



Tract 4

Tract 9

Tract 5

**276<sup>±</sup>**  
*Acres*  
 Offered in 9 Tracts

**Milton, IN (FAYETTE COUNTY)**  
 2 miles north of CONNERSVILLE, IN

# INFORMATION BOOKLET


- 2026 Crop rights to Buyer w/ 201± Acres of row crops planted in 2025
  - Premier Deer Hunting Tract w/ River Frontage
  - 58± Acres currently in the Indiana Classified Forest Program
    - Excellent Fertility (Former Dairy Farm)
  - (2) Country Homes with Extensive Livestock Improvements
    - Tracts from 5± Acres to 70± Acres
  - Potential Irrigation Opportunities for Value added Crops
- **ATTENTION: Crop Farmers – HUNTERS – Rural Home Buyers – Livestock Producers**

Eastern Indiana

# Land AUCTION

**FRIDAY, JANUARY 23<sup>RD</sup> @ 11:00 A.M.**

Auction held at the Golay Community Center, 1007 E. Main, Cambridge City, IN 47327

 **ONLINE BIDDING AVAILABLE**

**800-451-2709**  
**SchraderAuction.com**

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

## DISCLAIMER:

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

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

**OWNER: John D. Stevens and Chrystie J. Stevens**

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

*Andrew M. Walther, RB14024625, AU19400167*

*Schrader Real Estate and Auction Company, Inc., AC63001504, CO81291723*



**SCHRADER REAL ESTATE & AUCTION CO., INC.**

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

**260-244-7606 or 800-451-2709**

**SchraderAuction.com**

### **AUCTION TERMS & PROCEDURES:**

**PROCEDURES:** The property will be offered in 9 individual tracts, any combination of tracts, or as a total 276± 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:** Real Estate 10% down payment on the day of the auction with the balance in cash at closing. The down payment may be made in the form of cash; cashier's check, personal check or corporate check. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING**, so be sure you have arranged financing, if needed and are capable of paying cash at closing.

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

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

**DEED:** Sellers shall provide a Warranty Deed.

**CLOSING:** The targeted closing date will be on or before February 25th, 2026. The balance of the

real estate purchase price is due at closing.

**POSSESSION:** Possession at closing on Tracts 1-6, 8 & 9. Possession of the house and buildings on Tract 7 will be conveyed on or before April 1.

**REAL ESTATE TAXES:** Seller to pay 2025 taxes payable 2026 by giving the buyer(s) a credit at closing.

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

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

**FSA INFORMATION:** See Agent.

**EASEMENTS:** Sale of the property is subject to any and all easements on record.

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

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

**DISCLAIMER AND ABSENCE OF WARRANTIES:** All information contained in this brochure and

all related materials are subject to the Terms and Conditions outlined in the Purchase Agreement. The property is being sold on "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the seller or the auction company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, 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 Sellers or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Sellers 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. AUCTION COMPANY OR OWNER NOT RESPONSIBLE FOR ACCIDENTS.**

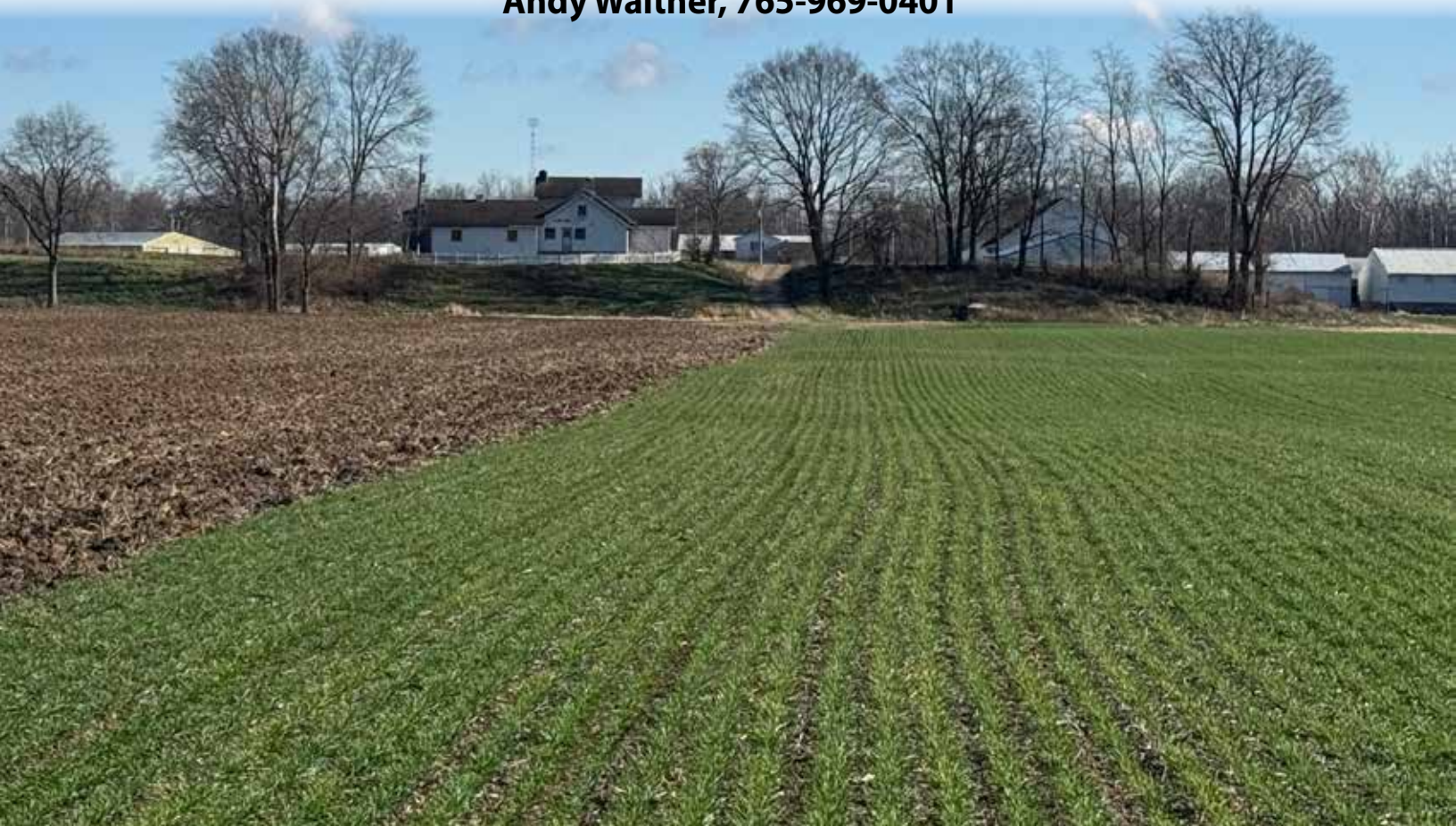
**STOCK PHOTOGRAPHY:**

Deer Photos are for illustrative purposes only and are not of the auction property.

# BOOKLET INDEX

- **BIDDER PRE-REGISTRATION FORM**
- **ONLINE BIDDING REGISTRATION FORM**
- **LOCATION MAP & AERIAL TRACT MAP WITH TRACT DESCRIPTIONS**
- **SOIL INFORMATION**
  - **Soils • Topo Contours • Flood Zone**
- **FSA INFORMATION**
- **CLASSIFIED FOREST & WILDLANDS**
- **PRELIMINARY TITLE**
- **PHOTOS**

**For Information Call Auction Manager:  
Andy Walther, 765-969-0401**



# REGISTRATION FORMS

# **BIDDER PRE-REGISTRATION FORM**

**FRIDAY, JANUARY 23, 2026**

**276± ACRES – FAYETTE 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 Friday, January 16, 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**  
**276± Acres • Fayette County, Indiana**  
**Friday, January 23, 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 Friday, January 23, 2026 at 11:00 AM (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, Friday, January 16, 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.***

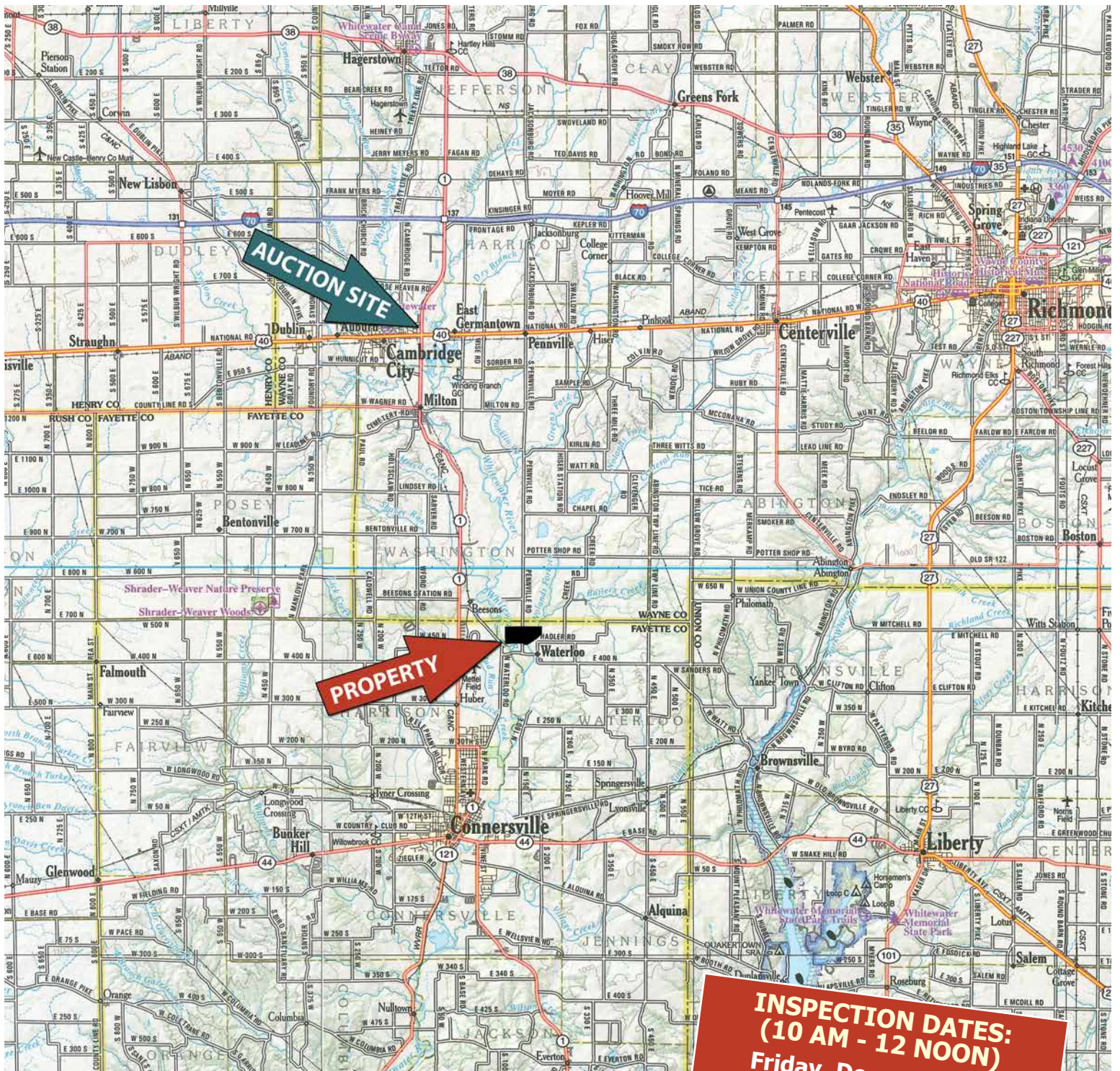
**Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:**

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 & AERIAL TRACT MAP**

# LOCATION MAP



**AUCTION SITE: Golley Community Center, 1007 E. Main, Cambridge City, IN 47327.**

Located at the intersection of US 40 and State Hwy. 1 on the northwest corner.

**PROPERTY LOCATION: 4751 Pennville Rd., MILTON, IN 47357.** From the northeast edge of Connersville, travel east on 30th St. to Waterloo Rd. Take Waterloo 1.5 miles to E. CR 440 North. Then right ¼ mile to Pennville Rd. North on Pennville Rd. to the farm on both sides of the road.

**INSPECTION DATES:  
(10 AM - 12 NOON)**

Friday, December 26<sup>th</sup>

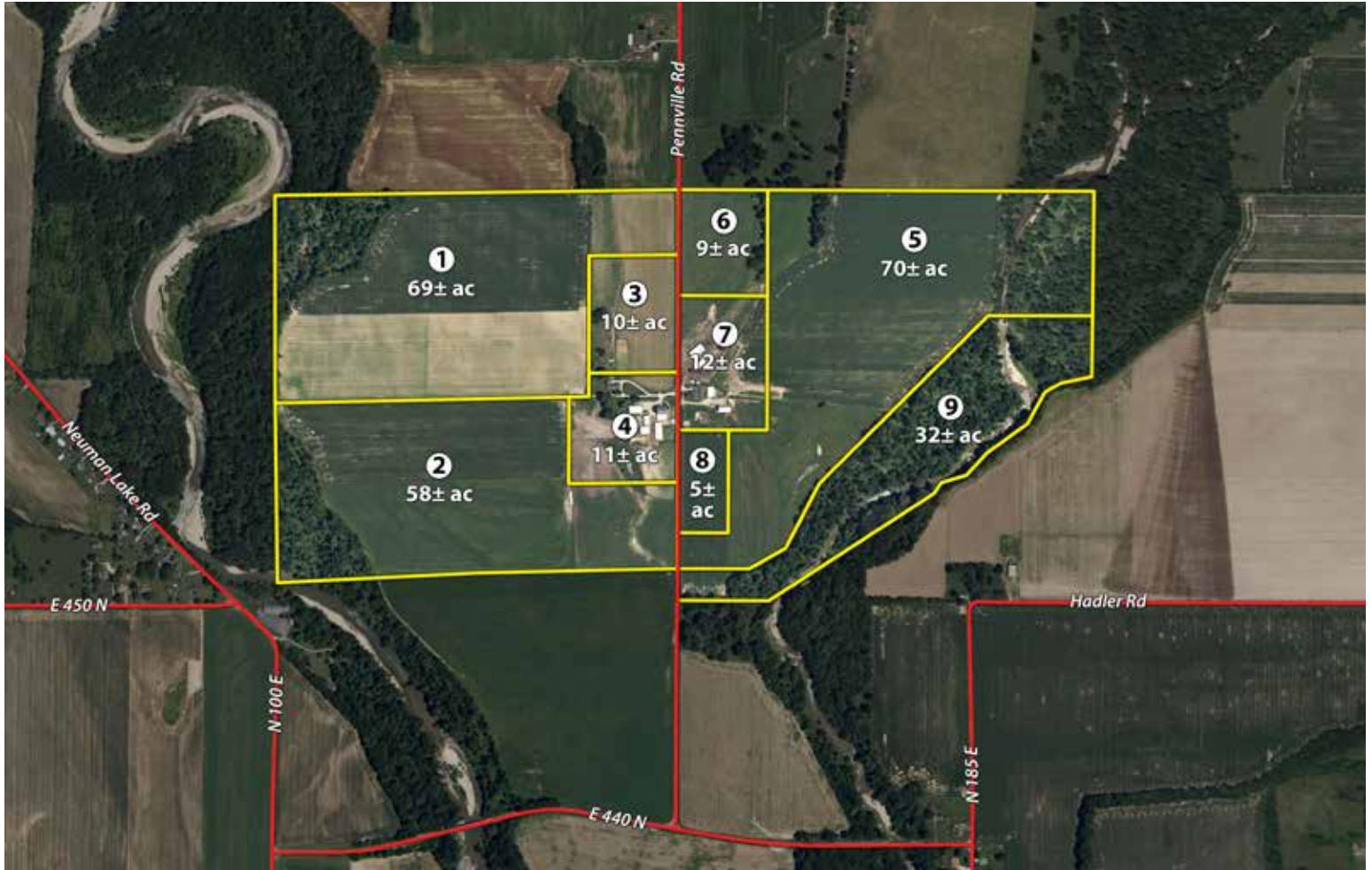
Friday, January 2<sup>nd</sup>

Wednesday, January 7<sup>th</sup>

Wednesday, January 14<sup>th</sup>

Meet Agent at Tract 3

# AERIAL MAP



## TRACT DESCRIPTIONS:

All acreages are approximate. (Secs. 31 & 32, Waterloo Twp)

**TRACT 1: 69± ACRES** with 59± FSA Tillable acres with the balance in Classified Forest. Frontage on Pennville Rd. with a mix of Genesee and Ninevah loam soils. Excellent fertility and impressive production history.

**TRACT 2: 58± ACRES** with 47± FSA Tillable acres with the balance in woods (IN Classified Forest). Frontage on Pennville Rd. with predominantly Genesee river bottom loams. Excellent fertility levels from years of livestock production.

**TRACT 3: 10± ACRES** with a mix of tillable and pastureland. Consider this tract as a potential estate building tract or combining with Tracts 1 or 4.

**TRACT 4: 11± ACRES WITH 2-STORY COUNTRY FARMHOUSE** located at **4751 Pennville Rd., Milton, IN** featuring extensive improvements which include:

- 2,350 sf. Home ready for your remodeling. Impressive concrete driveway.
- (2) 20' x 110' concrete bunker silos
- 45' x 81' x 12' Metal Sided pole barn
- 26' x 105' x 12' Open-sided barn historically used for hay storage

- Metal-sided Bank Barn with milking parlor and extensive improvements
- Extensive investment in concrete / feeding floors / etc.
- COME EXAMINE THE OPPORTUNITY that this tract has to offer!

**TRACT 5: 70± ACRES** with 58± river bottom cropland acres and the balance in Classified Forest.

**TRACT 6.: 9± ACRES** with a mix of crop or pastureland. Potential estate building site with an elevated panoramic view.

**TRACT 7: 12+ ACRE FARMSTEAD (4740 Pennville Rd., Milton, IN)** with a 2 story Farmhouse (2,090 sf) with an attached 2 car garage. Multiple buildings including 42' x 60' x 14' pole barn, a 50' x 90' x 12' pole barn and a 30' Harvestore silo. Additional improvements compliment this tract. Small farmsteads like this are hard to find.

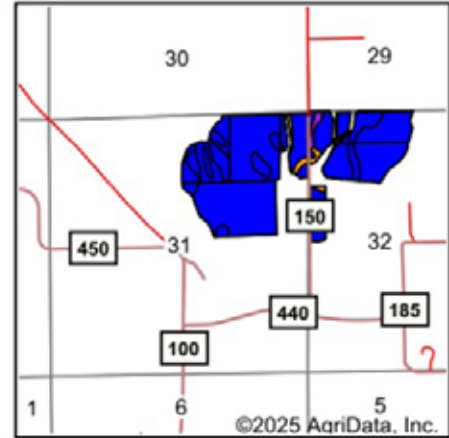
**TRACT 8: 5± ACRES** nearly all cropland acres. Consider combining with Tracts 5, 7 or 9.

**TRACT 9: 32+ ACRES** of river and woodland. Premier hunting and recreational land. 22± acres are currently enrolled in the Indiana Classified Forest program.



# **SOIL INFORMATION**

# SOIL MAP - WHOLE PROPERTY



State: **Indiana**  
 County: **Fayette**  
 Location: **31-15N-13E**  
 Township: **Waterloo**  
 Acres: **170.31**  
 Date: **11/19/2025**



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



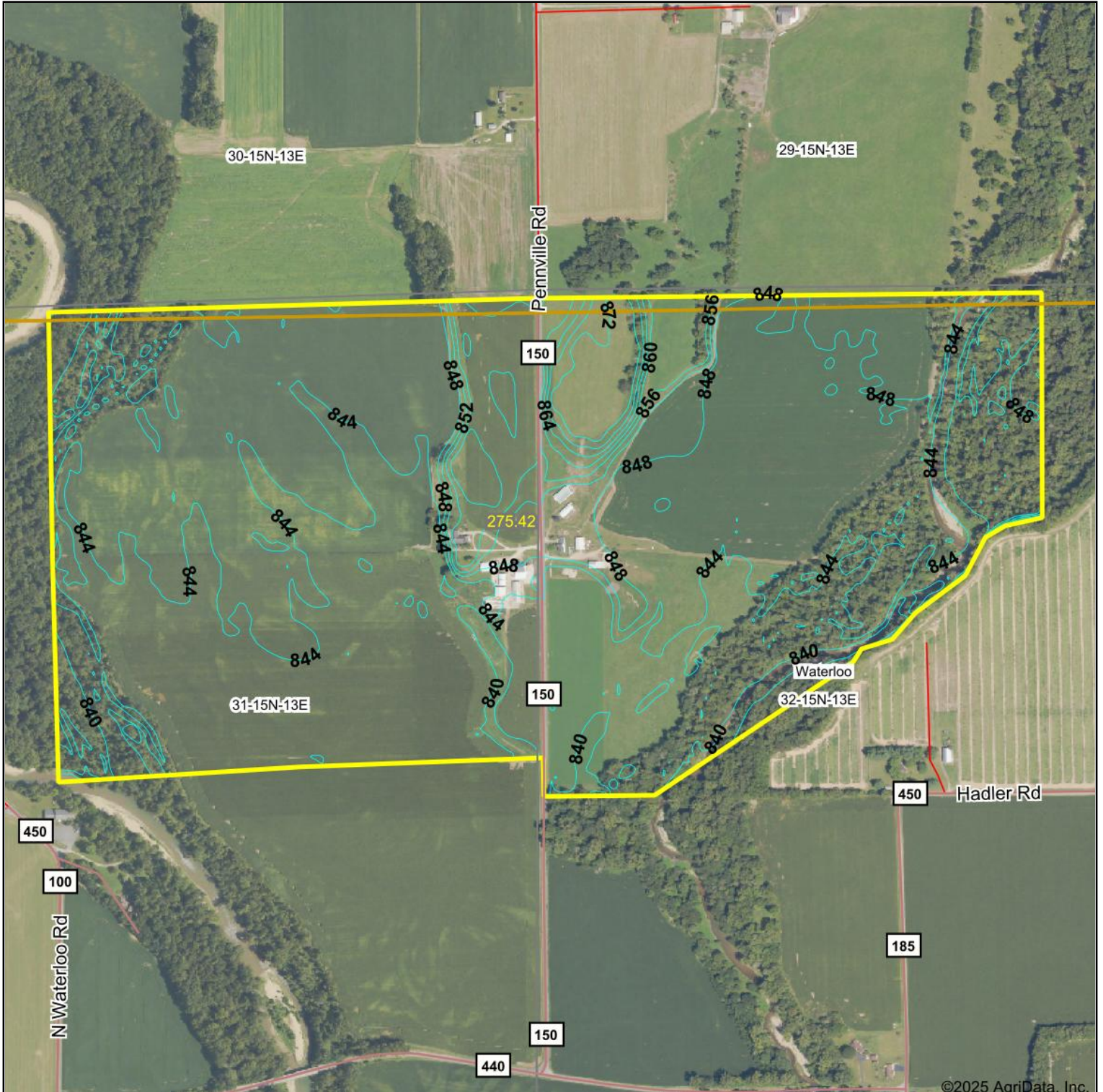
Soils data provided by USDA and NRCS.

©2025 AgriData, Inc.

Area Symbol: IN041, Soil Area Version: 25  
 Area Symbol: IN177, Soil Area Version: 28

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	
Gm	Genesee loam	81.63	47.8%		IIw	116			41	46	
Nn	Nineveh loam	31.95	18.8%		IIs	110		4	7	35	
FmB1	Fox loam, 2 to 6 percent slopes, slightly eroded	26.33	15.5%		IIe	100		3	7	35	
Gg	Genesee gravelly loam	8.52	5.0%		IIw	111				39	
Gs	Genesee silt loam, 0 to 2 percent slopes, frequently flooded, brief duration	7.27	4.3%		IIw	121			1	42	
Ge	Genesee fine sandy loam	4.55	2.7%		IIw	111				39	
FvD3	Fox and Rodman soils, 12 to 18 percent slopes, severely eroded	2.87	1.7%		Ve	48		2	3	17	
FmA	Fox loam, 0 to 2 percent slopes	2.60	1.5%		IIs	106		3	7	37	
FmC2	Fox loam, 6 to 12 percent slopes, moderately eroded	2.57	1.5%		IIe	85		3	6	30	
FrC3	Fox soils, kames, 6 to 12 percent slopes, severely eroded	1.02	0.6%		IVe	80		3	5	28	
St	Stonelick loam, occasionally flooded	0.35	0.2%		IIw	87		3	6	31	
EoA	Eldean loam, 0 to 2 percent slopes	0.32	0.2%		IIs	115		4	7	37	
EoB2	Eldean loam, 2 to 6 percent slopes, eroded	0.19	0.1%		IIe	106		4	6	36	
EoD2	Eldean loam, 12 to 18 percent slopes, eroded	0.14	0.1%		IVe	70		2	5	25	
<b>Weighted Average</b>					<b>2.08</b>	<b>110.1</b>		<b>1.4</b>	<b>2.8</b>	<b>38.1</b>	<b>43.8</b>

# TOPO CONTOURS MAP

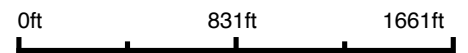


©2025 AgriData, Inc.



© AgriData, Inc. 2025 [www.AgrIDataInc.com](http://www.AgrIDataInc.com)

Source: USGS 10 meter dem  
 Interval(ft): 4.0  
 Min: 832.4  
 Max: 876.1  
 Range: 43.7  
 Average: 846.5  
 Standard Deviation: 6.27 ft

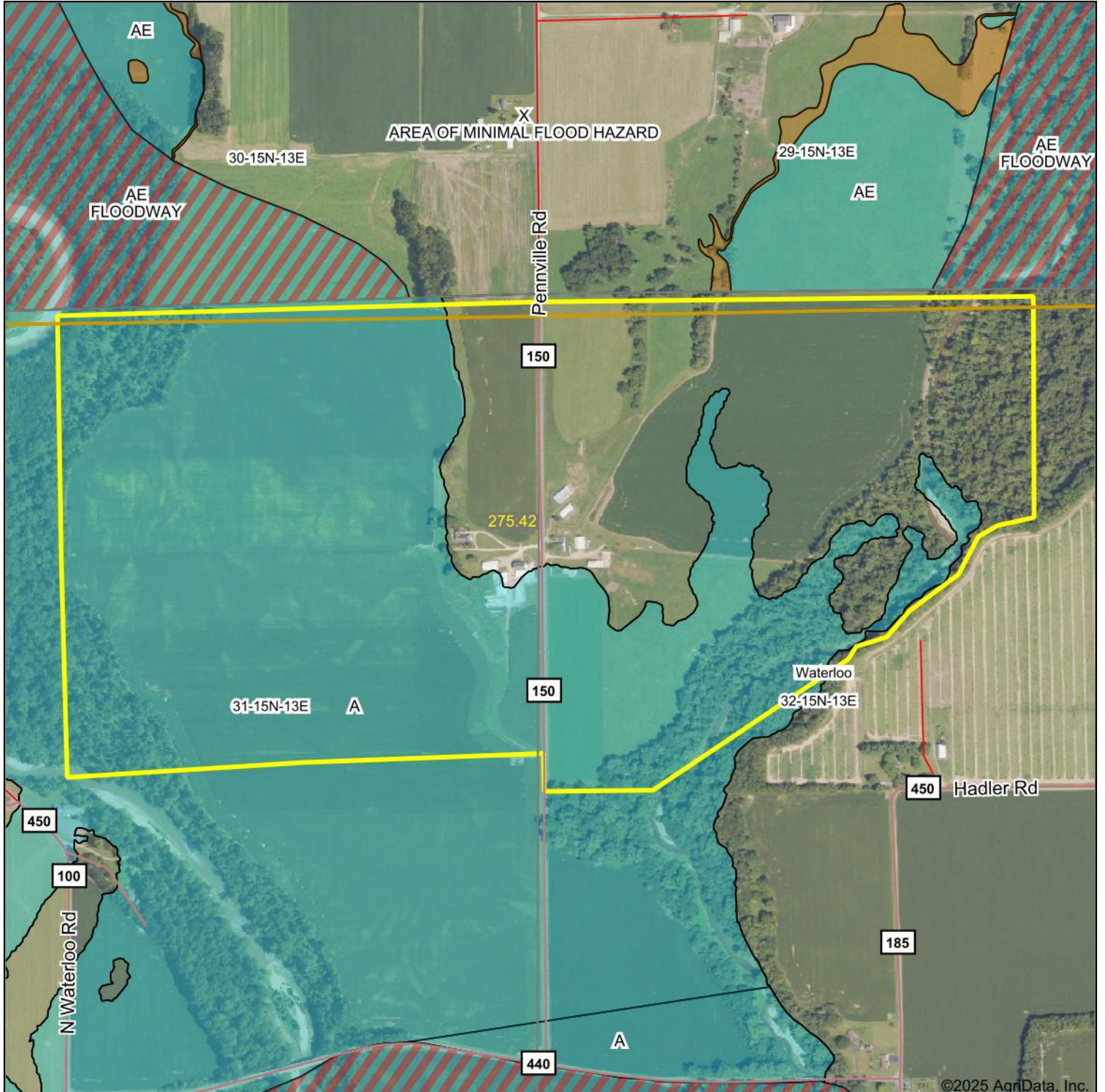


11/19/2025

**32-15N-13E**  
**Fayette County**  
**Indiana**

Boundary Center: 39° 42' 41.57, -85° 6' 34.29

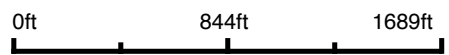
# FLOOD ZONE MAP



©2025 AgriData, Inc.



Map Center: 39° 42' 41.57, -85° 6' 34.29



**32-15N-13E**  
**Fayette County**  
**Indiana**



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

11/19/2025

Flood related information provided by FEMA

# **FSA INFORMATION**

# FSA INFORMATION

INDIANA  
FAYETTE



United States Department of Agriculture  
Farm Service Agency

FARM : 3222

Prepared : 12/16/25 9:17 AM CST

Form: FSA-156EZ

Crop Year : 2026

See Page 3 for non-discriminatory Statements.

## Abbreviated 156 Farm Record

Operator Name : JOHN D STEVENS  
CRP Contract Number(s) : None  
Recon ID : 18-041-2021-14  
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
243.84	195.87	195.87	0.00	0.00	0.00	0.00	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	195.87	0.00		0.00	0.00	0.00	0.00	

### Crop Election Choice

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

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	2.91	0.00	52	
Corn	53.79	0.00	165	
Soybeans	3.34	0.00	40	
<b>TOTAL</b>	<b>60.04</b>	<b>0.00</b>		

### NOTES

--

Tract Number : 924

Description : F1/1A&B T15N R13E S-31  
FSA Physical Location : INDIANA/FAYETTE  
ANSI Physical Location : INDIANA/FAYETTE  
BIA Unit Range Number :  
HEL Status : NHEL: No agricultural commodity planted on undetermined fields  
Wetland Status : Wetland determinations not complete  
WL Violations : None  
Owners : JOHN D STEVENS, CHRYSTIE J. STEVENS  
Other Producers : STEVENS DAIRY  
Recon ID : None

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
99.84	78.03	78.03	0.00	0.00	0.00	0.00	0.0

# FSA INFORMATION

INDIANA  
FAYETTE  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

FARM : 3222  
Prepared : 12/16/25 9:17 AM CST  
Crop Year : 2026

### Tract 924 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	78.03	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	1.09	0.00	52
Corn	20.13	0.00	165
Soybeans	1.25	0.00	40

**TOTAL** **22.47** **0.00**

### NOTES

**Tract Number** : 2833

**Description** :  
**FSA Physical Location** : INDIANA/FAYETTE  
**ANSI Physical Location** : INDIANA/FAYETTE  
**BIA Unit Range Number** :  
**HEL Status** : NHEL: No agricultural commodity planted on undetermined fields  
**Wetland Status** : Wetland determinations not complete  
**WL Violations** : None  
**Owners** : JOHN D STEVENS, CHRYSTIE J. STEVENS  
**Other Producers** : None  
**Recon ID** : 18-041-2021-11

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
144.00	117.84	117.84	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	117.84	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	1.82	0.00	52
Corn	33.66	0.00	165
Soybeans	2.09	0.00	40

**TOTAL** **37.57** **0.00**

### NOTES

# FSA INFORMATION

INDIANA  
FAYETTE  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

FARM : 3222  
Prepared : 12/16/25 9:17 AM CST  
Crop Year : 2026

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

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

*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [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 3222 Tract 924**  
Administered by: Fayette County, Indiana

Map prepared on: 7/25/2025  
99.84 Tract acres  
78.03 Cropland acres  
0 CRP acres

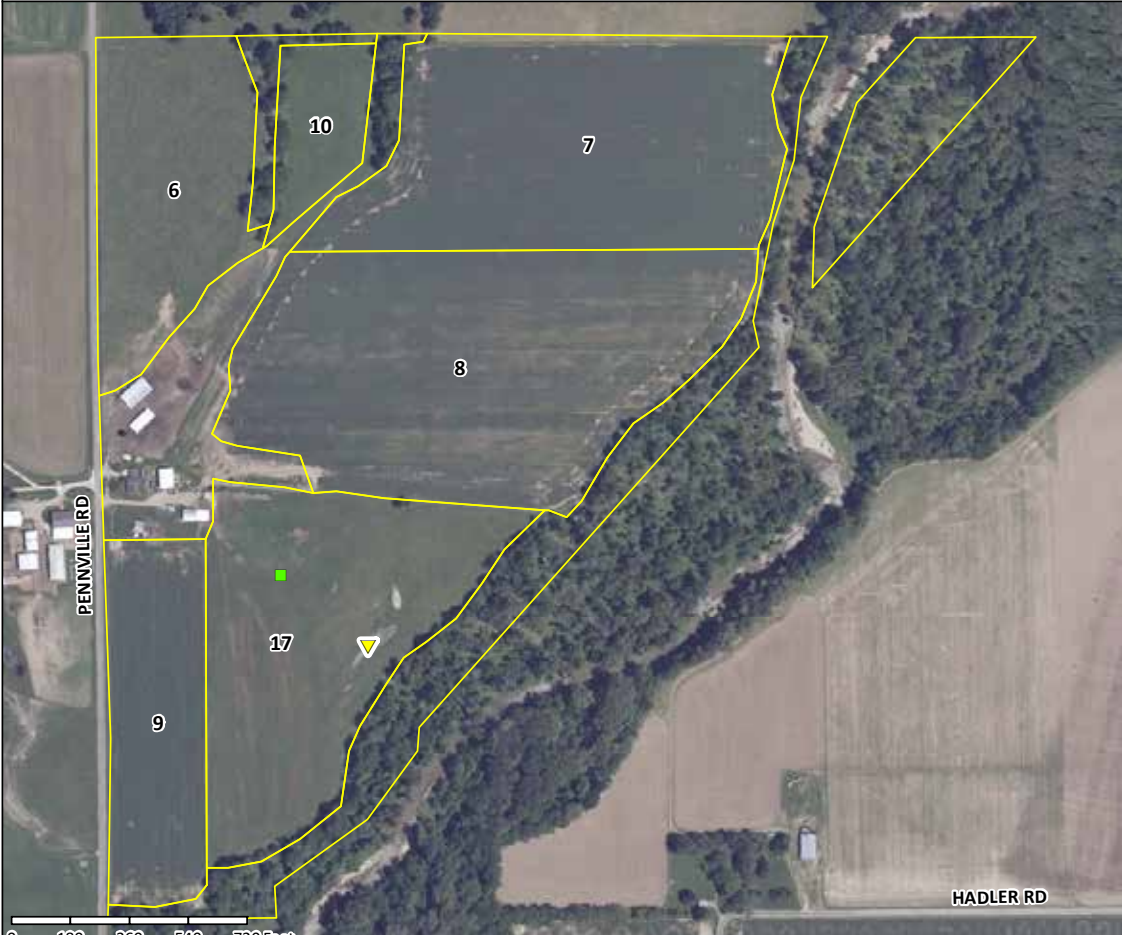
CRP  
CLU

**Wetland Determination Identifiers:**

- Restricted Use
- ▼ Limited Restrictions **Fayette**
- Exempt from Conservation Compliance Provisions



Source: Primarily USDA NAIP 2022 imagery; IDHS or Dynamap roads; FSA data 2025-07-25 08:23:44



CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
6	9.81	N	2					Y
7	18.61	N	2					Y
8	23.05	N	2					Y
9	7.64	N	2					Y
10	3.09	N	2					Y
17	15.83	N	2					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.

# FSA INFORMATION

**USDA Farm 3222 Tract 2833**  
 Administered by: Fayette County, Indiana

Map prepared on: 7/25/2025  
 144 Tract acres  
 117.84 Cropland acres  
 0 CRP acres

CRP  
 CLU

**Wetland Determination Identifiers:**  
 ● Restricted Use  
 ▼ Limited Restrictions **Fayette**  
 ■ Exempt from Conservation Compliance Provisions



Source: Primarily USDA NAIP 2022 imagery; IDHS or Dynamap roads; FSA data 2025-07-25 08:23:44



CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
1	31.8	N	2					Y
3	40.5	N	2					Y
4	21.4	N	2					Y
6	2.03	N	2					Y
7	10.82	N	2					Y
19	11.29	U	2					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.

# **CLASSIFIED FOREST & WILDLANDS**

# CLASSIFIED FOREST & WILDLANDS



Andy Walther <andy@schraderauction.com>

---

## Fayette Co. (Stevens Farm)

---

Waterman, Jayson <jwaterman@dnr.in.gov>  
To: Andy Walther <andy@schraderauction.com>

Tue, Dec 16, 2025 at 12:06 PM

Andy --

Thank you for reaching out about this sale. I saw the signs and was going to ask for the sale notice, but you beat me to it!

The seller is required to disclose that the woods are in the program and what potential issues the buyer(s) might face.

There are two classified tracts, one on the east side of the property and one on the west side. The eastern tract straddles your tracts 5 & 9. The western tract lies in both of your tracts 1 & 2.

There are two potential situations, and they apply to both woodlots:

One buyer gets all of one woods. This is a name change in our records, and no other major issues are at play.

The classified tract(s) are split. In other words, we have different owners of your tracts 1 & 2 and/or tracts 5 & 9. Since the classified tract(s) would now be split under different owners, each must file a revised application to document their part of the original classified tract. A surveyor must draw up a plat & legal description of their part of the original classified tract. This expense is something that the new owner must bear. Note, an on-site stake survey is not needed; the surveyor just overlays the new deed survey and the classified survey and draws it up in the office. Probably will cost a few hundred dollars. A revised application (with the new survey) must then be recorded; the recording fee will be \$25.00. None of this is huge money, but it is a cost that they should know about beforehand.

If anyone wants out of classification, they can do so. Again, we need a surveyor to draw up a plat and legal description of what's being withdrawn (basically the same as above). If they wish to withdraw only a part of the classified area, they can do that (The surveyor would also draw up a plat and legal for what's being retained in classification.) However, they must have a residual of at least 10.0 contiguous acres remaining in classification. If they do not, then all the classified acres must be withdrawn.

When withdrawing from classification, the County Assessor & Auditor calculate the back taxes that will be due. In this case, it would be what normally would have been paid over the previous ten years. Typically, this adds up to roughly \$150/acre for the whole ten years combined. Again, not huge money, but it can add up. The owner at the time of withdrawal is responsible for paying the back taxes.

# CLASSIFIED FOREST & WILDLANDS

I've attached a flyer on the program and a copy of the law for your reference. Feel free to share with prospective buyers.

I hope this helps. Thanks!

Jayson R. Waterman

District Forester

498 NW 18th St.

Richmond, IN 47374

(765) 935-9415

---

**From:** Andy Walther <[andy@schraderauction.com](mailto:andy@schraderauction.com)>  
**Sent:** Tuesday, December 16, 2025 9:56 AM  
**To:** Waterman, Jayson <[jwaterman@dnr.IN.gov](mailto:jwaterman@dnr.IN.gov)>  
**Subject:** Fayette Co. (Stevens Farm)


This is the first time you received an email from this sender ([andy@schraderauction.com](mailto:andy@schraderauction.com)). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.


**EXTERNAL EMAIL:** This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

[Quoted text hidden]

---

## 2 attachments

 **Classified Forest & Wildlands Act IC 6-1.1- 6 2024 Revision.pdf**  
75K

 **Classified Forest & Wildlands Brochure.pdf**  
147K

# CLASSIFIED FOREST & WILDLANDS

Indiana Department of Natural Resources  
Division of Forestry

---



## THE CLASSIFIED FOREST AND WILDLANDS PROGRAM

A Classified Forest and Wildlands tract is an area of at least 10.0 contiguous acres of forest or non-forest wildlife habitat where the landowner has agreed (by application) to be a good steward of the land and its natural resources. In return, the State of Indiana agrees to see that the assessed value of the land is significantly reduced and taxed on that preferential assessment. The land is managed for timber production, wildlife habitat, and the protection of watersheds, while conserving other natural resources and values.

Eligible lands may be either native forests containing at least 40 square feet of basal area per acre or at least 1,000 timber-producing trees (any size) per acre. Tree plantations with at least 400 well-established timber-producing trees are also eligible to be classified. Wildlands can include natural or planted grasslands, wetlands, native woody vegetation, or areas of open water averaging less than 4 feet in depth or less than 2 acres in size.

Certain activities cannot take place on Classified Forest and Wildlands:

- Grazing by domestic livestock
- Building of houses, sheds, etc.
- Intentional burning unless prescribed under a written management plan
- Growing Christmas trees

Other activities are allowed and are encouraged when appropriate to meet the landowner's goals and objectives for the land. These activities, however, must not be conducted in a manner detrimental to the health and productivity of the property or its watershed. Allowed activities include:

- Wildlife management
- Maintenance of access roads and trails
- Timber harvesting
- Firewood cutting
- Horseback riding
- Hiking
- Hunting

### PRIMARY BENEFITS TO THE CLASSIFIED LAND OWNER

- Reduced property taxes
- Regular inspection by a professional forester
- Annual newsletter and forest and wildlife management literature
- Timber harvested recognized as *“Green Certified”*

# CLASSIFIED FOREST & WILDLANDS

## HOW TO ENTER THE PROGRAM

Contact your district forester to let him/her know you are interested in putting your land into Classification. An initial inspection of your property will be done to determine whether it meets the eligibility requirements. A written management plan, which may be prepared by the district forester or by a wildlife biologist or professional forester, is required prior to application. This plan puts into writing a description of the land, your goals for the land, and prescribes how to reach those goals over the next 5-10 years. This plan is flexible, and may change as your objectives change and/or the property develops over time. The prescription(s) will always take into account the health and productivity of the property as activities are done to reach your goals.

The actual Classified Forest and Wildlands application must be taken to a registered land surveyor, who will write an exact description of the area being classified. This can usually be done by providing an aerial photograph and a copy of your deed to the surveyor. An 'on-the-ground' survey is not required. The cost may vary according to the complexity of the survey and the surveyor. You will also need to sign the application. The county assessor must also sign the application, along with the State Forester. Once these signatures have been completed, the document must be recorded in the county courthouse where the land is located.

## REINSPECTIONS

At least once every seven years, the District Forester or a representative will be out to look over your classified property (at no cost). You are encouraged to go along on these reinspections to ask questions of the forester and to discuss your goals for the classified land. The forester will look at the area to see how it is progressing, to be sure there are no violations occurring, and to help you update your management plan. A written report will be provided to you after the reinspection. You are also required to fill out and return an annual report that is used by the District Forester to keep up-to-date records of your classified land.

## POSTING YOUR LAND

The District Forester will provide signs to you (at no cost) which you must post around your classified property. The signs clearly state that the area is private property and a Classified Forest and Wildlands property. By placing your woodlands in the program, you are not giving up your private property rights, or surrendering control of who accesses your property. The Classified Forest and Wildlands designation does not open your land to public hunting.

## SELLING OR TRANSFERRING THE LAND

Whenever the classified land is transferred to a new owner, the classified status remains intact. The same benefits and responsibilities are transferred to the new owner. If the new owner does not wish to participate in the program, they may withdraw the land from the program. You must notify the District Forester when the land changes hands. If the land is withdrawn from classification (voluntarily or involuntarily), the back taxes (up to 10 years), plus a 10% per year interest penalty, must be paid to the county. If not, it is considered a lien against the property and it is treated in the same manner that delinquent taxes on real property are treated. Properties that are entered in the Classified Forest and Wildlands program after June 30, 2006 are subject to an additional withdrawal penalty of \$100 per withdrawal and \$50 per acre withdrawn. Classified properties that are divided into 2 or more separate tracts must maintain at least 10.0 acres of eligible land in each tract to remain classified. In addition a revised application describing the new tract boundaries must be filed with the district forester.

# CLASSIFIED FOREST & WILDLANDS

## IC 6-1.1-6 Chapter 6. Assessment of Certain Forest Lands

<a href="#">6-1.1-6-0.5</a>	"Geo-referenced"
<a href="#">6-1.1-6-1</a>	Classification
<a href="#">6-1.1-6-2</a>	Forest plantations
<a href="#">6-1.1-6-2.5</a>	Wildlands
<a href="#">6-1.1-6-3</a>	Native forest land
<a href="#">6-1.1-6-3.5</a>	Restrictions on use of classified land
<a href="#">6-1.1-6-4</a>	Nontimber producing trees
<a href="#">6-1.1-6-5</a>	Size restrictions of classified land parcel
<a href="#">6-1.1-6-5.3</a>	Classification of a parcel containing wetlands as wildlands
<a href="#">6-1.1-6-5.5</a>	Revised application with state forester
<a href="#">6-1.1-6-6</a>	Classification not permitted if building is on parcel
<a href="#">6-1.1-6-7</a>	Classification not permitted if grazing on parcel
<a href="#">6-1.1-6-8</a>	Repealed
<a href="#">6-1.1-6-9</a>	Parcel description
<a href="#">6-1.1-6-10</a>	Repealed
<a href="#">6-1.1-6-11</a>	Applications for classification; signatures
<a href="#">6-1.1-6-12</a>	Approval of applications
<a href="#">6-1.1-6-13</a>	Recording approved application
<a href="#">6-1.1-6-14</a>	Rate of assessment; adjustment
<a href="#">6-1.1-6-15</a>	Minerals on land; assessment
<a href="#">6-1.1-6-16</a>	Timber and wildlife management standards
<a href="#">6-1.1-6-17</a>	Special permits
<a href="#">6-1.1-6-18</a>	Signs; posting on land
<a href="#">6-1.1-6-19</a>	Inspection of land; records; use of geographic information system
<a href="#">6-1.1-6-20</a>	Withdrawal of land from classification; revised application for remaining eligible land
<a href="#">6-1.1-6-21</a>	Withdrawal from classification by state; assessment of land
<a href="#">6-1.1-6-22</a>	Repealed
<a href="#">6-1.1-6-23</a>	Withdrawal of classification; notice to county official
<a href="#">6-1.1-6-24</a>	Tax payments and penalties upon withdrawal; lien on land; distribution of revenue
<a href="#">6-1.1-6-25</a>	Effect of conveyance on classification; new application for divided land; disclosure to purchaser
<a href="#">6-1.1-6-26</a>	Plat and recording expenses
<a href="#">6-1.1-6-27</a>	Landowner's report

### IC 6-1.1-6-0.5 "Geo-referenced"

Sec. 0.5. As used in this chapter, "geo-referenced" means a photo with a minimum horizontal accuracy of plus or minus six (6) meters at one (1) meter resolution.

*As added by P.L.219-2014, SEC.1.*

### IC 6-1.1-6-1 Classification

Sec. 1. For the purpose of property taxation, forest land and other land may be classified and assessed under this chapter if the land satisfies the conditions prescribed in this chapter for classification as native forest land, a forest plantation, or wildlands.

[Pre-1975 Property Tax Recodification Citation: 6-8-2-1 part.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.66-2006, SEC.1.*

### IC 6-1.1-6-2 Forest plantations

Sec. 2. (a) Land may be classified as a forest plantation if it is cleared land which has growing on it a good stand of timber producing trees as that concept is understood by a district forester or a professional forester.

(b) A new forest plantation must have at least four hundred (400) timber producing trees per acre. The trees may be any size but must be well established.

[Pre-1975 Property Tax Recodification Citations: 6-8-2-1 part; 6-8-2-2 part.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.186-2003, SEC.1; P.L.66-2006, SEC.2.*

### IC 6-1.1-6-2.5 Wildlands

Sec. 2.5. Land may be classified as wildlands if it contains one (1) or more of the following:

- (1) Grasslands that are dominated by native grasses or intermixed with other native herbaceous vegetation.
- (2) Wetlands that support a prevalence of native vegetation adapted for saturated conditions.
- (3) Early forest successional stands that are dominated by native herbaceous and woody vegetation that will develop into native forest land.

# CLASSIFIED FOREST & WILDLANDS

(4) Other lands the department determines is capable of supporting wildlife and conducive to wildlife management.

(5) A body of water.

*As added by P.L.66-2006, SEC.3.*

## **IC 6-1.1-6-3 Native forest land**

Sec. 3. Land may be classified as native forest land if it contains at least forty (40) square feet of basal area per acre or at least one thousand (1,000) timber producing trees, of any size, per acre.

[Pre-1975 Property Tax Recodification Citations: 6-8-2-1 part; 6-8-2-2 part.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.186-2003, SEC.2; P.L.66-2006, SEC.4.*

## **IC 6-1.1-6-3.5 Restrictions on use of classified land**

Sec. 3.5. (a) Areas eligible within a parcel of land may contain any of the following:

(1) Nonforest areas containing a good stand of vegetation capable of supporting wildlife that is conducive to wildlife management. A good stand of vegetation must include a diverse stand of vegetation other than monotypic stands or nonnative invasive species, including tall fescue (*Festuca arundinacea*) and other species designated by the state forester. However, the state forester may allow tall fescue to be used for erosion control.

(2) A body of water that:

(A) is less than two (2) acres in size; or

(B) has an average depth less than four (4) feet.

A parcel may contain more than one (1) isolated body of water.

(b) A parcel may not be converted from native forest land or a forest plantation to a non-forest area without a special permit issued under section 17 of this chapter.

(c) Except for crops cultivated solely for wildlife food or cover, a person may not cultivate nontimber agricultural crops on land classified as wildlands.

(d) A person may not:

(1) fill or drain; or

(2) remove native vegetation or trees from;

a wetland classified as wildlands.

*As added by P.L.186-2003, SEC.3. Amended by P.L.66-2006, SEC.5; P.L.33-2024, SEC.1.*

## **IC 6-1.1-6-4 Nontimber producing trees**

Sec. 4. For purposes of this chapter, the following types of trees are not considered timber producing trees: dogwoods (*Cornus*); water-beech (*Carpinus*); ironwood (*Ostrya*); red bud (*Cercis*); pawpaw; black haw; pomaceous trees; Christmas trees which are grown for commercial purposes; and other trees listed by the state forester.

[Pre-1975 Property Tax Recodification Citation: 6-8-2-2 part.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.186-2003, SEC.4.*

## **IC 6-1.1-6-5 Size restrictions of classified land parcel**

Sec. 5. Except as provided in section 5.3 of this chapter, a parcel of land may not be classified as native forest land, a forest plantation, or wildlands unless it contains at least ten (10) contiguous acres. The parcel may be of any shape but must be at least fifty (50) feet in width.

[Pre-1975 Property Tax Recodification Citation: 6-8-2-8.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.186-2003, SEC.5; P.L.66-2006, SEC.6; P.L.33-2024, SEC.2.*

## **IC 6-1.1-6-5.3 Classification of a parcel containing wetlands as wildlands**

Sec. 5.3. A parcel of land may be classified as wildlands if the parcel:

(1) is at least one-half (1/2) of an acre in size;

(2) contains wetlands, as delineated by a person certified in wetland delineation; and

(3) otherwise meets the requirements for classification as wildlands under this chapter.

*As added by P.L.33-2024, SEC.3.*

# CLASSIFIED FOREST & WILDLANDS

## IC 6-1.1-6-5.5 Revised application with state forester

Sec. 5.5. (a) A landowner may file a revised application with the state forester under section 11 of this chapter to have classified as native forest land, a forest plantation, or wildlands a parcel of land that:

- (1) consists of at least one (1) acre;
- (2) meets the requirements of section 3 of this chapter; and
- (3) is contiguous to a parcel of land owned by the landowner that is already classified as native forest land, a forest plantation, or wildlands.

(b) A parcel of land described in subsection (a) must be described and platted under section 9 of this chapter. The description and plat under this subsection must be combined with the plat of the existing classified lands.

(c) The revised plat and application prepared under this section:

- (1) replace the prior application and plat; and
- (2) assume the effective date of the original application for purposes of section 24 of this chapter.

*As added by P.L.186-2003, SEC.6. Amended by P.L.66-2006, SEC.7.*

## IC 6-1.1-6-6 Classification not permitted if building is on parcel

Sec. 6. A parcel of land may not be classified as native forest land, a forest plantation, or wildlands if a dwelling or other building is situated on the parcel.

[Pre-1975 Property Tax Recodification Citation: 6-8-2-9.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.186-2003, SEC.7; P.L.66-2006, SEC.8.*

## IC 6-1.1-6-7 Classification not permitted if grazing on parcel

Sec. 7. A parcel of land may not be classified as native forest land, a forest plantation, or wildlands if it is grazed by domestic animals or confined nondomesticated animals.

[Pre-1975 Property Tax Recodification Citation: 6-8-2-11.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by Acts 1977, P.L.2, SEC.9; P.L.186-2003, SEC.8; P.L.66-2006, SEC.9.*

## IC 6-1.1-6-8 Repealed

[Pre-1975 Property Tax Recodification Citation: 6-8-2-2 part.]

*Formerly: Acts 1975, P.L.47, SEC.1. Repealed by P.L.186-2003, SEC.81.*

## IC 6-1.1-6-9 Parcel description

Sec. 9. (a) Except as provided in subsections (b) and (c), a person who:

- (1) wishes to have a parcel of land classified as native forest land, a forest plantation, or wildlands; or
- (2) submits a revised application due to:
  - (A) the partial withdrawal of existing classified land;
  - (B) division of the parcel related to a conveyance; or
  - (C) the combination of contiguous lands;

must have the parcel described by a professional surveyor. The parcel must be described by metes and bounds or other professionally accepted practices and must locate the parcel with reference to an established corner. In addition, the description must identify the parcel by section, township, range, and county references. The professional surveyor shall prepare plats of the parcel in ink, and the professional surveyor shall prepare the plats on the scale, and in the number, prescribed by the department of natural resources.

(b) The professional surveyor may use a geo-referenced aerial photograph in order to prepare a description of the parcel. However, the professional surveyor's description must be accurate, and it must meet the requirements specified in subsection (a). If a geo-referenced aerial photograph is used, that fact shall be noted on the application referred to in section 11 of this chapter.

(c) The natural resources commission may adopt rules to allow other means of depicting and identifying parcels classified as native forest land, forest plantation, or wildlands under this section provided that the means do not result in a real property description of the parcel.

[Pre-1975 Property Tax Recodification Citation: 6-8-2-5 part.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.186-2003, SEC.9; P.L.66-2006, SEC.10; P.L.57-2013, SEC.3; P.L.219-2014, SEC.2.*

# CLASSIFIED FOREST & WILDLANDS

## **IC 6-1.1-6-10 Repealed**

[Pre-1975 Property Tax Recodification Citations: 6-8-2-5 part; 6-8-2-6 part.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.186-2003, SEC.10. Repealed by P.L.66-2006, SEC.30.*

## **IC 6-1.1-6-11 Applications for classification; signatures**

Sec. 11. A person who wishes to have a parcel of land classified as native forest land, a forest plantation, or wildlands must file an application in duplicate with the state forester on the forms prescribed by the state forester. The application must include the signature of the owner, the professional surveyor or other person described in rules adopted under section 9(c) of this chapter, the state forester, and the county assessor.

[Pre-1975 Property Tax Recodification Citations: 6-8-2-5 part; 6-8-2-6 part.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.53-1997, SEC.1; P.L.186-2003, SEC.11; P.L.66-2006, SEC.12; P.L.57-2013, SEC.4.*

## **IC 6-1.1-6-12 Approval of applications**

Sec. 12. If in the state forester's opinion an application filed under section 11 of this chapter and the land to be classified comply with the provisions of this chapter, the state forester shall approve the application. In addition, the state forester shall notify the assessor of the county in which the land is located that the application has been approved and return one (1) approved application form to the applicant.

[Pre-1975 Property Tax Recodification Citations: 6-8-2-2 part; 6-8-2-5 part.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.186-2003, SEC.12; P.L.111-2016, SEC.2.*

## **IC 6-1.1-6-13 Recording approved application**

Sec. 13. If an application filed under section 11 of this chapter is approved, the applicant shall record the approved application in the applicant's name. However, if the applicant is a partnership, corporation, limited liability company, or association, the applicant shall record the approved application in the name of the partnership, corporation, limited liability company, or association. When an approved application is properly recorded, the county assessor shall enter the land for taxation at an assessed value determined under section 14 of this chapter.

[Pre-1975 Property Tax Recodification Citation: 6-8-2-5 part.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.8-1993, SEC.75; P.L.66-2006, SEC.13; P.L.111-2016, SEC.3.*

## **IC 6-1.1-6-14 Rate of assessment; adjustment**

Sec. 14. Land which is classified under this chapter as native forest land, a forest plantation, or wildlands shall be assessed as follows:

(1) At thirteen dollars and twenty-nine cents (\$13.29) per acre for general property taxation purposes, for the January 1, 2017, assessment date.

(2) At the amount per acre determined in the following STEPS for general property taxation purposes, for an assessment date after January 1, 2017:

STEP ONE: Determine the amount per acre under this section for the immediately preceding assessment date.

STEP TWO: Multiply the STEP ONE amount by the result of:

(A) one (1); plus

(B) the annual percentage change in the Consumer Price Index for All Urban Consumers published by the federal Bureau of Labor Statistics for the calendar year preceding the calendar year before the assessment date.

[Pre-1975 Property Tax Recodification Citation: 6-8-2-4.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.186-2003, SEC.13; P.L.66-2006, SEC.14; P.L.180-2016, SEC.5.*

## **IC 6-1.1-6-15 Minerals on land; assessment**

Sec. 15. If any oil, gas, stone, coal, or other mineral is obtained from land which is classified as native forest land, a forest plantation, or wildlands, the parcel shall immediately be assessed for the oil, gas, stone, coal, or other mineral wealth. The assessed value of the mineral wealth shall then be placed on the tax duplicate.

[Pre-1975 Property Tax Recodification Citation: 6-8-2-14.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.66-2006, SEC.15.*

# CLASSIFIED FOREST & WILDLANDS

## **IC 6-1.1-6-16 Timber and wildlife management standards**

Sec. 16. (a) The natural resources commission shall, by rule, establish minimum standards of good timber and wildlife management.

(b) The department of natural resources shall prescribe a management plan for each classified parcel.

(c) The management plan must be followed for the owner to be in compliance with this chapter.

[Pre-1975 Property Tax Recodification Citation: 6-8-2-10.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.28-1990, SEC.3; P.L.186-2003, SEC.14; P.L.66-2006, SEC.16.*

## **IC 6-1.1-6-17 Special permits**

Sec. 17. The state forester may issue special permits for other purposes if the land use authorized by the permit is not inconsistent with this chapter. The maximum amount of land to be utilized in the manner authorized by a special permit may not exceed the lesser of the following:

(1) Ten percent (10%) of the total acreage.

(2) Five (5) acres.

[Pre-1975 Property Tax Recodification Citation: 6-8-2-15.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.186-2003, SEC.15.*

## **IC 6-1.1-6-18 Signs; posting on land**

Sec. 18. (a) Except as provided in subsection (b), the owner of a parcel of land which is classified as native forest land, a forest plantation, or wildlands shall post four (4) signs on the parcel. The owner shall place the signs on the boundaries of, and on different sides of, the parcel at the points which are the most conspicuous to the public or at the property corners. The department of natural resources shall furnish the signs and shall designate the size and the wording of the signs.

(b) The owner of a parcel of land which:

(1) contains wetlands and is classified as wildlands under this chapter; and

(2) is less than one (1) acre in size;

shall post two (2) signs on the parcel. The owner shall place the signs on different sides of the parcel at the points which are the most conspicuous to the public or at the property corners. The department of natural resources shall furnish the signs and shall designate the size and the wording of the signs.

[Pre-1975 Property Tax Recodification Citation: 6-8-2-13.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.186-2003, SEC.16; P.L.66-2006, SEC.17; P.L.33-2024, SEC.4.*

## **IC 6-1.1-6-19 Inspection of land; records; use of geographic information system**

Sec. 19. At least once every seven (7) years the state forester, or the state forester's deputy, shall inspect each parcel of land which is classified as native forest land, a forest plantation, or wildlands. On each inspection trip the state forester, or the state forester's deputy, shall, if possible, have the owner go over the parcel with the state forester and shall point out to the owner any needed improvement. If the landowner chooses not to accompany the state forester in person, the state forester may use a geographic information system (GIS) or other remote sensing technology to conduct the inspection. In addition, the state forester shall give the owner a written report of the inspection and the state forester's recommendations. A permanent record of each inspection shall be maintained in the office of the state forester.

[Pre-1975 Property Tax Recodification Citation: 6-8-2-16.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.186-2003, SEC.17; P.L.66-2006, SEC.18; P.L.151-2012, SEC.5; P.L.155-2015, SEC.4.*

## **IC 6-1.1-6-20 Withdrawal of land from classification; revised application for remaining eligible land**

Sec. 20. (a) If the owner of land which is classified as native forest land, a forest plantation, or wildlands wishes to have the land withdrawn from the classification, the owner shall have the county assessor of the county in which the land is situated assess the land. The county auditor shall determine the taxes that are required under section 24 of this chapter. The owner shall then file a withdrawal request in duplicate with the state forester on forms prescribed by the state forester. The state forester shall withdraw the land from the classification on receipt of the withdrawal forms.

# CLASSIFIED FOREST & WILDLANDS

(b) If the owner of land that is classified as native forest land, a forest plantation, or wildlands wishes to have a part of the classified land removed, in addition to the requirements under subsection (a), the owner shall submit a revised application for the remaining eligible land. The revised application assumes the effective date of the original application.

[Pre-1975 Property Tax Recodification Citation: 6-8-2-17 part.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.186-2003, SEC.18; P.L.66-2006, SEC.19.*

## **IC 6-1.1-6-21 Withdrawal from classification by state; assessment of land**

Sec. 21. (a) The state forester shall withdraw land which is classified as native forest land, a forest plantation, or wildlands from the classification if the state forester finds that the provisions of this chapter are not being complied with and that the owner of the land refuses to make the changes necessary for compliance.

(b) If the state forester withdraws land under this section, the state forester shall have the county assessor of the county in which the land is situated assess the land. The county auditor shall determine the taxes that are required under section 24 of this chapter. In addition, the state forester shall immediately notify the owner that the land has been withdrawn.

[Pre-1975 Property Tax Recodification Citations: 6-8-2-17 part; 6-8-2-19 part.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.186-2003, SEC.19; P.L.66-2006, SEC.20.*

## **IC 6-1.1-6-22 Repealed**

[Pre-1975 Property Tax Recodification Citation: 6-8-2-17 part.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.186-2003, SEC.20. Repealed by P.L.66-2006, SEC.30.*

## **IC 6-1.1-6-23 Withdrawal of classification; notice to county official**

Sec. 23. If land classified as native forest land, a forest plantation, or wildlands is withdrawn from the classification, the state forester shall immediately notify the assessor of the county in which the land is situated that the land has been withdrawn. In addition, when land is withdrawn, the owner of the land shall make a notation of the withdrawal in the records of the county recorder on forms provided by the state forester.

[Pre-1975 Property Tax Recodification Citation: 6-8-2-17 part.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.186-2003, SEC.21; P.L.66-2006, SEC.21; P.L.111-2016, SEC.4.*

## **IC 6-1.1-6-24 Tax payments and penalties upon withdrawal; lien on land; distribution of revenue**

Sec. 24. (a) If land that is classified as native forest land, a forest plantation, or wildlands is withdrawn from the classification, the owner shall pay an amount equal to the sum of the following:

- (1) The total property taxes that, if it were not for the classification, would have been assessed on the land during the period of classification or the ten (10) year period immediately preceding the date on which the land is withdrawn from the classification, whichever is lesser.
- (2) Interest on the property taxes at the rate of ten percent (10%) simple interest per year.
- (3) For land that was originally classified after June, 30, 2006, a penalty amount of one hundred dollars (\$100) per withdrawal plus fifty dollars (\$50) per acre, unless an amount is established by rule by the natural resources commission. However, the natural resources commission may not increase the penalty amount more than once every five (5) years.

(b) The liability imposed by this section is a lien upon the land withdrawn from the classification. When the county collects the amount, the funds shall be distributed as follows:

- (1) Seventy-five percent (75%) of the penalty under subsection (a)(3) shall be transferred by the county auditor to the treasurer of state who shall deposit the amount in the forest restoration fund ([IC 14-12-1-11.1](#)).
- (2) Twenty-five percent (25%) of the penalty under subsection (a)(3) plus the taxes and interest collected under subsection (a)(1) and (a)(2) shall be deposited by the county auditor into the county general fund.

If the amount is not paid, it shall be treated in the same manner the delinquent taxes on real property are treated.

(c) The county auditor shall determine the tax owed under subsection (a).

[Pre-1975 Property Tax Recodification Citations: 6-8-2-18; 6-8-2-19 part.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.28-1990, SEC.4; P.L.1-1993, SEC.28; P.L.186-2003, SEC.22; P.L.66-2006, SEC.22.*

# CLASSIFIED FOREST & WILDLANDS

## **IC 6-1.1-6-25 Effect of conveyance on classification; new application for divided land; disclosure to purchaser**

Sec. 25. (a) A conveyance of land which is classified as native forest land, a forest plantation, or wildlands does not release any person acquiring an interest in the land from any obligation or liability imposed under this chapter.

(b) If land that is classified as native forest land, a forest plantation, or wildlands is conveyed in a manner that divides the classified land into two (2) or more parcels, the owner shall file a new application for each parcel. The new application does not affect the original date of the classification.

(c) If the owner of land that is classified as native forest land, a forest plantation, or wildlands decides to sell or convey the classified land, the owner must disclose in writing the following information to the potential purchaser:

(1) That the land is enrolled in the classified land program.

(2) Any potential violations, tax liabilities, and penalties under this chapter.

[Pre-1975 Property Tax Recodification Citation: 6-8-2-12.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.66-2006, SEC.23.*

## **IC 6-1.1-6-26 Plat and recording expenses**

Sec. 26. The expense of the surveyor's plat required by section 9 of this chapter shall be paid by the applicant. The expense of a recording shall be paid by the applicant.

[Pre-1975 Property Tax Recodification Citation: 6-8-2-7.]

*Formerly: Acts 1975, P.L.47, SEC.1. As amended by P.L.186-2003, SEC.23.*

## **IC 6-1.1-6-27 Landowner's report**

Sec. 27. The owner of a parcel of land which is classified as native forest land, a forest plantation, or wildlands shall file a report once each year with the state forester on forms furnished by the state forester.

**PRELIMINARY  
TITLE**

# PRELIMINARY TITLE



First American Title™

Commitment for Title Insurance  
Indiana - 2021 v. 01.00 (07-01-2021)

**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**FIRST AMERICAN 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, First American Title Insurance Company, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



# PRELIMINARY TITLE



First American Title™

Commitment for Title Insurance  
Indiana - 2021 v. 01.00 (07-01-2021)

## 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; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



# PRELIMINARY TITLE



First American Title™

Commitment for Title Insurance  
Indiana - 2021 v. 01.00 (07-01-2021)

## 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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.



# PRELIMINARY TITLE



First American Title™

Commitment for Title Insurance  
Indiana - 2021 v. 01.00 (07-01-2021)

## 9. CLAIMS PROCEDURES

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

## 10. CLASS ACTION

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

## 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$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>.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



# PRELIMINARY TITLE



First American Title™

Commitment for Title Insurance  
Indiana - 2021 v. 01.00 (07-01-2021)

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

Issuing Agent: Fayette County Title, LLC

Issuing Office: Fayette County Title, LLC

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: T25-4734

Issuing Office File Number: T25-4734

Property Address: 4751 Pennville Road, 4740 Pennville Road, Milton, IN 47357

Revision Number:

## SCHEDULE A

1. Commitment Date: December 4, 2025
2. Policy to be issued:
  - a. 2021 ALTA® Owners Policy  
Proposed Insured: To Be Determined  
Proposed Amount of Insurance: \$  
The estate or interest to be insured:
  - b. 2021 ALTA® Loan Policy  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured:
  - c. 2021 ALTA® Loan Policy  
Proposed Insured:  
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 **John D. Stevens, an unmarried individual and Chrystie J. Stevens, an unmarried individual:**
5. The Land is described as follows:

**The following described real estate situate in Waterloo Township, Fayette County and State of Indiana, to-wit:**

**A part of the Northwest Quarter of Section 32 and part of the Northeast Quarter of Section 31, Township 15 North, Range 13 East, in Waterloo Township, Fayette County, Indiana, described as follows:**

**Beginning at a Harrison Monument marking the Southwest corner of the Northwest Quarter of Section 32 and the Southeast corner of the Northeast Quarter of Section 31; thence North 00**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



# PRELIMINARY TITLE



First American Title™

Commitment for Title Insurance  
Indiana - 2021 v. 01.00 (07-01-2021)

Road and the Section line between said Sections 31 and 32; thence South 89 degrees 04 minutes 11 seconds West 2644.81 feet to a point on the West line of the Northeast Quarter of said Section 31; thence North 00 degrees 00 minutes 01 second East 2436.10 feet to a fence corner post; being the Northwest corner of the Northeast Quarter; thence North 88 degrees 55 minutes 41 seconds East along the North line of said Quarter 2644.91 feet to a weld-rod marking the Northeast corner of the said Quarter; thence South 89 degrees 45 minutes 43 seconds East along the North line of the Northwest Quarter of said Section 32, 2650.41 feet to a point being the Northeast corner of the Northwest Quarter of said Section 32; thence South 00 degrees 11 minutes 53 seconds West along the East line of said Quarter 1217.46 feet to a point; thence South 79 degrees 00 minutes 00 seconds West 165.00 feet to a point; thence South 61 degrees 00 minutes 00 seconds West 120.45 feet to a point; thence South 29 degrees 00 minutes 00 seconds West 231.00 feet to a point; thence South 54 degrees 30 minutes 00 seconds West 330.00 feet to a point; thence South 42 degrees 30 minutes 00 seconds West 188.10 feet to a point; thence South 74 degrees 00 minutes 00 seconds West 171.60 feet to a point; thence South 33 degrees 30 minutes 00 seconds West 82.50 feet to a point; thence South 57 degrees 22 minutes 12 seconds West 1272.88 feet to a point on the South line of said Northwest Quarter; thence South 89 degrees 30 minutes 49 seconds West along the South line of said Quarter 588.69 feet to the point of beginning, containing 148.09 acres in the Northeast Quarter of Section 31 and 128.07 acres in the Northwest Quarter of Section 32 for a total of 276.16 acres and being subject to all rights-of-way and easements of record. The above described tract being a part of the land Deed Record #83, page 1369 in the Office of the Recorder of Fayette County, Indiana.

Known as: 4751 Pennville Road and 4740 Pennville Road, Milton, Indiana 47357  
Parcel Numbers: 21-03-31-200-001.000-015 & 21-03-32-100-001.000-015

"The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured..."

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Authorized Signatory

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.



# PRELIMINARY TITLE

## SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
6. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
7. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
8. Vendor's and/or Mortgageor's Affidavits to be executed at the closing.
9. Pursuant to I.C. 36-2-11-15, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "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)."
10. Pursuant to I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in a Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
11. Pursuant to I.C. 27-1-22-2, the State of Indiana requires title insurance companies to charge a fee for closing protection letters in real estate transactions in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fee for Closing Protection Letter is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
12. Pursuant to Indiana Code 27-7-3.7, the State of Indiana requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form of irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



# PRELIMINARY TITLE

Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.

13. Pursuant to I.C. 6-1.1-12-43(e) and 27-7-3-15.5, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing.
  - A. Judgment search for 10 years past has been made vs. John D. Stevens and Chrystie J. Stevens, Jointly, SEE BELOW.
  - B. Judgment search for 10 years past has been made vs. John D. Stevens, as an Individual, SEE BELOW.
  - C. Judgment search for 10 years past has been made vs. Chrystie J. Stevens, as an Individual, SEE BELOW.
  - D. Satisfaction and release of a mortgage shown as Item No. 11 on Schedule B II.
  - E. Warranty Deed from fee simple owners to the Proposed Insured Owner as shown on Schedule A.

## 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. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material 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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

# PRELIMINARY TITLE

7. Real estate taxes assessed for the year 2024 are a lien and are due in two installments payable May 10 and November 10, 2025

Assessed in the name of: Stevens, John D. and Chrystie J.  
Property Address: 4751 Pennville Road, Milton, IN 47357  
Parcel No.: 21-03-32-100-001.000-015  
Taxing Unit and Code: 009-00099-00 (PT NE ¼ 31-15-13 148.09 acres (22.140 acres Classified Forest)  
Land: 243,600  
Improvements: 91,700  
Exemptions: 35,612  
May installment of \$ 4185.82 - PAID  
November installment of \$ 4185.82 - PAID

8. Real estate taxes assessed for the year 2024 are a lien and are due in two installments payable May 10 and November 10, 2025

Assessed in the name of: Stevens, John D. and Chrystie J.  
Property Address: 4740 Pennville Road, Milton, IN 47357  
Parcel No.: 21-03-32-100-001.000-015  
Taxing Unit and Code: 009-00098-00 (PT NW ¼ 32-15-13 128.07 acres (36.369 acres Classified Forest)  
Land: 124,200  
Improvements: 166,900  
Exemptions: 100,102  
May installment of \$ 1687.28 - PAID  
November installment of \$ 1687.28 - PAID

9. Real estate taxes assessed for the year 2025 payable 2026 are a lien but are not yet due and payable.

10. NOTE: The Parcel Numbers are provided for information only. The company neither guarantees nor insures the accuracy or completeness thereof. You are advised that you should not rely upon these numbers and should independently verify the accuracy thereof.

11. Mortgage in the amount of \$:

Mortgagor: John D. Stevens and Chrystie J. Stevens  
Mortgagee: Somerville Bank  
Dated: June 5, 2020  
Recorded: June 9, 2020  
Instrument No.: 202001628 in the Office of the Recorder of Fayette County, Indiana.

12. Right of way Easement by and between H. L. Hurst to Indiana Bell Telephone Company dated June 13, 1920 and recorded December 15, 1930 in Miscellaneous Record 10, page 149 in the Office of the Recorder of Fayette County, Indiana.

13. Oil and Gas Lease by and between Horace L. Hurst to Sylvester Yunker dated May 1, 1931 and recorded September 21, 1931 in Miscellaneous Record 10, pages 226-227 in the Office of the Recorder of Fayette County, Indiana.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

# PRELIMINARY TITLE

14. Right of Way Easement by and between Walter G. Hurst and Inez L. Hurst, husband and wife to Wayne County Rural Electric Membership Corporation dated July 5, 1938 and recorded November 21, 1938 in Miscellaneous Record 11, pages 446-447 in the Office of the Recorder of Fayette County, Indiana.
15. Application for the Classification of Land as Forest Land from Hillhurst Farms, Inc. dated April 19, 2001 and recorded April 20, 2001 as Instrument No. 200120011873, Book 16, pages 1940-1945 in the Office of the Recorder of Fayette County, Indiana.
16. Application for the Classification of Land as Forest Land and Wildlands from John D. Stevens and Chrystie J. Stevens dated August 21, 2023 and recorded August 21, 2023 as Instrument Number 202302305 in the Office of the Recorder of Fayette County, Indiana.
17. In Re: The Marriage of Chrystie Stevens and John D. Stevens filed August 25, 2025 in the Fayette County Superior Court under Cause Number 2508-DN-000656.
18. Rights of the public, and others, in and to that part of the premises taken or used for road purposes and including utility right of way.
19. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
20. Rights of parties in possession under unrecorded leases and including to crops.
21. Terms, Covenants and restrictions that apply to the land and its use in order to maintain the forest classification and/or tax benefit(s) and/or designation(s) as set out in I.C. 6-1.1-6.
22. Perpetual air or flight easement, sometimes referred to as avigation rights, in and through the air above the land described herein, together with the right to cause in said air space such noise as may be inherent in the operation and navigation of aircraft.
23. Exception for rights of others to the free and unobstructed flow and use of the waters which may flow on or through the land, and any adverse claim based upon the assertion that some portion of said land has been created by artificial means or avulsion or has accreted to such portion.
  - i. Rights of the United States of Indiana, and the public for commerce, navigation, recreation and fishery, in any portion of the land lying within or comprising the bed of Whitewater River and Nolands Fork within and adjacent to the subject land, or land created by fill or artificial accretion.
  - ii. The nature, extent, or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the Whitewater River and Nolands Fork.
  - iii. Any adverse claim based upon the assertion.
    - a. The land described in Schedule A, or any part thereof, is now or at any time has been below the ordinary low water mark of the Whitewater River and Nolands Fork.
    - b. Some portion of said land has been created by artificial means or has accreted to such portion so created
    - c. Some portion of said land has been brought within the boundary thereof by an avulsive movement of the Whitewater River or Nolands Fork, or has been formed by accretion to any such portion. The Company assumes no responsibility for any loss, cost, damage or expense due to or arising out of the failure of all the improvements associated with the

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



# PRELIMINARY TITLE

land being located within the bounds of the land's description set out in Schedule A, including but not limited to docks and piers.

24. Minerals or Mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
25. INFORMATION NOTE: The acreage indicated 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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.  
Form 50115218 (8-11-22)



**PHOTOS**

# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



**For Information Call Auction Manager:  
Andy Walther, 765-969-0401**



**SCHRADER REAL ESTATE & AUCTION CO., INC.**

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

**260-244-7606 or 800-451-2709**

**SchraderAuction.com**

