

*East Allen County*

*New Haven, Indiana*

# LAND AUCTION

**20.5± acres**  
**Quality Tillable Land**

*Offered in 2 Tracts or the Combination*

- Woodlan School District
- Potential Building or Estate Sites
- Easy Access to US 24, US 30 and I-469!
- Immediate Possession



260.749.0445

866.340.0445 • [SchraderFortWayne.com](http://SchraderFortWayne.com)

**Monday, April 20 at 6:00pm** Online Bidding Available

held at Woodburn Community Center, 22651 Main St, Woodburn, IN

# INFORMATION

*Booklet*

## *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.

*Auction Manager:* **JERRY EHLE • 260.410.1996**



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

800.451.2709 | 260.244.7606

[www.schraderauction.com](http://www.schraderauction.com)

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# **BIDDER PRE-REGISTRATION FORM**

**MONDAY, APRIL 20, 2026**

**20.5± ACRES – ALLEN 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 Monday, April 13, 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**  
**20.5± Acres • Allen County, Indiana**  
**Monday, April 20, 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 Monday, April 20, 2026 at 6:00 PM (EST).
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website ([www.schraderauction.com](http://www.schraderauction.com)) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$\_\_\_\_\_. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.  
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725  
Phone 260-244-7606; Fax 260-244-4431; email: [auctions@schraderauction.com](mailto:auctions@schraderauction.com)

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

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

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

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Monday, April 13, 2026**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

\_\_\_\_\_  
Registered Bidder's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

***This document must be completed in full.***

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

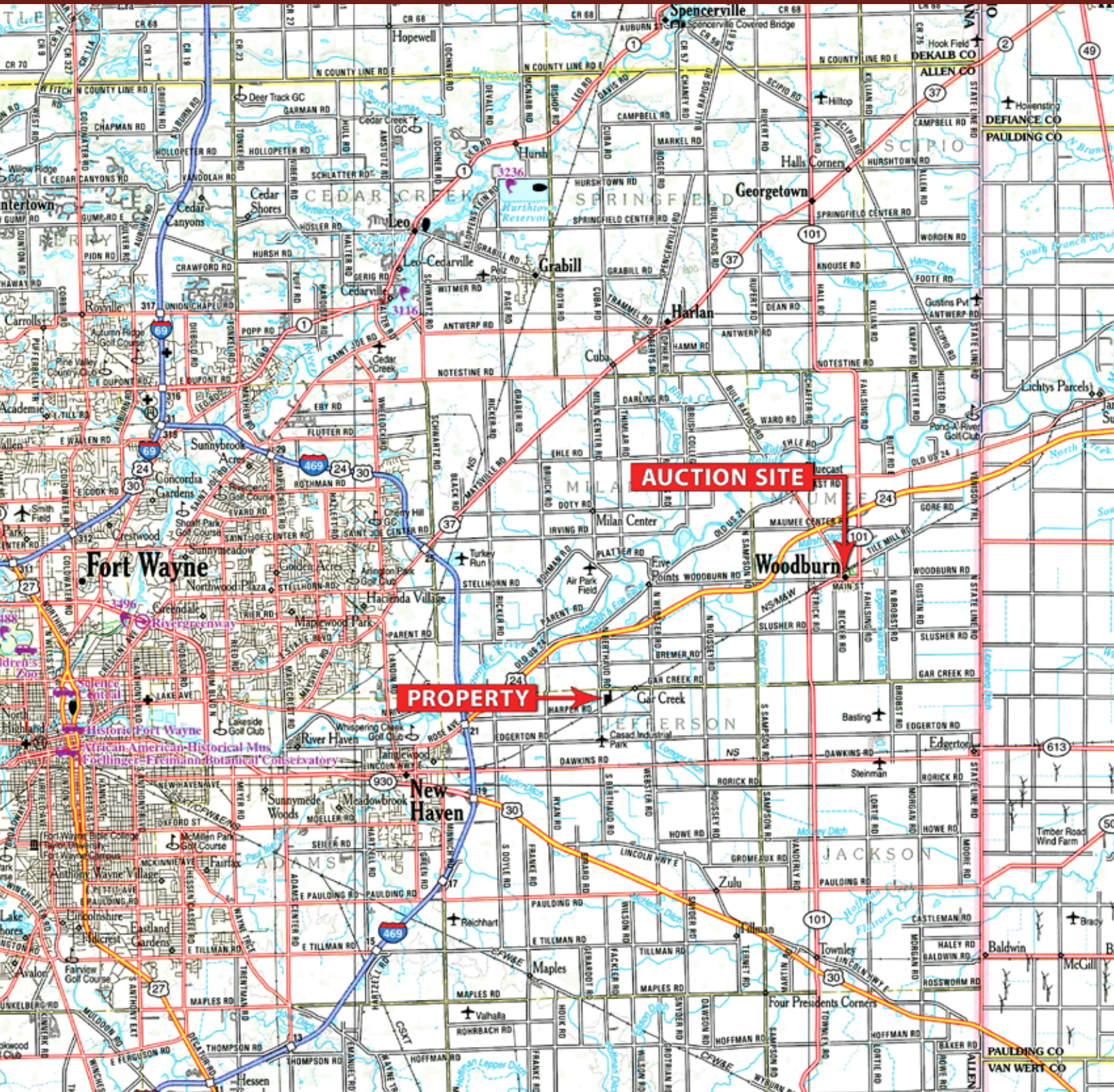
E-mail address of registered bidder: \_\_\_\_\_

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:  
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.



# LOCATION MAP

# LOCATION MAP



**Property Location:** 15,000 block of Gar Creek Rd, New Haven. South of US 24, Follow Berthaud Rd south to Gar Creek Rd, turn east and follow to property.

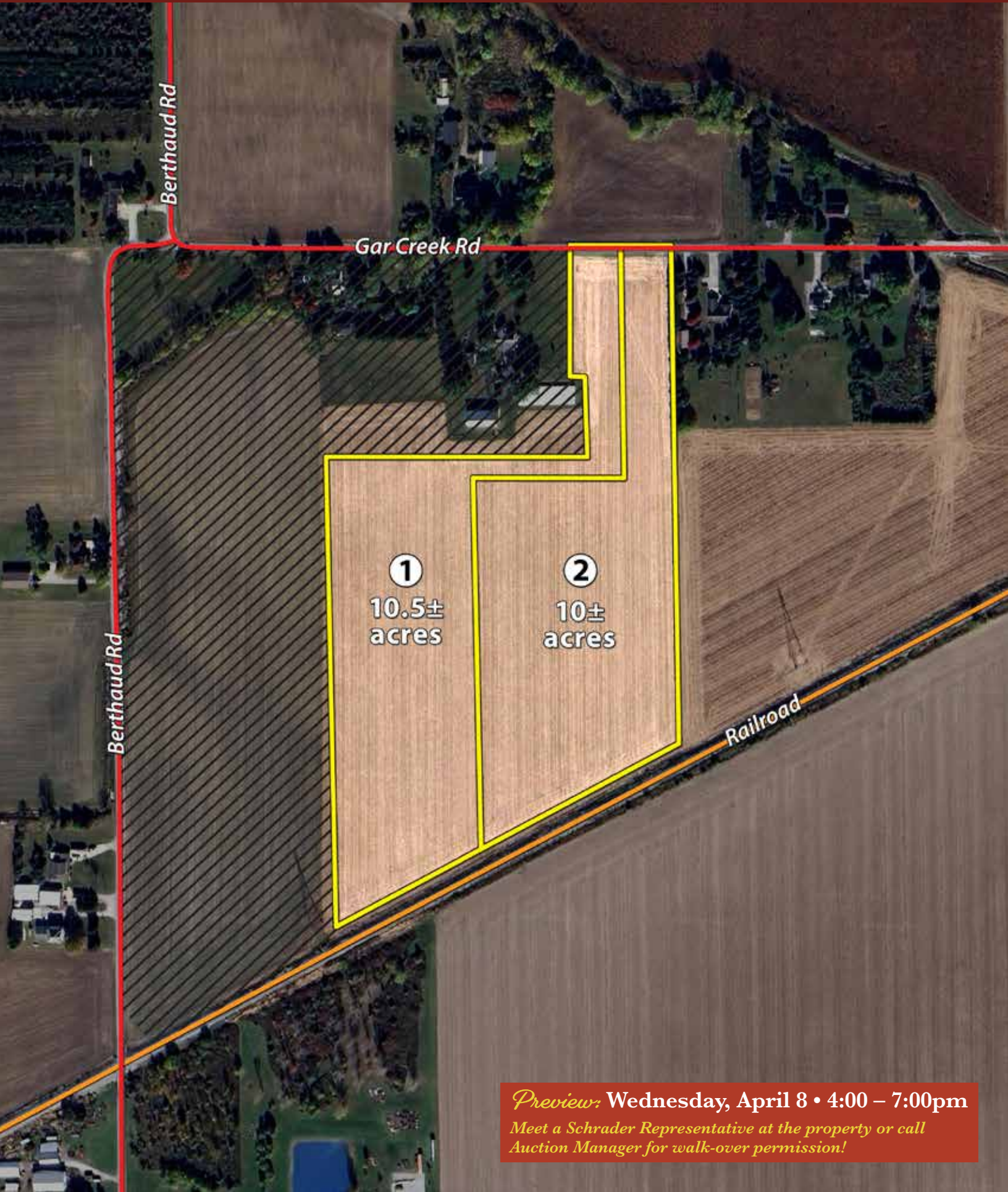
**Auction Location:** Woodburn Community Center 22651 Main St, Woodburn, IN

**Online Bidding Available:** You may bid online during the auction at [www.schraderauction.com](http://www.schraderauction.com). You must be registered **One Week in Advance of the Auction** to bid online. For online bidding information, call Schrader Auction Company at 800-451-2709.

An aerial photograph of a large, rectangular agricultural field, likely a cornfield, showing rows of crops. The field is mostly brown and tan, suggesting it might be dormant or harvested. The field is framed by a solid red border at the top and bottom. In the background, there are trees and a slight rise in the land.

# TRACT MAP

# TRACT MAP



**1**  
10.5±  
acres

**2**  
10±  
acres

*Preview: Wednesday, April 8 • 4:00 – 7:00pm*  
*Meet a Schrader Representative at the property or call*  
*Auction Manager for walk-over permission!*

The image features a large, central field of dry, yellowish-brown grass. The field is set against a dark red background that frames the top and bottom edges. The text "TRACT DESCRIPTIONS" is overlaid in the center of the grass field.

# TRACT DESCRIPTIONS

# East Allen County LAND AUCTION

New Haven, Indiana

**20.5± acres**  
**Quality Tillable Land**  
*Offered in 2 Tracts or the Combination*

**TRACT 1: 10.5± acres** of all tillable with over 100 feet of road frontage along Gar Creek Rd. The access winds around the existing buildings to the open tract in the back. This offers a very private potential building site. The soils are mostly Haskins loam to the north and Hoytville silty clay to the south. The south property line is the lightly used Norfolk Southern railroad. There is also an Electric Power line over the back of the tract, but no tower on the property.

**TRACT 2: 10± acres**, also all tillable with over 100 feet of road frontage. This tract offers a potential private estate site! The soils are mostly Haskins loam with a small portion of Hoytville silty clay to the south. Again, the south is bordered by the railroad and the electric lines.

*Purchase separately or combine for approximately 20.5 acres of Quality Tillable Farmland or Large Estate Site!*



## *Auction Terms & Conditions:*

**PROCEDURE:** The property will be offered in 2 tracts, and the combination of tracts. There will be open bidding on both tracts and the combination during the auction as determined by the Auctioneer. Bids on tracts and the total property may compete.

**DOWN PAYMENT: 10% down payment on the day of 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:** All successful bidders will be required to enter into purchase agreements at the auction site immediately following the close of the auction. Seller reserves the right to reject any and all bids.

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

**DEED:** Seller shall provide a Trustee's Deed(s).

**CLOSING:** The balance of the purchase price is due at closing, which will take place on or before May 22, 2026. Costs for an insured closing shall be shared 50:50 between Buyer(s) and Seller.

**POSSESSION:** Possession on day of closing, immediately following the closing.

**REAL ESTATE TAXES:** The Seller will pay the 2025 Real Estate Taxes due in 2026. The Buyer(s) will pay all thereafter.

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

**SURVEY:** A new perimeter survey shall be prepared on the entirety prior to the auction. The Seller shall also provide a new survey where the tract divisions in this auction create new boundaries. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Combination purchase will receive a perimeter survey only.

**TRACT MAP and ACRES:** Pre-auction tract maps and acre estimates are approximations provided for identification and illustration purposes only. They are not provided for as survey products and are not intended to depict or establish authoritative boundaries or locations.

**AGENCY:** Schrader Real Estate & Auction of Fort Wayne, LLC 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. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conduct of his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in the brochure is subject to verifications by all parties relying on it. The Seller or the Auction Company assumes no liability for its accuracy, errors, or omissions. Conduct of the auction and increments of bidding are at the discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final.

**ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS**

*Seller: The Hermann Family Trust*

*Auction Manager:*

**Jerry Ehle • 260.410.1996**

**SchraderFortWayne.com**

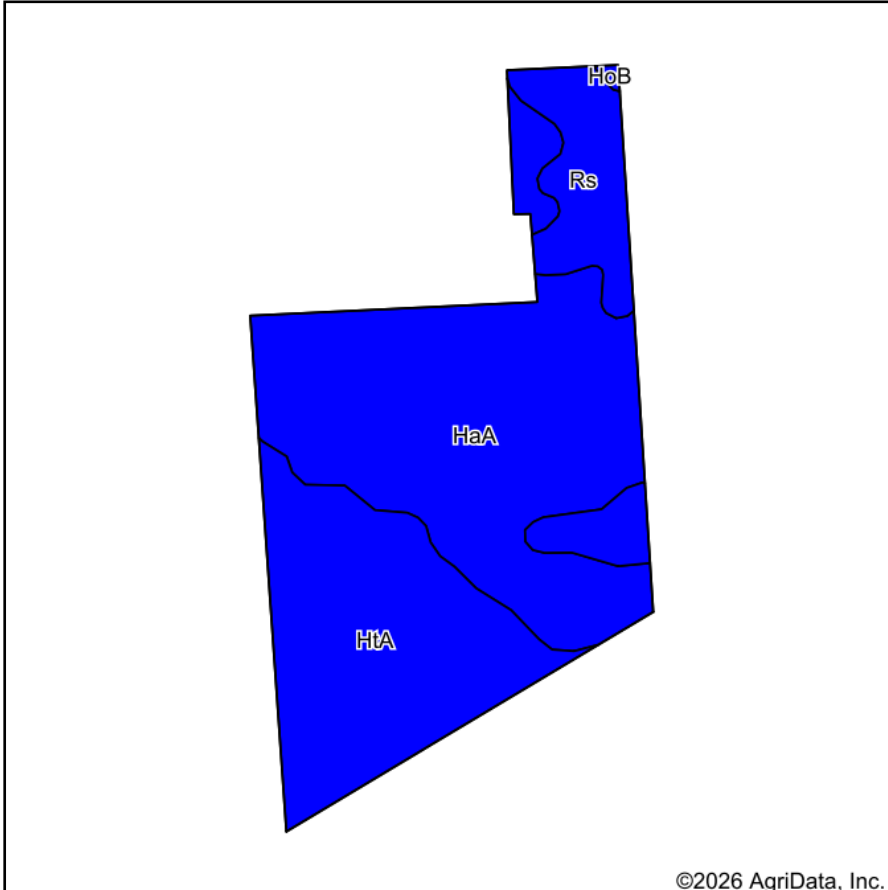
**866.340.0445 • 260.749.0445**



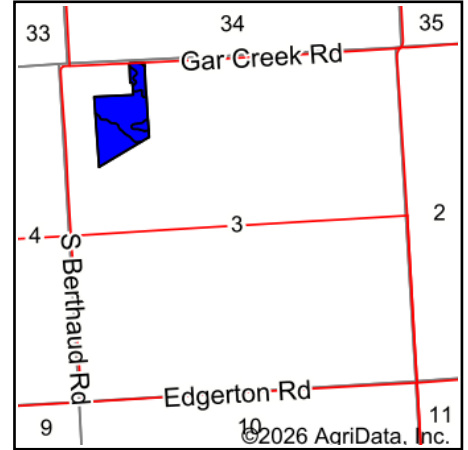


# SOILS MAP

# SOILS MAP



Soils data provided by USDA and NRCS.



State: **Indiana**  
 County: **Allen**  
 Location: **3-30N-14E**  
 Township: **Jefferson**  
 Acres: **19.68**  
 Date: **3/5/2026**



Area Symbol: IN003, Soil Area Version: 27

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Corn silage Tons	Grass legume hay Tons	Grass legume pasture AUM	Pasture AUM	Soybeans Bu	Winter wheat Bu
HaA	Haskins loam, 0 to 3 percent slopes	10.53	53.5%		Ilw	158		5	11		59	62
HtA	Hoytville silty clay, 0 to 1 percent slopes	7.20	36.6%		Ilw	145		5		9	40	59
Rs	Rensselaer silty clay loam	1.95	9.9%		Ilw	175	24	6		12	49	70
<b>Weighted Average</b>						<b>2.00</b>	<b>154.9</b>	<b>2.4</b>	<b>5.1</b>	<b>5.9</b>	<b>4.5</b>	<b>61.7</b>



# FSA INFORMATION

# FSA INFORMATION

INDIANA  
ALLEN  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

**FARM : 12786**  
Prepared : 3/31/26 3:10 PM CST  
Crop Year : 2026

See Page 2 for non-discriminatory Statements.

## Abbreviated 156 Farm Record

**Operator Name**

CRP Contract Number(s) : None  
Recon ID : 18-003-2021-27  
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
22.03	20.98	20.98	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	20.98	0.00		0.00	0.00	0.00	0.00	

### Crop Election Choice

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

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	3.84	0.00	66	
Corn	8.62	0.00	155	
Soybeans	6.84	0.00	43	
<b>TOTAL</b>	<b>19.30</b>	<b>0.00</b>		

### NOTES

**Tract Number : 16660**

Description :  
FSA Physical Location : INDIANA/ALLEN  
ANSI Physical Location : INDIANA/ALLEN  
BIA Unit Range Number :  
CRP Contract Number(s) : None  
HEL Status : NHEL: No agricultural commodity planted on undetermined fields  
Wetland Status : Wetland determinations not complete  
WL Violations : None  
Owners : DALE HERMANN  
Other Producers : None  
Recon ID : 18-003-2021-26

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
22.03	20.98	20.98	0.00	0.00	0.00	0.00	0.0

# FSA INFORMATION

INDIANA  
ALLEN  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

**FARM : 12786**  
Prepared : 3/31/26 3:10 PM CST  
Crop Year : 2026

**Tract 16660 Continued ...**

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	20.98	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	3.84	0.00	66
Corn	8.62	0.00	155
Soybeans	6.84	0.00	43
<b>TOTAL</b>	<b>19.30</b>	<b>0.00</b>	

**NOTES**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, 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 State or Local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). 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 12786 Tract 16660**

2025 Certification map prepared on: 5/23/2025

CRP

TRS: 30N14E3



Administered by: Allen County, Indiana

CLU

Allen

OP:

22.03 Tract acres

**Wetland Determination Identifiers:**

OW: HERMANN, DALE

20.98 Cropland acres

● Restricted Use

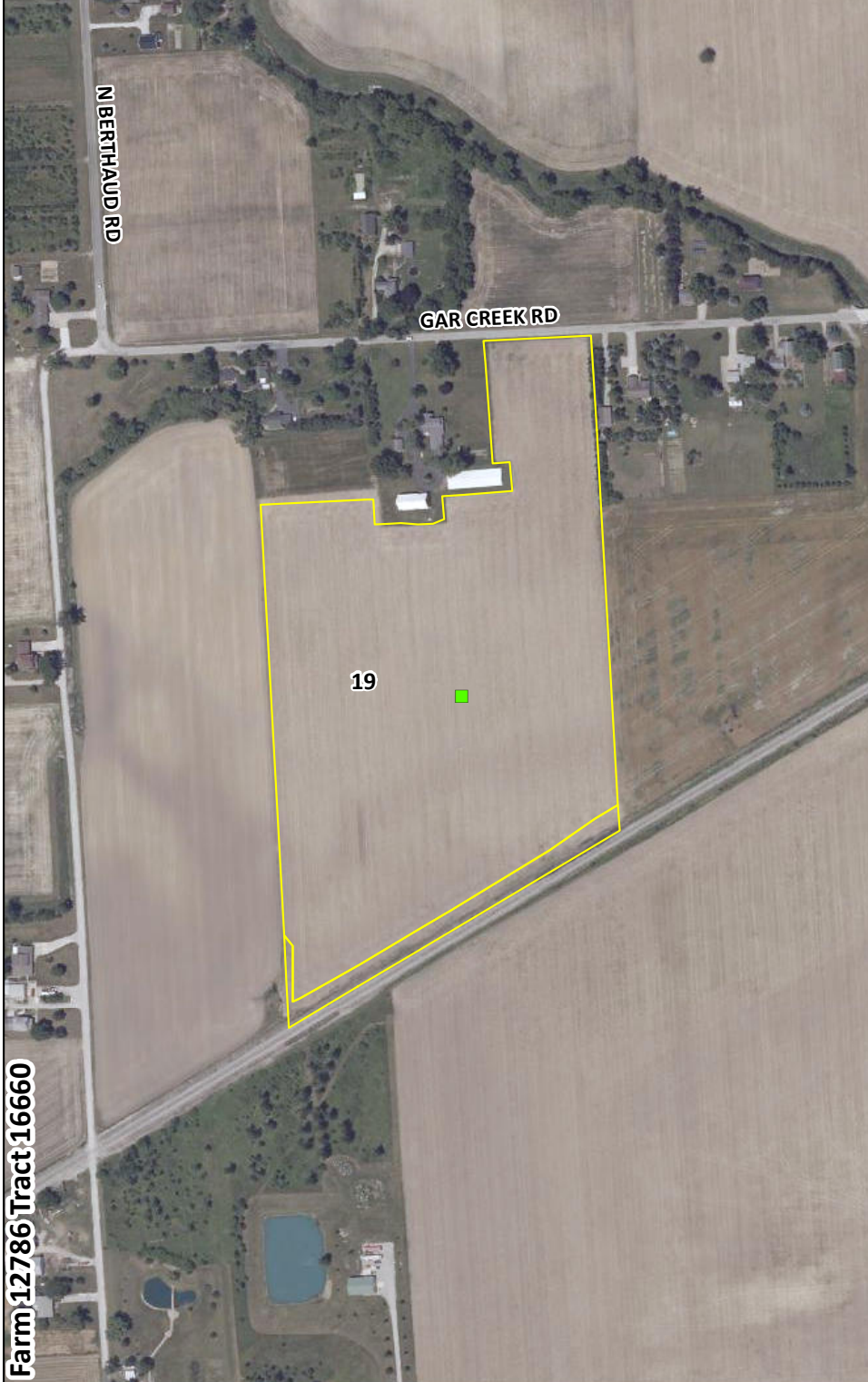
0 CRP acres

▼ Limited Restrictions

■ Exempt from Conservation Compliance Provisions

Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2025-05-22 12:05:02

Intended use is grain and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted.



CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
19	20.98	N	2					Y

Crop:

Type:

IUse:

Date:

Shares:

Farm 12786 Tract 16660

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



# TOPOGRAPHY MAP

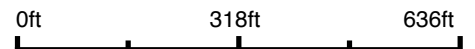
# TOPOGRAPHY MAP



©2026 AgriData, Inc.



Source: USGS 1 meter dem  
Interval(ft): 2.0  
Min: 753.2  
Max: 760.0  
Range: 6.8  
Average: 758.4  
Standard Deviation: 1.35 ft



3/5/2026

**3-30N-14E**  
**Allen County**  
**Indiana**

Boundary Center: 41° 5' 30.34, -84° 56' 25.46



**COUNTY PROPERTY  
RECORD CARDS**

# COUNTY PROPERTY RECORD CARD

**AG/RURAL RES HOMESIT**

**100, Vacant Land**

**15514 GAR CREEK RD**

**Herrmann Dale E Trs of the Herm**

**02-14-03-100-005.000-046**

**Notes**  
10/2/2019 MISC: 2019048893 9/27/19 split off 1.40 ac to 005.001. 20 p 21. .jp

**Transfer of Ownership**  
**Date** 03/17/2016 **Owner** Herrmann Dale E Trs of  
01/01/1900 **HERMANN DALE E &**

**Ownership**  
Herrmann Dale E Trs of the Herrmann\*  
c/o Kristen Mendenhall  
15039 State Rd 37 E  
New Haven, IN 46774

**General Information**  
**Parcel Number** 02-14-03-100-005.000-046  
**Local Parcel Number** 16-0003-0020

**Tax ID:**  
**Routing Number**

**Legal**  
12a E Of W 20a W1/2 Nw1/4 N Of R EX N 216.5 Of  
W 285.6 Ft & Ex Trs Sec 3

**Property Class 100**  
Vacant Land

**Location Information**  
**Year: 2025**  
**County** Allen  
**Township** JEFFERSON TOWNSHIP  
**District 046 (Local 016)**  
046 JEFFERSON (16)  
**School Corp 0255**  
EAST ALLEN COUNTY  
**Neighborhood 461006-046**  
AG/RURAL RES HOMESITES WO

**Valuation Records (Work In Progress values are not certified values and are subject to change)**

Assessment Year	Reason For Change	2025	2024	2023	2022
05/28/2025	WIP	Misc	AA	AA	AA
As Of Date	05/29/2025	03/26/2025	03/22/2024	04/07/2023	03/21/2022
Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
Notice Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Land</b>	<b>\$20,500</b>	<b>\$23,100</b>	<b>\$22,000</b>	<b>\$18,300</b>	<b>\$14,500</b>
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$20,500	\$23,100	\$22,000	\$18,300	\$14,500
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
<b>Improvement</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$20,500</b>	<b>\$23,100</b>	<b>\$22,000</b>	<b>\$18,300</b>	<b>\$14,500</b>
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$20,500	\$23,100	\$22,000	\$18,300	\$14,500
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

**Land Computations**  
Calculated Acreage 9.10  
Actual Frontage 0  
Developer Discount

**Land Data (Standard Depth: Res 120', Cl 120' Base Lot: Res 0' X 0', Cl 0' X 0')**

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
4 A	A	HAA	0	3.630	1.06	\$2,120	\$2,247	\$8,157	0%	1.0000	0.00	100.00	0.00	\$8,160
4 A	A	HS	0	5.47	1.06	\$2,120	\$2,247	\$12,291	0%	1.0000	0.00	100.00	0.00	\$12,290

**Market Model** N/A  
**Topography** Level  
**Flood Hazard**   
**Public Utilities** ERA  
Electricity   
**Streets or Roads** TIF  
Unpaved   
**Neighborhood Life Cycle Stage** Other  
Printed Friday, May 30, 2025  
**Review Group** 2023  
**Data Source** N/A  
**Collector** 02/22/2023 drwiaa  
**Appraiser** 02/22/2023 chwiaa  
**Total Value** \$20,500

# COUNTY PROPERTY RECORD CARD

**AG/RURAL RES HOMESIT**

**100, Vacant Land**

**15514 GAR CREEK RD**

**Herrmann Dale E Trs of the Herm**

**02-14-03-100-006.000-046**

**Notes**  
10/2/2019 MISC: 2019048893 9/27/19 split off 2.60 ac from 006.000 to 005.001. 20 p 21. jb Homestead was moved to new parcel 005.001 for 20 p 21.

**Transfer of Ownership**  
**Date** 03/17/2016 **Owner** Herrmann Dale E Trs of  
15039 State Rd 37 E  
New Haven, IN 46774  
**Doc ID** 2016013759 **Code** QC  
**Book/Page** / **Adj Sale Price** /

**Ownership**  
Herrmann Dale E Trs of the Herrmann\*  
c/o Kristen Mendenhall  
15039 State Rd 37 E  
New Haven, IN 46774

**General Information**  
**Parcel Number** 02-14-03-100-006.000-046  
**Local Parcel Number** 16-0003-0012

**Tax ID:**

**Legal**  
E 15.87a Of W 1/2 Nw 1/4 N Of R1 Sec 3 Ex 2.60 ac  
NW Cor

**Routing Number**

**Property Class 100**  
Vacant Land



**Valuation Records (Work In Progress values are not certified values and are subject to change)**

Year: 2025	Assessment Year	Reason For Change	2025	2024	2023	2022
05/28/2025	WIP	Misc	AA	AA	AA	AA
05/28/2025	As Of Date	05/29/2025	03/26/2025	03/22/2024	04/07/2023	03/21/2022
Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
1.0000	Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
	Notice Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>\$29,600</b>	<b>Land</b>	<b>\$29,600</b>	<b>\$33,300</b>	<b>\$31,800</b>	<b>\$26,500</b>	<b>\$20,900</b>
\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
\$29,600	Land Non Res (2)	\$29,600	\$33,300	\$31,800	\$26,500	\$20,900
\$0	Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
<b>\$0</b>	<b>Improvement</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
<b>\$29,600</b>	<b>Total</b>	<b>\$29,600</b>	<b>\$33,300</b>	<b>\$31,800</b>	<b>\$26,500</b>	<b>\$20,900</b>
\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
\$29,600	Total Non Res (2)	\$29,600	\$33,300	\$31,800	\$26,500	\$20,900
\$0	Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

**Land Data (Standard Depth: Res 120', Cl 120' Base Lot: Res 0' X 0', Cl 0' X 0')**

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
4 A	HAA	0	10.483	1.06	\$2,120	\$2,247	\$23,555	0%	1.0000	0.00	100.00	0.00	0.00	\$23,560
4 A	HOB	0	0.018	1.11	\$2,120	\$2,353	\$42	0%	1.0000	0.00	100.00	0.00	0.00	\$40
4 A	HS	0	2.524	1.06	\$2,120	\$2,247	\$5,671	0%	1.0000	0.00	100.00	0.00	0.00	\$5,670
4 A	RS	0	0.109	1.28	\$2,120	\$2,714	\$296	0%	1.0000	0.00	100.00	0.00	0.00	\$300
82 A		0	0.136	1.00	\$2,120	\$2,120	\$288	-100%	1.0000	0.00	100.00	0.00	0.00	\$00

**Land Computations**

Calculated Acreage	13.27
Actual Frontage	0
Developer Discount	<input type="checkbox"/>
Parcel Acreage	13.27
81 Legal Drain NV	0.00
82 Public Roads NV	0.14
83 UT Towers NV	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	13.13
Farmland Value	\$29,570
Measured Acreage	13.13
Avg Farmland Value/Acre	2251
Value of Farmland	\$29,560
Classified Total	\$0
Farm / Classified Value	\$29,600
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	\$0
CAP 1 Value	\$0
CAP 2 Value	\$29,600
CAP 3 Value	\$0
<b>Total Value</b>	<b>\$29,600</b>

**Characteristics**  
**Topography**  **Flood Hazard**   
Level  
**Public Utilities** **ERA**   
Electricity  
**Streets or Roads** **TIF**   
Unpaved  
**Neighborhood Life Cycle Stage**   
Other  
Printed Friday, May 30, 2025

**Data Source** N/A **Collector** 02/22/2023 drwvia **Appraiser** 02/22/2023 chwiaa





**PRELIMINARY TITLE**

# PRELIMINARY TITLE



*First American*

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

## **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. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) 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 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 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.
6. Indiana state law, effective July 1, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.

If a prohibited foreign entity or person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.

7. 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.
8. 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.
9. 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).
10. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.

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# PRELIMINARY TITLE



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11. Effective July 1, 2006, 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)." See Indiana Code 36-2-11-15.
12. By virtue of 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 the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
13. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction 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 letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.

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# PRELIMINARY TITLE



*First American*

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

## 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.

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# PRELIMINARY TITLE



*First American*

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

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

Parcel No.: 02-14-03-100-005.000-046 - 12a Eof W 20a W1/2 NW1/4 N of RR Ex N 216.5 of W 285.6 ft Ex Trs Sec 3

May Installment of \$189.55 shows paid

November Installment of \$189.55 shows paid

Tax Year:	Current Year 2024 due 2025
Land:	\$22,000.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$0.00

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2025 due in May and November, 2026.

8. Annual assessment for the maintenance of 0928650 - Lomont Drain due May 10, 2025, in the amount of \$10.50 shows paid.

Note: Subsequent assessments as required.

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# PRELIMINARY TITLE



*First American*

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

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

Parcel No.: 02-14-03-100-006.000-046 - E 15.87a of W1/2 NW1/4 N of RR Sec 3 Ex 2.60 ac NW  
Cor  
May Installment of \$273.98 shows paid  
November Installment of \$273.98 shows paid

Tax Year:	Current Year 2024 due 2025
Land:	\$31,800.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$0.00

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2025 due in May and November, 2026.

10. Annual assessment for the maintenance of 0928650 - Lomont Drain due May 10, 2025, in the amount of \$15.87 shows paid.  
Note: Subsequent assessments as required.
11. The Company must be provided with the Certificate of Trust and any amendments thereto authorizing this transaction and identifying the current trustee(s). Additional requirements, if deemed necessary, may be made after review of the Certificate of Trust.
12. Easement for Tower granted to Indiana & Michigan Electric Company as recorded February 16, 1960 in Deed Book 566, page 251.
13. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
14. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
15. Rights of tenants, if any, under any unrecorded leases, including the right to grow, harvest, cultivate, maintain, sell & store any and all crops, timber and /or feed that was or is being grown, withdrawn or harvested on the Land.

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# PRELIMINARY TITLE



*First American*

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

16. Exception is made to potential Barrett Law Assessments not yet confirmed as of the date of this search. The Barrett Law Office should be contacted for further information at (260) 427-1105.
17. 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.

NOTE: The final Loan Policy will include the following Endorsements upon compliance with the Company's issuing standard:

Restrictions, Encroachments, Minerals - Loan Policy Endorsement (ALTA 9)  
Environmental Protection Lien Endorsement (ALTA 8.1)

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# PRELIMINARY TITLE



*First American*

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

## ALTA COMMITMENT FOR TITLE INSURANCE

Issued by  
**Metropolitan Title of Indiana, LLC**  
as issuing Agent for  
**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



Sally F. Tyler, President



Lisa W. Cornehl, Secretary

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# PRELIMINARY TITLE



*First American*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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# PRELIMINARY TITLE



*First American*

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

g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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

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

#### **5. LIMITATIONS OF LIABILITY**

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

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# PRELIMINARY TITLE



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

- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$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 Metropolitan Title of Indiana, LLC on behalf of 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.*

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# PRELIMINARY TITLE

DEED OF EASEMENT  
TOWER  
7711

GRANTOR: Book 566 Page 251  
Name W. Otho Watson Eas. No. 10 Map No. 1677  
Address R.R. #2 Work Order 601/7702  
NEW HAVEN, INDIANA

This Indenture made this 8th day of February, 1960, by and between  
W. Otho Watson and Marie Watson

his wife ~~Grantee~~  
(hereinafter called the "Grantor", whether one or more) and INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana corporation (hereinafter called the "Grantee"),

Witnesseth: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which Grantor hereby acknowledges, Grantor hereby conveys and warrants to Grantee a permanent right of way and easement for an electric tower line with the right to the Grantee to locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, towers, conductors and all necessary or useful facilities and equipment with respect to such line for transmitting electric or other energy, including cross-arms, wires, cables, counter-poises, and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in Jackson Township, County of Allen, State of Indiana, Section 3, Township 30 North, Range 14 East and bounded:

- On the North by the lands of Henry Schoppmans North line of said Section 3
- On the East by the lands of Warren Rothgeb, Chas. Rothgeb
- On the South by the lands of Chas. Rothgeb
- On the West by the lands of Henry Schoppmans, Gerald Kooneman

Together with the right to the Grantee: to cut, to control or eliminate by herbicides, and at its option to remove from the Premises or the lands of the Grantor adjoining the same on either side, any trees, overhanging branches, vegetation, obstacles or obstructions which may endanger the safety or interfere with the installation, use, or enjoyment of all or any of Grantee's Facilities; to add to the number of and relocate at any time or times all of Grantee's Facilities except the towers which shall not be increased in number or relocated; and of ingress and egress to, over and from the Premises and any adjoining lands of Grantor at any and all times for the purposes of exercising and enjoying any and all the rights hereby vested in Grantee.

It is understood and agreed:

- The location of the route of the easement shall be established by a center line connecting the center points of the towers, as constructed on the Premises and/or on adjoining lands.
- Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on the Premises and shall pay Grantor all damages done to crops and livestock on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules at the market price in vicinity. All claims of Grantor for damages arising under this indenture shall be made at or mailed to the office of Grantee at Fort Wayne, Indiana, within thirty (30) days after such damages shall accrue.
- Grantee shall pay to Grantor, at or prior to the time when construction of Grantee's Facilities is commenced on the Premises, Fifty Dollars (\$50) for each tower to be located thereon.
- Grantor shall have the right to cultivate or otherwise use the Premises in any way not inconsistent with the easement hereby granted, but no building, structure or obstruction shall be placed by the Grantor under or within fifty (50) feet (measured horizontally) of nearest tower, cable or wire.
- This indenture contains all the terms and conditions of this easement, express or implied, between the parties hereto and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective representatives, successors, assigns, lessees and licensees.

Witness Grantor's hand on the date first above written.



DULY ENTERED FOR TAXATION  
FEB 16 1960

Robert C. Lane  
Auditor of Public Accounts

W. Otho Watson  
W. Otho Watson  
Marie Watson  
Marie Watson

FILED  
ALLEN COUNTY RECORDS

This instrument was prepared by  
Edward P. Kneiff  
Employee of Indiana & Michigan  
Electric Company on its behalf.

STATE OF INDIANA  
ALLEN County } ss.

Before me Harold G. Lash, a Notary Public in and for said  
County and State, this 8th day of February, 1960, personally appeared  
the above named W. Otho Watson and Marie Watson

He acknowledged the execution of the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year  
Harold G. Lash  
Harold G. Lash Notary Public.

My commission expires Nov. 18, 1962.

STATE OF INDIANA  
County } ss.

Before me \_\_\_\_\_, a Notary Public in and for said  
County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared



# PROPERTY PHOTOS



















*Auction Manager:*

**JERRY EHLE • 260.410.1996**

*Jerry W. Ehle • #AU19300123, #RB14044208*

*#LC20700176, #AC63001504, RC26-560*

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