revocable Trust Agreement of Sue E. Wolf, dated April 29, 2005, an undivided one-half (1/2) interest
5. The Land is described as follows:
  - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 43-07-26-400-171.000-016**

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LOTS NUMBERED ONE (1) AND TWO (2) IN GUNTER'S FIRST ADDITION TO ISLAND PARK, AS RECORDED IN OLD PLAT BOOK 3, PAGE 271, NOW IN NEW PLAT BOOK 2, PAGE 76, IN THE OFFICE OF THE RECORDER OF KOSCIUSKO COUNTY, INDIANA.

ALSO, BEGINNING 28 FEET SOUTH 55 DEGREES EAST FROM THE NORTHEAST CORNER OF LOT 6 IN THE ORIGINAL PLAT OF ISLAND PARK, AND RUNNING THENCE NORTH 49 1/2 DEGREES EAST 42.2 FEET; THENCE NORTH 68 1/2 DEGREES EAST 26.8 FEET TO AN IRON PIPE; THENCE SOUTH 33 DEGREES EAST 95 FEET TO THE WATER'S EDGE; THENCE SOUTH 56 1/4 DEGREES WEST 44.3 FEET ALONG THE LAKE SHORE; THENCE NORTH 41 DEGREES WEST 42.2 FEET; THENCE NORTH 52 3/4 DEGREES WEST 55.2 FEET TO THE PLACE OF BEGINNING, EXCEPTING A STRIP 4 FEET WIDE ALONG THE WEST SIDE WHICH IS RESERVED FOR A PUBLIC PATH; AND ALSO EXCEPTING LOT NUMBER 2 AND THAT PORTION OF LOT NUMBER 1 IN GUNTER'S FIRST ADDITION TO ISLAND PARK LOCATED WITHIN SAID DESCRIPTION.

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AMERICAN  
LAND TITLE  
ASSOCIATION



**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. 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.
6. In the event any document is to be notarized using remote online notary, the following requirements apply:
  - A. Confirmation prior to closing that the County Recorders Office of Kosciusko, Indiana will accept and approve authorized electronic recording of electronically signed and notarized instruments in the form and format being used.
  - B. Electronic recordation in the Recorders Office of Kosciusko of the documents required herein to create the insured estates or interests.
  - C. Execution of instruments in accordance with Indiana law.
  - D. Acknowledgment of the documents required herein to create the insured estates or interests by a notary public properly commissioned as an online notary public by the Indiana Secretary of State with the ability to perform electronic and online notarial acts under IC 33-42-17.
7. Furnish for recordation a deed as set forth below:

Type of deed: Trustees  
Grantor(s): Fee Simple Title Holder as shown on Schedule A  
Grantee(s): Proposed Insured as shown on Schedule A
8. Any conveyance or mortgage by the Trustee of the trust under which title is held must be accompanied by evidence of the continued existence of the trust, the identity of the Trustee and evidence of authority with respect to the contemplated transaction.

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

9. 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 Auditors Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.
10. Mortgage executed by proposed Mortgagor to the proposed insured lender.
11. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
12. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
13. The Company should be furnished a Vendors Affidavit.
14. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.
15. Furnish proof that any outstanding municipal and/or county tax assessments which are due have been paid current.

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

A deed dated August 18, 2017 and recorded August 18, 2017 from Bret W. Wolf, as Trustee of the Revocable Trust Agreement of Bret W. Wolf, dated April 29, 2005, an undivided one-half (1/2) interest, and Sue E. Wolf, as Trustee of the Revocable Trust Agreement of Sue E. Wolf, dated April 29, 2005, an undivided one-half (1/2) interest to Bret W. Wolf, as Trustee of the Revocable Trust Agreement of Bret W. Wolf, dated April 29, 2005, an undivided one-half (1/2) interest, and Sue E. Wolf, as Trustee of the Revocable Trust Agreement of Sue E. Wolf, dated April 29, 2005, an undivided one-half (1/2) interest as Instrument No. 2017080871.

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

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

**END OF SCHEDULE B, PART I**

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## SCHEDULE B, PART II EXCEPTIONS

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions 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 report 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 or special assessments which are not shown as existing liens by the Public Records.
7. Property Taxes are as follows:
  - Tax Year: 2024
  - Due and Payable: 2025
  - May Installment: \$1,016.60 Paid
  - November Installment: \$1,016.60 Unpaid
  - Name of Taxpayer: Wolf, Bret W. Rev Trust Agreement 1/2 & Sue E. Wolf Rev Trust Agreement 1/2, Bret W. Wolf & Sue E. Wolf Trustees
  - Land: \$138,600.00
  - Improvements: \$35,400.00
  - Exemptions: \$0.00
  - Tax Identification No.: 029-708021-50, State Tax ID No.: 43-07-26-400-171.000-016, Key No.: 029-102-022
  - Description: Lots 1 & 2 Island Park 1st Add
8. Annual Assessment as set forth below:
  - Type of Assessment: Deeds Creek
  - Annual Amount: \$6.25, Paid

All future assessments are not yet due and payable.

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## SCHEDULE B, PART II EXCEPTIONS

(continued)

Note: The mail to address on the current tax bill differs from the property address referenced in this commitment. As an anti-fraud measure, an absentee owner letter has been sent to the address noted on the tax bill requesting that the property owner confirm their intent to sell or mortgage the property. Additional steps will be taken prior to closing to confirm the identity of the seller/owner. Those steps may involve the use of Mitek, a third-party identity verification service, or the use of Remote Online Notarization.

9. Taxes for the year 2025 are a lien, due in 2026, but are not yet due and payable.
10. Added improvements in place as of January 1, 2025 are subject to assessment which could increase the tax amounts due in 2026, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
11. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
12. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
13. Covenants, conditions, restrictions, easements and building lines as shown in the plat of Gunters First Addition to Island Park Subdivision recorded in Old Plat Book 3, page 271, now in New Plat Book 2, page 76.
14. Easement(s) and rights incidental thereto, as granted in a document:  
  
Granted to: Tippecanoe and Chapman Regional Sewer District  
Recording Date: January 10, 2022  
Recording No: 2022010349
15. Easement(s) and rights incidental thereto, as granted in a document:  
  
Granted to: Tippecanoe and Chapman Regional Sewer District  
Recording Date: January 10, 2022  
Recording No: 2022010397
16. Terms and provisions of the trust under which title is held.
17. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the Land taken or used for road purposes.
18. Rights of way for drainage tiles, ditches, feeders and laterals, if any.

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**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

19. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the Land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

NOTE: The Indiana statutes prohibit ownership of certain real property by certain foreign parties. The specific statutory language can be found at Indiana Code 1-1-16-1, et seq. and IC 32-22-3-1, et seq. (the Acts). Any loss or damage resulting from a violation of the Acts is excluded under the terms of the Policy.

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

**END OF SCHEDULE B, PART II**

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## COMMITMENT CONDITIONS

**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
  3. The Company's liability and obligation is limited by and this Commitment is not valid without:
    - a. the Notice;
    - b. the Commitment to Issue Policy;
    - c. the Commitment Conditions;
    - d. Schedule A;
    - e. Schedule B, Part I-Requirements;
    - f. Schedule B, Part II-Exceptions; and
    - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

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

**5. LIMITATIONS OF LIABILITY**

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

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(continued)

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

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

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

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

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**END OF CONDITIONS**

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## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

### **State-Specific Consumer Privacy Information:**

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;

- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website ([fnf.com/california-privacy](http://fnf.com/california-privacy)) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginqueries@ag.state.nv.us](mailto:aginqueries@ag.state.nv.us).

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon: Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is

necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

**Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

**RECEIVED**  
AUG 18 2017  
KOSCIUSKO COUNTY  
ASSESSOR

Duly Entered for Taxation Subject to  
Final Acceptance for Transfer this  
AUG 18 2017  
*Joetta Mitchell*  
Auditor of Kosciusko County

2017080871 DEED \$25.00  
08/18/2017 02:51:13P 2 PGS  
Joetta Mitchell  
Kosciusko County Recorder IN  
Recorded as Presented

## WARRANTY DEED

THIS INDENTURE WITNESSETH that **Bret W. Wolf, as Trustee of the Revocable Trust Agreement of Bret W. Wolf, dated April 29, 2005, an undivided one-half (1/2) interest, and Sue E. Wolf, as Trustee of the Revocable Trust Agreement of Sue E. Wolf, dated April 29, 2005, an undivided one-half (1/2) interest, CONVEYS AND WARRANTS to Bret W. Wolf, as Trustee of the Revocable Trust Agreement of Bret W. Wolf, dated April 29, 2005, an undivided one-half (1/2) interest, and Sue E. Wolf, as Trustee of the Revocable Trust Agreement of Sue E. Wolf, dated April 29, 2005, an undivided one-half (1/2) interest, for no consideration, the following real estate in Kosciusko County, Indiana:**

Lots Numbered One (1) and Two (2) in Gunter's First Addition to Island Park, as recorded in Plat Book 3, page 271, in the Office of the Recorder of Kosciusko County, Indiana.

Also, beginning 28 feet South 55 degrees East from the Northeast corner of Lot 6 in the Original Plat of Island Park, and running thence North 49 ½ degrees East 42.2 feet; thence North 68 ½ degrees East 26.8 feet to an iron pipe; thence South 33 degrees East 95 feet to the water's edge; thence South 56 ¼ degrees West 44.3 feet along the lake shore; thence North 41 degrees West 42.2 feet; thence North 52 ¾ degrees West 55.2 feet to the place of beginning, excepting a strip 4 feet wide along the West side which is reserved for a public path; and also excepting Lot Number 2 and that portion of Lot Number 1 in Gunter's First Addition to Island Park located within said description.

Subject to all covenants, easements, or restrictions of record, and all applicable building and zoning laws and ordinances and possible rights of tile and drainage ditches.

**RESTRICTIVE COVENANT:** This deed is for the purpose of combining the above tracts into a single tract for zoning and tax purposes. These tracts may not be sold separately without the approval of the Kosciusko County Board of Zoning Appeals.

Dated this 18<sup>th</sup> day of August, 2017.

**Revocable Trust Agreement  
of Bret W. Wolf**

**Revocable Trust Agreement  
of Sue E. Wolf**

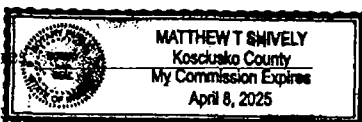
Bret W. Wolf  
Bret W. Wolf, Trustee

Sue E. Wolf  
Sue E. Wolf, Trustee

STATE OF INDIANA )  
 ) SS:  
COUNTY OF KOSCIUSKO )

Before me, the undersigned, a Notary Public in and for said County and State, this 18<sup>th</sup> day of August, 2017, personally appeared Bret W. Wolf, as Trustee of the Revocable Trust Agreement of Bret W. Wolf dated April 29, 2005, and Sue E. Wolf as Trustee of the Revocable Trust Agreement of Sue E. Wolf dated April 29, 2005, and acknowledged the execution of the foregoing deed. In witness thereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires  
County of Residence



Signature:  
Print:

Matthew T. Shively

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: Bret W. Wolf

Mailing address for tax bills: 407 South High Street, Warsaw, Indiana 46580

Grantee's street address: 407 South High Street, Warsaw, Indiana 46580

Prepared by: Bret W. Wolf and Sue E. Wolf

**AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT  
AND PERMANENT SEWER UTILITY EASEMENT**

This Agreement for Temporary Construction Easement and Permanent Sewer Utility Easement (the "**Agreement**") is made and entered into by and among Bret W. Wolf, as Trustee of the Revocable Trust Agreement of Bret W. Wolf, dated April 29, 2105, and Sue E. Wolf, Trustee, under the Revocable Trust Agreement of Sue E. Wolf, dated April 29, 2105, and any amendments thereto (the "**Grantor**"), and the Tippecanoe and Chapman Regional Sewer District, Kosciusko, Indiana (the "**Grantee**" or "**District**"), under the circumstances set forth below.

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of a tract of real estate located in Kosciusko County, Indiana, the legal description of which, contained in the deed, is attached hereto as "Exhibit A" and recorded in the office of the Kosciusko County Recorder as Document Number 2017080550 (the "**Real Estate**");

**WHEREAS**, Grantee desires to install, maintain, or have access to sewer utility facilities, including, but not limited to, underground main line, lateral lines, air release valves, manholes, gravity sewer lines, a residential pump station, lift stations, electrical conduit, control panel, and all related components (the "**Facilities**") upon the Real Estate to serve the permanent structures located thereon and adjacent thereto; and

**WHEREAS**, Grantee also desires to construct, install, operate, control, maintain, reconstruct, remove, and have access to an underground sanitary sewer line, air release valves, manholes, and related facilities upon the Real Estate to serve other properties and the District's sewage collection system (the "**Line**").

**NOW, THEREFORE**, in consideration of the recitals above, the covenants contained herein, the installation by the District of a grinder pump (or shared grinder pump) connected to the District's sewage collection system capable of serving the Real Estate (upon the Grantor's connection thereto), and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee mutually agree as follows:

1. **Recitals.** All recitals set forth above are included in their entirety in this Agreement and made a part hereof.
2. **Grant of Temporary Construction Easement.** Grantor, as the owner of the Real Estate, grants, transfers, and conveys to Grantee, its successors and assigns, temporary rights-of-way and easements to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, and remove the Facilities and the Line over, on, across, under, and through the Real Estate and any land described as a private road over which the Grantor has a right of ingress and egress (the "**Construction Easement**"). It is the intent that all work within the Construction Easement area shall not interfere with or cause harm to any existing improvements, drainage, structures, or landscaping. To the extent it does interfere or to the extent there is a disturbance, the District shall restore all areas of the Real Estate disturbed pursuant to the District's use of this Construction Easement to "as good as" condition as

2022010349 EASE \$25.00  
1/10/2022 1:36:12 PM 9 PGS  
Joetta Mitchell  
Kosciusko County Recorder IN  
Recorded as Presented



the Real Estate was in immediately preceding use of the Construction Easement as is reasonably possible.

3. **Termination of Construction Easement.** The Construction Easement shall be null, void, and extinguished upon the later of: (a) two (2) years from the commencement of the installation of the Facilities or Line by the District, (b) upon the connection of the Facilities installed by the District to the permanent structure being served by said Facilities, or (c) completion of the installation of the Line and connection to the wastewater collection system. Upon such termination of the Construction Easement, Grantee agrees, upon request of Grantor, to provide any waiver, release, or other document reasonably necessary to provide further evidence to any interested party that the Construction Easement no longer burdens the Real Estate.
4. **Grant of Permanent Sewer Utility Easement.** Upon the termination of the Construction Easement, or if the Facilities or Line have already been constructed, Grantor grants, transfers, and conveys to Grantee, its successors and assigns, a permanent easement to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, or remove the Facilities or the Line over, on, across, under, and through a portion of the Real Estate (the "**Permanent Easement**"). The location of the Permanent Easement shall extend seven and one-half (7.5) feet on all sides of the Facilities and Line installed by the District or by others and transferred to the District. In the event that seven and one-half (7.5) feet of easement area is not available on each side of the Facilities or Line because of a condition of the Real Estate, including, but not limited to, the location of a property line or a previously placed structure or obstacle, the Permanent Easement shall be fifteen (15) feet in total width measured from the limiting condition of the Real Estate and extending in the opposite direction fifteen (15) feet. In addition, Grantee shall have the right of ingress and egress over the Real Estate, any land described as a private road over which the Grantor has a right of ingress and egress, and adjacent lands of Grantor (and all successors and assigns) as may be necessary from time to time to serve the purposes of this Permanent Easement.
5. **Assignment to Adjacent Property Owner.** In the event there is, or there is anticipated to be, now or at any time in the future, a shared grinder pump located upon the Real Estate (installed or to be installed in the Permanent Easement), Grantee may assign, but also retain for itself, all of its rights in the Construction Easement or the Permanent Easement granted herein to the owner of adjoining real estate solely for the purpose of allowing said real estate (and improvements thereon) to connect to or caused to be connected to the Facilities or Line, including but not limited to, an electrical power line or supply from said owner's real estate to a grinder pump or other Facilities located on Grantor's Real Estate within the Construction Easement or the Permanent Easement.
6. **Scope of Permanent Easement.** Grantor shall have the full right to use the surface area of the Permanent Easement granted herein for purposes not inconsistent with Grantee's full use of the rights granted herein. In addition, Grantor shall not construct, erect, place, or allow any obstacles, obstructions, buildings, structures, permanent pavement, landscaping,

fences, or other improvements (the "**Improvements**") on, over, under, or within the Permanent Easement. In the event that Grantor violates the provisions of this Paragraph, the following shall apply:

- (a) The Grantor shall be liable for any damage done to the Improvements, including the replacement or repair of such Improvements if in maintaining the Facilities the Grantee has damaged the Improvements. The Grantee is indemnified and held harmless as to any such damage or loss;
- (b) The Grantor shall be liable for any damage to the equipment of Grantee so caused by the removal of the Improvements in the course of maintaining the Facilities or the line located under the Permanent Easement; and
- (c) The Grantor shall be liable for and pay any additional expense (including but not limited to the cost for the use of any unique or specialized equipment required by the nature of the Improvements) incurred by the Grantee in exercising its rights hereunder due to any obstruction caused by the Improvements.

Notwithstanding the above, Grantee retains, at all times, the right to require the Grantor to remove, or Grantee may remove itself and charge Grantor for the cost of said removal, any Improvements placed upon the Permanent Easement.

7. **Grantee's Rights.** The Grantee may, without liability, enter into the Permanent Easement and the Real Estate, take all steps deemed reasonable by the Grantee to maintain the Permanent Easement granted herein and to protect the Facilities, the Line, and related improvements which may be installed thereon. Such steps may include, but are not limited to, the removal of any Improvements, trees, bushes, landscaping, and items that may in any way affect the operation of the Facilities or the Line. Grantor shall retain ownership of any items removed.
8. **Warranty of Grantor.** Grantor warrants and represents that Grantor is the fee simple owner of the Real Estate and the person or persons executing this Agreement on behalf of Grantor represent and warrant that they are fully empowered to execute and deliver this Agreement. Furthermore, Grantor represents and warrants that it is and shall be bound by the requirements and obligations of Grantee's ordinances as promulgated and amended from time to time.
9. **Ownership of Facilities and Line.** At all times, Grantee shall be deemed to own all Facilities and Lines installed or to be installed upon the Real Estate.
10. **Binding Effect.** This Agreement and the grants hereunder shall be binding upon the heirs, personal representatives, beneficiaries, successors, or assigns of the Grantor and shall run with the land.
11. **Non-Waiver of Grantee's Rights.** Grantee may enforce the terms of this Agreement at its discretion. If Grantor breaches any term of this Agreement and Grantee does not

exercise its rights under this Agreement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such breach, of any subsequent breach of such term, of any other term of this Agreement or of any of Grantee's rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Agreement.

12. **Waiver of Appraisal and Statement of Easement Donation.** Grantor herein acknowledges being previously furnished a link to the booklet "**When A Public Agency Acquires Your Property**" on or about July 23, 2021, and understands that the Grantor is hereby waiving certain rights afforded by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. This grant is made to the District for its sanitary sewer project without any coercive action of any nature, and Grantor desires to donate the Construction Easement and Permanent Easement to the District.

*Signature Page to follow*

THIS DOCUMENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND EXCEPT AS PROVIDED FOR IN IC 36-2-7-10, SHALL NOT BE REPRODUCED PURSUANT TO IC 36-2-7-10, AT THE COUNTY RECORDER'S OFFICE.

IN WITNESS WHEREOF, the Grantor has executed this Agreement this 1 day of October, 2021, in its official capacity by Bret W. Wolf, Trustee, who represents and warrants that he/she is duly qualified to act on behalf of Grantor in the execution of this Agreement.

Signed: Bret W. Wolf  
Bret W. Wolf

Trustee, under the Revocable Trust Agreement of Bret W. Wolf

STATE OF INDIANA  
) SS:  
COUNTY OF KOSCIUSKO

Before me, a notary public in and for said County and State, personally appeared Bret W. Wolf, the Trustee, who acknowledged the execution of the foregoing on behalf of said Grantor, and who, having been duly sworn, stated that any representations therein contained are true and that he/she has the authority to execute this Agreement on behalf of Grantor.

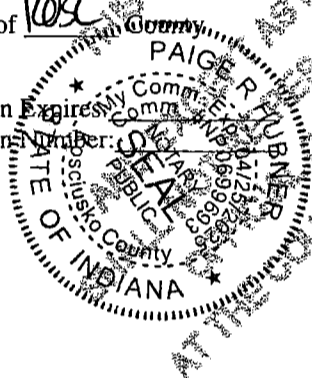
IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this 1 day of October, 2021.

A resident of KOSCIUSKO County,

Paige R Hubner  
Notary Public (signature)

Commission Expires: 06/30/2025  
Commission Number: 06990623

Paige R Hubner  
Notary Public (printed name)







Aug 15 2017

*Michelle J. Lusetti*  
Auditor of Kosciusko County

EXHIBIT "A"

2017080550 DEED \$25.00  
08/15/2017 10:42:47AM 2 PGS  
Joetta Mitchell  
Kosciusko County Recorder IN  
Recorded as Presented



C27B1-3

WARRANTY DEED

This Indenture Witnesseth, that Rhonda Hart, Guardian of the Estate of Leona E. Smith, incompetent, and Rhonda Hart, f/k/a Rhonda Wrightsman, individually, for One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, CONVEYS AND WARRANTS TO Bret W. Wolf, as Trustee of the Revocable Trust Agreement of Bret W. Wolf, dated April 29, 2005, an undivided one-half (1/2) interest, and Sue E. Wolf, as Trustee of the Revocable Trust Agreement of Sue E. Wolf dated April 29, 2005, an undivided one-half interest in the following described real estate situate in Kosciusko County, in the State of Indiana, to wit:

Lots Numbered One (1) and Two (2) in Gunter's First Addition to Island Park, as recorded in Plat Book 3, page 271, in the Office of the Recorder of Kosciusko County, Indiana.

Also, beginning 28 feet South 55 degrees East from the Northeast corner of Lot 6 in the Original Plat of Island Park, and running thence North 49 1/2 degrees East 42.2 feet; thence North 68 1/2 degrees East 26.8 feet to an iron pipe; thence South 33 degrees East 95 feet to the water's edge; thence South 56 1/4 degrees West 44.3 feet along the lake shore; thence North 41 degrees West 42.2 feet; thence North 52 3/4 degrees West 55.2 feet to the place of beginning, excepting a strip 4 feet wide along the West side which is reserved for a public path; and also excepting Lot Number 2 and that portion of Lot Number 1 in Gunter's First Addition to Island Park located within said description.

Subject to all covenants, easements or restrictions of record and all applicable building and zoning laws and ordinances and possible rights of tile and drainage ditches.

IN WITNESS WHEREOF, the said Grantor, Rhonda Hart, Guardian of the Estate of Leona E. Smith, and Rhonda Hart, f/k/a Rhonda Wrightsman, individually, has executed this Deed this 7<sup>th</sup> day of August, 2017.

*Leona E. Smith*

*R. Hart*

By: Rhonda Hart, Guardian of the Estate of Leona E. Smith, incompetent

Rhonda Hart f/k/a Rhonda Wrightsman

STATE OF FLORIDA, Marion COUNTY, SS:

Before me, a Notary Public, in and for said County and State, personally appeared the within named Rhonda Hart, Guardian of the Estate of Leona E. Smith, incompetent and Rhonda Hart, f/k/a Rhonda Wrightsman, individually, and acknowledged the execution of the foregoing deed to be her voluntary act and deed, for the uses and purposes herein mentioned this 1<sup>st</sup> day of August, 2017.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: May 30, 2020

Rachel Cheff  
Notary Public

County of Residence: Marion

Rachel Cheff  
Printed Name



MAIL TAX STATEMENTS TO: And GRANTEE'S MAILING ADDRESS:  
407 S. High St.  
Warsaw, IN 46580

PROPERTY ADDRESS:  
5 Gms C 2762 Lane  
Warsaw IN 46582

THIS DOCUMENT IS PROVIDED FOR INFORMATION ONLY AND EXCEPT WHERE SHOWN OTHERWISE, IT SHALL NOT BE RESOLVED FOR THE OFFICIAL COPIES IN THE COUNTY RECORDS.

This instrument prepared by Christopher D. Kehler, 208 West Fort Wayne Street, Warsaw, Indiana 46580. Further, "I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document unless required by law."

Signed: [Signature] Printed Name: Christopher D. Kehler  
C:\Users\Public\Documents\DEEDS\CENTER TITLE DEEDS\SmithLeonaGdnHartRhondaWolfBretSueWDeed.docx

**AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT  
AND PERMANENT SEWER UTILITY EASEMENT**

This Agreement for Temporary Construction Easement and Permanent Sewer Utility Easement (the "**Agreement**") is made and entered into by and among Bret W. Wolf, as Trustee of the Revocable Trust Agreement of Bret W. Wolf, dated April 29, 2105, and Sue E. Wolf, Trustee, under the Revocable Trust Agreement of Sue E. Wolf, dated April 29, 2105, and any amendments thereto (the "**Grantor**"), and the Tippecanoe and Chapman Regional Sewer District, Kosciusko, Indiana (the "**Grantee**" or "**District**"), under the circumstances set forth below.

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of a tract of real estate located in Kosciusko County, Indiana, the legal description of which, contained in the deed, is attached hereto as "Exhibit A" and recorded in the office of the Kosciusko County Recorder as Document Number 2017080550 (the "**Real Estate**");

**WHEREAS**, Grantee desires to install, maintain, or have access to sewer utility facilities, including, but not limited to, underground main line, lateral lines, air release valves, manholes, gravity sewer lines, a residential pump station, lift stations, electrical conduit, control panel, and all related components (the "**Facilities**") upon the Real Estate to serve the permanent structures located thereon and adjacent thereto; and

**WHEREAS**, Grantee also desires to construct, install, operate, control, maintain, reconstruct, remove, and have access to an underground sanitary sewer line, air release valves, manholes, and related facilities upon the Real Estate to serve other properties and the District's sewage collection system (the "**Line**");

**NOW, THEREFORE**, in consideration of the recitals above, the covenants contained herein, the installation by the District of a grinder pump (or shared grinder pump) connected to the District's sewage collection system capable of serving the Real Estate (upon the Grantor's connection thereto), and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee mutually agree as follows:

1. **Recitals.** All recitals set forth above are included in their entirety in this Agreement and made a part hereof.
2. **Grant of Temporary Construction Easement.** Grantor, as the owner of the Real Estate, grants, transfers, and conveys to Grantee, its successors and assigns, temporary rights-of-way and easements to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, and remove the Facilities and the Line over, on, across, under, and through the Real Estate and any land described as a private road over which the Grantor has a right of ingress and egress (the "**Construction Easement**"). It is the intent that all work within the Construction Easement area shall not interfere with or cause harm to any existing improvements, drainage, structures, or landscaping. To the extent it does interfere or to the extent there is a disturbance, the District shall restore all areas of the Real Estate disturbed pursuant to the District's use of this Construction Easement to "as good as" condition as

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Joetta Mitchell  
Kosciusko County Recorder IN  
Recorded as Presented



the Real Estate was in immediately preceding use of the Construction Easement as is reasonably possible.

3. **Termination of Construction Easement**. The Construction Easement shall be null, void, and extinguished upon the later of: (a) two (2) years from the commencement of the installation of the Facilities or Line by the District, (b) upon the connection of the Facilities installed by the District to the permanent structure being served by said Facilities, or (c) completion of the installation of the Line and connection to the wastewater collection system. Upon such termination of the Construction Easement, Grantee agrees, upon request of Grantor, to provide any waiver, release, or other document reasonably necessary to provide further evidence to any interested party that the Construction Easement no longer burdens the Real Estate.
4. **Grant of Permanent Sewer Utility Easement**. Upon the termination of the Construction Easement, or if the Facilities or Line have already been constructed, Grantor grants, transfers, and conveys to Grantee, its successors and assigns, a permanent easement to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, or remove the Facilities or the Line over, on, across, under, and through a portion of the Real Estate (the "**Permanent Easement**"). The location of the Permanent Easement shall extend seven and one-half (7.5) feet on all sides of the Facilities and Line installed by the District or by others and transferred to the District. In the event that seven and one-half (7.5) feet of easement area is not available on each side of the Facilities or Line because of a condition of the Real Estate, including, but not limited to, the location of a property line or a previously placed structure or obstacle, the Permanent Easement shall be fifteen (15) feet in total width measured from the limiting condition of the Real Estate and extending in the opposite direction fifteen (15) feet. In addition, Grantee shall have the right of ingress and egress over the Real Estate, any land described as a private road over which the Grantor has a right of ingress and egress, and adjacent lands of Grantor (and all successors and assigns) as may be necessary from time to time to serve the purposes of this Permanent Easement.
5. **Assignment to Adjacent Property Owner**. In the event there is, or there is anticipated to be, now or at any time in the future, a shared grinder pump located upon the Real Estate (installed or to be installed in the Permanent Easement), Grantee may assign, but also retain for itself, all of its rights in the Construction Easement or the Permanent Easement granted herein to the owner of adjoining real estate solely for the purpose of allowing said real estate (and improvements thereon) to connect to or caused to be connected to the Facilities or Line, including but not limited to, an electrical power line or supply from said owner's real estate to a grinder pump or other Facilities located on Grantor's Real Estate within the Construction Easement or the Permanent Easement.
6. **Scope of Permanent Easement**. Grantor shall have the full right to use the surface area of the Permanent Easement granted herein for purposes not inconsistent with Grantee's full use of the rights granted herein. In addition, Grantor shall not construct, erect, place, or allow any obstacles, obstructions, buildings, structures, permanent pavement, landscaping,

fences, or other improvements (the "**Improvements**") on, over, under, or within the *Permanent Easement*. In the event that Grantor violates the provisions of this Paragraph, the following shall apply:

- (a) The Grantor shall be liable for any damage done to the Improvements, including the replacement or repair of such Improvements if in maintaining the Facilities the Grantee has damaged the Improvements. The Grantee is indemnified and held harmless as to any such damage or loss;
- (b) The Grantor shall be liable for any damage to the equipment of Grantee so caused by the removal of the Improvements in the course of maintaining the Facilities or the line located under the Permanent Easement; and
- (c) The Grantor shall be liable for and pay any additional expense (including but not limited to the cost for the use of any unique or specialized equipment required by the nature of the Improvements) incurred by the Grantee in exercising its rights hereunder due to any obstruction caused by the Improvements.

Notwithstanding the above, Grantee retains, at all times, the right to require the Grantor to remove, or Grantee may remove itself and charge Grantor for the cost of said removal, any Improvements placed upon the Permanent Easement.

7. **Grantee's Rights.** The Grantee may, without liability, enter into the Permanent Easement and the Real Estate, take all steps deemed reasonable by the Grantee to maintain the Permanent Easement granted herein and to protect the Facilities, the Line, and related improvements which may be installed thereon. Such steps may include, but are not limited to, the removal of any Improvements, trees, bushes, landscaping, and items that may in any way affect the operation of the Facilities or the Line. Grantor shall retain ownership of any items removed.
8. **Warranty of Grantor.** Grantor warrants and represents that Grantor is the fee simple owner of the Real Estate and the person or persons executing this Agreement on behalf of Grantor represent and warrant that they are fully empowered to execute and deliver this Agreement. Furthermore, Grantor represents and warrants that it is and shall be bound by the requirements and obligations of Grantee's ordinances as promulgated and amended from time to time.
9. **Ownership of Facilities and Line.** At all times, Grantee shall be deemed to own all Facilities and Lines installed or to be installed upon the Real Estate.
10. **Binding Effect.** This Agreement and the grants hereunder shall be binding upon the heirs, personal representatives, beneficiaries, successors, or assigns of the Grantor and shall run with the land.
11. **Non-Waiver of Grantee's Rights.** Grantee may enforce the terms of this Agreement at its discretion. If Grantor breaches any term of this Agreement and Grantee does not

exercise its rights under this Agreement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such breach, of any subsequent breach of such term, of any other term of this Agreement or of any of Grantee's rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Agreement.

12. **Waiver of Appraisal and Statement of Easement Donation.** Grantor herein acknowledges being previously furnished a link to the booklet "When A Public Agency Acquires Your Property" on or about July 23, 2021, and understands that the Grantor is hereby waiving certain rights afforded by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. This grant is made to the District for its sanitary sewer project without any coercive action of any nature, and Grantor desires to donate the Construction Easement and Permanent Easement to the District.

*Signature Page to Follow*

THIS DOCUMENT IS PROVIDED FOR INFORMATION ONLY  
AND EXCEPT AS PROVIDED FOR IN I.C. §§ 2-7-10 TO 2-7-19  
SHALL NOT BE REPRODUCED PURSUANT TO I.C. §§ 2-7-10 TO 2-7-19  
AT THE COUNTY RECORDERS OFFICE

IN WITNESS WHEREOF, the Grantor has executed this Agreement this 1 day of October, 2021, in its official capacity by Bret W. Wolf, Trustee, who represents and warrants that he/she is duly qualified to act on behalf of Grantor in the execution of this Agreement.

Signed: Bret W. Wolf  
Bret W. Wolf

Trustee, under the Revocable Trust Agreement of Bret W. Wolf

STATE OF INDIANA  
COUNTY OF WOSCIUSSO ) SS:

Before me, a notary public in and for said County and State, personally appeared Bret W. Wolf, the Trustee, who acknowledged the execution of the foregoing on behalf of said Grantor, and who, having been duly sworn, stated that any representations therein contained are true and that he/she has the authority to execute this Agreement on behalf of Grantor.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this 1 day of October, 2021.

A resident of WOSC

Paige R Hubner

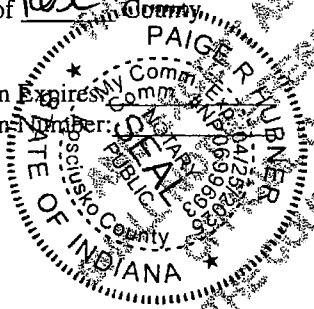
Notary Public (signature)

Commission Expires: 01/01/2025

Paige R Hubner

Commission Number: 0123456789

Notary Public (printed name)



IN WITNESS WHEREOF, the Grantee has caused this Agreement to be executed in its corporate capacity by its duly qualified and acting President, Jonathan Tyler, who says that he is the duly qualified and acting President of the Board of Trustees of the Tippecanoe and Chapman Regional Sewer District, Kosciusko County, Indiana.

Signed this 6 day of DEC, 2021.

TIPPECANOE AND CHAPMAN  
REGIONAL SEWER DISTRICT

By: [Signature]  
Jonathan Tyler, President

ATTEST:

[Signature]  
Kim Hathaway, Secretary

STATE OF INDIANA

) SS:  
COUNTY OF KOSCIUSKO

Before me, a notary public in and for said County and State, personally appeared Jonathan Tyler, President of the Board of Trustees of the Tippecanoe and Chapman Regional Sewer District, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this 6th day of December, 2021.

A resident of St Joseph County, [Signature]  
Notary Public (signature)

Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
VICTORIA A. TRUJILLO  
Notary Public (printed name)


Return Original to:  
Tippecanoe and Chapman Regional Sewer District  
P.O. Box 572,  
North Webster, IN 46555

*This instrument was prepared by Andrew D. Boxberger, Attorney at Law, Attorney No.23515-02. I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law.*



Aug 15 2017  
*Mitchell J. Russett*  
Auditor of Kosciusko County

EXHIBIT "A"

2017080550 DEED \$25.00  
08/15/2017 10:42:47AM 2 PGS  
Joetta Mitchell  
Kosciusko County Recorder IN  
Recorded as Presented  


C27B1-3

WARRANTY DEED

This Indenture Witnesseth, that Rhonda Hart, Guardian of the Estate of Leona E. Smith, incompetent, and Rhonda Hart, f/k/a Rhonda Wrightsman, individually, for One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, CONVEYS AND WARRANTS TO Bret W. Wolf, as Trustee of the Revocable Trust Agreement of Bret W. Wolf, dated April 29, 2005, an undivided one-half (1/2) interest, and Sue E. Wolf, as Trustee of the Revocable Trust Agreement of Sue E. Wolf dated April 29, 2005, an undivided one-half interest in the following described real estate situate in Kosciusko County, in the State of Indiana, to wit:

Lots Numbered One (1) and Two (2) in Gunter's First Addition to Island Park, as recorded in Plat Book 3, page 271, in the Office of the Recorder of Kosciusko County, Indiana.

Also, beginning 28 feet South 55 degrees East from the Northeast corner of Lot 6 in the Original Plat of Island Park, and running thence North 49 1/2 degrees East 42.2 feet; thence North 68 1/2 degrees East 26.8 feet to an iron pipe; thence South 33 degrees East 95 feet to the water's edge; thence South 56 1/4 degrees West 44.3 feet along the lake shore; thence North 41 degrees West 42.2 feet; thence North 52 1/2 degrees West 55.2 feet to the place of beginning, excepting a strip 4 feet wide along the West side which is reserved for a public path; and also excepting Lot Number 2 and that portion of Lot Number 1 in Gunter's First Addition to Island Park located within said description.

Subject to all covenants, easements or restrictions of record and all applicable building and zoning laws and ordinances and possible rights of tile and drainage ditches.

IN WITNESS WHEREOF, the said Grantor, Rhonda Hart, Guardian of the Estate of Leona E. Smith, and Rhonda Hart, f/k/a Rhonda Wrightsman, individually, has executed this Deed this 7<sup>th</sup> day of August, 2017.

*Leona E. Smith*

*R. Hart*

By: Rhonda Hart, Guardian of the Estate of Leona E. Smith, incompetent

Rhonda Hart f/k/a Rhonda Wrightsman

STATE OF FLORIDA, Marion COUNTY, SS:

Before me, a Notary Public, in and for said County and State, personally appeared the within named Rhonda Hart, Guardian of the Estate of Leona E. Smith, incompetent and Rhonda Hart, f/k/a Rhonda Wrightsman, individually, and acknowledged the execution of the foregoing deed to be her voluntary act and deed, for the uses and purposes herein mentioned this 7<sup>th</sup> day of August, 2017.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: May 30, 2020

Rachel Cheff  
Notary Public

County of Residence: Marion

Rachel Cheff  
Printed Name



MAIL TAX STATEMENTS TO: AND GRANTEE'S MAILING ADDRESS:  
407 S. High St.  
Warsaw IN 46580

PROPERTY ADDRESS:  
5 GMS C 2762 Lane  
Warsaw IN 46582

This instrument prepared by Christopher D. Kehler, 208 West Fort Wayne Street, Warsaw, Indiana 46580. Further, "I affirm under the penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document unless required by law."

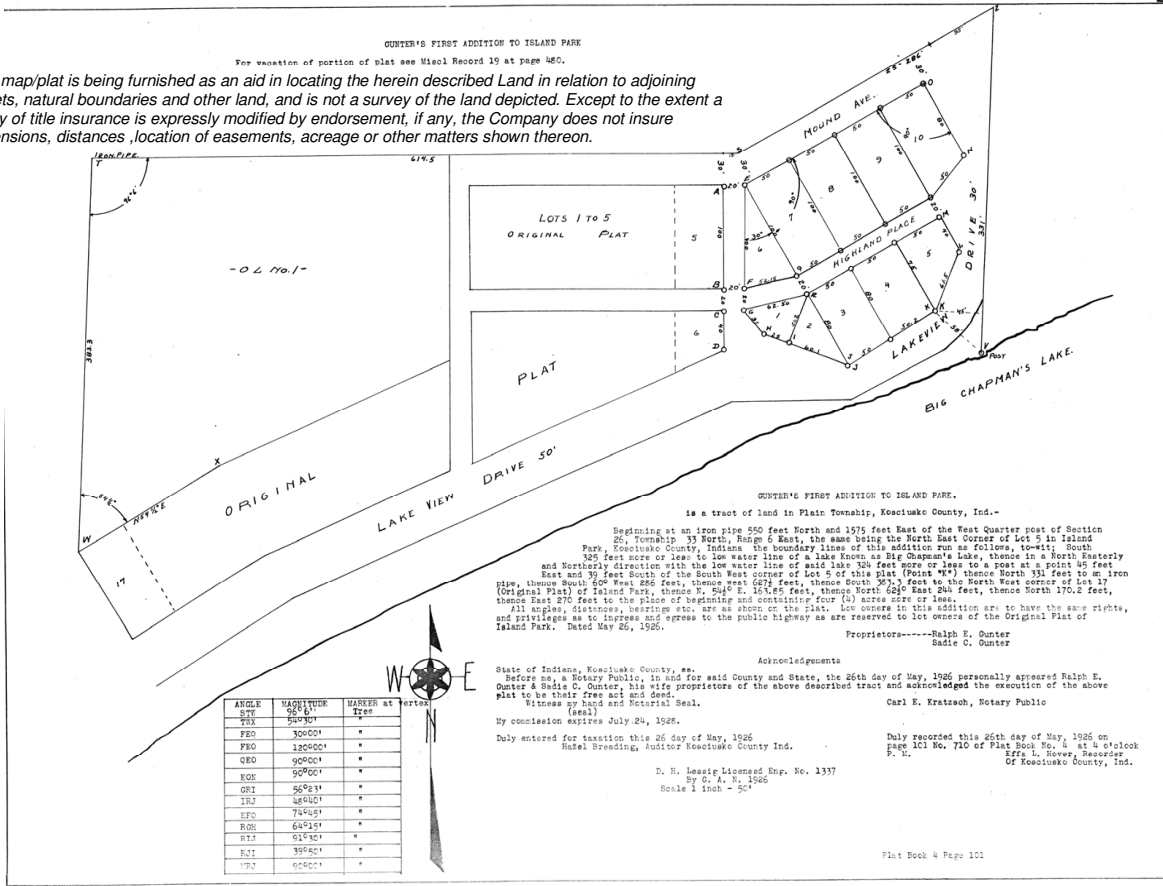
Signed: [Signature] Printed Name: Christopher D. Kehler

C:\Users\Public\Documents\DEEDS\CENTER TITLE DEEDS\SmithLeonaGdnHartRhondaWolfBretSueWD deed.docx

CUNTER'S FIRST ADDITION TO ISLAND PARK

For vacation of portion of plat see Miscel Record 19 at page 460.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



CUNTER'S FIRST ADDITION TO ISLAND PARK.  
is a tract of land in Plain Township, Kosciusko County, Ind.-

Beginning at an iron pipe 550 feet North and 1575 feet East of the West Quarter post of Section 26, Township 33 North, Range 6 East, the east being the North East Corner of lot 5 in Island Park, Kosciusko County, Indiana the boundary lines of this addition run as follows, to-wit: South 125 feet more or less to low water line of a lake known as Big Chapman's Lake, thence in a North Easterly and Northerly direction with the low water line of said lake 324 feet more or less to a post at a point 45 feet East and 39 feet South of the South West corner of lot 5 of this plat (Point W); thence North 331 feet to an iron pipe, thence South 600 West 286 feet, thence West 677 feet, thence South 307.7 feet to the North West corner of lot 17 (Original Plat) of Island Park, thence N. 84° E. 154.5 feet, thence North 684 East 244 feet, thence North 170.2 feet, thence East 270 feet to the place of beginning and containing four (4) acres more or less.

All angles, distances, bearings etc. are as shown on the plat. Lot corners in this addition are to have the same rights, and privileges as to ingress and egress to the public highway as are reserved to lot owners of the Original Plat of Island Park. Dated May 26, 1926.

Proprietors-----Ralph E. Cunter  
Sadie C. Cunter

Acknowledgements  
State of Indiana, Kosciusko County, ss.  
Before me, a Notary Public, in and for said County and State, the 26th day of May, 1926 personally appeared Ralph E. Cunter & Sadie C. Cunter, his wife proprietors of the above described tract and acknowledged the execution of the above plat to be their free act and deed.

Carl E. Kratsch, Notary Public

Witness my hand and Notarial Seal.  
(Seal)  
My commission expires July 24, 1926.

Duly entered for taxation this 26 day of May, 1926  
Notal Breeding, Auditor Kosciusko County Ind.

Duly recorded this 26th day of May, 1926 on  
page 101 No. 170 of Plat Book No. 4 at 4 o'clock  
P. M.  
Ella L. Hower, Recorder  
Of Kosciusko County, Ind.

D. H. Leasly Licensed Eng. No. 1337  
By G. A. M. 1926  
Scale 1 inch = 50'

ANGLE	BEARING	DISTANCE	MARKER	at	Point
Site	or	or	Type		
TRX	54° 30'	17	*		
FEO	30° 00'	*			
FEO	125° 00'	*			
QEO	90° 00'	*			
EQE	90° 00'	*			
GRE	56° 24'	*			
IRJ	48° 45'	*			
IFD	74° 45'	*			
ROD	64° 15'	*			
RJL	61° 30'	*			
RJL	35° 30'	*			
TRJ	60° 00'	*			