

Real Estate

# AUCTION

219±  
acres  
*Offered in 5 Tracts*

DELAWARE COUNTY, IN  
MONROE TOWNSHIP



- 198.5± acres Tillable Acres
- Primarily Treaty, Rensselaer, and Crosby Soils
- Level to Gently Rolling Topography
- Large Stocked Pond with Cabin

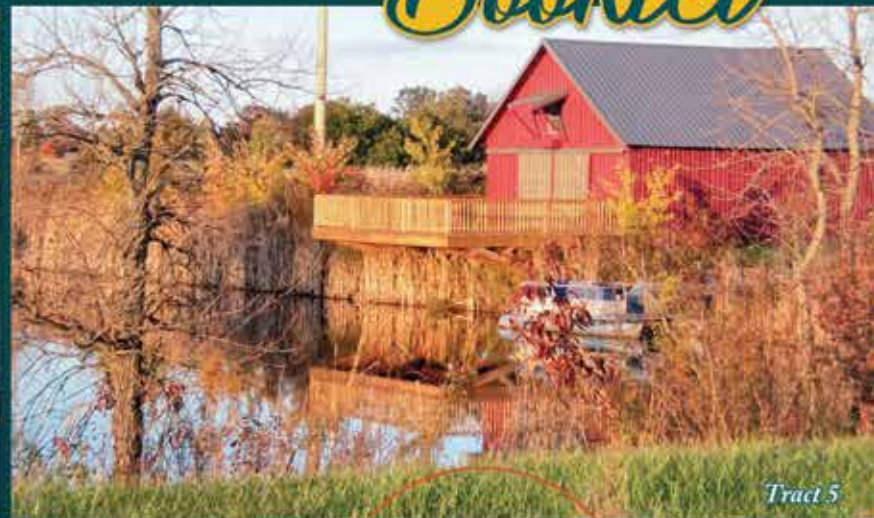
Thursday

January 22 at 6:00pm

held at Delaware County Fairgrounds  
The Heartland Building, Muncie, IN  
Online Bidding Available

Tracts 1-5

# INFORMATION Booklet



Tract 5

Tract 5



- TIMED ONLINE BIDDING
- VIRTUAL
- LIVE WITH ONLINE

800.451.2709 • [SchraderAuction.com](http://SchraderAuction.com)

## 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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**AUCTION  
MANAGER**

Dean Retherford • 765.427.1244 (*cell*) • 765.296.8475 (*office*)



950 N. Liberty Dr., Columbia City, IN 46725

800.451.2709 | 260.244.7606

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# **BIDDER PRE-REGISTRATION FORM**

**THURSDAY, JANUARY 22, 2026**

**219± ACRES – DELAWARE COUNTY, 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](mailto:auctions@schraderauction.com) or fax to 260-244-4431, no later than Thursday, January 15, 2026.  
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**  
**219± Acres • Delaware County, Indiana**  
**Thursday, January 22, 2026**

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

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

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

1. My name and physical address is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My phone number is: \_\_\_\_\_

2. I have received the Real Estate Bidder's Package for the auction being held on Thursday, January 22, 2026 at 6:00 PM (EST).
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](http://www.schraderauction.com)) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$\_\_\_\_\_. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.  
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725  
Phone 260-244-7606; Fax 260-244-4431; email: [auctions@schraderauction.com](mailto: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, Thursday, January 15, 2026**. Send your deposit and return this form via fax or email to: **260-244-4431 or 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.***

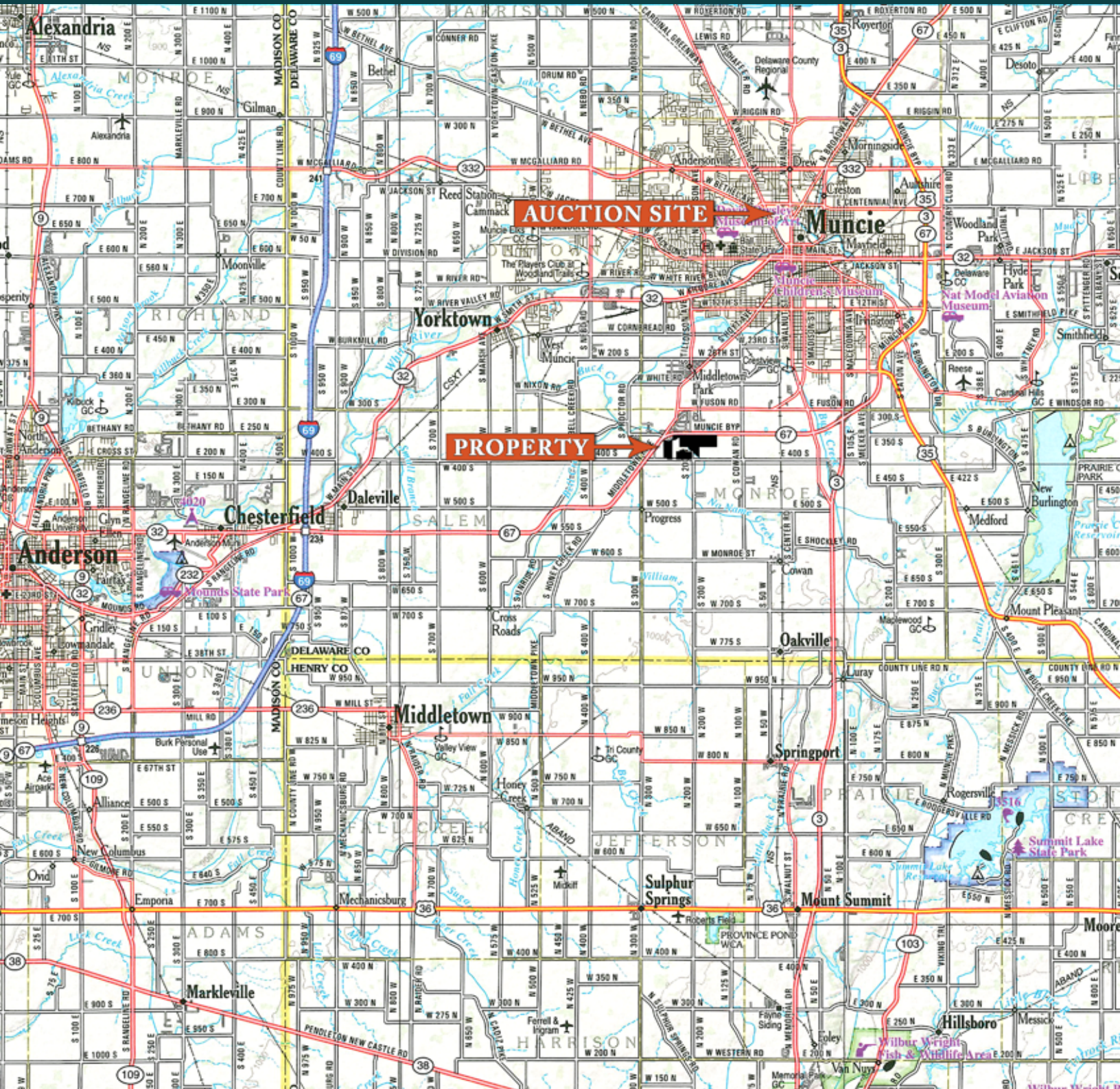
**Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:**

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 MAP

# LOCATION MAP



**Property Location:** On the south & east sides of SR 67 at S 200 W & W 400 S, just south of Muncie and east of Anderson.

**Auction Location:** The Delaware County Fairgrounds - The Heartland Building, 1210 N Wheeling Ave, Muncie, IN 47303



**Online Bidding Available:**

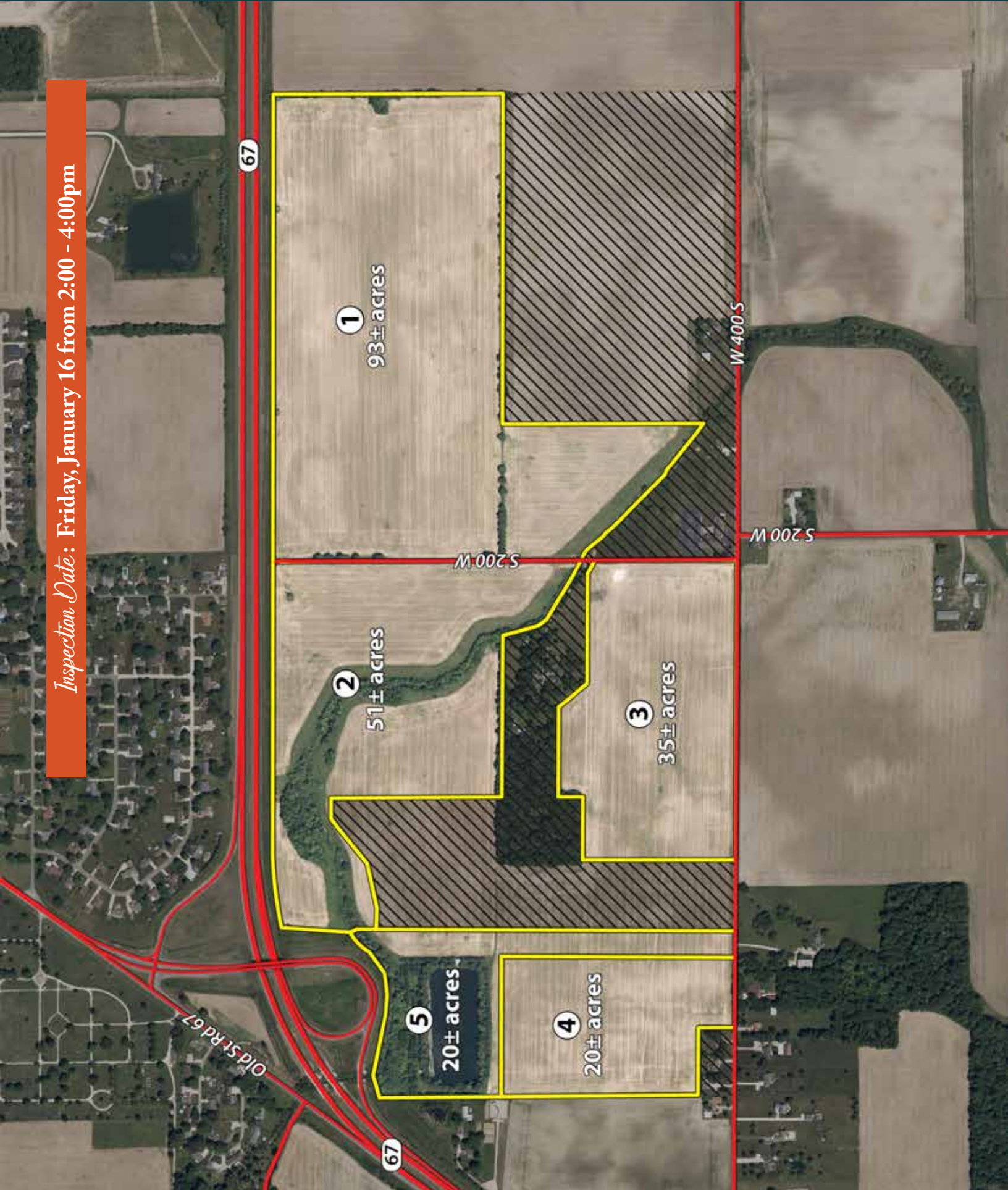
You may bid online during the auction at [www.schraderauction.com](http://www.schraderauction.com). You must be registered **One Week in Advance of the Auction** to bid online. For online bidding information, call Schrader Auction Company at 800.451.2709.



# TRACT MAP

# TRACT MAP

Inspection Date: Friday, January 16 from 2:00 - 4:00pm





# TRACT DESCRIPTIONS

# Real Estate AUCTION 219± acres

Offered in 5 Tracts

DELAWARE COUNTY, IN  
MONROE TOWNSHIP

- 198.5± acres Tillable Acres
- Primarily Treaty, Rensselaer, and Crosby Soils
- Level to Gently Rolling Topography
- Large Stocked Pond with Cabin

FSA INFORMATION		
CRP 11.38 acres		
Crop	Base	CC Yield
Corn	199.85 ac.	151 b/a
Soybeans	66.05 ac.	42 b/a

Thursday, January 22 at 6:00pm

held at Delaware County Fairgrounds, Muncie, IN  
The Heartland Building, • Online Bidding Available

Located in Sections 31 and 32 of Monroe Township,  
Delaware County, IN • Cowan Community Schools

**TRACT 1 – 93± acres**, 91.19 tillable and 1.72 ditch. 2.23 in CRP at \$445/acre. The North 1/2 of the Northeast 1/4 of Section 32 east of S 200 W and south of SR 67. Excellent productive farmland. CPI = 162.2

**TRACT 2 – 51± acres**, 45± tillable. 8.97 in CRP at \$390/acre. The field west of S 200 W and south of SR 67 on both sides of the creek. Good productive farmland with the ditch banks in the CRP program. CPI = 155.6

**TRACT 3 – 35± acres**, all tillable. This field sits in front of the woods and buildings with frontage along W 400 S. Excellent soils. CPI = 161.8

**TRACT 4 – 20± acres**, all tillable. Part of the west half of the Southwest 1/4 of Section 31 that sits in front of the pond. Good productive farmland. CPI = 149.7

**TRACT 5 – 20± acres**, 7.15± tillable. 0.18 in CRP at \$300/acre. This tract has a 4.5-acre stocked pond with a converted corn crib cabin. Excellent recreational ownership opportunity.

## Auction Terms and Conditions

**PROCEDURE:** The property will be offered in 5 individual tracts, any combination of tracts and as a total 219± acre 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 general Warranty Deed(s).

**CLOSING:** The targeted closing date will be approximately 30 days after the auction.

**POSSESSION:** Possession is at closing.

**REAL ESTATE TAXES:** Real estate taxes will be the responsibility of the Buyer(s) beginning with taxes due in Spring 2027 and thereafter.

**PROPERTY INSPECTION:** An inspection date has 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.

**CRP: Buyers of land enrolled in the USDA CRP program** will be required to maintain the program or be responsible for the repayment themselves following the sale. Seller shall not be held liable for any repayment due to Buyer negligence.

**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 and Auction Company, Inc. and its representatives are exclusive agents of the Seller.

Owner: N&H Miller Investments, LLC

Auction Manager: Dean Retherford

765.427.1244 (cell) • 765.296.8475 (office)

**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.**

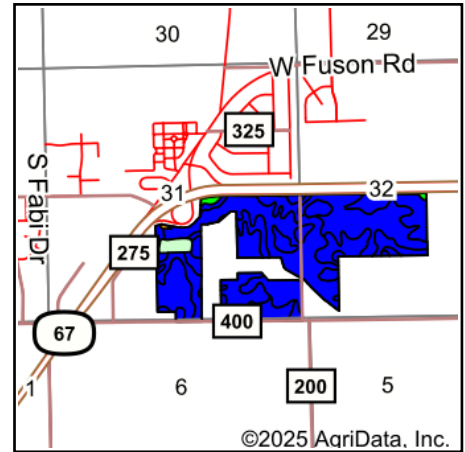
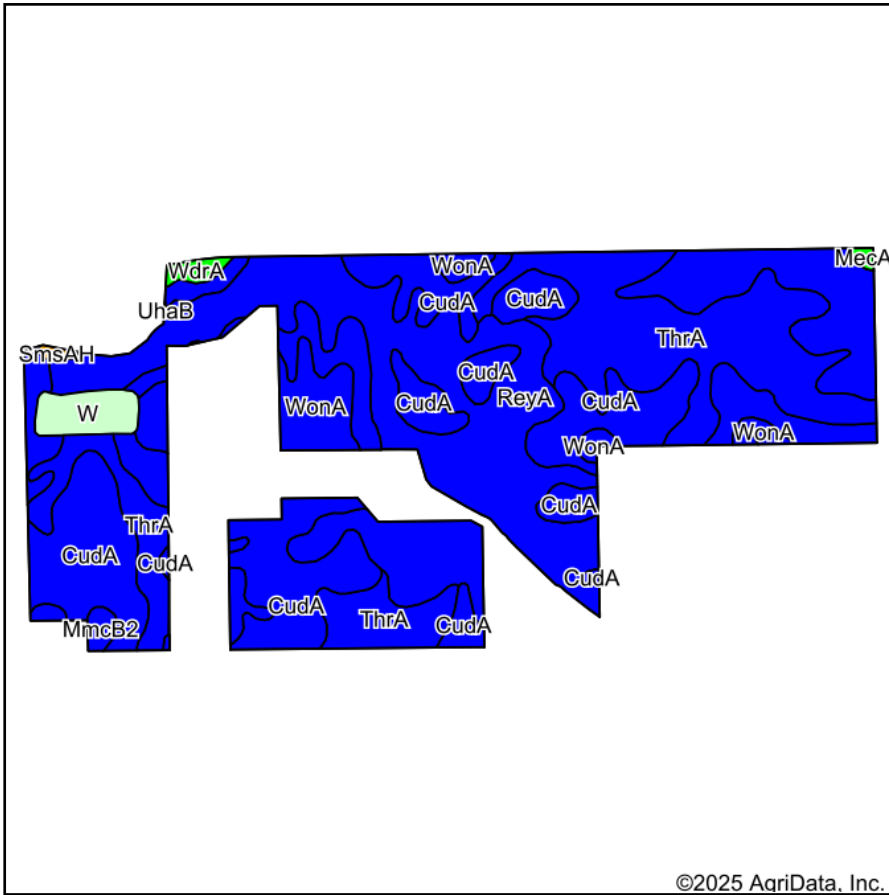


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The background is a solid teal color. In the corners, there are decorative elements consisting of overlapping circles in a golden-brown color. In the top-left corner, two circles overlap. In the top-right corner, a single circle is partially visible. In the bottom-left corner, two circles overlap. In the bottom-right corner, two circles overlap.

# SOILS MAPS

# SOILS MAP



State: **Indiana**  
 County: **Delaware**  
 Location: **31-20N-10E**  
 Township: **Monroe**  
 Acres: **220.91**  
 Date: **11/18/2025**



Maps Provided By  
  
 CUSTOMIZED ONLINE MAPPING  
 © AgriData, Inc. 2025 www.AgriDataInc.com

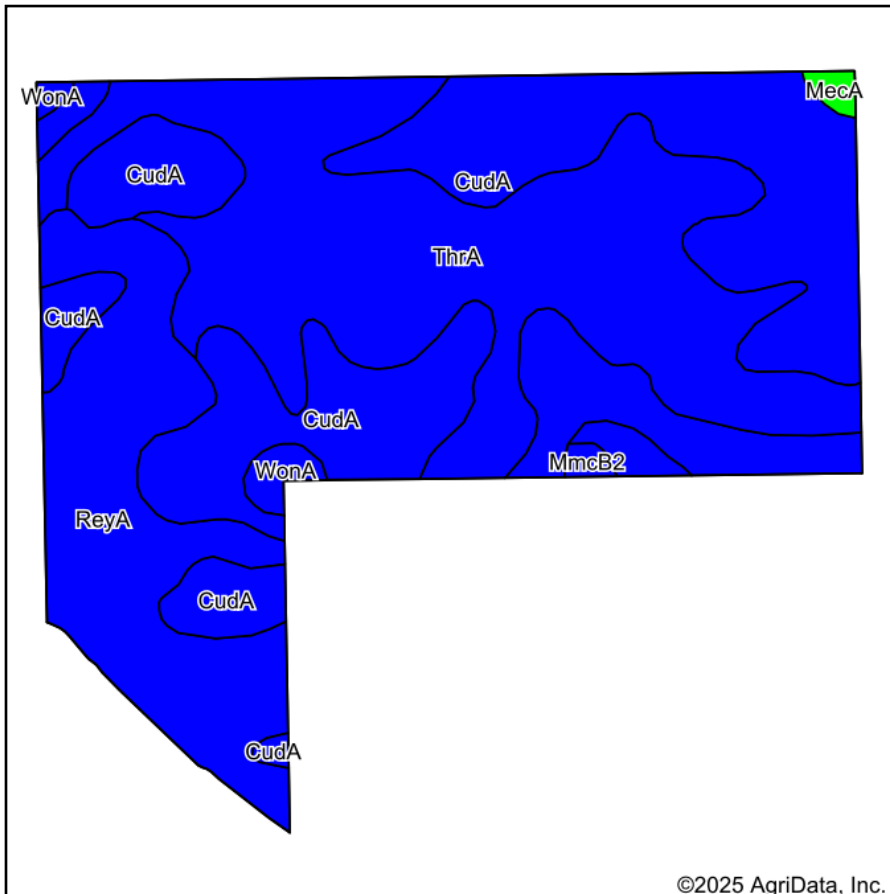


Area Symbol: IN035, Soil Area Version: 30

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat AUM	Winter wheat Bu	
CudA	Crosby silt loam, New Castle Till Plain, 0 to 2 percent slopes	89.46	40.6%		IIw	142	5	9	52	55	55	
ReyA	Rensselaer loam, 0 to 1 percent slopes	59.02	26.7%		IIw	173	6	11	49	67	67	
ThrA	Treaty silty clay loam, 0 to 1 percent slopes	51.34	23.2%		IIw	181	6	12	64	61	61	
WonA	Williamstown silt loam, 0 to 2 percent slopes	11.69	5.3%		IIs	145	5	10	51	72	72	
W	Water	4.43	2.0%									
MmcB2	Miami loam, 2 to 6 percent slopes, eroded	2.92	1.3%		Ile	140	5	9	49	63	63	
WdrA	Wawaka silt loam, 0 to 2 percent slopes	1.21	0.5%		Is	145	5	10	51	72	72	
MecA	Martinsville loam, 0 to 2 percent slopes	0.42	0.2%		Is	146	5	10	51	72	72	
SmsAH	Sloan silt loam, 0 to 2 percent slopes, frequently flooded	0.42	0.2%		IIIw	147	1	1	40	6	6	
<b>Weighted Average</b>						<b>*-</b>	<b>156.7</b>	<b>5.4</b>	<b>10.1</b>	<b>52.8</b>	<b>59.5</b>	<b>59.5</b>

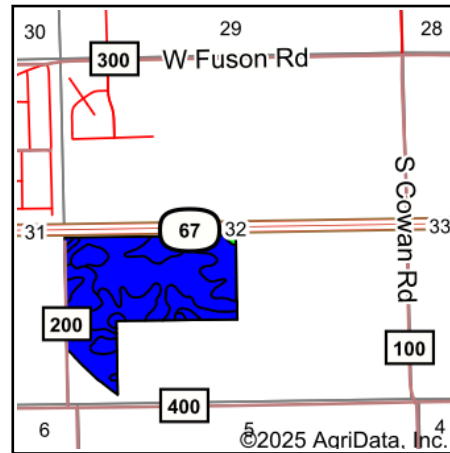
\*- Non Irr Class weighted average cannot be calculated on the current soils data due to missing data.

# SOILS MAP TRACT 1



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Soils data provided by USDA and NRCS.



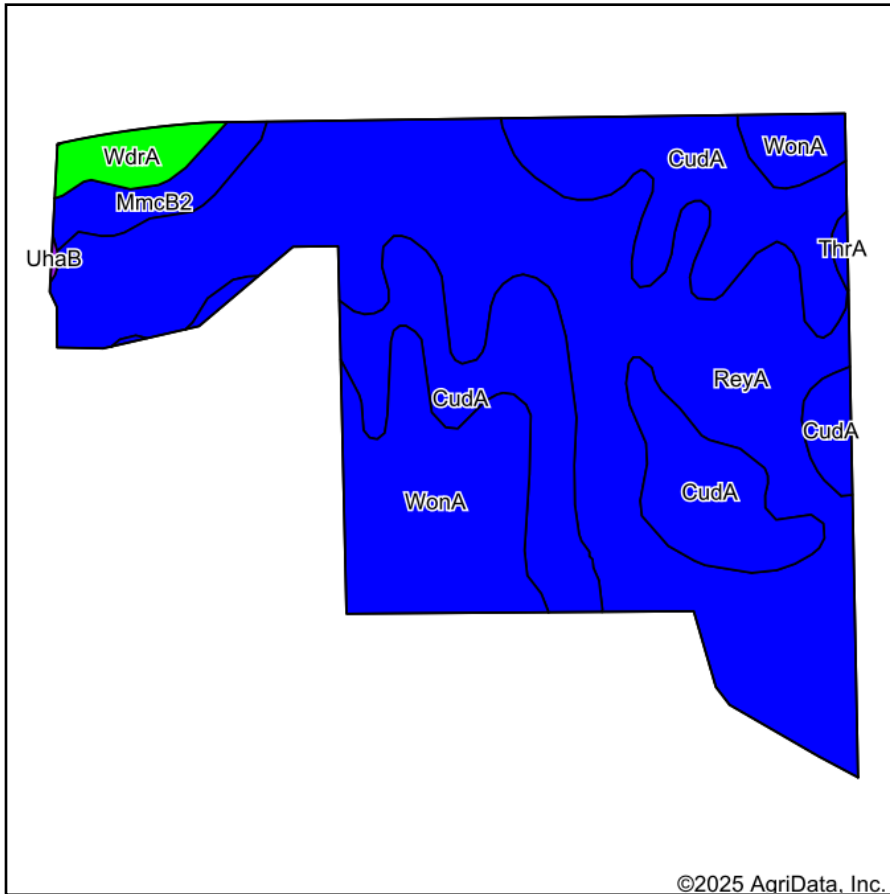
State: **Indiana**  
 County: **Delaware**  
 Location: **32-20N-10E**  
 Township: **Monroe**  
 Acres: **93.11**  
 Date: **12/4/2025**



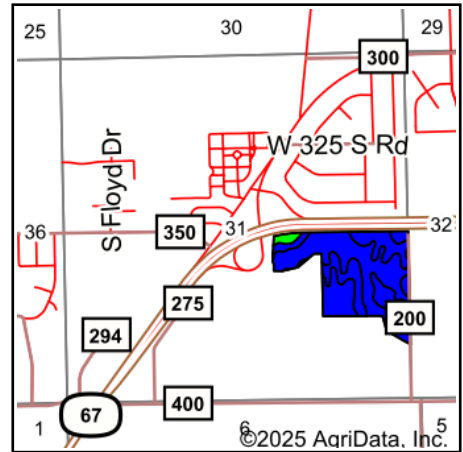
Area Symbol: IN035, Soil Area Version: 30										
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu
CudA	Crosby silt loam, New Castle Till Plain, 0 to 2 percent slopes	38.22	40.9%		Ilw	142	5	9	52	55
ThrA	Treaty silty clay loam, 0 to 1 percent slopes	34.15	36.7%		Ilw	181	6	12	64	61
ReyA	Rensselaer loam, 0 to 1 percent slopes	18.11	19.5%		Ilw	173	6	11	49	67
WonA	Williamstown silt loam, 0 to 2 percent slopes	1.87	2.0%		Ils	145	5	10	51	72
MecA	Martinsville loam, 0 to 2 percent slopes	0.42	0.5%		Is	146	5	10	51	72
MmcB2	Miami loam, 2 to 6 percent slopes, eroded	0.34	0.4%		Ile	140	5	9	49	63
<b>Weighted Average</b>					<b>2.00</b>	<b>162.4</b>	<b>5.6</b>	<b>10.5</b>	<b>55.8</b>	<b>60</b>

# SOILS MAP

## TRACT 2



Soils data provided by USDA and NRCS.



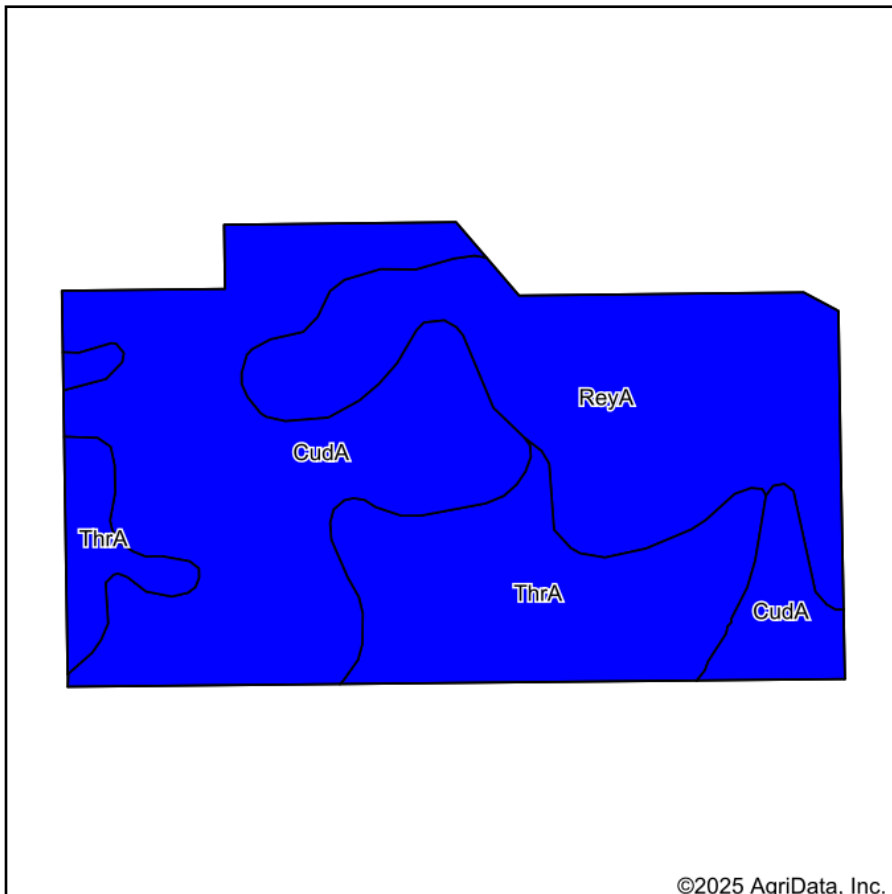
State: **Indiana**  
 County: **Delaware**  
 Location: **31-20N-10E**  
 Township: **Monroe**  
 Acres: **50.96**  
 Date: **12/4/2025**



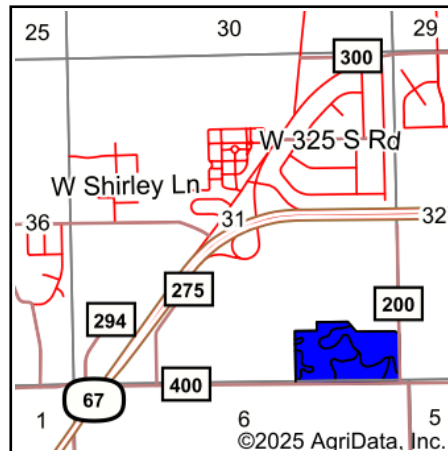
Area Symbol: IN035, Soil Area Version: 30

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu
ReyA	Rensselaer loam, 0 to 1 percent slopes	25.72	50.4%		Ilw	173	6	11	49	67
CudA	Crosby silt loam, New Castle Till Plain, 0 to 2 percent slopes	14.92	29.3%		Ilw	142	5	9	52	55
WonA	Williamstown silt loam, 0 to 2 percent slopes	7.46	14.6%		lls	145	5	10	51	72
MmcB2	Miami loam, 2 to 6 percent slopes, eroded	1.51	3.0%		lle	140	5	9	49	63
WdrA	Wawaka silt loam, 0 to 2 percent slopes	1.21	2.4%		ls	145	5	10	51	72
ThrA	Treaty silty clay loam, 0 to 1 percent slopes	0.14	0.3%		Ilw	181	6	12	64	61
<b>Weighted Average</b>					<b>1.98</b>	<b>158.2</b>	<b>5.5</b>	<b>10.2</b>	<b>50.3</b>	<b>64.2</b>

# SOILS MAP TRACT 3



Soils data provided by USDA and NRCS.



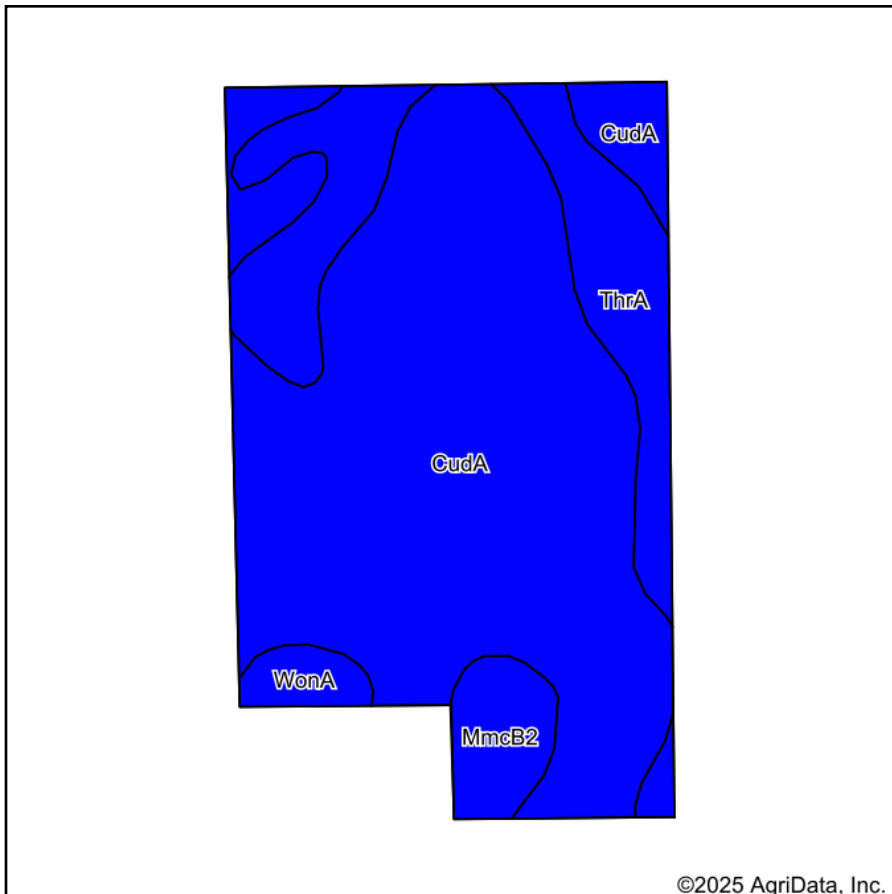
State: **Indiana**  
 County: **Delaware**  
 Location: **31-20N-10E**  
 Township: **Monroe**  
 Acres: **35.06**  
 Date: **12/4/2025**



Area Symbol: IN035, Soil Area Version: 30											
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu	
CudA	Crosby silt loam, New Castle Till Plain, 0 to 2 percent slopes	15.38	43.9%		Ilw	142	5	9	52	55	
ReyA	Rensselaer loam, 0 to 1 percent slopes	11.02	31.4%		Ilw	173	6	11	49	67	
ThrA	Treaty silty clay loam, 0 to 1 percent slopes	8.66	24.7%		Ilw	181	6	12	64	61	
<b>Weighted Average</b>						<b>2.00</b>	<b>161.4</b>	<b>5.6</b>	<b>10.4</b>	<b>54</b>	<b>60.3</b>

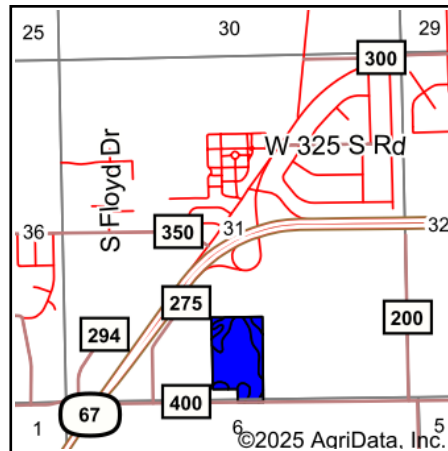
# SOILS MAP

## TRACT 4



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Soils data provided by USDA and NRCS.



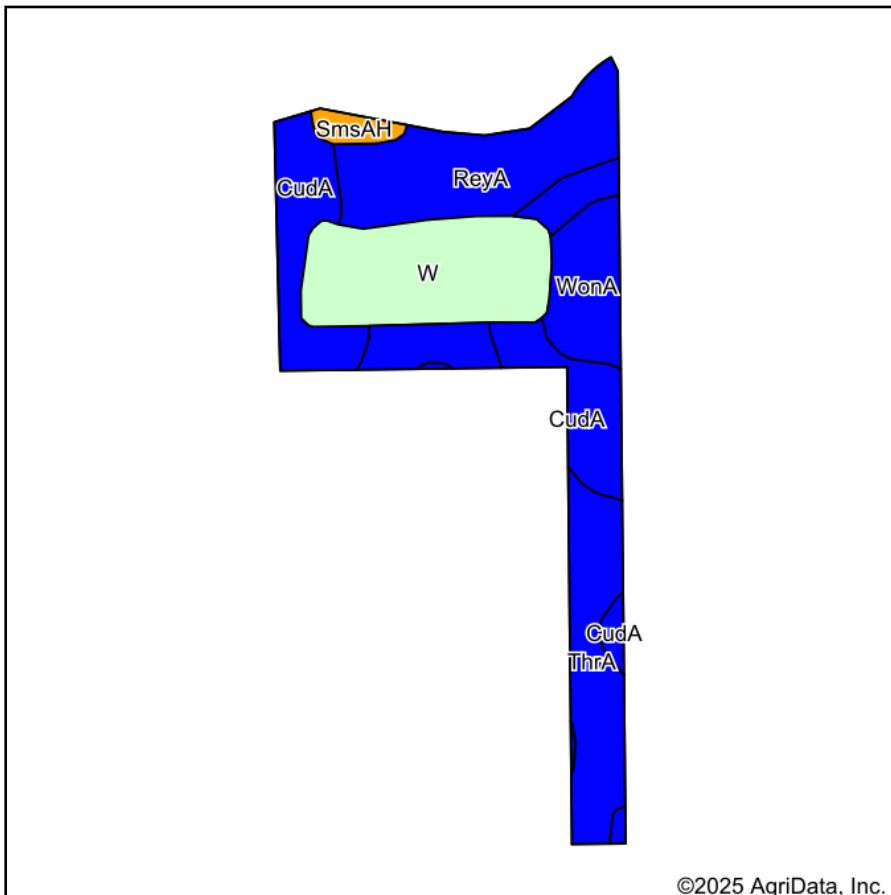
State: **Indiana**  
 County: **Delaware**  
 Location: **31-20N-10E**  
 Township: **Monroe**  
 Acres: **22**  
 Date: **12/4/2025**



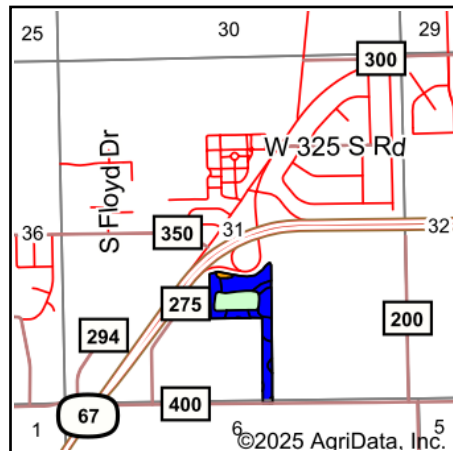
Area Symbol: IN035, Soil Area Version: 30

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu
CudA	Crosby silt loam, New Castle Till Plain, 0 to 2 percent slopes	16.03	72.8%		llw	142	5	9	52	55
ThrA	Treaty silty clay loam, 0 to 1 percent slopes	4.39	20.0%		llw	181	6	12	64	61
MmcB2	Miami loam, 2 to 6 percent slopes, eroded	1.07	4.9%		lle	140	5	9	49	63
WonA	Williamstown silt loam, 0 to 2 percent slopes	0.51	2.3%		lls	145	5	10	51	72
<b>Weighted Average</b>					<b>2.00</b>	<b>149.8</b>	<b>5.2</b>	<b>9.6</b>	<b>54.2</b>	<b>57</b>

# SOILS MAP TRACT 5



Soils data provided by USDA and NRCS.



State: **Indiana**  
 County: **Delaware**  
 Location: **31-20N-10E**  
 Township: **Monroe**  
 Acres: **19.78**  
 Date: **12/4/2025**



Area Symbol: IN035, Soil Area Version: 30

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat AUM	Winter wheat Bu
CudA	Crosby silt loam, New Castle Till Plain, 0 to 2 percent slopes	4.89	24.7%		IIw	142	5	9	52	55	55
W	Water	4.43	22.4%								
ReyA	Rensselaer loam, 0 to 1 percent slopes	4.19	21.2%		IIw	173	6	11	49	67	67
ThrA	Treaty silty clay loam, 0 to 1 percent slopes	4.01	20.3%		IIw	181	6	12	64	61	61
WonA	Williamstown silt loam, 0 to 2 percent slopes	1.84	9.3%		IIs	145	5	10	51	72	72
SmsAH	Sloan silt loam, 0 to 2 percent slopes, frequently flooded	0.42	2.1%		IIIw	147	1	1	40	6	6
<b>Weighted Average</b>					*-	<b>125.1</b>	<b>4.2</b>	<b>7.9</b>	<b>41.8</b>	<b>47</b>	<b>47</b>

\*- Non Irr Class weighted average cannot be calculated on the current soils data due to missing data.



The page features a teal background with decorative elements consisting of overlapping circles in the corners. In the top-left, two overlapping circles are visible. In the top-right, a partial circle is shown. In the bottom-left, two overlapping circles are visible. In the bottom-right, two overlapping circles are visible.

# FSA INFORMATION

# FSA INFORMATION

INDIANA  
DELAWARE  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

FARM : 5491  
Prepared : 11/17/25 3:06 PM CST  
Crop Year : 2026

See Page 2 for non-discriminatory Statements.

## Abbreviated 156 Farm Record

Operator Name :  
CRP Contract Number(s) : None  
Recon ID : None  
Transferred From : None  
ARCPLC G/IF Eligibility : Eligible

### Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
79.14	77.50	77.50	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	77.50	0.00		0.00	0.00	0.00	0.00	

### Crop Election Choice

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

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	58.12	0.00	151	
Soybeans	19.38	0.00	42	0
<b>TOTAL</b>	<b>77.50</b>	<b>0.00</b>		

### NOTES

**Tract Number** : 10490

**Description** : F11/A1/B1 F8/2B T 20N R 10E S32  
**FSA Physical Location** : INDIANA/DELAWARE  
**ANSI Physical Location** : INDIANA/DELAWARE  
**BIA Unit Range Number** :  
**HEL Status** : NHEL: No agricultural commodity planted on undetermined fields  
**Wetland Status** : Wetland determinations not complete  
**WL Violations** : None  
**Owners** : N & H MILLER INVESTMENTS LLC  
**Other Producers** :  
**Recon ID** : None

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
79.14	77.50	77.50	0.00	0.00	0.00	0.00	0.0

# FSA INFORMATION

INDIANA  
DELAWARE  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

FARM : 5491  
Prepared : 11/17/25 3:06 PM CST  
Crop Year : 2026

### Tract 10490 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	77.50	0.00	0.00	0.00	0.00	0.00

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	58.12	0.00	151
Soybeans	19.38	0.00	42
<b>TOTAL</b>	<b>77.50</b>	<b>0.00</b>	

### NOTES

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*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) 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) Email [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.*

# FSA INFORMATION

**USDA Farm 5491 Tract 10490**

Administered by: Delaware County, Indiana

OP:

OW: N & H MILLER INVESTMENTS LLC

Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2025-04-24 09:48:36

2025 Certification map prepared on: 4/25/2025  
 79.14 Tract acres  
 77.5 Cropland acres  
 0 CRP acres

CRP  
 CLU

**Wetland Determination Identifiers:**

- Restricted Use TRS: 20N10E32
- ▼ Limited Restrictions Delaware
- Exempt from Conservation Compliance Provisions



Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted.

CLU	Acres	HEL	LC	Contract	Prac	Yr	CI	Y
1	77.5	N	2					



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# FSA INFORMATION

INDIANA  
DELAWARE



United States Department of Agriculture  
Farm Service Agency

Form: FSA-156EZ

See Page 4 for non-discriminatory Statements.

## Abbreviated 156 Farm Record

FARM : 6916

Prepared : 11/17/25 3:07 PM CST

Crop Year : 2026

Operator Name :  
CRP Contract Number(s) : 11187, 11204  
Recon ID : 18-035-2007-94  
Transferred From : None  
ARCPLC G//F Eligibility : Eligible

### Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
184.89	146.45	146.45	0.00	0.00	0.00	0.00	0.0	Active	4
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	138.25	0.00		8.20	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	0.65	0.65	60	
Corn	100.80	0.00	144	
Soybeans	33.61	8.05	41	0
<b>TOTAL</b>	<b>135.06</b>	<b>8.70</b>		

### NOTES

**Tract Number** : 989  
**Description** : E11/2B T 20N R 10E S31 F9/1A  
**FSA Physical Location** : INDIANA/DELAWARE  
**ANSI Physical Location** : INDIANA/DELAWARE  
**BIA Unit Range Number** :  
**HEL Status** : NHEL: No agricultural commodity planted on undetermined fields  
**Wetland Status** : Wetland determinations not complete  
**WL Violations** : None  
**Owners** : N & H MILLER INVESTMENTS LLC  
**Other Producers** :  
**Recon ID** : None

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
35.07	22.54	22.54	0.00	0.00	0.00	0.00	0.0

# FSA INFORMATION

INDIANA  
DELAWARE  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

**FARM : 6916**  
Prepared : 11/17/25 3:07 PM CST  
Crop Year : 2026

### Tract 989 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	22.54	0.00	0.00	0.00	0.00	0.00

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	0.11	0.00	59
Corn	16.82	0.00	144
Soybeans	5.61	0.00	41
<b>TOTAL</b>	<b>22.54</b>	<b>0.00</b>	

### NOTES

**Tract Number** : 990  
**Description** : E11/2B T 20N R 10E S31 F9/1A  
**FSA Physical Location** : INDIANA/DELAWARE  
**ANSI Physical Location** : INDIANA/DELAWARE  
**BIA Unit Range Number** :  
**HEL Status** : HEL field on tract, Conservation system being actively applied  
**Wetland Status** : Wetland determinations not complete  
**WL Violations** : None  
**Owners** : N & H MILLER INVESTMENTS LLC  
**Other Producers** : N  
**Recon ID** : None

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
33.79	32.79	32.79	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	31.69	0.00	1.10	0.00	0.00	0.00

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	0.13	0.00	59
Corn	23.66	0.00	144
Soybeans	7.89	0.00	41
<b>TOTAL</b>	<b>31.68</b>	<b>0.00</b>	

### NOTES

# FSA INFORMATION

INDIANA  
DELAWARE  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

**FARM : 6916**  
Prepared : 11/17/25 3:07 PM CST  
Crop Year : 2026

**Tract Number** : 991

**Description** : F11/A1/B1 F9/1A T 20N R 10E S31

**FSA Physical Location** : INDIANA/DELAWARE

**ANSI Physical Location** : INDIANA/DELAWARE

**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** : N & H MILLER INVESTMENTS LLC

**Other Producers** :

**Recon ID** : None

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
49.59	39.41	39.41	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	32.31	0.00	7.10	0.00	0.00	0.00

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	0.15	0.00	59
Corn	24.11	0.00	144
Soybeans	8.05	8.05	41
<b>TOTAL</b>	<b>32.31</b>	<b>8.05</b>	

### NOTES

**Tract Number** : 992

**Description** : F11/A1/B1 F9/1A T 20N R 10E S31

**FSA Physical Location** : INDIANA/DELAWARE

**ANSI Physical Location** : INDIANA/DELAWARE

**BIA Unit Range Number** :

**HEL Status** : NHEL: No agricultural commodity planted on undetermined fields

**Wetland Status** : Wetland determinations not complete

**WL Violations** : None

**Owners** : N & H MILLER INVESTMENTS LLC

**Other Producers** :

**Recon ID** : None

# FSA INFORMATION

INDIANA  
DELAWARE  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

FARM : 6916  
Prepared : 11/17/25 3:07 PM CST  
Crop Year : 2026

### Tract Land Data

Tract 992 Continued ...

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
66.44	51.71	51.71	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	51.71	0.00	0.00	0.00	0.00	0.00

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	0.26	0.65	61
Corn	36.21	0.00	144
Soybeans	12.06	0.00	41
<b>TOTAL</b>	<b>48.53</b>	<b>0.65</b>	

### NOTES

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# FSA INFORMATION

**USDA Farm 6916 Tract 992**

2025 Certification map prepared on: 4/25/2025

CRP

TRS: 20N10E31



Administered by: Delaware County, Indiana

CLU

Delaware

OP

66.44 Tract acres

**Wetland Determination Identifiers:**

OW: N & H MILLER INVESTMENTS LLC

51.71 Cropland acres

● Restricted Use

3.18 CRP acres

▽ Limited Restrictions

■ Exempt from Conservation Compliance Provisions

Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2025-04-24 09:48:36

Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted



CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
1	10.83	N	2					Y
2	36.1	N	2					Y
3	1.6	N	2					Y
5	0.92	N	2	11024A	21	25		Y
6	2.26	N	2	11024A	21	25		Y

Farm 6916 Tract 992

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# FSA INFORMATION

**USDA Farm 6916 Tract 990**

2025 Certification map prepared on: 4/25/2025

CRP

TRS: 20N10E31



Administered by: Delaware County, Indiana

CLU

Delaware

OP:

33.79 Tract acres

**Wetland Determination Identifiers:**

OW: N & H MILLER INVESTMENTS LLC

32.79 Cropland acres

● Restricted Use

1.1 CRP acres

▼ Limited Restrictions

■ Exempt from Conservation Compliance Provisions

Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2025-04-24 09:48:36

Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted

CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
1	31.69	H	2					Y
3	0.92	H	2	11187	21	32		Y
4	0.18	H	2	11187	21	32		Y



Farm 6916 Tract 990

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# FSA INFORMATION

**USDA Farm 6916 Tract 991**

Administered by: Delaware County, Indiana

OP

OW: N L n MILLER INVESTMENTS LLC

Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2025-04-24 09:48:36

2025 Certification map prepared on: 4/25/2025

49.59 Tract acres

39.41 Cropland acres

7.1 CRP acres

Wetland Determination Identifiers:

- Restricted Use TRS: 20N10E31
- ▼ Limited Restrictions Delaware
- Exempt from Conservation Compliance Provisions

- CRP
- CLU

Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted.

CLU	Acres	HEL	LC	Contract	Prac	Yr	CI
1	2.68	H	2				Y
2	18.07	N	2				Y
3	11.56	N	2				Y
5	0.72	H	2	11204	21	37	Y
6	4.15	N	2	11204	21	37	Y
7	2.23	N	2	11204	21	37	Y



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# FSA INFORMATION

**USDA Farm 6916 Tract 989**

2025 Certification map prepared on: 4/25/2025

CRP

TRS: 20N10E31



Administered by: Delaware County, Indiana

CLU

Delaware

OP:

35.07 Tract acres

**Wetland Determination Identifiers:**

OW: N & H MILLER INVESTMENTS LLC

22.54 Cropland acres

● Restricted Use

0 CRP acres

▽ Limited Restrictions

■ Exempt from Conservation Compliance Provisions

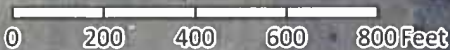
Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2025-04-24 09:48:36

Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted

CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
5	22.54	U	2					Y



Farm 6916 Tract 989



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The background is a solid teal color. In the corners, there are decorative elements consisting of overlapping circles in a light yellow or gold color. In the top-left corner, two circles overlap. In the top-right corner, one circle is partially visible. In the bottom-left corner, two circles overlap. In the bottom-right corner, two circles overlap.

# CRP INFORMATION

# CRP INFORMATION

11/24/25, 8:52 AM

Contract Maintenance - View Contract



Conservation Contract Maintenance System

Welcome ABIGAIL ARMENTROUT, County User

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

- Until USDA'S CRP authority is restored, only those actions authorized by CRP Notice-1068 are permitted. Employees are not authorized to perform actions beyond the policies specified in the Notice. Unauthorized actions may result in disciplinary action.

**View Contract**

<b>Contract Status:</b>	Approved	<b>Activity Type:</b>	No Activity
<b>Admin State:</b>	Indiana (18)	<b>Admin County:</b>	Delaware (035)
<b>Physical State:</b>	Indiana (18)	<b>Physical County:</b>	Delaware (035)
<b>Contract Number:</b>	11187	<b>Signup Number:</b>	57
<b>Program Type:</b>	CRP	<b>Signup Name:</b>	Continuous SU57
<b>Program Year:</b>	2023	<b>Signup Type:</b>	Continuous
<b>Contract Description:</b>	TERRA_IN035_F6916_T990_S1-10	<b>Subcategory Type:</b>	REGULAR

<b>Approval Date:</b>	09/15/2022	<b>Original Contract Start Date:</b>	10/01/2022
<b>Revised Contract Start Date:</b>	N/A	<b>Contract End Date:</b>	09/30/2032
<b>Contract Acres:</b>	1.10	<b>Re-enrolled Acres:</b>	1.10
<b>Cropland Acres:</b>	1.10	<b>Marginal Pastureland Acres:</b>	0.00
<b>Non-Cropland Acres:</b>	0.00	<b>HUC Code:</b>	051202010203
<b>Extended:</b>	No	<b>Approved For Early Termination:</b>	No
<b>Termination Criteria:</b>	N/A	<b>Contract Validity:</b>	Valid
<b>Payable Acres:</b>	1.10	<b>Cover Maintenance Performed By:</b>	N/A
<b>Does a C/S Agreement Exemption apply?</b>	Yes	<b>Water/Wind EI:</b>	1/1

**Rate Information and PL Rule**

Effective Start Date	Effective End Date	Rental Rate per Acre	Annual Contract Payment	PL Rule	AGI Threshold
10/01/2022	09/30/2032	\$300.00	\$330	6-PL	\$900,000

**Farm/Tract and CLU Information**

Farm Number	Tract Number	CLU	CLU Acres	Rental Reduction Code
6916	990	0004	0.18	None
6916	990	0003	0.92	None

**Producer Information**

Producer Name	Address	City	State	Zip	Share	Deceased Producer Date
N & H MILLER INVESTMENTS LLC	34326 MAFFITT LAKE RD	CUMMING	IA	50061	100.00 %	N/A

**Practice Information**

Practice Code	CLU	SAFE Area	Practice Status	Practice Acres	Estimated Cost Share per Practice
CP21	0003		N/A	0.92	\$0
CP21	0004		N/A	0.18	\$0

**Re-enrolled Acres Information**

CLU	Expired Contract Number	Expired Signup Name	Expired Practice Code	Re-enrolled Acres
0004	18-035-635A	Continuous SU42	CP21	0.18
0003	18-035-635A	Continuous SU42	CP21	0.92

# CRP INFORMATION

11/24/25, 8:52 AM

Contract Maintenance - View Contract

**Predecessor-Successor Division(s) of Payment agreement**  
None

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# CRP INFORMATION

11/24/25, 8:53 AM

Contract Maintenance - View Contract



**Conservation Contract Maintenance System**  
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- Until USDA'S CRP authority is restored, only those actions authorized by CRP Notice-1068 are permitted. Employees are not authorized to perform actions beyond the policies specified in the Notice. Unauthorized actions may result in disciplinary action.

## View Contract

<b>Contract Status:</b>	Approved	<b>Activity Type:</b>	No Activity
<b>Admin State:</b>	Indiana (18)	<b>Admin County:</b>	Delaware (035)
<b>Physical State:</b>	Indiana (18)	<b>Physical County:</b>	Delaware (035)
<b>Contract Number:</b>	11204	<b>Signup Number:</b>	57
<b>Program Type:</b>	CRP	<b>Signup Name:</b>	SU57 CREP Indiana
<b>Program Year:</b>	2023	<b>Signup Type:</b>	Continuous
<b>Contract Description:</b>	TERRA_IN035_F6916_T991_S1-15	<b>Subcategory Type:</b>	CREP

<b>Approval Date:</b>	09/23/2022	<b>Original Contract Start Date:</b>	10/01/2022
<b>Revised Contract Start Date:</b>	N/A	<b>Contract End Date:</b>	09/30/2037
<b>Contract Acres:</b>	7.10	<b>Re-enrolled Acres:</b>	7.10
<b>Cropland Acres:</b>	7.10	<b>Marginal Pastureland Acres:</b>	0.00
<b>Non-Cropland Acres:</b>	0.00	<b>HUC Code:</b>	051202010203
<b>Extended:</b>	No	<b>Approved For Early Termination:</b>	No
<b>Termination Criteria:</b>	N/A	<b>Contract Validity:</b>	Valid
<b>Payable Acres:</b>	7.10	<b>Cover Maintenance Performed By:</b>	N/A
<b>Does a C/S Agreement Exemption apply?</b>	Yes	<b>Water/Wind EI:</b>	1/1

### Rate Information and PL Rule

Effective Start Date	Effective End Date	Rental Rate per Acre	Annual Contract Payment	PL Rule	AGI Threshold
10/01/2022	09/30/2037	\$445.01	\$3,160	6-PL	\$900,000

### Farm/Tract and CLU Information

Farm Number	Tract Number	CLU	CLU Acres	Rental Reduction Code
6916	991	0007	2.23	None
6916	991	0006	4.15	None
6916	991	0005	0.72	None

### Producer Information

Producer Name	Address	City	State	Zip	Share	Deceased Producer Date
N & H MILLER INVESTMENTS LLC	34326 MAFFITT LAKE RD	CUMMING	IA	50061	100.00 %	N/A

### Practice Information

Practice Code	CLU	SAFE Area	Practice Status	Practice Acres	Estimated Cost Share per Practice
CP21	0006		N/A	4.15	\$0
CP21	0007		N/A	2.23	\$0
CP21	0005		N/A	0.72	\$0

### Re-enrolled Acres Information

CLU	Expired Contract Number	Expired Signup Name	Expired Practice Code	Re-enrolled Acres
0006	18-035-465A	35 CREP Indiana	CP21	4.15

# CRP INFORMATION

11/24/25, 8:53 AM

Contract Maintenance - View Contract

CLU	Expired Contract Number	Expired Signup Name	Expired Practice Code	Re-enrolled Acres
0007	18-035-465A	35 CREP Indiana	CP21	2.23
0005	18-035-465A	35 CREP Indiana	CP21	0.72

### Predecessor-Successor Division(s) of Payment agreement

None

[View less detail](#)

Select a form to view:

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Select a letter to generate:

\* Select an action to perform:

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# CRP INFORMATION

11/24/25, 8:53 AM

Contract Maintenance - View Contract



Conservation Contract Maintenance System

Welcome ABIGAIL ARMENTROUT, County User

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**\*\* Notice \*\*\*\***

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**View Contract**

<b>Contract Status:</b>	Approved	<b>Activity Type:</b>	No Activity
<b>Admin State:</b>	Indiana (18)	<b>Admin County:</b>	Delaware (035)
<b>Physical State:</b>	Indiana (18)	<b>Physical County:</b>	Delaware (035)
<b>Contract Number:</b>	11276	<b>Signup Number:</b>	63
<b>Program Type:</b>	CRP	<b>Signup Name:</b>	SU63 CREP Indiana
<b>Program Year:</b>	2026	<b>Signup Type:</b>	Continuous
<b>Contract Description:</b>	TERRA_IN035_F6916_T992_S2-15	<b>Subcategory Type:</b>	CREP

<b>Approval Date:</b>	09/30/2025	<b>Original Contract Start Date:</b>	10/01/2025
<b>Revised Contract Start Date:</b>	N/A	<b>Contract End Date:</b>	09/30/2040
<b>Contract Acres:</b>	3.18	<b>Re-enrolled Acres:</b>	3.18
<b>Cropland Acres:</b>	3.18	<b>Marginal Pastureland Acres:</b>	0.00
<b>Non-Cropland Acres:</b>	0.00	<b>HUC Code:</b>	051202010203
<b>Extended:</b>	No	<b>Approved For Early Termination:</b>	No
<b>Termination Criteria:</b>	N/A	<b>Contract Validity:</b>	Valid
<b>Payable Acres:</b>	3.18	<b>Cover Maintenance Performed By:</b>	N/A
<b>Does a C/S Agreement Exemption apply?</b>	No	<b>Water/Wind EI:</b>	3/0

**Rate Information and PL Rule**

Effective Start Date	Effective End Date	Rental Rate per Acre	Annual Contract Payment	PL Rule	AGI Threshold
10/01/2025	09/30/2040	\$298.20	\$948	6-PL	\$900,000

**Farm/Tract and CLU Information**

Farm Number	Tract Number	CLU	CLU Acres	Rental Reduction Code
6916	992	0006	2.26	None
6916	992	0005	0.92	None

**Producer Information**

Producer Name	Address	City	State	Zip	Share	Deceased Producer Date
N & H MILLER INVESTMENTS LLC	34326 MAFFITT LAKE RD	CUMMING	IA	50061	100.00 %	N/A

**Practice Information**

Practice Code	CLU	SAFE Area	Practice Status	Practice Acres	Estimated Cost Share per Practice
CP21	0006	N/A		2.26	\$0
CP21	0005	N/A		0.92	\$0

**Re-enrolled Acres Information**

CLU	Expired Contract Number	Expired Signup Name	Expired Practice Code	Re-enrolled Acres
0006	18-035-11024A	Continuous SU47	CP21	2.26
0005	18-035-11024A	Continuous SU47	CP21	0.92

# CRP INFORMATION

11/24/25, 8:53 AM

Contract Maintenance - View Contract

**Predecessor-Successor Division(s) of Payment agreement**  
None

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# CRP INFORMATION

USDA Farm 6916 Tract 992

2025 Certification map prepared on: 4/25/2025

CRP

TRS: 20N10E31

Administered by: Delaware County, Indiana

CLU

Delaware

66.44 Tract acres

Wetland Determination Identifiers:

51.71 Cropland acres

● Restricted Use

3.18 CRP acres

▲ Limited Restrictions

■ Exempt from Conservation Compliance Provisions

OW: N & H MILLER INVESTMENTS LLC

Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2025-04-24 09:48:36

Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted. CLU Acres HEL LC Contract Prac Yr C I



CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
1	10.83	N	2					Y
2	36.1	N	2					Y
3	1.6	N	2					Y
5	0.92	N	2	11024A	21	25		Y
6	2.26	N	2	11024A	21	25		Y

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

# CRP INFORMATION

**USDA Farm 6916 Tract 991**  
 Administered by: Delaware County, Indiana  
 OP: N & H MILLER INVESTMENTS LLC  
 Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2025-04-24 09:48:36

2025 Certification map prepared on: 4/25/2025  
 49.59 Tract acres  
 39.41 Cropland acres  
 7.1 CRP acres

Wetland Determination Identifiers:  
 ● Restricted Use TRS: 20N10E31  
 ▼ Limited Restrictions Delaware  
 ■ Exempt from Conservation Compliance Provisions

CRP  
 ■ CLU

Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted.

CLU	Acres	HEL	LC	Contract	Prac	Yr	CI
1	2.68	H	2				Y
2	18.07	N	2				Y
3	11.56	N	2				Y
5	0.72	H	2	11204	21	37	Y
6	4.15	N	2	11204	21	37	Y
7	2.23	N	2	11204	21	37	Y



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# CRP INFORMATION

**USDA Farm 6916 Tract 990**

2025 Certification map prepared on: 4/25/2025

CRP

TRS: 20N10E31

Administered by: Delaware County, Indiana

CLU

Delaware

OW: N & H MILLER INVESTMENTS LLC

33.79 Tract acres

32.79 Cropland acres

1.1 CRP acres

Wetland Determination Identifiers:

● Restricted Use

▲ Limited Restrictions

■ Exempt from Conservation Compliance Provisions

Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2025-04-24 09:48:36

Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted.



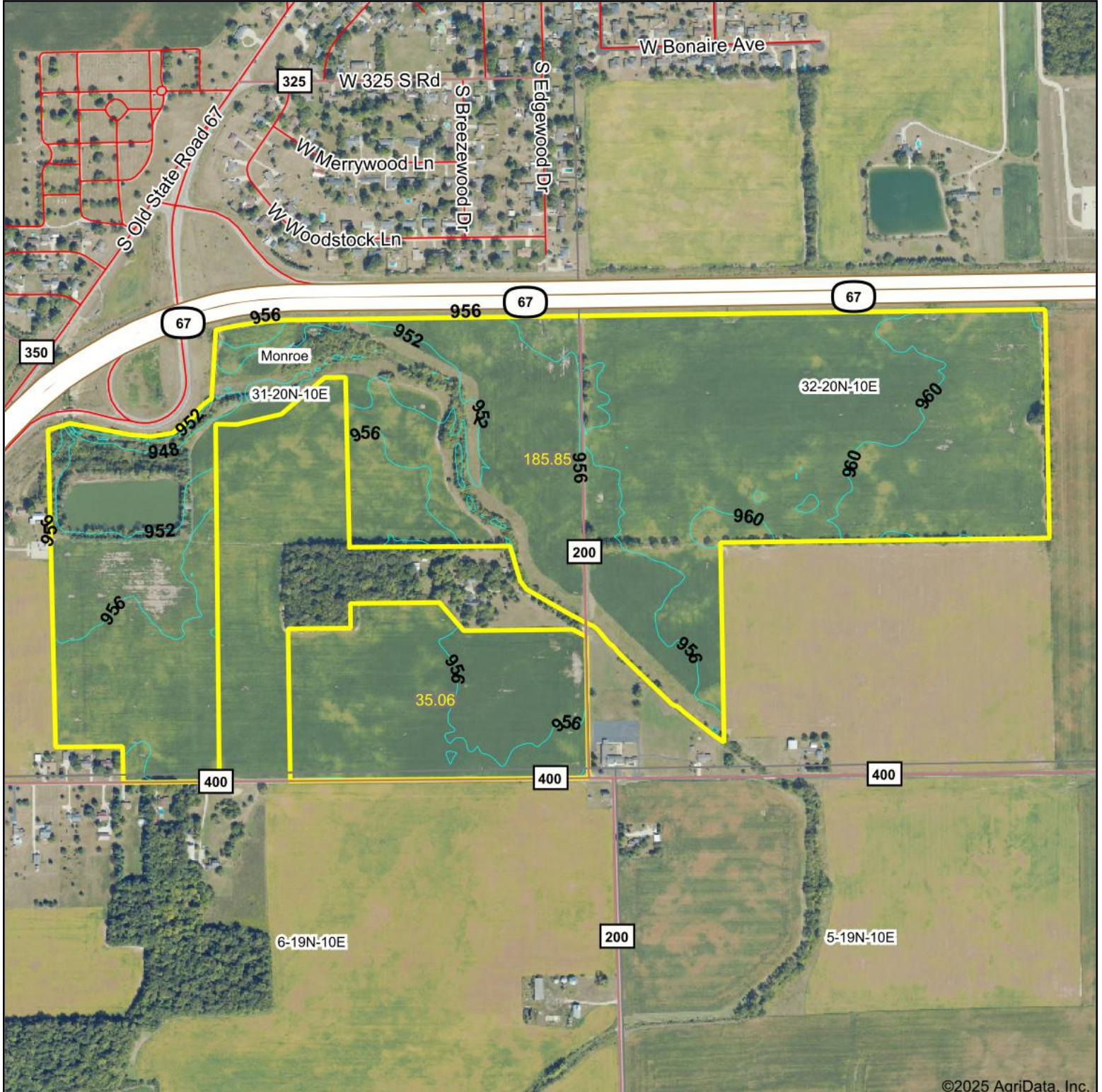
CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
1	31.69	H	2					Y
3	0.92	H	2	11187	21	32		Y
4	0.18	H	2	11187	21	32		Y

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

The background is a solid teal color. It features several decorative elements: two overlapping circles in the top-left corner, a partial circle in the top-right corner, a partial circle in the bottom-left corner, and two overlapping circles in the bottom-right corner. All circles are thin and light-colored.

# TOPOGRAPHY MAPS

# TOPOGRAPHY MAP

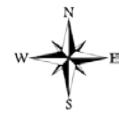


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Source: USGS 10 meter dem  
 Interval(ft): 4.0  
 Min: 942.0  
 Max: 966.3  
 Range: 24.3  
 Average: 956.5  
 Standard Deviation: 3.44 ft

0ft 887ft 1774ft



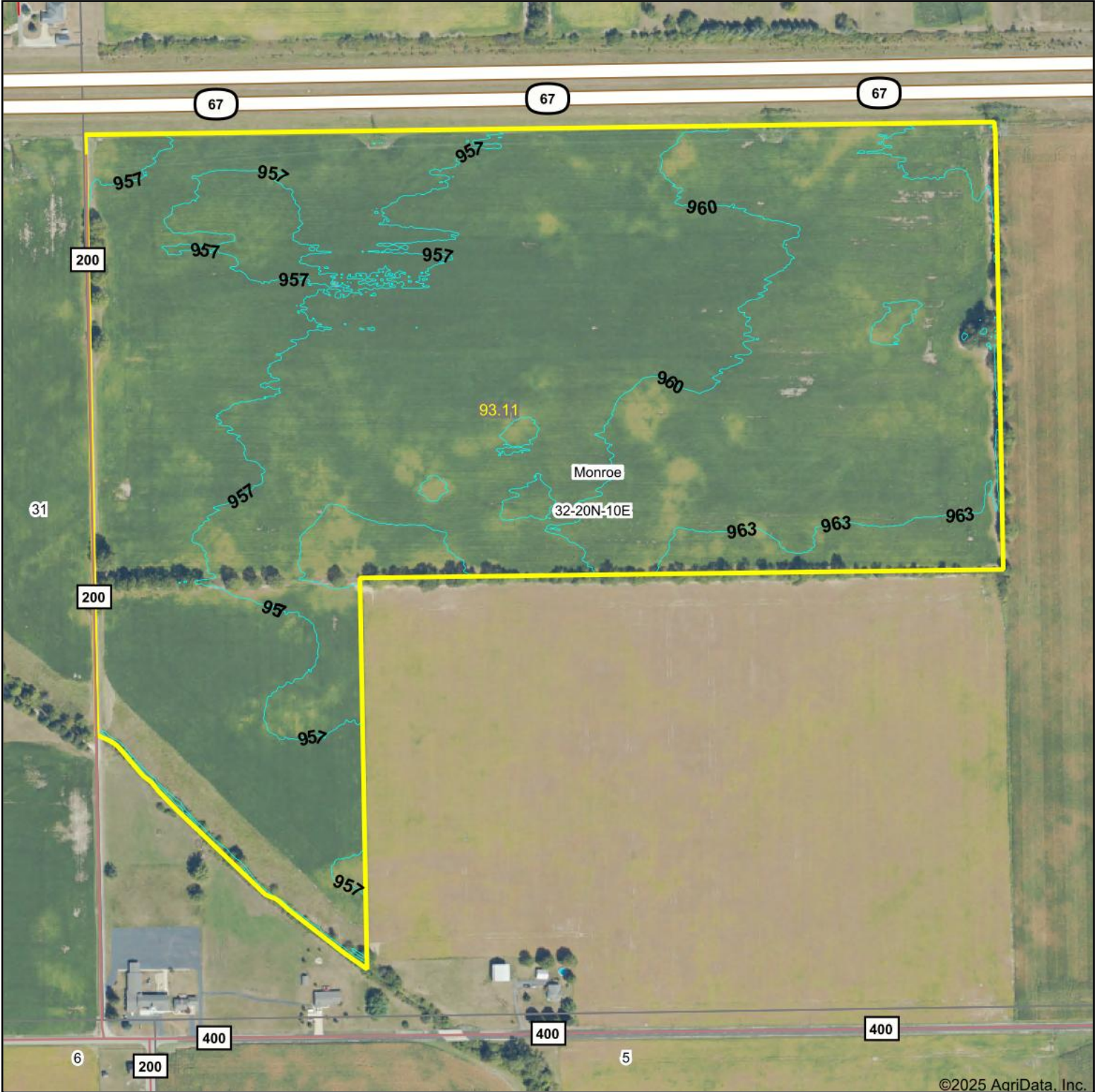
11/18/2025

**31-20N-10E**  
**Delaware County**  
**Indiana**

Boundary Center: 40° 8' 17.98, -85° 25' 27.61

# TOPOGRAPHY MAP

## TRACT 1

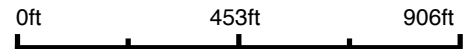


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Source: USGS 1 meter dem  
 Interval(ft): 3.0  
 Min: 949.2  
 Max: 966.3  
 Range: 17.1  
 Average: 958.8  
 Standard Deviation: 2.46 ft



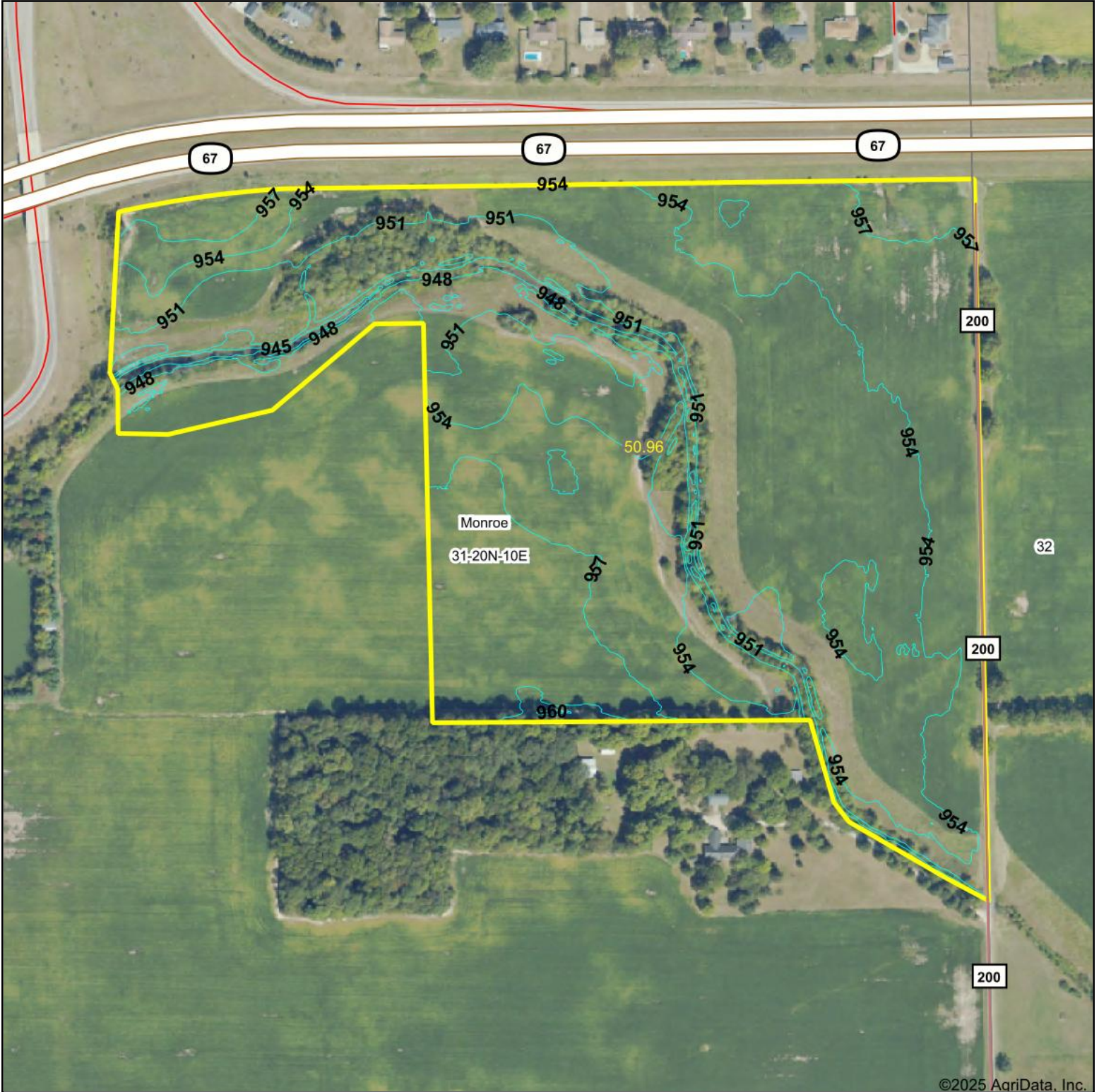
12/4/2025

**32-20N-10E**  
**Delaware County**  
**Indiana**

Boundary Center: 40° 8' 18.88, -85° 25' 8.09

# TOPOGRAPHY MAP

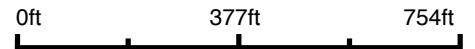
## TRACT 2



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Source: USGS 1 meter dem  
 Interval(ft): 3.0  
 Min: 943.4  
 Max: 961.0  
 Range: 17.6  
 Average: 953.6  
 Standard Deviation: 2.82 ft



12/4/2025

**31-20N-10E**  
**Delaware County**  
**Indiana**

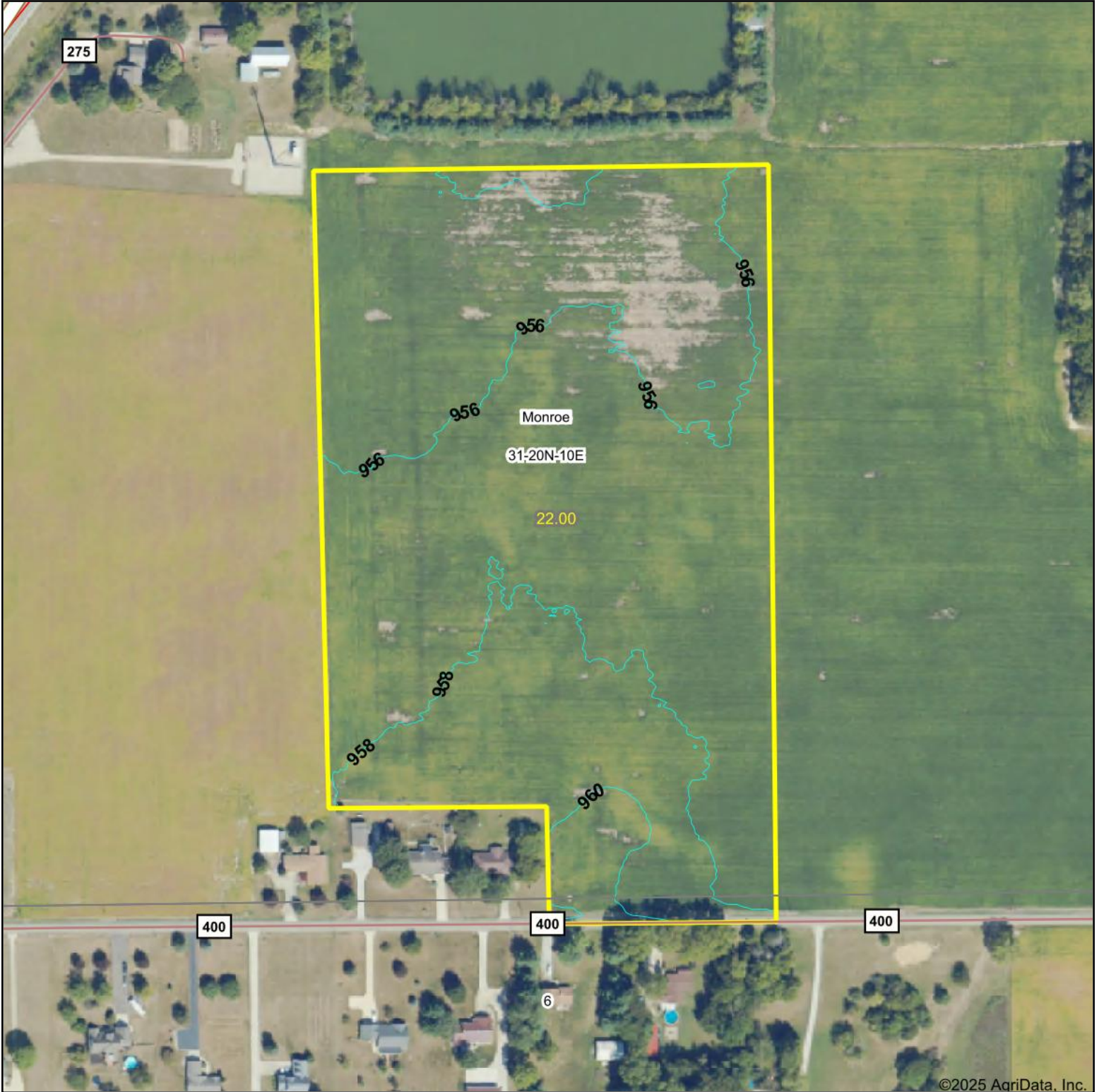
Boundary Center: 40° 8' 22.34, -85° 25' 38.6





# TOPOGRAPHY MAP

## TRACT 4



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Real Estate and Auction Company, Inc.

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Source: USGS 1 meter dem  
Interval(ft): 2.0  
Min: 953.4  
Max: 962.5  
Range: 9.1  
Average: 956.8  
Standard Deviation: 1.54 ft

0ft 272ft 544ft



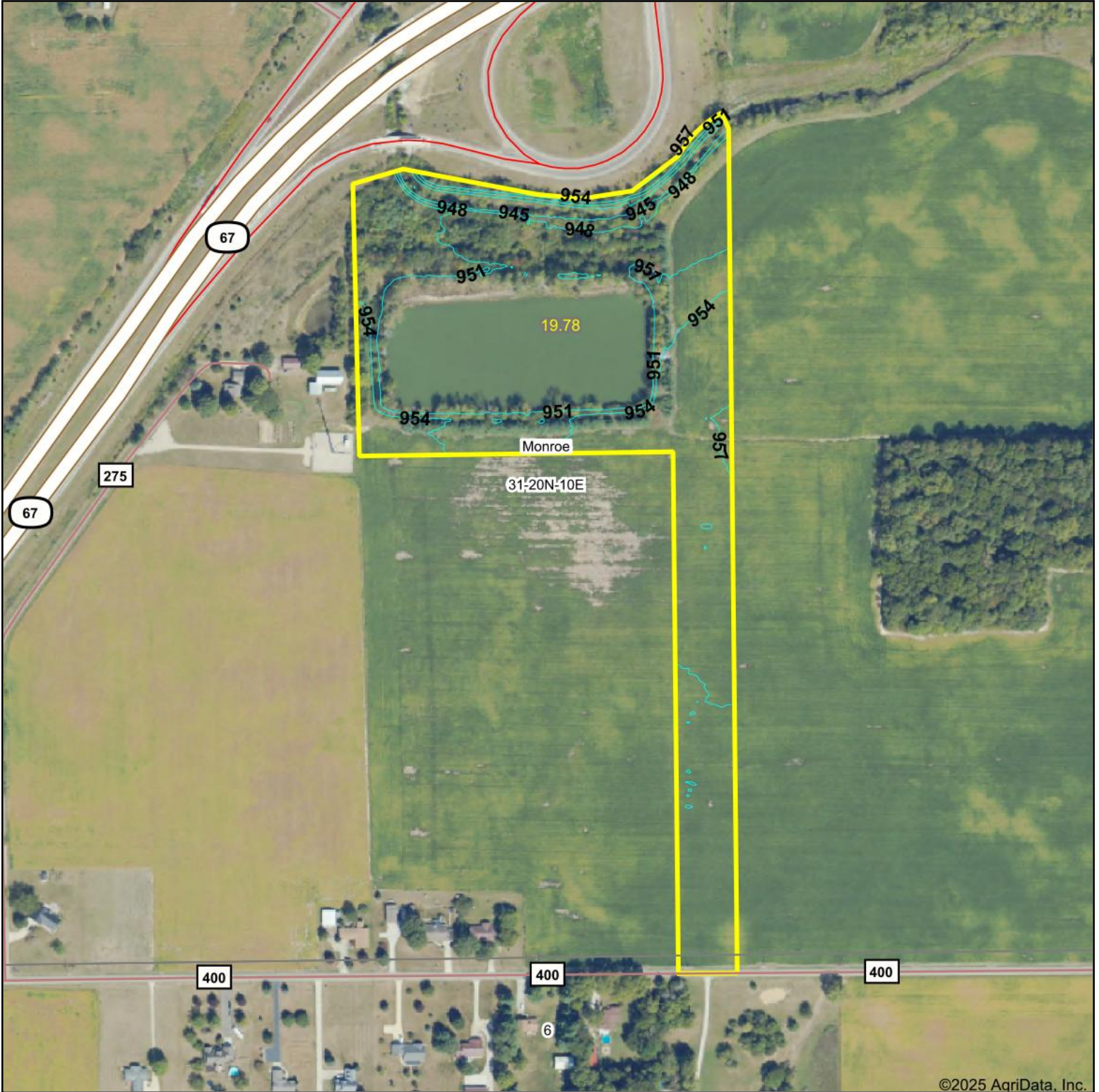
12/4/2025

**31-20N-10E**  
**Delaware County**  
**Indiana**

Boundary Center: 40° 8' 11.7, -85° 25' 59

# TOPOGRAPHY MAP

## TRACT 5



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Real Estate and Auction Company, Inc.

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Source: USGS 1 meter dem  
Interval(ft): 3.0  
Min: 942.0  
Max: 958.8  
Range: 16.8  
Average: 952.2  
Standard Deviation: 3.64 ft

0ft 395ft 789ft



12/4/2025

**31-20N-10E**  
**Delaware County**  
**Indiana**

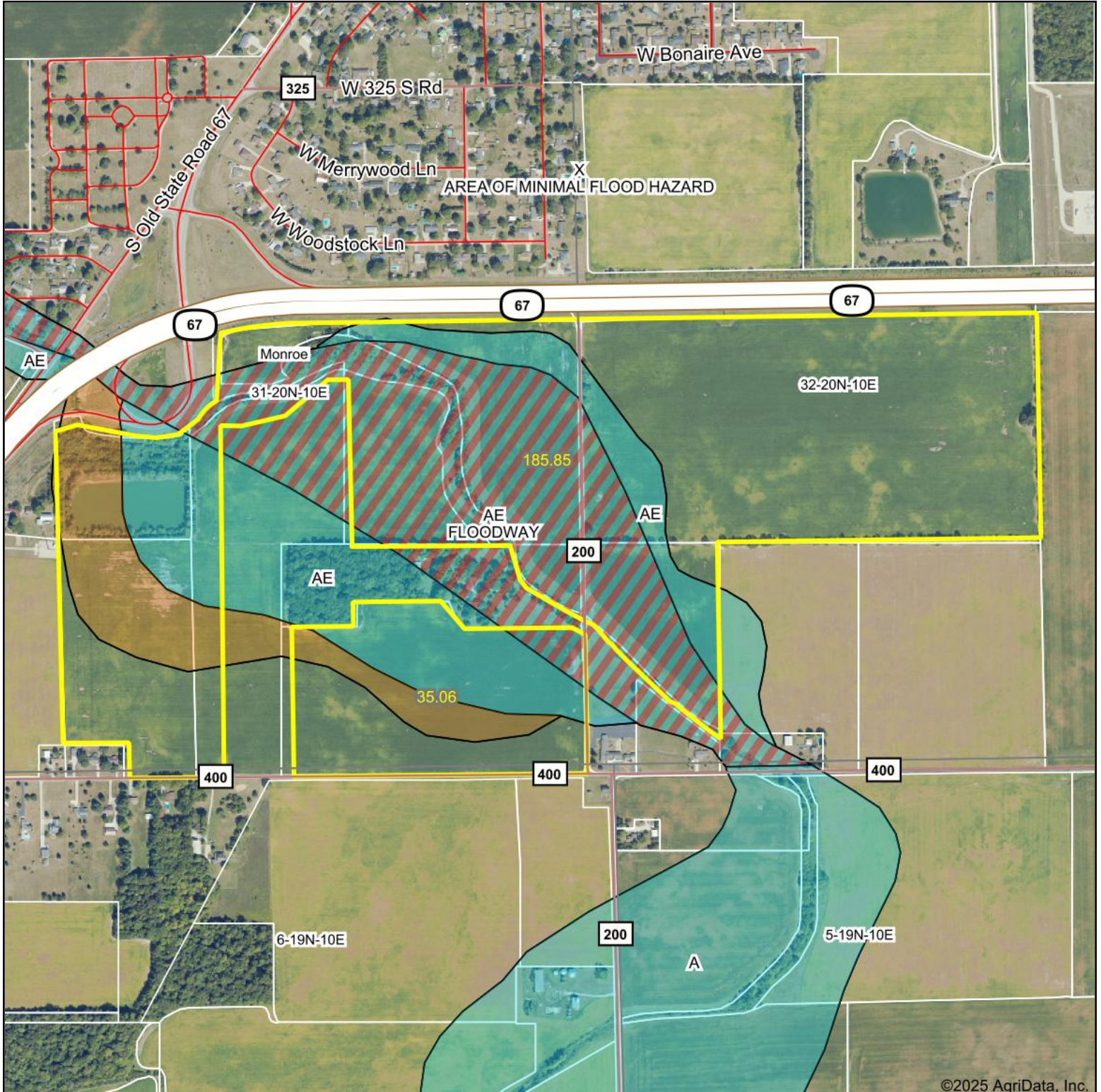
Boundary Center: 40° 8' 15.9, -85° 25' 58.03



The background is a solid teal color. In the corners, there are decorative elements consisting of overlapping circles in a light yellow or gold color. In the top-left corner, two circles overlap. In the top-right corner, one circle is partially visible. In the bottom-left corner, two circles overlap. In the bottom-right corner, two circles overlap.

# FLOOD ZONE MAPS

# FLOOD ZONE MAP



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Boundary Center: 40° 8' 17.98, -85° 25' 27.61



**31-20N-10E**  
**Delaware County**  
**Indiana**

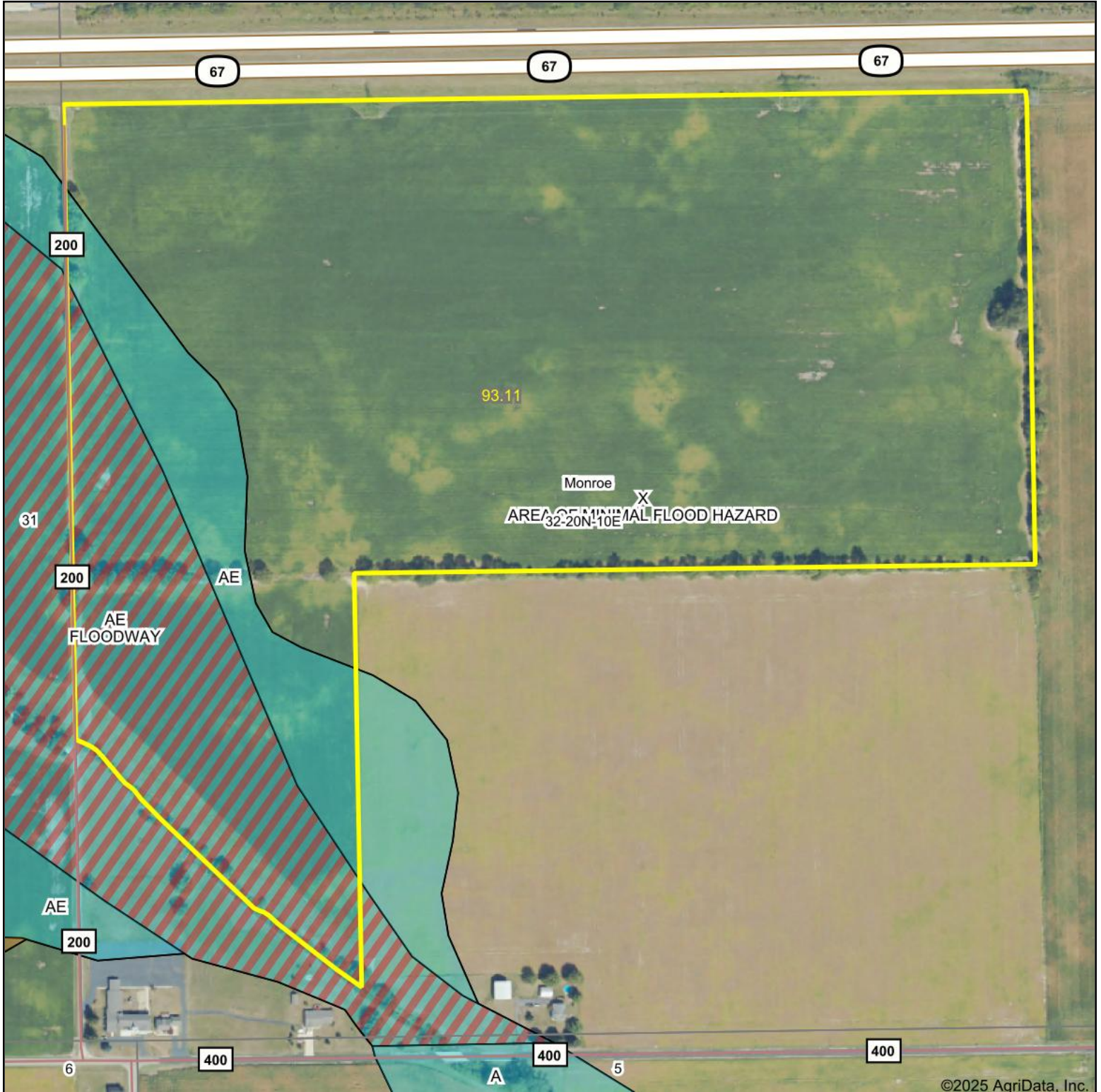


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# FLOOD ZONE MAP

## TRACT 1



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Boundary Center: 40° 8' 18.88, -85° 25' 8.09



**32-20N-10E**  
**Delaware County**  
**Indiana**



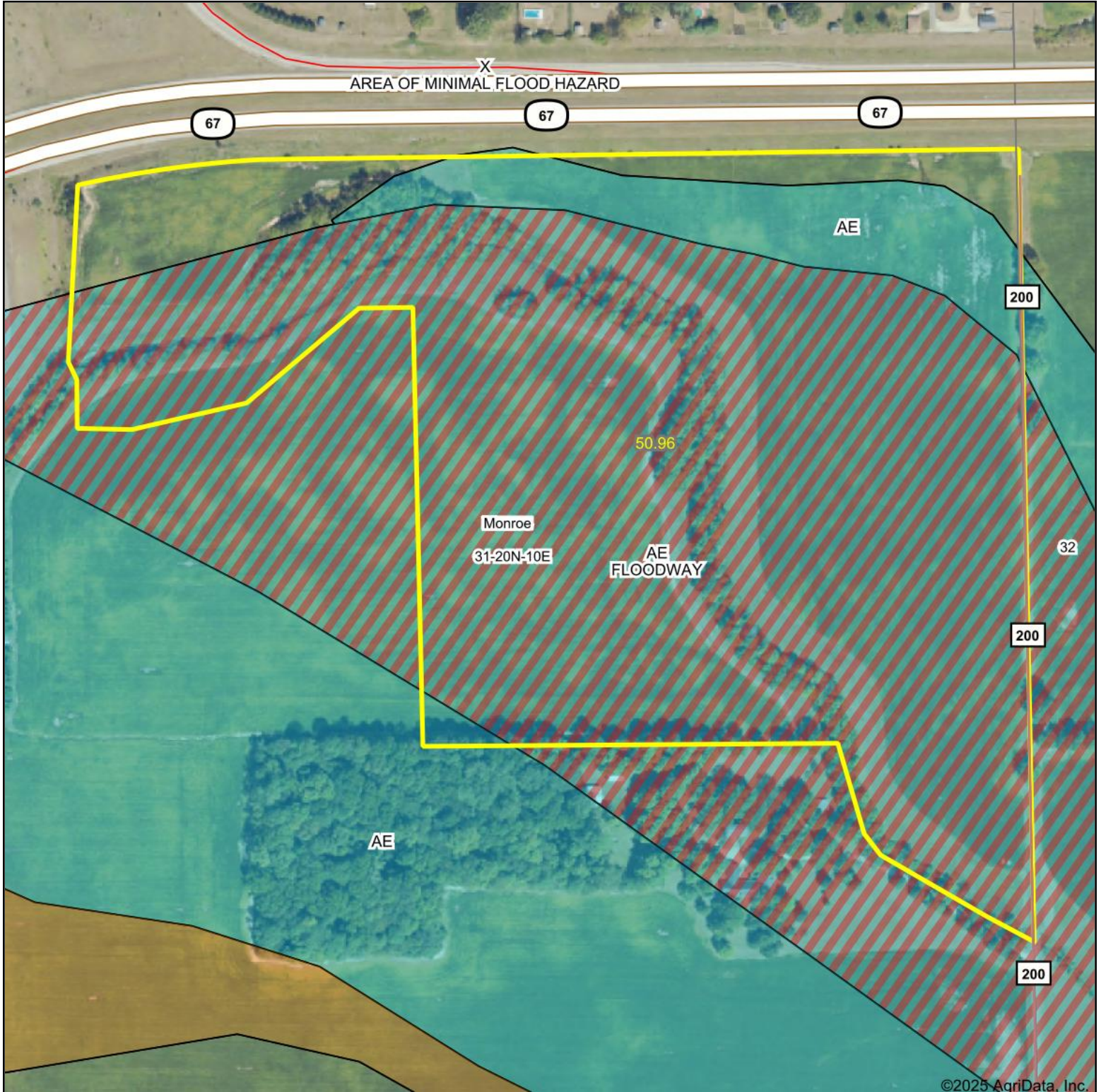
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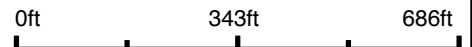
Flood related information provided by FEMA

# FLOOD ZONE MAP

## TRACT 2



Boundary Center: 40° 8' 22.34, -85° 25' 38.6



**31-20N-10E**  
**Delaware County**  
**Indiana**

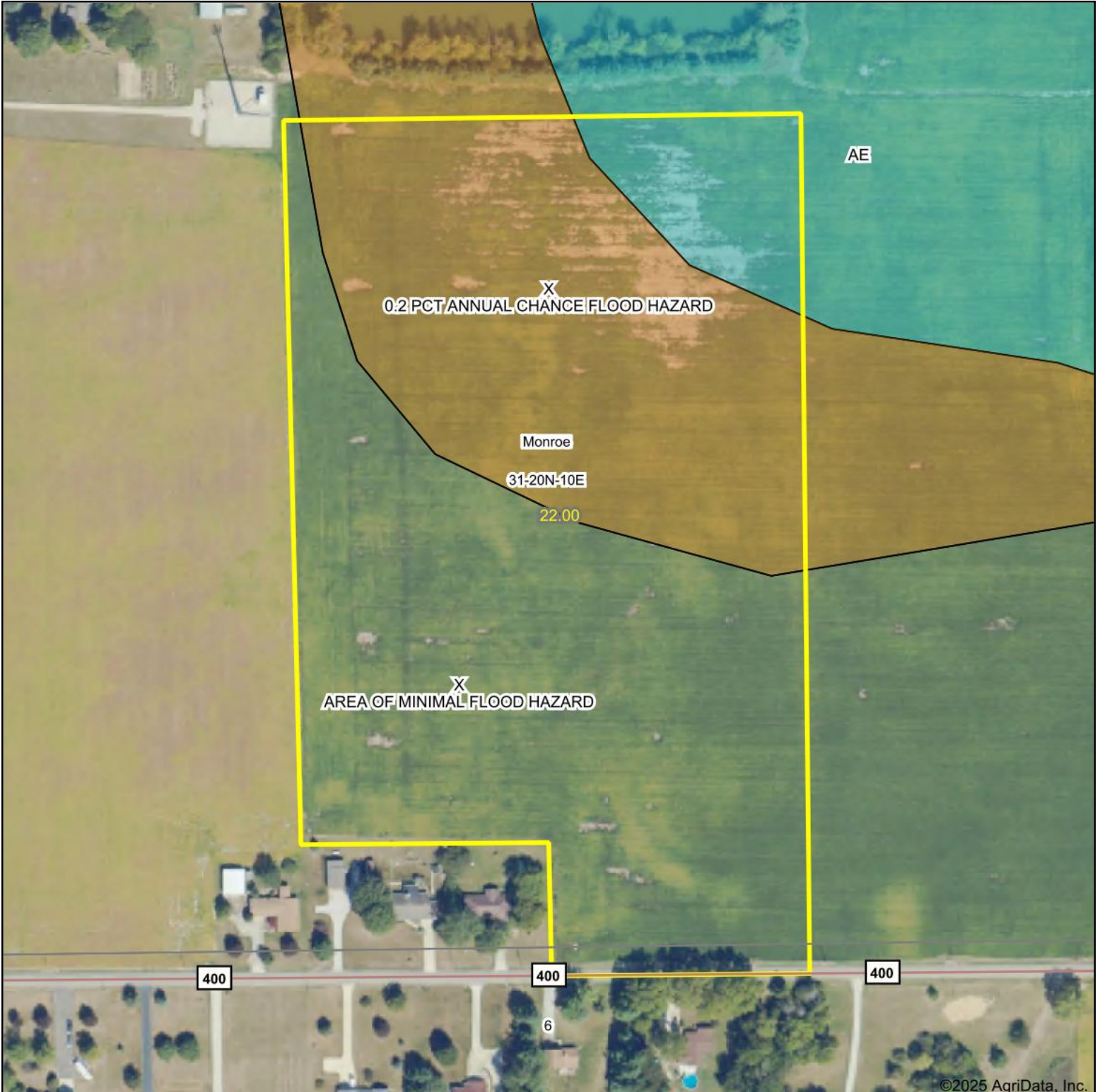


12/4/2025



# FLOOD ZONE MAP

## TRACT 4



Boundary Center: 40° 8' 11.7, -85° 25' 59



**31-20N-10E**  
**Delaware County**  
**Indiana**

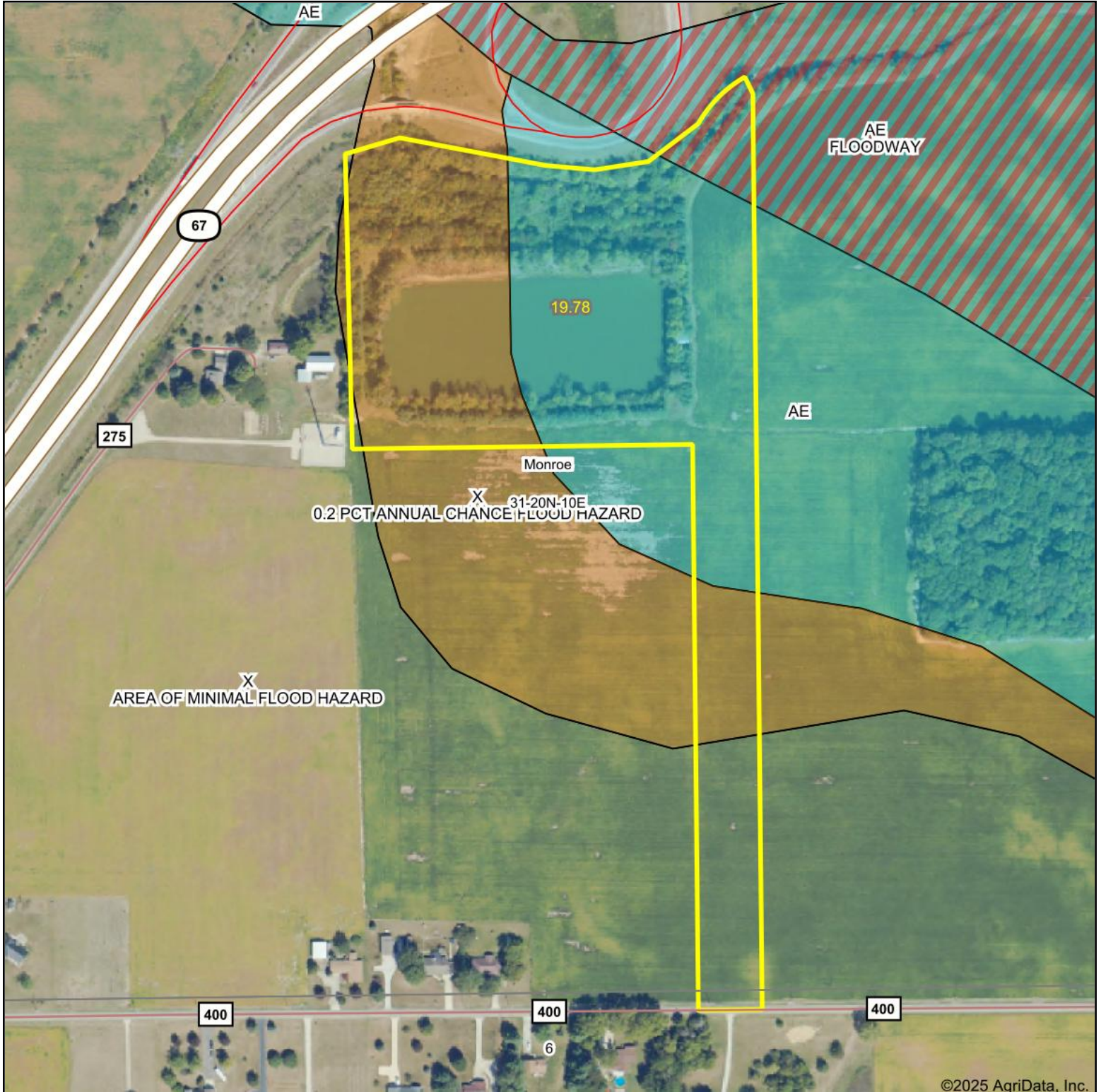


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# FLOOD ZONE MAP

## TRACT 5



Boundary Center: 40° 8' 15.9, -85° 25' 58.03



**31-20N-10E**  
**Delaware County**  
**Indiana**



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# BRIDGE REPORT

# BRIDGE REPORT



LOOKING NORTH OF ROAD



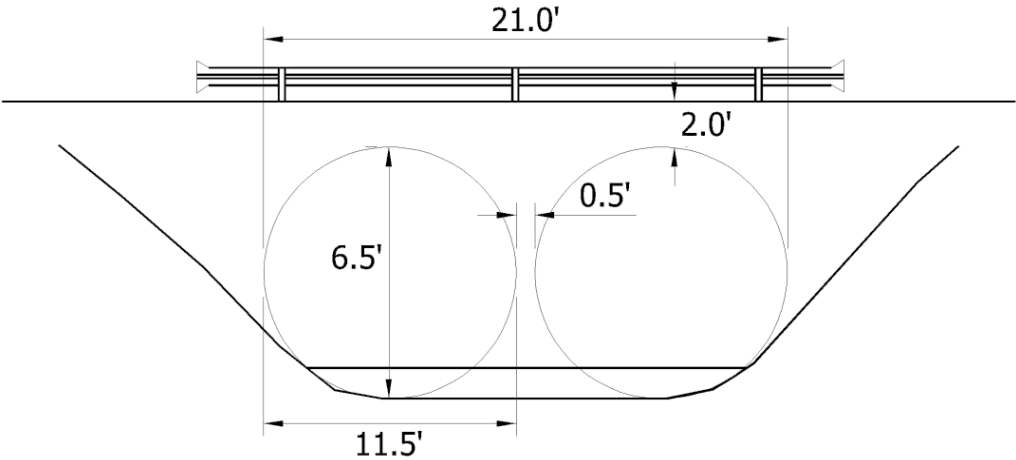
LOOKING SOUTH OF ROAD



LOOKING WEST FROM CHANNEL



TYPICAL SUPERSTRUCTURE



DELAWARE COUNTY - BRIDGE NO. 18-00190  
CR 200W OVER NO NAME CREEK

ADDITIONAL  
PHOTOS

GO TO  
TOWNSHIP MAP

# BRIDGE REPORT

## STRUCTURE INVENTORY AND APPRAISAL REPORT - 1

NBI Number: 1800202  
Facility Carried: CR 200W

Bridge Number: 18-00190  
Feature(s) Intersected: NO NAME CREEK

### IDENTIFICATION

1.	State:	185 (INDIANA)	4.	City/Town:	51876 (MUNCIE)
8.	NBI Number:	1800202			
5.	Inventory Route On:	1-5-1- 857-0	98.	Border Bridge:	
2.	District:	03 (GREENFIELD)	99.	Border Bridge Number:	
3.	County:	018 (DELAWARE)			
6.	Feat Intersected:	NO NAME CREEK	11.	Mile Point (over):	0
7.	Facility Carried:	CR 200W	16.	Latitude:	40.13713
9.	Location:	00.17 N of CR 400 S	17.	Longitude:	-85.42365

### STRUCTURE DATA

43A.	Structure Type - Main Span:	3 (STEEL)	44.	Structure Type - Approach:	000
43B.	Structure Type - Main Span - Const.	19 (CULVERT)	45.	Number of Spans - Main:	2
107.	Deck Structure Type:	N (N/A - UNDER FILL)	46.	Number of Spans - Approach:	0
108A.	Wearing Surface:	6 (BITUMINOUS)	108B.	Membrane:	0 (NONE)
108C.	Protection	N (N/A)			

### AGE OF SERVICE

27.	Year Built:	1980	106.	Reconstructed:	0
42A.	Type of Service Over:	1 (HIGHWAY)	42B.	Type of Service Under:	5 (WATERWAY)
28A.	Lanes on Structure:	2	28B.	Lanes Under Structure:	0
29.	ADT - Over:	20 VPD	30.	ADT Year Over:	2024
114.	Future ADT:	31 VPD	115.	Future ADT Year:	2044
109.	Average Truck Traffic:	1 %Trucks	19.	Bypass Detour Length:	199 mi.

### GEOMETRIC DATA

48.	Maximum Span Length:	10 ft.	49.	Structure Length:	21 ft.
50A.	Sidewalk/Curb Left:	0.0 ft.	50B.	Sidewalk/Curb Right:	0.0 ft.
51.	Bridge Roadway Width:	20 ft.	52.	Deck Width (O-O)	20 ft.
32.	Approach Roadway Width:	12 ft.	33.	Bridge Median:	0 (NO MEDIAN)
34.	Skew:	0 Degree(s)	35.	Structure Flared:	0 (NO FLARE)
10.	Defense Vertical Clearance:	99.99	53.	Vertical Clearance/Deck:	99.99 ft.
47.	Total Horiz. Clearance:	22 ft.	54A.	Min Vert Clear Code:	N
55A.	Min Latr. Cl. Right - Code:	N	54B.	Underclearance:	0 ft.
55B.	Lateral Right:	0 ft.	56.	Lateral Left:	0 ft.

# BRIDGE REPORT

## STRUCTURE INVENTORY AND APPRAISAL REPORT - 2

NBI Number: 1800202  
Facility Carried: CR 200W

Bridge Number: 18-00190  
Feature(s) Intersected: NO NAME CREEK

### NAVIGATION

38.	Navigational Control:	0	40.	Navigational Horizontal Clearance:	ft.
39.	Navigational Vertical Clearance:	ft.	116.	Vertical Clearance - Lift Bridge:	ft.
111.	Pier/Abutment Protection:				

### CLASSIFICATION

112.	NBIS Bridge Length:	Y	12.	Base Highway Network:	0
104.	Highway System - Over:	0 (NOT ON NHS)	13A.	LRS Inventory Route:	
26.	Func. Class - Over:	19 (URBAN - LOCAL)	13B.	LRS Inventory Subroute:	
100.	Defense Highway Des:	0	101.	Parallel Structure Des:	N
102.	Direction of Traffic:	2 (2-WAY TRAFFIC )	103.	Temporary Structure Des:	
110.	Des. Nat. Network:	0	20.	Toll:	3 (ON FREE ROAD-NO TOLL)
21.	Maint. Responsibility:	02 (COUNTY HIGHWAY AGENCY)	22.	Owner:	02 (COUNTY HIGHWAY AGENCY)
37.	Historical Significance:	5 (NOT ELIGIBLE)			

### CONDITION

58.	Deck:	Material: N/A	Rating:	N
	N/A			
58.01.	Wearing Surface:	Material: BITUMINOUS (2")	Rating:	4
	POOR - HEAVY RUTTING, UNEVEN, DEBRIS AND VEGETATION ALONG SHOULDERS, SETTLED			
59.	Superstructure:	Material: N/A	Rating:	N
	N/A			
60.	Substructure:	Material: N/A	Rating:	N
	N/A			
61.	Channel:	Material: NATURAL	Rating:	5
	FAIR - HEAVY DEBRIS, SKEWED UPSTREAM AND DOWNSTREAM			
62.	Culvert/Ret:	Material: STEEL ARCH	Rating:	3
	SERIOUS - MINOR DEFLECTION, HEAVY RUST, NORTH RUST THROUGH AT WATERLINE FOR 75% OF THE BARREL.			

### LOAD RATING AND POSTING

41.	Open, Posted, or Closed:	A (OPEN)	63.	Oper Rating Method:	8 (LRFR USING HL-93 LOADINGS)
	EV Single	Tons	65.	Inv Rating Method:	8 (LRFR USING HL-93 LOADINGS)
	EV Tandem	Tons	66C.	Tons Posted:	Tons
	EV Gross	Tons	66D.	Date Posted/Closed:	1/23/2025
	Safe Posting	Tons	70.	Bridge Posting:	5 (EQUAL TO OR ABOVE LEGAL LOADS)

# BRIDGE REPORT

## STRUCTURE INVENTORY AND APPRAISAL REPORT - 3

NBI Number: 1800202  
Facility Carried: CR 200W

Bridge Number: 18-00190  
Feature(s) Intersected: NO NAME CREEK

### APPRAISAL

67.	Structural:	N
68.	Geometry:	N
69.	Underclearance:	N
71.	Waterway Adequacy:	6
36A.	Traffic Safety Features (Bridge Railings):	0 (DOES NOT MEET ACCEPTABLE STANDARDS/SAFETY FEATURE IS REQUIRED)
36B.	Traffic Safety Features (Transitions):	0 (DOES NOT MEET ACCEPTABLE STANDARDS/SAFETY FEATURE IS REQUIRED)
36C.	Traffic Safety Features (Approach Guardrail):	0 (DOES NOT MEET ACCEPTABLE STANDARDS/SAFETY FEATURE IS REQUIRED)
36D.	Traffic Safety Features (Approach Guardrail Ends):	0 (DOES NOT MEET ACCEPTABLE STANDARDS/SAFETY FEATURE IS REQUIRED)
72.	Roadway Alignment:	6 - DRIVE AT SOUTHWEST, DEAD END TO FARM FIELDS, TANGENT ON GRADE
	Material:	BITUMINOUS
	Comments:	ROUGH, NARROW, HOLE, UNEVEN, RUTTED
113.	Scour Critical Bridges:	8 (STABLE - EXCELLENT CONDITION)
	Comments:	

### PROPOSED IMPROVEMENTS

75A.	Type of Work:	35 (RECOMMEND REHABILITATION BY PIPE LINING DUE TO DETERIORATION)
75B.	Work Done By:	1 (CONTRACT)
76.	Improvement Length:	21 ft.
94.	Bridge Improvement Costs:	419 x 1000
95.	Roadway Improvement Costs:	100 x 1000
96.	Total Project Cost:	637 x 1000
97.	Year of Cost Estimate:	2024

### RECOMMENDED MAINTENANCE

UNTIL REHABILITATION, RECOMMEND REPLACING ASPHALT SIDE SLOPES AND WALLS BY PLACING RIPRAP ON SLOPES, CLEARING DEBRIS FROM CHANNEL, AND INSTALLING CURRENT STANDARD BRIDGE AND APPROACH RAILING WITH BRIDGE END MARKERS.

### INSPECTION DATA

90.	Date:	10/10/2024	91.	Des. Inspection Frequency:	12 Months
92.	Critical Feature Inspection:	A: N	B: N	C: N	
93.	Date:	A:	B:	C:	





# CR 200 ORDINANCE

# CR 200 ORDINANCE

ORDINANCE 2025-32

## ORDINANCE VACATING PUBLIC RIGHT-OF-WAY LOCATED IN DELAWARE COUNTY, INDIANA

WHEREAS, the Board of Delaware County having adopted a petition to vacate certain rights-of-way, the Board of Commissioners of Delaware County, Indiana, has provided notice, pursuant to Ind. Code § 36-7-3-12(c) and Ind. Code § 5-3-1 stating that it now desires to vacate a certain public right-of-way located within Delaware County, Indiana, as illustrated in "EXHIBIT A" attached hereto (the "Vacation Area"), which said Vacation Area is generally described as follows:

Commencing Eight Hundred Sixty (860) feet north of County Road 400 South for a length of One Thousand Seven Hundred Sixty (1,760) feet until the dead end of the road as well as Bridge #190 that spans the No Name Creek located in the Monroe Township, Delaware County.

WHEREAS, the notice further provided information regarding a public hearing on the proposed vacation, which said public hearing was held on November 17, 2025 consistent with, and pursuant to, Ind. Code § 36-7-3-12; and

WHEREAS, the Board of Commissioners of Delaware County, Indiana, having duly considered the proposed vacation of the right-of-way, now desires to adopt an ordinance in accordance with Ind. Code § 36-7-3-12 to formally vacate said right-of-way.

***NOW THEREFORE, BE IT ORDAINED*** by the Board of Commissioners of Delaware County, Indiana, acting according to the authority granted to it pursuant to Ind. Code § 36-7-3-12, as follows:

**SECTION 1.** The Board of Commissioners of Delaware County, Indiana determines the following:

- A. Vacation of the Vacation Area will not hinder the growth or orderly development of unit or neighborhood in which said Vacation Area is located or to which the Vacation Area is contiguous;
- B. Vacating the Vacation Area does not make access to the lands of any person by means of public way difficult or inconvenient;
- C. Vacating the Vacation Area does not hinder the public's access to a church, school or other public building or place; and
- D. Vacating the Vacation Area will not hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous.

**SECTION 2.** The following described Vacation Area located within the boundaries of Delaware County, Indiana is hereby vacated:

Commencing Eight Hundred Sixty (860) feet north of County Road 400 South for a length of

# CR 200 ORDINANCE

One Thousand Seven Hundred Sixty (1,760) feet until the dead end of the road as well as Bridge #190 that spans the No Name Creek located in the Monroe Township, Delaware County.

**SECTION 3.** The vacation of the right-of-way authorized by this Ordinance is subject to any easements of record or otherwise currently and lawfully enjoyed by any and all public utilities, including, not limited to: water, sewer, storm water, drainage, electricity, telecommunications, natural gas and cable television, which existing easement rights shall survive the vacation.

**SECTION 4.** Subject to the restrictions described in Section 3, above, relevant portions of the Vacation Area shall revert according to the laws of the State of Indiana to the adjacent property owner, N & H Miller Investments, LLC, as owner of Parcels Numbers 18-11-31-400-002.000-012 and 18-11-32-300-002.000-012 pursuant to Deed Record 2021R/13501 and 13522, as follows:

Commencing Eight Hundred Sixty (860) feet north of County Road 400 South for a length of One Thousand Seven Hundred Sixty (1,760) feet until the dead end of the road as well as Bridge #190 that spans the No Name Creek located in the Monroe Township, Delaware County.

**SECTION 5.** This Ordinance shall be furnished to the Delaware County Auditor so the Vacation Area may be duly entered for taxation and recorded in the Office of the Recorder of Delaware County, Indiana.

**SECTION 6.** The provisions of this Ordinance shall become effective upon adoption, publication as required by law, and recording in the Office of the Recorder of Delaware County, Indiana.

*DULY ADOPTED* by the Board of Commissioners of Delaware County, Indiana at a regularly scheduled public meeting held on this, the \_\_\_\_ day of \_\_\_\_\_, 2025.

*DELAWARE COUNTY  
BOARD OF COMMISSIONERS*

\_\_\_\_\_  
Shannon Henry, President

\_\_\_\_\_  
Stephen D. Brand, Vice President

\_\_\_\_\_  
Sherry Riggin, Commissioner

# CR 200 ORDINANCE

*ATTEST:*

---

Edward Carroll, Auditor  
Delaware County, Indiana

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

This instrument prepared by:  
Brooke & Struble, P.C.  
John H. Brooke  
112 East Gilbert Street  
Muncie, Indiana 47305

---

JOHN H. BROOKE #4234-18  
ATTORNEY AT LAW

The background is a solid teal color. In the corners, there are decorative elements consisting of overlapping circles in a light yellow or gold color. In the top-left corner, two circles overlap. In the top-right corner, one circle is partially visible. In the bottom-left corner, two circles overlap. In the bottom-right corner, two circles overlap.

# PRELIMINARY TITLE

# PRELIMINARY TITLE



## Fidelity National Title Insurance Company

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

Issuing Agent: IN Title Company  
Issuing Office: 200 E. Washington St., Muncie, IN 47305  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 20252353  
Issuing Office File Number: 20252353  
Property Address: 6121 S CR 200 W, Muncie, IN 47302  
CR 200 W, Muncie, IN 47302  
6121 BLK S CR 200 W, Muncie, IN 47302  
W CR 400 S, Muncie, IN 47302  
4100 W CR 400 S, Muncie, IN 47302  
4100 BLK W CR 400 S, Muncie, IN 47302  
4100 BLK W CR 400 S, Muncie, IN 47302  
CR 400 S, Muncie, IN 47302  
SR 67, Muncie, IN 47302

Revision Number:

### SCHEDULE A

1. Commitment Date: November 19, 2025 at 8:00 A.M.
2. Policy to be issued:
  - (a) 2021 ALTA® Owner's Policy  
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.  
Proposed Amount of Insurance: \$ 100,000.00  
The estate or interest to be insured:
  - (b) 2021 ALTA® Loan Policy  
Proposed Insured: NONE  
Proposed Amount of Insurance \$  
The estate or interest to be insured:
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:  
  
N & H Miller Investments, LLC, an Indiana limited liability company
5. The Land is described as follows:  
  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

### FIDELITY NATIONAL TITLE INSURANCE COMPANY

By IN Title Company, Agent

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ALTA Commitment for Title Insurance (7-1-21)  
Schedule A

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# PRELIMINARY TITLE



Fidelity National Title Insurance Company

*Jennifer L. Smith*

Jennifer L. Smith, Authorized Countersignature

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# PRELIMINARY TITLE



Fidelity National Title Insurance Company

## EXHIBIT "A" LEGAL DESCRIPTION

### PARCEL 1

A part of the East Half of the Southwest Quarter and part of the West Half of the Southeast Quarter of Section 31, Township 20 North, Range 10 East, more particularly described as follows, to-wit: Beginning at a point in the South line of the West Half of the Southeast Quarter of Section 31, Township 20 North, Range 10 East, 921.4 feet West of the Southeast corner of said West Half of the Southeast Quarter; thence North 00 degrees 44 minutes 57 seconds West and parallel with the East line of the said West Half of the Southeast Quarter, 1933.12 feet to the intersection with the South right-of-way line of the Muncie By Pass of Indiana State Highway #67; thence South 70 degrees 25 minutes 41 seconds West and on said right-of-way line, 131.21 feet; thence South 88 degrees 24 minutes 05 seconds West and on said right-of-way line, 126.07 feet; thence North 83 degrees 26 minutes 02 seconds West and on said right-of-way line, 330.21 feet; thence North 68 degrees 23 minutes 21 seconds West and on said right-of-way line, 98.39 feet; thence North 35 degrees 39 minutes 11 seconds West and on said right-of-way line, 57.14 feet; thence South 72 degrees 42 minutes 30 seconds West and on said right-of-way line, 86.42 feet to a point 1707.67 feet West of the East line of said West Half of the Southeast Quarter; thence South 00 degrees 44 minutes 57 seconds East and parallel with the East line of said West Half of the Southeast Quarter, 1803.46 feet to a point 175.0 feet North of the South line of the East Half of the Southwest Quarter of Section 31, Township 20 North, Range 10 East; thence North 00 degrees 00 minutes 00 seconds East and parallel with said South line 230.0 feet; thence North 00 degrees 44 minutes 57 seconds West and parallel with the East line of the West Half of the Southeast Quarter, 30.0 feet; thence North 90 degrees 00 minutes 00 seconds East and parallel with the South line of the East Half of the Southwest Quarter, 155.0 feet; thence South 00 degrees 44 minutes 57 seconds East and parallel with the East line of the West Half of the Southeast Quarter, 205.0 feet to the South line of the West Half of the Southeast Quarter; thence North 90 degrees 00 minutes 00 seconds East on said South line, 401.27 feet, more or less. Estimated to contain 32.947 acres, more or less.

### PARCEL 2

A part of the West Half of the Southeast Quarter of Section 31, Township 20 North, Range 10 East in Monroe Township, Delaware County, Indiana, described as follows: Beginning at a point on the South line of the West Half of the Southeast Quarter of Section 31, Township 20 North, Range 10 East, said point being North 90 degrees 00 minutes 00 seconds West 921.40 feet (assumed bearing) from the Southeast corner of said Half Quarter Section, said point also being the Southwest corner of a 47.36 acre tract of ground described in Deed Record 1981 page 1702, Records of Delaware County, Indiana; thence North 00 degrees 04 minutes 30 seconds West 2031.48 feet along the West line of said 47.36 acre tract to its intersection with the right-of-way line of the Indiana State Highway Muncie By-Pass (Project No. F-892(2)); thence North 53 degrees 03 minutes 10 seconds East 68.60 feet along said right-of-line; thence North 39 degrees 20 minutes 20 seconds East 82.68 feet along said right-of-way line; thence North 51 degrees 42 minutes 00 seconds East 78.53 feet along said right-of-way line; thence South 81 degrees 10 minutes 08 seconds East 127.82 feet along said right-of-way line to its intersection with the center line of No Name Creek; thence North 82 degrees 45 minutes 14 seconds East 230.0 feet along said center line; thence North 54 degrees 40 minutes 53 seconds East 300.0 feet along said center line; thence North 82 degrees 08 minutes 58 seconds East 32.02 feet along said center line to the East line of said Half Quarter Section; thence South 00 degrees 27 minutes 11 seconds East 107.72 feet along said East line; thence South 85 degrees 38 minutes 43 seconds West 126.11 feet; thence South 54 degrees 40 minutes 53 seconds West 297.30 feet; thence South 82 degrees 45 minutes 14 seconds West 266.91 feet; thence North 81 degrees 10 minutes 08 seconds West 978.33 feet; thence South 05 degrees 42 minutes 00 seconds West 24.08 feet; thence South 39 degrees 20 minutes 20 seconds West 83.88 feet; thence South 53 degrees 03 minutes 10 seconds West 91.90 feet; thence South 53 degrees 03 minutes 10 seconds West 91.90 feet; thence South 00 degrees 43 minutes 30 seconds East 1944.78 feet to a point on the South line of said Half Quarter Section; thence North 90 degrees 00 minutes 00 seconds West 50.00 feet to

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# PRELIMINARY TITLE



## Fidelity National Title Insurance Company

the point of beginning, containing 4.60 acres, more or less.

### PARCEL 3

A part of the West Half of the Southeast Quarter of Section 31, Township 20 North, Range 10 East in Monroe Township, Delaware County, Indiana, described as follows: Beginning at point on the South line of the West Half of the Southeast Quarter of Section 31, Township 20 North, Range 10 East, said point being North 90 degrees 00 minutes 00 seconds West 771.40 feet (assumed bearing) from the Southeast corner of said Half-Quarter Section; thence North 90 degrees 00 minute 00 seconds West 10000 feet to a point 50.0 feet East of the Southwest corner of a 47.36 acre tract of ground described in Deed Record 1981, page 1702, Records of Delaware County, Indiana; thence North 00 degrees 43 minutes 30 seconds West 1944.78 feet parallel with the West line of said 47.36 acre tract; thence North 53 degrees 03 minutes 10 seconds East 91.90 feet; thence North 39 degrees 20 minutes 20 seconds East 40.17 feet; thence South 00 degrees 43 minutes 30 seconds East 2031.09 feet to the point of beginning, containing 4.55 acres, more or less,

### PARCEL 4

The North Half of the Southwest Quarter of Section 32, Township 20 North, Range 10 East, containing 80 acres, more or less.

**Excepting therefrom the following:** A part of the North Half of the Southwest Quarter of Section 32, Township 20 North, Range 10 East, Delaware County, Indiana, described as follows: Beginning at the intersection of the Western boundary of County Road 200 West and the North line of said Half Quarter Section South 89 degrees 57 minutes 44 seconds East 16.50 feet (along said North line) from the Northwest corner of said Half-Quarter Section; thence South 89 degrees 57 minutes 44 seconds East 2,623.58 feet along said North line to the East line of said Half-Quarter Section; thence South 00 degrees 42 minutes 48 seconds East 28.53 feet along said East line; thence North 89 degrees 49 minutes 00 seconds West 2,623.94 feet to the Eastern boundary of County Road 200 West; thence North 00 degrees 02 minutes 36 minutes West 21.85 feet along said boundary to the point of beginning and containing 1.517 acres, more or less.

### PARCEL 5

A part of the Southeast Quarter of Section 31, Township 20 North, Range 10 East, more particularly described as follows, to-wit: Beginning at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 31, Township 20 North, Range 10 East; thence North 89 degrees 56 minutes 12 seconds West and on the South line of the said Northeast Quarter of the Southeast Quarter 423.56 feet to its intersection with the centerline of No Name Creek; thence North 15 degrees 50 minutes 29 seconds and on the said centerline 143.49 feet; thence North 64 degrees 04 minutes 52 seconds West and on the said centerline 150.0 feet; thence North 37 degrees 37 minutes 50 seconds West and on the said centerline 240.0 feet; thence North 02 degrees 50 minutes 40 seconds East and on the said centerline 190.0 feet; thence North 13 degrees 09 minutes 05 seconds West and on the said centerline 315.0 feet; thence North 60 degrees 05 minutes 17 seconds West and on the said centerline 120.0 feet; thence North 78 degrees 00 minutes 21 seconds West and on the said centerline 155.0 feet; thence North 65 degrees 03 minutes 11 seconds West and on the centerline 240.0 feet; thence South 72 degrees 08 minutes 58 seconds West and on the said centerline 100.0 feet; thence South 85 degrees 38 minutes 43 seconds West and on the said centerline 130.0 feet; thence South 54 degrees 40 minutes 53 seconds West and on the said centerline 300.0 feet; thence south 82 degrees 45 minutes 14 seconds West and on the said centerline 230.0 feet; thence North 81 degrees 10 minutes 08 seconds West 127.82 feet to its intersection with the right-of-way line of the Indiana State Highway Muncie By-Pass (Project No. F-892 (2)); thence North 02 degrees 40 minutes 40 seconds East and on the said right-of-way line 383.31 feet; thence Easterly on a curve to the right and on the said right-of-way line, a long chord distance of 470.86 feet (said long chord having a bearing of North 83 degrees 16 minutes 41 seconds East); thence North 89 degrees 42 minutes 22 seconds East and on the said right-of-way line 1,604.29 feet to the East line of the East Half of the said Southeast Quarter; thence South 00 degrees 36 minutes 37 seconds East and on the said East line of the said East Half of the Southeast Quarter 1,306.9 feet to the point of beginning. Estimated to contain 31.052 acres, more or less.

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# PRELIMINARY TITLE



## Fidelity National Title Insurance Company

beginning. Estimated to contain 31.052 acres, more or less.

**EXCEPTING** that part of the land conveyed to the State of Indiana by Deed Record 1969, pages 3378-3381.

### PARCEL 6

A part of the Southwest Quarter of the Southwest Quarter of Section 32, Township 20 North, Range 10 East, more particularly described as follows, to-wit: Beginning at the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 32, Township 20 North, Range 10 East; thence North 89 degrees 23 minutes 40 seconds East and on the North line of the said Southwest Quarter of the Southwest Quarter 772.1 feet; thence South 00 degrees 32 minute 58 seconds East 1,141.7 feet to its intersection with the centerline of No Name Creek; thence North 53 degrees 20 minutes 50 seconds West and on the centerline of said Creek 392.97 feet; thence North 45 degrees 20 minutes 20 seconds West and on the said centerline 652.31 feet to its intersection with the West line of the said Southwest Quarter of the Southwest Quarter; thence North 00 degrees 29 minutes 22 seconds West and on the said West line 440.4 feet to the point of beginning. Estimated to contain 14.437 acres, more or less.

### PARCEL 7

A part of the West Half of the Southeast Quarter of Section 31, Township 20 North, Range 10 East, more particularly described as follows, to-wit: Beginning at the Southeast corner of the West Half of the Southeast Quarter of Section 31, Township 20 North, Range 10 East; thence South 90 degrees 00 minutes 00 seconds West and on the South line of the said West Half of the Southeast Quarter 356.0 feet; thence North 00 degrees 27 minutes 11 seconds West and parallel with the East line of the said West Half of the Southeast Quarter 1,325.92 feet, more or less, to the North line of the Southwest Quarter of the said Southeast Quarter; thence East on the North line of the said Southwest Quarter of the Southeast Quarter 356.0 feet to the Northeast corner of the said Southwest Quarter of the Southeast Quarter; thence South 00 degrees 27 minutes 11 seconds East and on the East line of the said Southwest Quarter of the Southeast Quarter 1,325.0 feet, more or less, to the point of beginning. Estimated to contain 10.84 acres, more or less.

**ALSO:** A part of the East Half of the Southeast Quarter of Section 31, Township 20 North, Range 10 East, more particularly described as follows, to-wit: Beginning at the Southwest corner of the East Half of the Southeast Quarter of Section 31, Township 20 North, Range 10 East; thence East on the South line of the said East Half of the Southeast Quarter (said line having a bearing of North 90 degrees 00 minutes 00 seconds East) 1,336.8 feet to the Southeast corner of the said East Half of the Southeast Quarter; thence North 00 degrees 29 minutes 22 seconds West and on the East line of the said East Half of the Southeast Quarter 1,324.45 feet to the Northeast corner of the Southeast Quarter of the said Southeast Quarter; thence North 89 degrees 56 minutes 12 seconds West and on the North line of the said Southeast Quarter of the Southeast Quarter 423.56 feet to its intersection with the centerline of No Name Creek; thence North 15 degrees 50 minutes 29 seconds West and on the centerline of said Creek 143.49 feet; thence North 64 degrees 04 minutes 52 seconds West and on the said centerline 150.0 feet; thence North 37 degrees 37 minutes 50 seconds West and on the said centerline 240.0 feet; thence North 02 degrees 50 minutes 40 seconds East and on the said centerline 190.0 feet; thence North 13 degrees 09 minutes 05 seconds West and on the said centerline 315.0 feet; thence North 60 degrees 05 minutes 17 seconds West and on the said centerline 120.0 feet; thence North 78 degrees 00 minutes 21 seconds West and on the said centerline 155.0 feet; thence North 65 degrees 03 minutes 11 seconds West and on the said centerline 240.0 feet; thence South 72 degrees 08 minutes 58 seconds West and on the said centerline 67.98 feet to its intersection with the West line of the said East Half of the Southeast Quarter; thence South 00 degrees 27 minutes 11 seconds East and on the said West line of the said East Half of the Southeast Quarter 2,387.57 feet to the point of beginning. Estimated to contain 55.556 acres, more or less.

**EXCEPTING:** The following land description was prepared as part of an Original Survey by Haldon L. Ashton, LS 80040149, of Ashton Land Surveyor, Inc., per Job Number 2025707, certified November 6, 2025, being a part of the Southeast Quarter of Section 31, Township 20 North, Range 10 East, Delaware County, Indiana, and being more particularly described as follows:

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# PRELIMINARY TITLE



## Fidelity National Title Insurance Company

Beginning at a nail on the East line of the Southeast Quarter of Section 31, Township 20 North, Range 10 East, said nail being North 00 degrees 11 minutes 32 seconds West 805.54 feet from a nail marking the Southeast corner of said Quarter Section; thence North 61 degrees 04 minutes 53 seconds West 86.08 feet to a 5/8 inch rebar; thence North 89 degrees 47 minutes 01 second West 620.92 feet to a 5/8 inch rebar; thence North 39 degrees 47 minutes 01 second West 211.12 feet to a 5/8 inch rebar; thence North 89 degrees 47 minutes 01 second West 506.11 feet to a 5/8 inch rebar in the West line of the East Half of said Quarter Section; thence South 00 degrees 02 minutes 06 seconds East 140.00 feet along said West line to a 5/8 inch rebar; thence North 89 degrees 47 minutes 01 second West 356.00 feet to a 5/8 inch rebar; thence North 00 degrees 02 minutes 06 seconds West 460.00 feet to a 5/8 inch rebar at the Northwest corner of a tract of ground described in Instrument #2021R13500; thence South 89 degrees 47 minutes 01 second East 356.00 feet to a 5/8 inch rebar at the Northeast corner of said tract; thence South 89 degrees 33 minutes 16 seconds East 912.41 feet to a point in the center of No Name Creek being described in said tract; thence South 15 degrees 24 minutes 44 seconds East 207.14 feet along said creek; thence South 36 degrees 37 minutes 56 seconds East 59.31 feet along said creek; thence South 59 degrees 05 minutes 18 seconds East 270.67 feet along said creek; thence South 61 degrees 04 minutes 53 seconds East 116.94 feet to a nail on the East line of said Quarter Section; thence South 00 degrees 11 minutes 33 seconds East 78.15 feet to the point of beginning, containing 13.42 acres, more or less, subject to a drainage easement for No Name Creek to a gas pipeline easement on the Easterly side and to all easements of record.

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Schedule A

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# PRELIMINARY TITLE



Fidelity National Title Insurance Company

## 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. **Warranty Deed to be executed from N & H Miller Investments, LLC, an Indiana limited liability company to "BUYER".**
6. **We must be furnished copies of proper company resolutions authorizing the sale of the premises and setting forth the name(s) of the individual(s) authorized to execute the deed.**
7. **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.**
8. **The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.**

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

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

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

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27C170B

Page 1 of 6

ALTA Commitment for Title Insurance (7-1-21)  
Schedule B I - B II

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File No.: 20252353



# PRELIMINARY TITLE



## Fidelity National Title Insurance Company

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

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

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ALTA Commitment for Title Insurance (7-1-21)  
Schedule B I - B II

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File No.: 20252353

AMERICAN  
LAND TITLE  
ASSOCIATION



# PRELIMINARY TITLE



Fidelity National Title Insurance Company

## 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 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. The term "encroachment" included encroachments of existing improvements located on the land onto adjoining land, and encroachments onto the land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor or material heretofore and 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.

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

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

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

### Special Exceptions:

7. Taxes for the year 2024 in the amount of \$176.00 each installment due May 12 and November 10, 2025. May installment PAID. November installment PAID. Taxes for the year 2025 due and payable in 2026 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-11-31-328-001.000-012 (Parcel 1)

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ALTA Commitment for Title Insurance (7-1-21)  
Schedule B I - B II

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File No.: 20252353



# PRELIMINARY TITLE



## Fidelity National Title Insurance Company

8. White River Southwest annual ditch assessment in the sum of \$12.97 per year, recorded in Ditch No. 097, next installment due May 11, 2026. (Parcel 1)

9. Taxes for the year 2024 in the amount of \$464.00 each installment due May 12 and November 10, 2025. May installment PAID. November installment PAID. Taxes for the year 2025 due and payable in 2026 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-11-31-376-002.000-012 (Parcel 1)

10. White River Southwest annual ditch assessment in the sum of \$19.82 per year, recorded in Ditch No. 097, next installment due May 11, 2026. (Parcel 1)

11. Taxes for the year 2024 in the amount of \$105.00 each installment due May 12 and November 10, 2025. May installment PAID. November installment PAID. Taxes for the year 2025 due and payable in 2026 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-11-31-400-008.000-012 (Parcel 2)

12. White River Southwest annual ditch assessment in the sum of \$10.00 per year, recorded in Ditch No. 097, next installment due May 11, 2026. (Parcel 2)

13. Taxes for the year 2024 in the amount of \$104.00 each installment due May 12 and November 10, 2025. May installment PAID. November installment PAID. Taxes for the year 2025 due and payable in 2026 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-11-31-400-009.000-012 (Parcel 3)

14. White River Southwest annual ditch assessment in the sum of \$10.00 per year, recorded in Ditch No. 097, next installment due May 11, 2026. (Parcel 3)

15. Taxes for the year 2024 in the amount of \$2,040.99 each installment due May 12 and November 10, 2025. May installment PAID. November installment PAID. Taxes for the year 2025 due and payable in 2026 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-11-32-300-002.000-012 (Parcel 4)

16. White River Southwest annual ditch assessment in the sum of \$78.48 per year, recorded in Ditch No. 097, next installment of \$39.24 due May 11, 2026. (Parcel 4)

17. Taxes for the year 2024 in the amount of \$669.00 each installment due May 12 and November 10, 2025. May installment PAID. November installment PAID. Taxes for the year 2025 due and payable in 2026 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-11-31-400-002.000-012 (Parcel 5)

18. White River Southwest annual ditch assessment in the sum of \$31.06 per year, recorded in Ditch No. 097, next installment of \$15.53 due May 11, 2026. (Parcel 5)

19. Taxes for the year 2024 in the amount of \$356.00 each installment due May 12 and November 10, 2025. May installment PAID. November installment PAID. Taxes for the year 2025 due and payable in 2026 now a lien. No

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# PRELIMINARY TITLE



## Fidelity National Title Insurance Company

guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-11-32-300-003.000-012 (Parcel 6)

20. White River Southwest annual ditch assessment in the sum of \$14.43 per year, recorded in Ditch No. 097, next installment due May 11, 2026. (Parcel 6)
21. Taxes for the year 2024 in the amount of \$4,132.59 each installment due May 12 and November 10, 2025. May installment PAID. November installment PAID. Taxes for the year 2025 due and payable in 2026 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-11-31-400-006.000-012 (Parcel 7)

### ALSO AFFECTS OTHER REAL ESTATE

22. White River Southwest annual ditch assessment in the sum of \$55.56 per year, recorded in Ditch No. 097, next installment of \$27.78 due May 11, 2026. (Parcel 7)

### ALSO AFFECTS OTHER REAL ESTATE

23. Storm Water assessment in the sum of \$11.40 per year, next installment due May 11, 2026. (Parcel 7)

### ALSO AFFECTS OTHER REAL ESTATE

24. Taxes for the year 2024 in the amount of \$197.99 each installment due May 12 and November 10, 2025. May installment PAID. November installment PAID. Taxes for the year 2025 due and payable in 2026 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-11-31-400-007.000-012 (Parcel 7)

### ALSO AFFECTS OTHER REAL ESTATE

25. White River Southwest annual ditch assessment in the sum of \$10.84 per year, recorded in Ditch No. 097, next installment due May 11, 2026. (Parcel 7)

### ALSO AFFECTS OTHER REAL ESTATE

26. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
27. Rights of the Public, the State of Indiana, and County of Delaware and the municipality in and to that part of the premises taken or used for road purposes.
28. Right of way for drainage, flow and maintenance of Legal Ditch (or Legal Drain) as set forth in IC 36-9-27-33.
29. Deed of Easement to Indiana & Michigan Electric Company dated January 20, 1959 and recorded February 9, 1959 in Deed Record 387 page 51. (Parcel 4)
30. Deed of Easement to Indiana & Michigan Electric Company dated December 13, 1957 and recorded February 4, 1958 in Deed Record 377 pages 534-536. (Parcels 5, 6, 7)

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# PRELIMINARY TITLE



## Fidelity National Title Insurance Company

31. Pipeline easement granted to Ohio Fuel Gas Company in Miscellaneous XX page 177, as further assigned. (Parcel 7)
32. Easements created, easements referred to, and limited access provisions contained in Deed Record 486, page 273-275. (Parcel 1)
33. Any limitation on access to and from the land across the limited access right of way line of the Muncie Bypass abutting the property. (Parcels 4, 5)

JLS/kil

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ALTA Commitment for Title Insurance (7-1-21)  
Schedule B I - B II

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File No.: 20252353



# PRELIMINARY TITLE



## Fidelity National Title Insurance Company

### ALTA COMMITMENT FOR TITLE INSURANCE issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY

#### NOTICE

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

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

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

#### COMMITMENT TO ISSUE POLICY

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

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

#### *Fidelity National Title Insurance Company*

By:

Handwritten signature of Michael J. Nolan in black ink.

Michael J. Nolan  
President

ATTEST:

Handwritten signature of Marjorie Nemzura in black ink.

Marjorie Nemzura  
Secretary

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# PRELIMINARY TITLE



## Fidelity National Title Insurance Company

### 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 countersignature 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.

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# PRELIMINARY TITLE



## Fidelity National Title Insurance Company

### 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.
- 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.

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# PRELIMINARY TITLE



## Fidelity National Title Insurance Company

### 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 \$2,000,000 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>.

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# PROPERTY PHOTOS

TRACTS 1-5



TRACT 1





TRACTS 2-5



TRACT 3



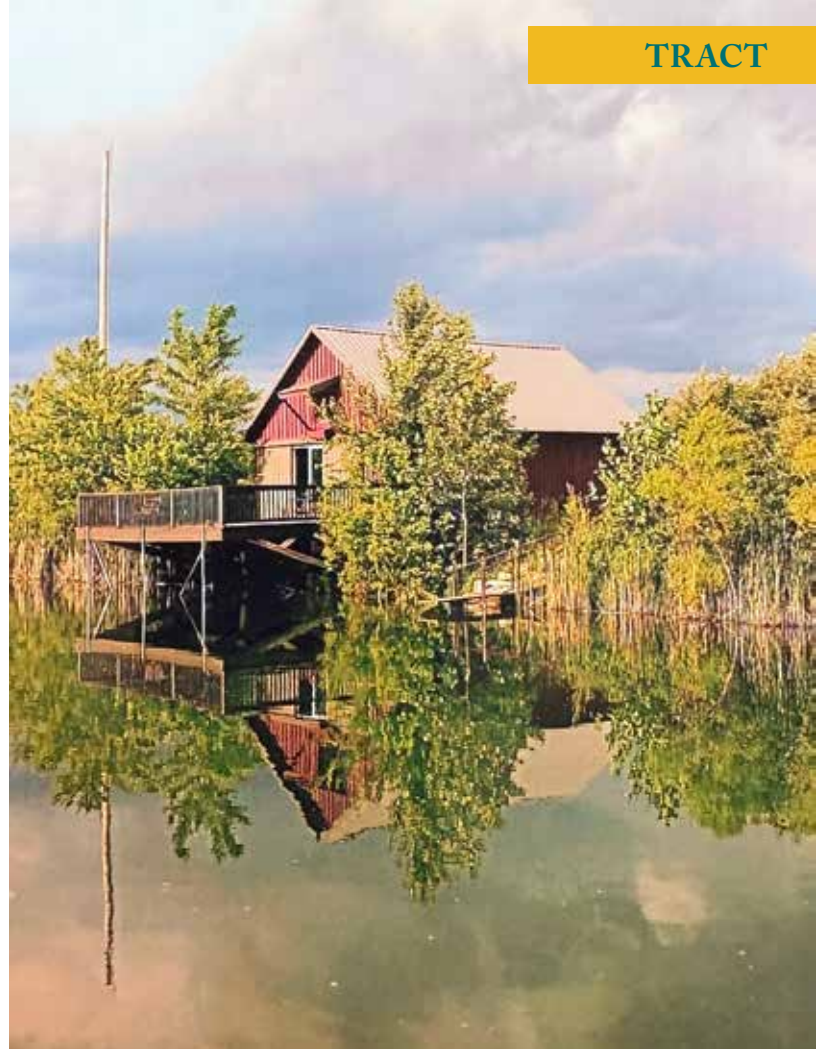


TRACT 5



TRACT 5







*Auction Manager:* **DEAN RETHERFORD**  
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