COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY

File No.: 260348 **Commitment No.:** 260348

Transaction Identification Data:
Issuing Agent: Heritage Parke Title, LLC
Issuing Office: 102 Heritage Pkwy, Nappanee, IN 46550-1156
Issuing Office's ALTA® Registry ID: 1115221
Loan ID No.:
Commitment No.: 260348
Issuing Office File No.: 260348
Property Address: 300 N, Warsaw, IN 46582
W 300 N, Warsaw, IN 46582
W 300 N, Warsaw, IN 46582

SCHEDULE A

1. Commitment Date: August 18, 2026 at 08:00 AM

2. Policy to be issued:

   a. ALTA Owner's Policy 2021
   Proposed Insured: TBD
   Proposed Amount of Insurance: TBD
   The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

   Fee Simple

4. The Title is, at the Commitment Date, vested in:

   Polk & Sons, Inc., an Indiana Corporation

5. The Land is described as follows:

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty. 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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TRACT 1: PARCEL NO. 43-06-35-400-161.000-019

Part of the West half of the Northwest Quarter of Section 35, Township 33 North, Range 5 East, Kosciusko County, Indiana, more particularly described as follows, to-wit:

Commencing at a P.K. nail found at the Northwest corner of said Northwest Quarter; thence North 89 degrees 43 minutes 30 seconds East (basis of bearings for this description is an assumed bearing of North 00 degrees 00 minutes East for the West line of the Southwest Quarter of Section 26, Township 33 North, Range 5 East), on and along the North line of said Northwest Quarter, a distance of 605.62 feet to a Mag nail at the true Point of Beginning; thence continuing North 89 degrees 43 minutes 30 seconds East, on and along said North line, being within the right-of-way of County Road 300 North, a distance of 719.11 feet to a Mag nail at the Northeast comer of the West half of said Northwest Quarter; thence South 00 degrees 20 minutes 42 seconds East, on and along the East line of said West half, a distance of 2424.52 feet to a rail iron post found at the point of intersection with the Northerly right-of-way line of U.S. Highway Number 30; thence South 89 degrees 57 minutes 55 seconds West, on and along said Northerly right-of-way line, a distance of 710.3 feet; thence South 88 degrees 03 minutes 22 seconds West, on and along said Northerly right-of-way line, a distance of 8.82 feet to an iron pin; thence North 00 degrees 20 minutes 42 seconds West, parallel to said East line, a distance of 2421.79 feet to the true Point of Beginning.

TRACT 2: PARCEL NO. 43-06-35-400-222.000-019

Part of the West half of the Northwest Quarter of Section 35, Township 33 North, Range 5 East, Kosciusko County, Indiana, more particularly described as follows, to-wit:

Commencing at a P.K. nail found at the Northwest corner of said Northwest Quarter; thence North 89 degrees 43 minutes 30 seconds East (basis of bearings for this description is an assumed bearing of North 00 degrees 00 minutes East for the West line of the Southwest Quarter of Section 26, Township 33 North, Range 5 East), on and along the North line of said Northwest Quarter, a distance of 188.05 feet to a Mag nail at the true Point of Beginning; thence continuing North 89 degrees 43 minutes 30 seconds East, on and along said North line, being within the right-of-way of County Road 300 North, a distance of 417.57 feet to a Mag nail; thence South 00 degrees 20 minutes 42 seconds East, parallel to the East line of the West half of said Northwest Quarter, a distance of 2421.79 feet to an iron pin on the Northerly right-of-way line of U.S. Highway Number 30; thence South 88 degrees 03 minutes 22 seconds West, on and along said Northerly right-of-way line, a distance of 291.35 feet; thence South 89 degrees 57 minutes 55 seconds West, on and along said Northerly right-of-way line, a distance of 126.34 feet to an iron pin; thence North 00 degrees 20 minutes 42 seconds West, parallel to said East line, a distance of 2429.75 feet to the true Point of Beginning.

TRACT 3: PARCEL NO. 43-06-35-400-077.000-019

Part of the West half of the Northwest Quarter of Section 35, **together** with part of the Northeast Quarter of Section 34, all being in Township 33 North, Range 5 East, Kosciusko County, Indiana, and all together being more particularly described as follows, to-wit:

Beginning at a P.K. nail found at the Northwest corner of the Northwest Quarter of said Section 35; thence North 89 degrees 43 minutes 30 seconds East (basis of bearings for this description is an assumed bearing of

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North 00 degrees 00 minutes East for the West line of the Southwest Quarter of Section 26, Township 33 North, Range 5 East), on and along the North line of the Northwest Quarter of said Section 35, being within the right-of-way of County Road 300 North, a distance of 188.05 feet to a Mag nail; thence South 00 degrees 20 minutes 42 seconds East, parallel to the East line of the West half of the Northwest Quarter of said Section 35, a distance of 2429.75 feet to an iron pin on the Northerly right-of-way line of U.S. Highway Number 30; thence South 89 degrees 59 minutes 55 seconds West, on and along said Northerly right-of-way line, a distance of 417.09 feet to a rail iron post found; thence North 00 degrees 21 minutes 02 seconds West, on and along a line established by existing monuments found, a distance of 2430.04 feet to a Mag nail on the North line of the Northeast Quarter of said Section 34; thence South 89 degrees 45 minutes 55 seconds East, on and along said North line, being within the right-of-way of County Road 300 North, a distance of 229.28 feet (recorded 14 rods which equals 231 feet) to the Point of Beginning.

Heritage Parke Title, LLC

_____
Stephanie J. Douwsma, Authorized Signatory

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty. 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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ISSUED BY
STEWART TITLE GUARANTY

File No.: 260348 **Commitment No.:** 260348

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. Instrument in insurable form which must be properly executed, delivered and duly
   a. Warranty Deed from Fee Owner(s) to Proposed Insured Owner(s)
   b. Mortgage securing loan of Proposed Insured Mortgagee, if any
   c. Release(s) of Mortgage(s) as shown in Schedule B, II, if any

6. Effective July 1, 2009, IC 27-7-3.7 concerning Good Funds in real estate transactions requires funds from any party to the transaction in amounts over $10,000.00 to be in the form of an irrevocable wire transfer. Funds in an amount less than $10,000.00 must be Good Funds in accordance with IC 27-7-3.7.

7. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless it includes the following 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)." Indiana Code Section 36-2-11-15.

8. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

9. By virtue of Indiana Code 27-7-3.6, a fee of $5.00 will be collected from the purchaser of each policy for each policy issued in conjunction with a closing on or after July 1, 2006. The fee should be designated as TIEFF (Title Insurance Enforcement Fund Fee) Charge.

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AMERICAN LAND TITLE ASSOCIATION

10. Effective July 1, 2013, Senate Enrolled Act 370 (P.L. 80-213) requires title companies to charge a fee for closing protection letters in real estate transactions in which a title insurance company or its authorized agents is the settlement agent. In residential transactions, the closing protection letters are mandatory and must be issued to each party. In commercial transactions, closing protection letters are available upon request.

11. We must be provided with a copy of the Certificate and Articles of Incorporation for Polk & Sons Inc stating that it is an established corporation in the State of Indiana.

12. We must be provided with written consent or resolution of Managers, if manager managed then manager written consent, of persons authorized to sign.

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SCHEDULE B, PART II
Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

2. Rights or claims of parties in possession not shown by the public record.

3. Easements or claims of easements, not shown by the public records.

4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.

5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public record.

6. Taxes or special assessments which are not shown as existing liens by the public records.

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7. Taxes for the year 2025 payable in 2026 are as follows:
Parcel Number: 43-06-35-400-161.000-019 **(TRACT 1)**
Township: Prairie
Assessed in the name of: Polk & Sons Inc
Legal: 021-138-002 W 1/2 Nw 35-33-5 40.00A Per Survey

Spring Installment	$510.87 - PAID
Fall Installment	$510.87 - PAID
Assessed Valuations:	2025-2026
Land	$89300
Improvements	$0
Exemptions (Homeowners)	$0
Exemptions (Supp. HC)	$0
Exemptions (OTHER)	$5358
Net Valuations	$83942

Taxes for the year 2026 are now a lien but are not due and payable until 2027

8. Taxes for the year 2025 payable in 2026 are as follows:
Parcel Number: 43-06-35-400-222.000-019 **(TRACT 2)**
Township: Prairie
Assessed in the name of: Polk & Sons Inc
Legal: 021-138-002.A Pt W 1/2 W 1/2 Nw 35-33-5 23.27A Per Survey

Spring Installment	$301.49 - PAID
Fall Installment	$301.49 - PAID
Assessed Valuations:	2025-2026
Land	$52700
Improvements	$0
Exemptions (Homeowners)	$0
Exemptions (Supp. HC)	$0
Exemptions (OTHER)	$3162
Net Valuations	$49538

Taxes for the year 2026 are now a lien but are not due and payable until 2027

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9. Taxes for the year 2025 payable in 2026 are as follows:
Parcel Number: 43-06-34-100-077.000-019 **(TRACT 3)**
Township: Prairie
Assessed in the name of: Polk & Sons Inc
Legal: 021-133-001 Pt E1/2 E1/2 E1/2 Ne 34-33-5 & Pt W1/2 W1/2 W1/2 Nw 35-33-5 23.27A Per Survey

Spring Installment	$296.34 - PAID
Fall Installment	$296.34 - PAID
Assessed Valuations:	2025-2026
Land	$51800
Improvements	$0
Exemptions (Homeowners)	$0
Exemptions (Supp. HC)	$0
Exemptions (OTHER)	$3108
Net Valuations	$48692

Taxes for the year 2026 are now a lien but are not due and payable until 2027

10. Subject to Right of Way Easement between First National Bank of Warsaw, Trustee of the Trust of Everett L. Vandermark and Trust of Ethel A. Vandermark as Grantor and PSI Energy, Inc., an Indiana corporation as Grantee, dated July 3 1991 and recorded on August 9, 1991 as Instrument No. 346-500, Kosciusko County Records.

11. Subject to survey by J.K. Walker & Associates, P.C. completed by Kevin R. Michel, license no. 870006 as Job No. JD-176, dated March 26, 2002 and recorded on June 25, 2002 as Instrument No. 2002061484, Kosciusko County Records.

12. Right-of-way of US 30 along the South side of said tracts.

13. Right-of-way of 300 N along the North side of said tracts.

14. Riparian rights are neither guaranteed nor insured; riparian or littoral rights of others in and to the ditch, stream or other body of water on, or through, the insured real estate described herein.

15. Rights of way for drainage tiles, feeders and laterals, if any.

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Parcel No. 58A 019667

Kosciusko County

#974.42 Beaver Dam Switching
Station to Indiana State Line

Prairie Township

ORIGINAL

RIGHT OF WAY EASEMENT

THIS INDENTURE, made this 3 day of July, 1991, by and between First National Bank of Warsaw, Trustee of the Trust of Everett L. Vandermark and Trust of Ethel A. Vandermark, whose address is P. O. Box 1447, Warsaw, Indiana, 46581-1447, of the County of Kosciusko, State of Indiana, (hereinafter called the "Grantor", whether one or more) and PSI ENERGY, INC., an Indiana corporation, and its successors and assigns, (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 and perpetual right-of-way and easement for the transmission of electricity and communications, together with the right to Grantee to locate, relocate, construct, reconstruct, erect, operate, use, repair, maintain, add, renew, remove, inspect, and patrol, at any and all times, supporting structures, such as poles or towers, conductors, and all necessary or useful facilities and equipment with respect to the transmission of electricity and communications, including crossarms, wires, cables, guys, anchors, grounding system and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, under, through and across the following described real estate (hereinafter called "Easement Area") situated in Prairie Township, in the County of Kosciusko, and State of Indiana, to-wit:

Beginning at the Southeast property corner of the land of the Grantor; thence West on and along the South property line of the land of the Grantor a distance of 28.4 feet to a point; thence on a bearing of North 6 degrees 10 minutes 23 seconds East for a distance of approximately 212.8 feet to the East property line of the land of the Grantor; thence South on and along the East property line of the land of the Grantor a distance of approximately 211.1 feet to the Southeast property corner of the land of the Grantor and the place of beginning of this description.

Which parcel of land is located in that part of the land of the Grantor, which lies in the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 35, Township 33 North, Range 5 East, as recorded in Deed Record 316, Page 641 and 642 in the Office of the Recorder of Kosciusko County, Indiana, and containing in the above described easement strip 0.07 acres, more or less.

Legal description prepared by Marbach & Brady Land Surveying, Inc. 5-14-91

38483 CP TPC

RECEIVED FOR RECORD
2:09 o'clock P M. and Recorded in
Deed Record 346 Page 500

AUG - 9 1991

Alice I Anglin
RECORDER of KOSCIUSKO COUNTY

9.00

LF 52-109 (R 2/91)

TOGETHER with the right to the Grantee:

1. To cutdown, trim, control, or eliminate, by chemical or other means, any trees, overhanging branches and vegetation from the Easement Area and within twenty-five (25) feet thereof on on either side adjacent lands of the Grantor; and,
2. To remove any obstructions from the Easement Area which in the judgment of the Grantee may endanger the safety or reliability of Grantee's Facilities, or may otherwise interfere with Grantee's use or enjoyment of this Easement; and,
3. Of ingress and egress to, over, and from any necessary portion of Grantor's real estate to the Easement Area, by way of established roads or lanes where available, at any and all times for the purpose of exercising and enjoying any and all the rights hereby vested in Grantee.

It is understood and agreed:

1. Grantee shall promptly repair or replace all fences, gates, drains or ditches damaged or destroyed by it or its agents and shall pay Grantor all damages done to crops and livestock caused by the construction, operation and maintenance of Grantee's Facilities, including damages occasioned by Grantee's ingress and egress activities; **provided**, claims for such damages, if any, are filed with the Grantee at its office at 1000 East Main Street, Plainfield, Indiana 46168, or with Grantee's agent, within thirty (30) days after such damages occur; **provided**, if such damages are not reasonably discoverable by the Grantor, such time limitations shall commence only after the Grantor has reasonable notice and/or awareness of such damages.
2. Grantor shall have the right to cultivate or otherwise use the Easement in any way not inconsistent with the Easement and rights hereby granted; **provided**, the Grantor, including successors and assigns, shall not cause any building, structure or obstruction to be constructed or placed upon any portion of the Easement.
3. Grantor hereby consents and agrees that this Right-of-Way Easement, and all rights conveyed to Grantee hereunder, may be assigned or transferred by Grantee at any time without further consent on the part of Grantor.
4. This indenture contains all the terms and conditions of this Easement, expressed or implied, between the parties hereto and supercedes all prior discussions or agreements with respect to this Easement; and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective representatives, heirs, successors, assigns, lessees, and licensees.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on the day and year first above written.

FIRST NATIONAL BANK OF WARSAW, TRUSTEE
OF THE TRUST OF EVERETT L. VANDERMARK

By: John W Elliott (SEAL)
John W. Elliott-Trust Officer

FIRST NATIONAL BANK OF WARSAW, TRUSTEE
OF THE TRUST OF ETHEL A. VANDERMARK

By: John W Elliott (SEAL)
John W. Elliott Trust Officer

STATE OF INDIANA)
COUNTY OF Kosciusko) SS:

Personally appeared before me, the undersigned, a Notary Public in and for the said county and state John W. Elliott, Trust Officer of the First National Bank of Warsaw, as Trustee of the Trust of Everett L. Vandermark, and acknowledged the execution of the foregoing instrument to be His voluntary act and deed.

WITNESS my hand and notarial seal, this 3 day of July, 19 91.

Peggy Terhaar
Notary Public

My Commission Expires October 6, 1992
My County of Residence Kosciusko

Peggy Terhaar
Printed Name

STATE OF INDIANA)
COUNTY OF Kosciusko) SS:

Personally appeared before me, the undersigned, a Notary Public in and for the said county and state John W. Elliott, Trust Officer of the First National Bank of Warsaw, as Trustee of the Trust of Ethel A. Vandermark, and acknowledged the execution of the foregoing instrument to be His voluntary act and deed.

WITNESS my hand and notarial seal, this 3 day of July, 19 91.

Peggy Terhaar
Notary Public

My Commission Expires October 6, 1992
My County of Residence Kosciusko

Peggy Terhaar
Printed Name

This instrument was prepared by:

JOHN B. SCHEIDLER
Attorney At Law
1000 East Main Street
Plainfield, Indiana 46168
Telephone: (317) 838-1839

Approved as to:

Form	Execution	Recording
JBS 6-14-91	JBS 7-16-91	

2002061484
Prairie Twp
6/25/2002

J.K. Walker & Associates, P.C.

Civil Engineering and Land Surveying
Jerry K. Walker, P.E. & L.S.
William D. Kyler, L.S.
Kevin R. Michel, P.E. & L.S.
112 West Van Buren St. Columbia City, IN 46725
Phone 244-3640
Fax 244-4640

CERTIFICATE OF SURVEY

This document is a record of a resurvey of land and real estate prepared in conformity with the established rules of surveying and made in accordance with the records or plat in the Recorder's office of Kosciusko County, State of Indiana. The land described exists in full dimensions as shown hereon in feet. It is free from encroachments by adjoining land owners unless specifically stated below. Corners were perpetuated as indicated.

DESCRIPTION OF REAL ESTATE

TRACT I

Part of the West half of the Northwest Quarter of Section 35, together with part of the Northeast Quarter of Section 34, all being in Township 33 North, Range 5 East, Kosciusko County, Indiana, and all together being more particularly described as follows, to wit:

Beginning at a P.K. nail found at the Northwest corner of the Northwest Quarter of said Section 35; thence N89°-43'-30"E (basis of bearings for this description is an assumed bearing of N00°-00'E for the West line of the Southwest Quarter of Section 26, Township 33 North, Range 5 East), on and along the North line of the Northwest Quarter of said Section 35, being within the right-of-way of County Road 300N, a distance of 188.05 feet to a Mag nail; thence S00°-20'-42"E, parallel to the East line of the West half of the Northwest Quarter of said Section 35, a distance of 2429.75 feet to an iron pin on the Northerly right-of-way line of U.S. Highway Number 30; thence S89°-59'-55"W, on and along said Northerly right-of-way line, a distance of 417.09 feet to a rail iron post found; thence N00°-21'-02"W, on and along a line established by existing monuments found, a distance of 2430.04 feet to a Mag nail on the North line of the Northeast Quarter of said Section 34; thence S89°-45'-55"E, on and along said North line, being within the right-of-way of County Road 300N, a distance of 229.28 feet (recorded 14 rods which equals 231 feet) to the point of beginning, containing 23.268 acres of land, more or less, subject to legal right-of-way for County Road 300N, subject to all legal drain easements and all other easements of record.

This property is not in a flood plain (In Zone C) as defined by the Flood Insurance Rate Map for Kosciusko County, Indiana, Map Number 18085C-0059C and 0060C, dated Feb. 4, 1987.

KEVIN R. MICHEL
REGISTERED
No. 870006
STATE OF
INDIANA
LAND SURVEYOR

LASHAWN BRUMFIELD 5P
KOSCIUSKO COUNTY
F 2002061484 Page 1 of 5
TNP Date 06/25/2002 Time 15:19:37
RECORDING FEE: 20.00

I hereby certify on the 26th day of March, 2002, that the above survey is correct.

Surveyed for: Vandermark, Everett L. / Ethel A. (Trust)

Survey No.: JD-176

J.K. Walker & Associates, P.C.

Civil Engineering and Land Surveying
Jerry K. Walker, P.E. & L.S.
William D. Kyler, L.S.
Kevin R. Michel, P.E. & L.S.
112 West Van Buren St. Columbia City, IN 46725
Phone 244-3640
Fax 244-4640

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DESCRIPTION OF REAL ESTATE

TRACT II

Part of the West half of the Northwest Quarter of Section 35, Township 33 North, Range 5 East, Kosciusko County, Indiana, more particularly described as follows, to wit:

Commencing at a P.K. nail found at the Northwest corner of said Northwest Quarter; thence N89°-43'-30"E (basis of bearings for this description is an assumed bearing of N00°-00'E for the West line of the Southwest Quarter of Section 26, Township 33 North, Range 5 East), on and along the North line of said Northwest Quarter, a distance of 188.05 feet to a Mag nail at the true point of beginning; thence continuing N89°-43'-30"E, on and along said North line, being within the right-of-way of County Road 300N, a distance of 417.57 feet to a Mag nail; thence S00°-20'-42"E, parallel to the East line of the West half of said Northwest Quarter, a distance of 2421.79 feet to an iron pin on the Northerly right-of-way line of U.S. Highway Number 30; thence S88°-03'-22"W, on and along said Northerly right-of-way line, a distance of 291.35 feet; thence S89°-57'-55"W, on and along said Northerly right-of-way line, a distance of 126.34 feet to an iron pin; thence N00°-20'-42"W, parallel to said East line, a distance of 2429.75 feet to the true point of beginning, containing 23.268 acres of land, more or less, subject to legal right-of-way for County Road 300N, subject to all legal drain easements and all other easements of record.

This property is not in a flood plain (In Zone C) as defined by the Flood Insurance Rate Map for Kosciusko County, Indiana, Map Number 18085C-0059C and 0060C, dated Feb. 4, 1987.

KEVIN R. MICHEL REGISTERED No.870006 STATE OF INDIANA LAND SURVEYOR

I hereby certify on the 26th day of March, 2002, that the above survey is correct.

Surveyed for: Vandermark, Everett L. / Ethel A. (Trust)

Survey No.: JD-176

J.K. Walker & Associates, P.C.

Civil Engineering and Land Surveying
Jerry K. Walker, P.E. & L.S.
William D. Kyler, L.S.
Kevin R. Michel, P.E. & L.S.
112 West Van Buren St, Columbia City, IN 46725
Phone 244-3640
Fax 244-4640

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DESCRIPTION OF REAL ESTATE

TRACT III

Part of the West half of the Northwest Quarter of Section 35, Township 33 North, Range 5 East, Kosciusko County, Indiana, more particularly described as follows, to wit:

Commencing at a P.K. nail found at the Northwest corner of said Northwest Quarter; thence N89°-43'-30"E (basis of bearings for this description is an assumed bearing of N00°-00'E for the West line of the Southwest Quarter of Section 26, Township 33 North, Range 5 East), on and along the North line of said Northwest Quarter, a distance of 605.62 feet to a Mag nail at the true point of beginning; thence continuing N89°-43'-30"E, on and along said North line, being within the right-of-way of County Road 300N, a distance of 719.11 feet to a Mag nail at the Northeast corner of the West half of said Northwest Quarter; thence S00°-20'-42"E, on and along the East line of said West half, a distance of 2424.52 feet to a rail iron post found at the point of intersection with the Northerly right-of-way line of U.S. Highway Number 30; thence S89°-57'-55"W, on and along said Northerly right-of-way line, a distance of 710.3 feet; thence S88°-03'-22"W, on and along said Northerly right-of-way line, a distance of 8.82 feet to an iron pin; thence N00°-20'-42"W, parallel to said East line, a distance of 2421.79 feet to the true point of beginning, containing 40.000 acres of land, more or less, subject to legal right-of-way for County Road 300N, subject to all legal drain easements and all other easements of record.

This property is not in a flood plain (In Zone C) as defined by the Flood Insurance Rate Map for Kosciusko County, Indiana, Map Number 18085C-0059C and 0060C, dated Feb. 4, 1987.



I hereby certify on the 26th day of March, 2002, that the above survey is correct.

Surveyed for: Vandermark, Everett L. / Ethel A. (Trust)

Survey No.: JD-176

J.K. Walker & Associates, P.C.

Civil Engineering and Land Surveying
Jerry K. Walker, P.E. & L.S.
William D. Kyler, L.S.
Kevin R. Michel, P.E. & L.S.
112 West Van Buren St. Columbia City, IN 46725
Phone 244-3640
Fax 244-4640

SURVEYOR'S REPORT

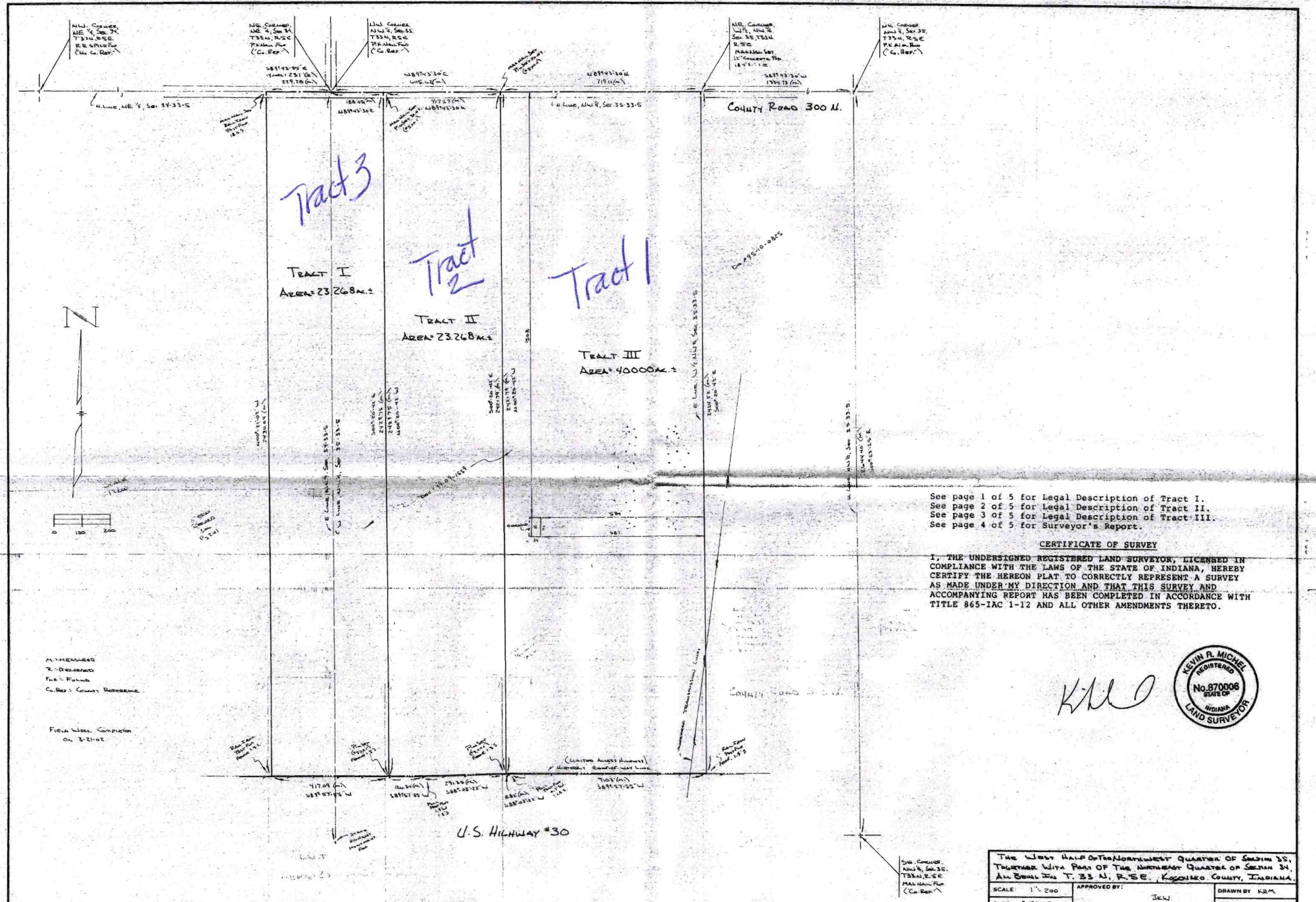
In accordance with the Title 865 IAC 1-12 "Rule 12" of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties of the location of the lines and corners established on this survey as a result of: Availability and condition of referenced monuments, occupation or possession lines, clarity or ambiguity of the record description used and/or adjoiner's descriptions, and the theoretical uncertainty of the measurements.

1. The Theoretical Uncertainty (due to random errors in measurement) of the corners of the subject tract established by this survey is within the specifications for a Class C Survey (+- 0.50 feet) as described in IAC 865.
2. For Variances, Discrepancies and Inconsistencies see plat of survey, description and Notes below.
3. This survey is subject to any facts and/or easements that may be disclosed by a full and accurate title search. The undersigned should be notified of any additions or revisions that are required.
4. For monuments found and set, see survey. All pins set are #5 Rebars with caps marked "Walker". Origin of monuments unknown unless noted on survey.
5. The Northwest and Northeast corners of the Northwest Quarter of said Section 35 are county referenced. A P.K. nail was found at each of these corners.
   The Southeast corner of the Northwest Quarter of said Section 35 is county referenced. A Mag nail was found at this corner.
   The Northwest corner of the Northeast Quarter of said Section 34 is not county referenced. A railroad spike was found at this corner.
   If the Kosciusko County Surveyor locates or establishes the unreferenced Northwest corner of the Northeast Quarter of said Section 34, the location of certain corners and lines of the surveyed tract may vary.
   The Northeast corner of the West half of the Northwest Quarter of said Section 35 was established by bi-secting the measured length of the North line of the Northwest Quarter of said Section 35. A Mag nail is located at this corner.
   The East line of the West half of the Northwest Quarter of said Section 35 was established by existing monuments found.
   The West line of Tract I was established by a rail iron post found at the Southwest corner of said tract and a rail iron post found at a point 18.0 feet South of the Northwest corner of said tract.
6. Certain monuments are referenced as shown on this survey.
7. Existing fences are as shown on this survey.
8. Existing overhead transmission line is as shown on this survey. The undersigned was not provided with any easement for this transmission line.
9. The Kosciusko County Surveyor's Legal Drain Map shows a legal tile drain in the Southeast part of the surveyed Tract III. Legal tile drains have 75-foot wide drainage easements on each side of the tile. This tile drain is not shown on this survey.
10. State Highway Plans for U.S. Highway Number 30 were used as a reference.
    Reference surveys by Walker & Associates, dated 05-24-92, 11-18-92, 06-12-95, 05-27-97, 09-21-98.
11. The surveyed tracts are part of a larger tract recorded in Document Number 99-09-1559, in the records of Kosciusko County, Indiana.



Date: 3/26/02
Name: Vandermark, Everett L. / Ethel A. (Trust)
Address:

Survey#: JD-176



M = Measured
R = Recorded
Fnd = Found
Co. Rec. = County Reference

Field Work Completed on 3-21-02

See page 1 of 5 for Legal Description of Tract I.
See page 2 of 5 for Legal Description of Tract II.
See page 3 of 5 for Legal Description of Tract III.
See page 4 of 5 for Surveyor's Report.

CERTIFICATE OF SURVEY

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, HEREBY CERTIFY THE HEREON PLAT TO CORRECTLY REPRESENT A SURVEY AS MADE UNDER MY DIRECTION AND THAT THIS SURVEY AND ACCOMPANYING REPORT HAS BEEN COMPLETED IN ACCORDANCE WITH TITLE 865-IAC 1-12 AND ALL OTHER AMENDMENTS THERETO.

KEVIN R. MICHEL REGISTERED No. 870006 STATE OF INDIANA LAND SURVEYOR

The West Half of the Northwest Quarter of Section 35, Together With Part of the Northeast Quarter of Section 34, All Being In T. 33 N., R. 5E., Kosciusko County, Indiana.

SCALE: 1" = 200	APPROVED BY: JKW	DRAWN BY: KRM
DATE: 3-26-02		REVISED

For: Vandermark, Everett L. & Ethel A. Trust

By: Walker And Associates
112 W. VanBuren Street, Columbia City, Indiana

DRAWING NUMBER: JD-176