

STEUBEN COUNTY, IN

# Important **LAND AUCTION**

at the Ashley Fire Department  
Online Bidding Available

**TUESDAY, MAY 24 • 6:00PM**

# 63.83± acres

OFFERED IN 1 TRACT

- Majority Tillable Acres
- 2022 Farming Rights
- Diversified Oil & Gas Income
- Immediate Possession Available



**800.451.2709**  
**SchraderAuction.com**

## Information **BOOKLET**



# Disclaimer

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.



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

800.451.2709 | 260.244.7606 | [www.schraderauction.com](http://www.schraderauction.com)

Follow us and download our Schrader iOS app



*Auction Manager*

Dean Rummel • 260.343.8511 • [dean@schraderauction.com](mailto:dean@schraderauction.com)

## AUCTION TERMS & CONDITIONS

**PROCEDURE:** The property will be offered in 1 tract as a total 63.83± acre unit.

**DOWN PAYMENT:** 10% down payment on the day of auction. The down payment may be made in the form of cashier's check, personal check or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.

**ACCEPTANCE OF BID PRICE:** The successful bidder will be required to enter into a Purchase Agreement at the auction site immediately following the close of the auction. The final bid price is subject to the Seller's acceptance or rejection.

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

**DEED:** Seller shall provide Warranty Deed.

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

**IRRIGATION EQUIPMENT:** All irrigation equipment is owned by the tenant. The new buyer will have no right to the irrigation equipment currently located on the property.

**POSSESSION:** Immediate Possession available.

**REAL ESTATE TAXES:** Seller shall pay 2021

real estate taxes due and payable in 2022. Buyer shall assume any taxes thereafter.

**OIL AND MINERALS:** All mineral rights, if any, are to be conveyed to the new buyer subject to the current lease. New buyer will receive any future income as it correlates to the inactive well on the north side of the tract. The well equipment is owned by the tenant and will not be conveyed to the new buyer.

**PROPERTY INSPECTION:** Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries and due diligence concerning the property. Inspection dates has been scheduled and will be staffed with auction personnel. Further, Seller disclaims any and all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

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

**SURVEY:** Any need for a new survey shall be determined solely by the Seller.

**AGENCY:** Schrader Real Estate & 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 an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.

**OWNER:** Roberta J Bennett & Janet Carpenter

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# **BIDDER PRE-REGISTRATION FORM**

**TUESDAY, MAY 24, 2022**

**63.83+ ACRES – ASHLEY, 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 Tuesday, May 17, 2022.  
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**  
**63.83± Acres • Steuben County, Indiana**  
**Tuesday, May 24, 2022**

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 Tuesday, May 24, 2022 at 6:00 PM.
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:

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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, Tuesday, May 17, 2022**. 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

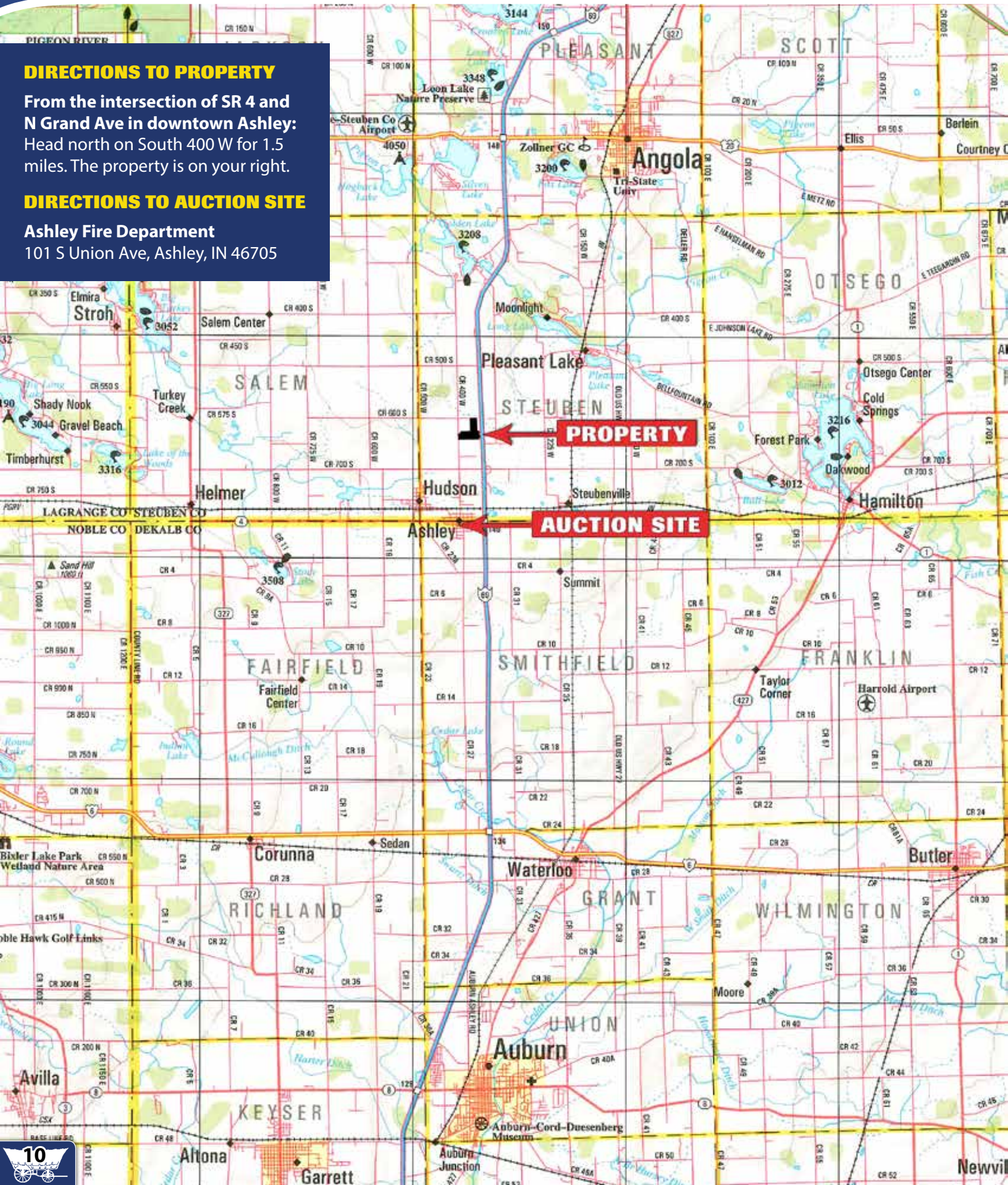
# LOCATION MAP

## DIRECTIONS TO PROPERTY

From the intersection of SR 4 and N Grand Ave in downtown Ashley: Head north on South 400 W for 1.5 miles. The property is on your right.

## DIRECTIONS TO AUCTION SITE

**Ashley Fire Department**  
101 S Union Ave, Ashley, IN 46705



# TRACT MAP & DESCRIPTION

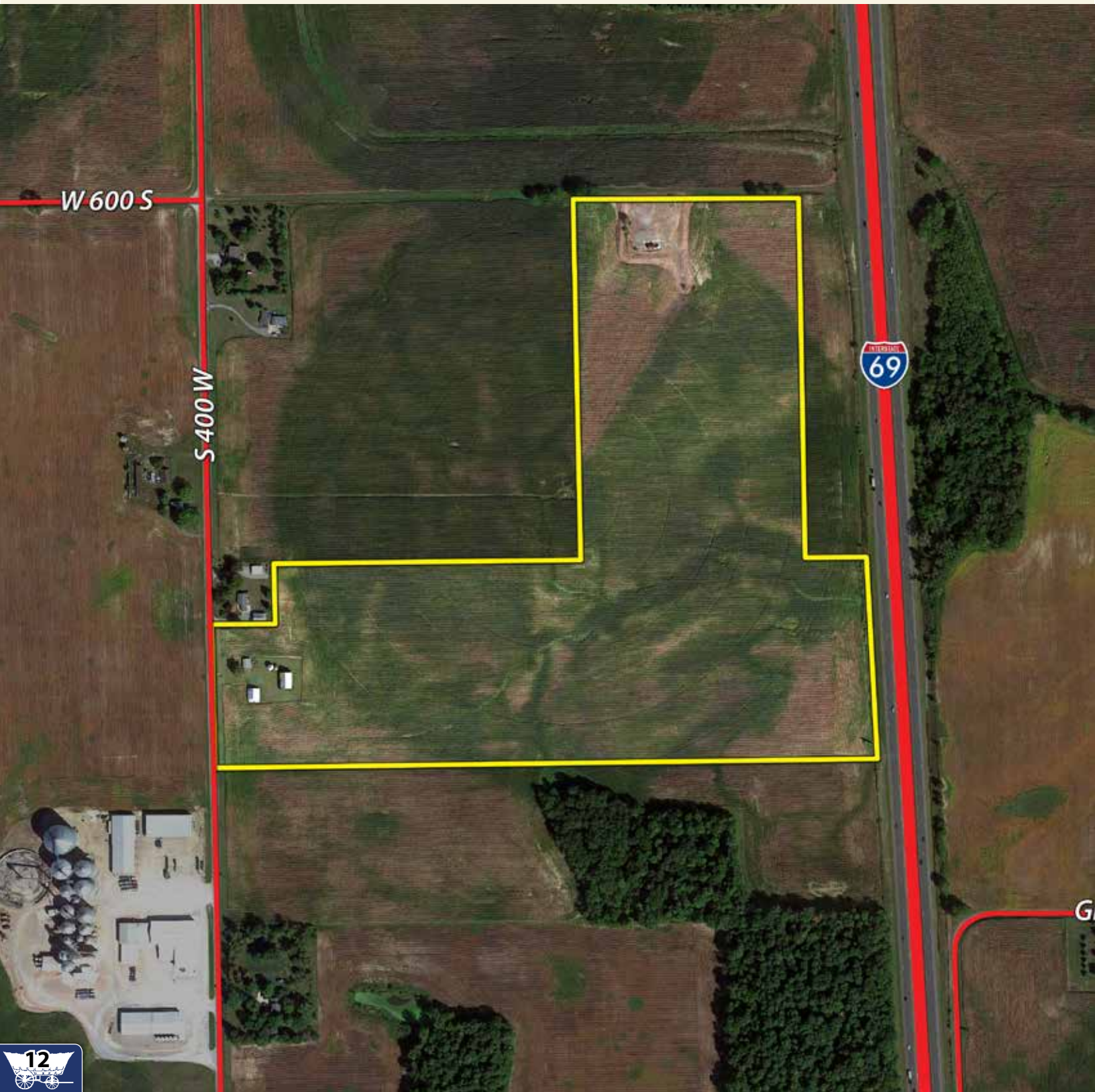
## TRACT MAP & DESCRIPTION

*The Carpenter Farm* is an excellent opportunity to purchase a high percentage of productive tillable farmland in Steuben County just north of Ashley! The farm is comprised of a high percentage of Crosier loam, Miami loam, and Brookston loam soils.

## INSPECTION DATES

Thursday, May 5 • 3:00 - 5:00pm  
Tuesday, May 17 • 3:00 - 5:00pm

**TRACT 1: 70± acres** of majority tillable farmland that offers good soils and great visibility from I-69. Details correlated to the oil and gas lease can be found online at [schraderauction.com](http://schraderauction.com), or by requesting an information book. The property also contains several barns, a garage, and a small grain bin setup.



# **SURVEY INFORMATION**

# SURVEY INFORMATION

Prepared For:  
Carpenter - Bennett Farm  
370 W 400 N  
Columbia City, IN 46723  
Page 2 of 2

Prepared By:  
Taylor Land Surveying Inc.  
1240 S 1150 E  
LaGrange, IN 46761  
Job # 22057

## LAND DESCRIPTION: TRACT I

Part of the Northwest Quarter of Section 29, Township 36 North, Range 13 East, Steuben Civil Township, Steuben County, Indiana, being an original survey by Benjamin R. Taylor (LS #21300008) for Taylor Land Surveying (Job #22057), certified on April 20, 2022 and bounded as follows:

Commencing at #5 rebar at the Southwest corner of said Quarter; thence North 01°16'11" West (Basis of Bearing: IN East State Plane, NAD 83, Ground Distance) 577.12 feet along the west line of said Quarter to a Cotton Gin Spike with a BR Taylor washer at the point of beginning; thence continuing North 01°16'11" West 524.43 feet to a BR Taylor Gin Spike at the southwest corner of land described in Deed Record 1706-0246; thence along said Deed the following 2 calls: North 89°08'39" East 229.15 feet to a #5 MBS capped rebar, North 01°16'11" West 219.45 feet to a #5 BR Taylor capped rebar being on the north line of the south half of said Quarter and the south line of land described in Deed Record 0801-0317; thence along said Deed the following 2 calls: North 89°08'39" East 1106.95 feet to a BR Taylor rebar at the southwest corner of the Northeast Quarter of said Northwest Quarter, North 01°17'45" West 1312.37 feet to a BR Taylor rebar at the northwest corner of the Northeast Quarter of said Northwest Quarter; thence North 89°30'52" East 814.92 feet along the north line of said Quarter to a BR Taylor rebar on the east line of the west 24 acres; thence South 01°17'45" East 1307.10 feet to a BR Taylor rebar on the north line said half; thence North 89°08'39" East 214.24 feet, along the north line of said half and the south line of the plat of Marbo Acres III and its extension to a BR Taylor rebar on the west right-of-way line of Interstate 69; thence South 03°17'48" East 735.10 feet along said right-of-way line to a BR Taylor rebar; thence South 88°55'09" West 2398.62 feet to the point of beginning. The above described tract contains 63.83 acres, more or less, and is subject to all easements and rights-of-way on record.

## LAND DESCRIPTION: TRACT II

Part of the Northwest Quarter of Section 29, Township 36 North, Range 13 East, Steuben Civil Township, Steuben County, Indiana, being an original survey by Benjamin R. Taylor (LS #21300008) for Taylor Land Surveying (Job #22057), certified on April 20, 2022 and bounded as follows:

Beginning at #5 rebar at the Southwest corner of said Quarter; thence North 01°16'11" West (Basis of Bearing: IN East State Plane, NAD 83, Ground Distance) 577.12 feet along the west line of said Quarter to a Cotton Gin Spike with a BR Taylor washer; thence North 88°55'09" East 2398.62 feet to a #5 BR Taylor rebar on the west right-of-way line of Interstate 69; thence South 03°17'48" East 577.55 feet along said right-of-way line to a BR Taylor rebar on the south line of said Quarter; thence South 88°55'09" West 2419.05 feet through a jack post to the point of beginning. The above described tract contains 31.91 acres, more or less, and is subject to all easements and rights-of-way on record.

CERTIFICATION: I hereby certify that I am a Professional Land Surveyor licensed in compliance with the laws of the State of Indiana; this plat correctly represents a survey made by me on **April 20, 2022** and that, to the best of my knowledge and belief, conforms to requirements set out in 865 IAC 1-12. All the monuments actually exist, and that their type, size and material are accurately shown. AFFIRMATION STATEMENT: I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



Benjamin R. Taylor  
LS #21300008, State of Indiana



## SURVEYOR'S REPORT

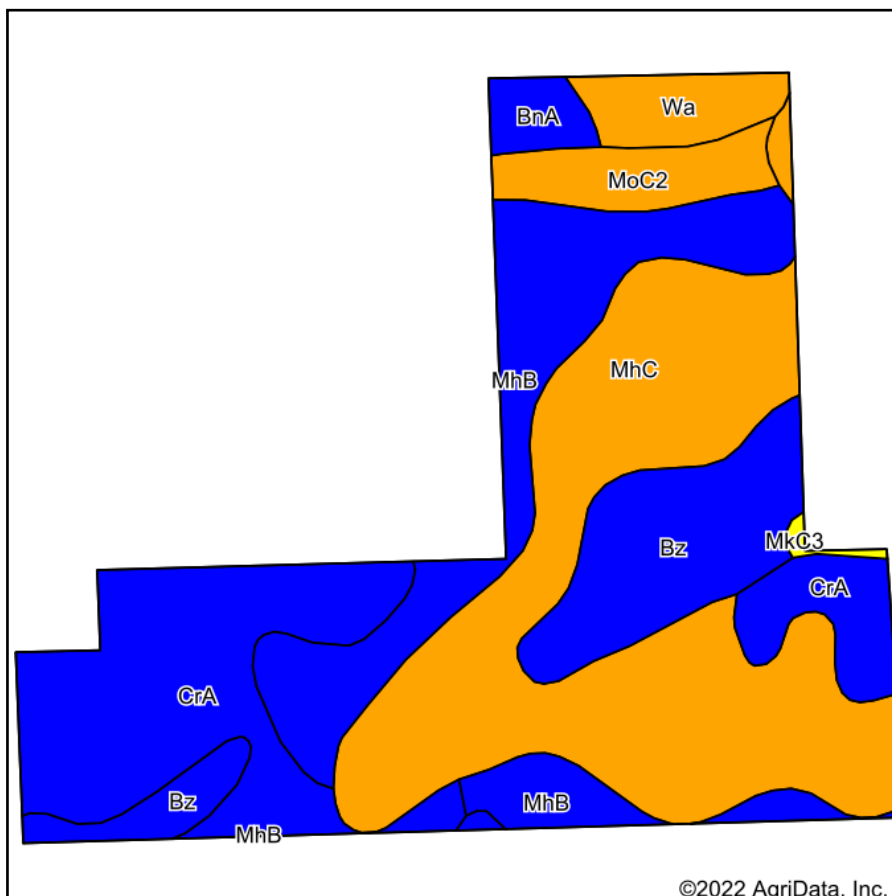
In accordance with 865 IAC 1-12-12, the SURVEYOR'S REPORT follows, including the surveyor's opinion of the uncertainty in those lines because of (A) availability and condition of reference monuments, (B) occupation lines, and (C) the ambiguity of the record description, and of adjoining land descriptions. The relative positional accuracy is within 0.25 feet plus 200 ppm. **Theory of location applied in establishing or retracing the lines and corners of the surveyed parcel: Part of Deed Record 1308-0466:** Monuments to establish the Northwest Quarter: A County referenced #5 rebar was found at the southwest corner of the Quarter. A 1.5 inch pipe was found at the northwest corner. A hole in a 2 inch flat bar was found at the northeast corner at the record location referenced in the Plat of Marbo Acres III recorded in deed record 1903-0371. A 1 inch bar was found at the southeast corner as referenced in said plat and a survey done by Russell Engineering Associates on November 13, 2000 (Job #0011-303) recorded in deed record 0101-0606. The Plat of Marbo Acres III was platted by John Kimpel & Associates on June 11, 2018. The west line of subject parcels is along the west line of said Quarter, the east lines of deed record 1706-0246, and deed record 0801-0317. The north line is along the north line of said Quarter and the south line Marbo Acres III and its extension. The east line is along the east line of 24 acres off the west line of the northeast Quarter of said Quarter and along the west right-of-way line of Interstate 69. The purpose of this survey is to separate 1/3 of the property for an auction. Measured distances between survey markers create an uncertainty of 0.4' north-south 0.1' east-west. All the section corner monuments were found in good condition and near grade, unless noted. Billboards were found along the east line of subject parcels and may signify some sort of easement. No other ambiguities were discovered in record documents. New corners set are 5/8" x 24" reinforcing bar with orange plastic caps imprinted "BR TAYLOR LS21300008", set near grade, or cotton gin spikes with a washer imprinted "BR TAYLOR LS21300008", set just below road grade. Lines of occupation are mostly unapparent as the entire parcel is being farmed with a center pivot crossing over the property. Lines of occupation do vary along deed record 1706-0246, where the mow lines are as much 24 feet east of the east line of said deed and 14 feet south of south line of said deed. The east line meanders along the right-of-way fence along Interstate 69. There is an apparent gap in title as much as 9.17 feet along the north line of said Quarter and 9.74 feet along the north line of the south half of said Quarter.



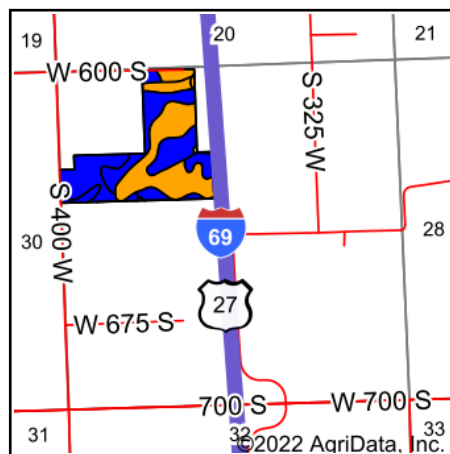


# SOILS MAP

# SOILS MAP



Soils data provided by USDA and NRCS.



State: **Indiana**  
 County: **Steuben**  
 Location: **29-36N-13E**  
 Township: **Steuben**  
 Acres: **63.49**  
 Date: **5/2/2022**



Maps Provided By  
**surety**  
 CUSTOMIZED ONLINE MAPPING  
 © AgriData, Inc. 2021 www.AgriDataInc.com



Area Symbol: IN151, Soil Area Version: 24

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	Oats Bu	Pasture AUM	Soybeans Bu	Winter wheat Bu
MhC	Miami loam, 6 to 12 percent slopes	23.38	36.8%		Ille	139	19	5	9			47	62
CrA	Crosier loam, 0 to 3 percent slopes	14.17	22.3%		Ilw	140	19	5			9	46	63
MhB	Miami loam, 2 to 6 percent slopes	11.48	18.1%		Ile	144	17	5			10	48	63
Bz	Brookston loam	8.07	12.7%		Ilw	175	24	6			12	49	70
MoC2	Morley silt loam, 6 to 12 percent slopes, eroded	2.78	4.4%		Ille	118	16	4	8			41	53
Wa	Wallkill silt loam	2.21	3.5%		Ilw	165	23	5			11	49	66
BnA	Blount silt loam, 0 to 2 percent slopes	1.20	1.9%		Ilw	141	1	5	9	4		46	63
MkC3	Miami clay loam, 6 to 12 percent slopes, severely eroded	0.20	0.3%		IVe	121		4			8	41	54
Weighted Average					2.45	144.7	18.9	5.1	3.8	0.1	5.8	47	63.2

Soils data provided by USDA and NRCS.

# TOPOGRAPHY MAP

# TOPOGRAPHY MAP



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

Source: USGS 3 meter dem

Interval(ft): 3.0

Min: 974.8

Max: 1,010.7

Range: 35.9

Average: 993.0

Standard Deviation: 8.14 ft

0ft 419ft 837ft



5/2/2022

**29-36N-13E**  
**Steuben County**  
**Indiana**

Map Center: 41° 33' 11.5, -85° 3' 40.44

Maps Provided By

**surety**  
CUSTOMIZED ONLINE MAPPING

AgriData, Inc. 2021 www.AgriDataInc.com

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# **FSA INFORMATION**

# FSA INFORMATION

INDIANA  
STEUBEN

Form: FSA-156EZ

See Page 3 for non-discriminatory Statements.



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

FARM : 5561

Prepared : 4/8/22 1:53 PM

Crop Year : 2022

Operator Name :

Farms Associated with Operator :

CRP Contract Number(s) : None  
Recon ID : 18-151-2016-43  
Transferred From : None  
ARCPLC G//F Eligibility : Eligible

### Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
123.47	114.33	114.33	0.00	0.00	0.00	0.00	0.00	Active	3
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	114.33	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	2.00	0.00	42	
Corn	101.23	0.00	118	76
Soybeans	9.57	0.00	40	0
<b>TOTAL</b>	<b>112.80</b>	<b>0.00</b>		

### NOTES

Tract Number : 708

Description : D7/2B SEC 29 T36N R13E  
FSA Physical Location : INDIANA/STEUBEN  
ANSI Physical Location : INDIANA/STEUBEN  
BIA Unit Range Number :  
HEL Status : HEL field on tract.Conservation system being actively applied  
Wetland Status : Wetland determinations not complete  
WL Violations : None  
Owners : ROBERTA BENNETT, JACK CARPENTER, JANET CARPENTER  
Other Producers : None

# FSA INFORMATION

INDIANA  
STEUBEN  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

FARM : 5561  
Prepared : 4/8/22 1:53 PM  
Crop Year : 2022

### Tract 708 Continued ...

Recon ID : None

#### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
93.67	86.29	86.29	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	86.29	0.00	0.00	0.00	0.00	0.00

#### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	77.80	0.00	119
Soybeans	7.08	0.00	41

**TOTAL** 84.88 0.00

#### NOTES

Tract Number : 12502

Description :  
FSA Physical Location : INDIANA/STEUBEN  
ANSI Physical Location : INDIANA/STEUBEN  
BIA Unit Range Number :  
HEL Status : NHEL: No agricultural commodity planted on undetermined fields  
Wetland Status : Wetland determinations not complete  
WL Violations : None  
Owners : JACK CARPENTER  
Other Producers : None  
Recon ID : 18-151-2016-46

#### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
9.66	7.90	7.90	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	7.90	0.00	0.00	0.00	0.00	0.00

#### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	0.56	0.00	42
Corn	6.60	0.00	114
Soybeans	0.70	0.00	39

**TOTAL** 7.86 0.00

#### NOTES

# FSA INFORMATION

INDIANA  
STEUBEN  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

FARM : 5561  
Prepared : 4/8/22 1:53 PM  
Crop Year : 2022

Tract Number : 12503

Description :

FSA Physical Location : INDIANA/STEUBEN

ANSI Physical Location : INDIANA/STEUBEN

BIA Unit Range Number :

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

Wetland Status : Wetland determinations not complete

WL Violations : None

Owners : JACK CARPENTER, JANET CARPENTER, ROBERTA BENNETT

Other Producers : None

Recon ID : 18-151-2016-46

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
20.14	20.14	20.14	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	20.14	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	1.44	0.00	42
Corn	16.83	0.00	114
Soybeans	1.79	0.00	39
<b>TOTAL</b>	<b>20.06</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, gender identity (including gender expression), sexual orientation, 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.

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# FSA INFORMATION

## USDA Farm 5561 Tract 708

Administered by: Steuben County, Indiana

Map prepared on: 9/5/2019

93.67 Tract acres  
86.29 Cropland acres  
0 CRP acres

CRP

CLU

**Steuben Co., IN**

### Wetland Determination Identifiers:

● Restricted Use

▼ Limited Restrictions

■ Exempt from Conservation Compliance Provisions



Source: Primarily USDA NAIP 2018 imagery; IDHS or Dynamap roads; FSA data 2019-09-03 10:57:23

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

CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
16	86.29	H	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



# **TAX STATEMENTS**

# TAX STATEMENTS



## Summary - Auditor's Office

**Parcel ID** 761129000011000017  
**Alternate ID** 11-29-000-011.000-21  
**Property Address**  
**Sec/Twp/Rng** 29/36/13  
**Tax Set** STEUBEN TWP  
**Subdivision** N/A  
**Brief Tax Description** S1/2 NW1/4 SEC 29 77.35A  
 (Note: Not to be used on legal documents)  
**Book/Page** 1308-0466 (8/20/2013)  
**Acres** 77.350  
**Class** 199 - Other agricultural use



## Owners - Auditor's Office

**Deeded Owner**  
[Bennett Roberta J 1/3int & Janet Carpenter 1/3int & Jack Carpenter 1/3int](#)  
 370 W 400 N  
 COLUMBIA CITY, IN 46725

## Taxing District - Assessor's Office

**County:** Steuben  
**Township:** STEUBEN TOWNSHIP  
**State District** 017 STEUBEN TOWNSHIP  
**Local District:** 21  
**School Corp:** M.S.D. STEUBEN COUNTY  
**Neighborhood:** 211067 AG/RURAL RES - HOMESITES

## Site Description - Assessor's Office

**Topography:** Flat  
**Public Utilities:** Electricity  
**Street or Road:** Paved  
**Area Quality:**  
**Parcel Acreage:** 77.35

## Land - Assessor's Office

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
Tillable Cropland	BZ	0	0	8.06	\$1,500.00	\$1,920.00	\$15,475.20	\$0.00	\$15,480.00
Woodland	BZ	0	0	4.67	\$1,500.00	\$1,920.00	\$8,966.40	(\$80.00)	\$1,790.00
Legal Ditch	BZ	0	0	11.38	\$1,500.00	\$1,920.00	\$21,849.60	(\$100.00)	\$0.00
Residential Excess Acreage	CRA	0	0	0.76	\$7,000.00	\$7,000.00	\$5,320.00	\$0.00	\$5,320.00
Woodland	CRA	0	0	.9	\$1,500.00	\$1,530.00	\$1,377.00	(\$80.00)	\$280.00
Land Used by Farm Buildings	CRA	0	0	.17	\$1,500.00	\$1,530.00	\$260.10	(\$40.00)	\$160.00
Tillable Cropland	CRA	0	0	20.54	\$1,500.00	\$1,530.00	\$31,426.20	\$0.00	\$31,430.00
Tillable Cropland	MHB	0	0	14.89	\$1,500.00	\$1,410.00	\$20,994.90	\$0.00	\$20,990.00
Road Right of Way	MHB	0	0	1.86	\$1,500.00	\$1,410.00	\$2,622.60	(\$100.00)	\$0.00
Woodland	MHB	0	0	.86	\$1,500.00	\$1,410.00	\$1,212.60	(\$80.00)	\$240.00
Tillable Cropland	MHC	0	0	13.23	\$1,500.00	\$1,275.00	\$16,868.25	\$0.00	\$16,870.00
Tillable Cropland	MKC3	0	0	.03	\$1,500.00	\$1,155.00	\$34.65	\$0.00	\$30.00

# TAX STATEMENTS

## Improvements - Assessor's Office

Descr	PC	Grade	Year Built	Eff Year	Cond	LCM	Size	Nbhd Factor	Mrkt Factor
Barn, Bank & Flat (T2) R 01	100	D	1900	1900	P	1.01	2128	1.51	0.65
Barn, Bank & Flat (T2) R 01	100	D	1900	1900	P	1.01	1280	1.51	0.65
Lean-To R 01	100	D	1900	1900	P	1.01	400	1.51	0
Steel Grain Bin R 01	100	C	1940	1940	A	1.01	153	1.51	0
Steel Grain Bin R 01	100	C	1979	1979	A	1.01	314	1.51	0
Detached Garage R 01	100	D	1960	1960	A	1.01	768	1.51	0

## Transfers - Assessor's Office

Date	New Owner	Doc ID	Book/Page	Sale Price
8/20/2013	BENNETT ROBERTA J 1/3INT & JANET CARPENTER 1/3INT	1308-0466		\$0.00
3/23/2010	CARPENTER DORIS V TRUST **			\$0.00
5/14/2008	CARPENTER ROBERT & DORIS V 1/2 EA	QUIT CLAIM	0805/0457	\$0.00
6/8/2004	CARPENTER ROBERT L & DORIS V H/W T/E	WARRANTY	0406/0278	\$0.00
	CARPENTER ROBERT L			\$0.00

## Transfer History - Auditor's Office

Transfer #	Date	Type	Instrument	Instr #	Book	Page	From	To
37865	8/20/2013	Change Ownership	Quitclaim Deed	1308-0466	1308	0466	Carpenter, Doris V Trust Created pursuant to terms of the Robert L Carpenter Rev Tr dtd 4-28-08 und 1/4 int , Roberta J Bennett 1/12 int , Janet Carpenter 1/12 int , Jack Carpenter 1/12 int & Doris V Carpenter Rev Tr dtd 4-28-08 1/2 int	Bennett Roberta J 1/3int & Janet Carpenter 1/3int & Jack Carpenter 1/3int
29365	1/26/2010	Change Ownership	Quitclaim Deed	1001-0654	1001	0654	Carpenter, Robert L Rev Tr dtd April 28, 2008 und 1/2 int & Doris V Carpenter Rev Tr dtd April 28, 2008	Carpenter, Doris V Trust Created pursuant to terms of the Robert L Carpenter Rev Tr dtd 4-28-08 und 1/4 int , Roberta J Bennett 1/12 int , Janet Carpenter 1/12 int , Jack Carpenter 1/12 int & Doris V Carpenter Rev Tr dtd 4-28-08 1/2 int
24454	5/14/2008	Change Ownership	Quitclaim Deed	0805-0457	0805	0457	Carpenter, Robert L & Doris V H/W T/E	Carpenter, Robert L Rev Tr dtd April 28, 2008 und 1/2 int & Doris V Carpenter Rev Tr dtd April 28, 2008
8015	6/8/2004	Change Ownership	Warranty Deed	0406-0278	0406	0278	Carpenter, Robert L	Carpenter, Robert L & Doris V H/W T/E

## Valuation - Assessor's Office

Assessment Year	2021	2020	2019	2018	2017
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	4/14/2021	4/13/2020	4/16/2019	4/24/2018	3/23/2017
Land	\$80,400	\$79,800	\$96,100	\$99,400	\$114,200
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$75,100	\$74,500	\$90,800	\$99,400	\$114,200
Land Non Res (3)	\$5,300	\$5,300	\$5,300	\$0	\$0
Improvement	\$19,300	\$19,600	\$19,600	\$19,600	\$18,600
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$19,300	\$19,600	\$19,600	\$19,600	\$18,600
Total	\$99,700	\$99,400	\$115,700	\$119,000	\$132,800
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$75,100	\$74,500	\$90,800	\$99,400	\$114,200
Total Non Res (3)	\$24,600	\$24,900	\$24,900	\$19,600	\$18,600

## Tax History - Auditor's Office

Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.

Detail:

Tax Year	Type	Category	Description	Amount	Bal Due
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# TAX STATEMENTS

2021 Pay 2022	Property Tax Detail	Tax	1st Installment Tax	\$428.79	\$428.79
2021 Pay 2022	Special Assessment Detail	Tax	CLAY-DELLER 1st Installment Tax	\$96.69	\$96.69
2021 Pay 2022	Special Assessment Detail	Tax	ROBERT JOHNSON 1st Installment Tax	\$23.21	\$23.21
2021 Pay 2022	Property Tax Detail	Tax	2nd Installment Tax	\$428.79	\$428.79
2021 Pay 2022	Special Assessment Detail	Tax	CLAY-DELLER 2nd Installment Tax	\$96.69	\$96.69
2021 Pay 2022	Special Assessment Detail	Tax	ROBERT JOHNSON 2nd Installment Tax	\$23.21	\$23.21
2020 Pay 2021	Property Tax Detail	Tax	1st Installment Tax	\$411.31	
2020 Pay 2021	Special Assessment Detail	Tax	CLAY-DELLER 1st Installment Tax	\$96.69	
2020 Pay 2021	Special Assessment Detail	Tax	ROBERT JOHNSON 1st Installment Tax	\$23.21	
2020 Pay 2021	Property Tax Detail	Tax	2nd Installment Tax	\$411.31	
2020 Pay 2021	Special Assessment Detail	Tax	CLAY-DELLER 2nd Installment Tax	\$96.69	
2020 Pay 2021	Special Assessment Detail	Tax	ROBERT JOHNSON 2nd Installment Tax	\$23.21	
2019 Pay 2020	Property Tax Detail	Tax	1st Installment Tax	\$505.17	
2019 Pay 2020	Special Assessment Detail	Tax	CLAY-DELLER 1st Installment Tax	\$96.69	
2019 Pay 2020	Special Assessment Detail	Tax	ROBERT JOHNSON 1st Installment Tax	\$23.21	
2019 Pay 2020	Property Tax Detail	Tax	2nd Installment Tax	\$505.17	
2019 Pay 2020	Special Assessment Detail	Tax	CLAY-DELLER 2nd Installment Tax	\$96.69	
2019 Pay 2020	Special Assessment Detail	Tax	ROBERT JOHNSON 2nd Installment Tax	\$23.21	
2018 Pay 2019	Property Tax Detail	Tax	1st Installment Tax	\$545.83	
2018 Pay 2019	Special Assessment Detail	Tax	CLAY-DELLER 1st Installment Tax	\$96.69	
2018 Pay 2019	Special Assessment Detail	Tax	ROBERT JOHNSON 1st Installment Tax	\$23.21	
2018 Pay 2019	Property Tax Detail	Tax	2nd Installment Tax	\$545.83	
2018 Pay 2019	Special Assessment Detail	Tax	CLAY-DELLER 2nd Installment Tax	\$96.69	
2018 Pay 2019	Special Assessment Detail	Tax	ROBERT JOHNSON 2nd Installment Tax	\$23.21	
2017 Pay 2018	Property Tax Detail	Tax	1st Installment Tax	\$618.83	
2017 Pay 2018	Special Assessment Detail	Tax	CLAY-DELLER 1st Installment Tax	\$96.69	
2017 Pay 2018	Special Assessment Detail	Tax	ROBERT JOHNSON 1st Installment Tax	\$23.21	
2017 Pay 2018	Property Tax Detail	Tax	2nd Installment Tax	\$618.83	
2017 Pay 2018	Special Assessment Detail	Tax	CLAY-DELLER 2nd Installment Tax	\$96.69	
2017 Pay 2018	Special Assessment Detail	Tax	ROBERT JOHNSON 2nd Installment Tax	\$23.21	
2016 Pay 2017	Property Tax Detail	Tax	1st Installment Tax	\$659.00	
2016 Pay 2017	Special Assessment Detail	Tax	CLAY-DELLER 1st Installment Tax	\$96.69	
2016 Pay 2017	Special Assessment Detail	Tax	ROBERT JOHNSON 1st Installment Tax	\$23.21	
2016 Pay 2017	Property Tax Detail	Tax	2nd Installment Tax	\$659.00	
2016 Pay 2017	Special Assessment Detail	Tax	CLAY-DELLER 2nd Installment Tax	\$96.69	
2016 Pay 2017	Special Assessment Detail	Tax	ROBERT JOHNSON 2nd Installment Tax	\$23.21	
2015 Pay 2016	Property Tax Detail	Tax	1st Installment Tax	\$596.29	
2015 Pay 2016	Special Assessment Detail	Tax	CLAY-DELLER 1st Installment Tax	\$96.69	
2015 Pay 2016	Special Assessment Detail	Tax	ROBERT JOHNSON 1st Installment Tax	\$23.21	
2015 Pay 2016	Property Tax Detail	Tax	2nd Installment Tax	\$596.29	
2015 Pay 2016	Special Assessment Detail	Tax	CLAY-DELLER 2nd Installment Tax	\$96.69	
2015 Pay 2016	Special Assessment Detail	Tax	ROBERT JOHNSON 2nd Installment Tax	\$23.21	

## Total:

Tax Year	Amount	Bal Due
2021 Pay 2022	\$1,097.38	\$1,097.38
2020 Pay 2021	\$1,062.42	
2019 Pay 2020	\$1,250.14	
2018 Pay 2019	\$1,331.46	
2017 Pay 2018	\$1,477.46	
2016 Pay 2017	\$1,557.80	
2015 Pay 2016	\$1,432.38	

## Payments - Treasurer's Office

### Detail:

Tax Year	Payment Date	Amount
2020 Pay 2021	11/8/2021	\$531.21
2020 Pay 2021	5/20/2021	\$531.21
2019 Pay 2020	11/9/2020	\$625.07
2019 Pay 2020	5/14/2020	\$625.07



# TAX STATEMENTS

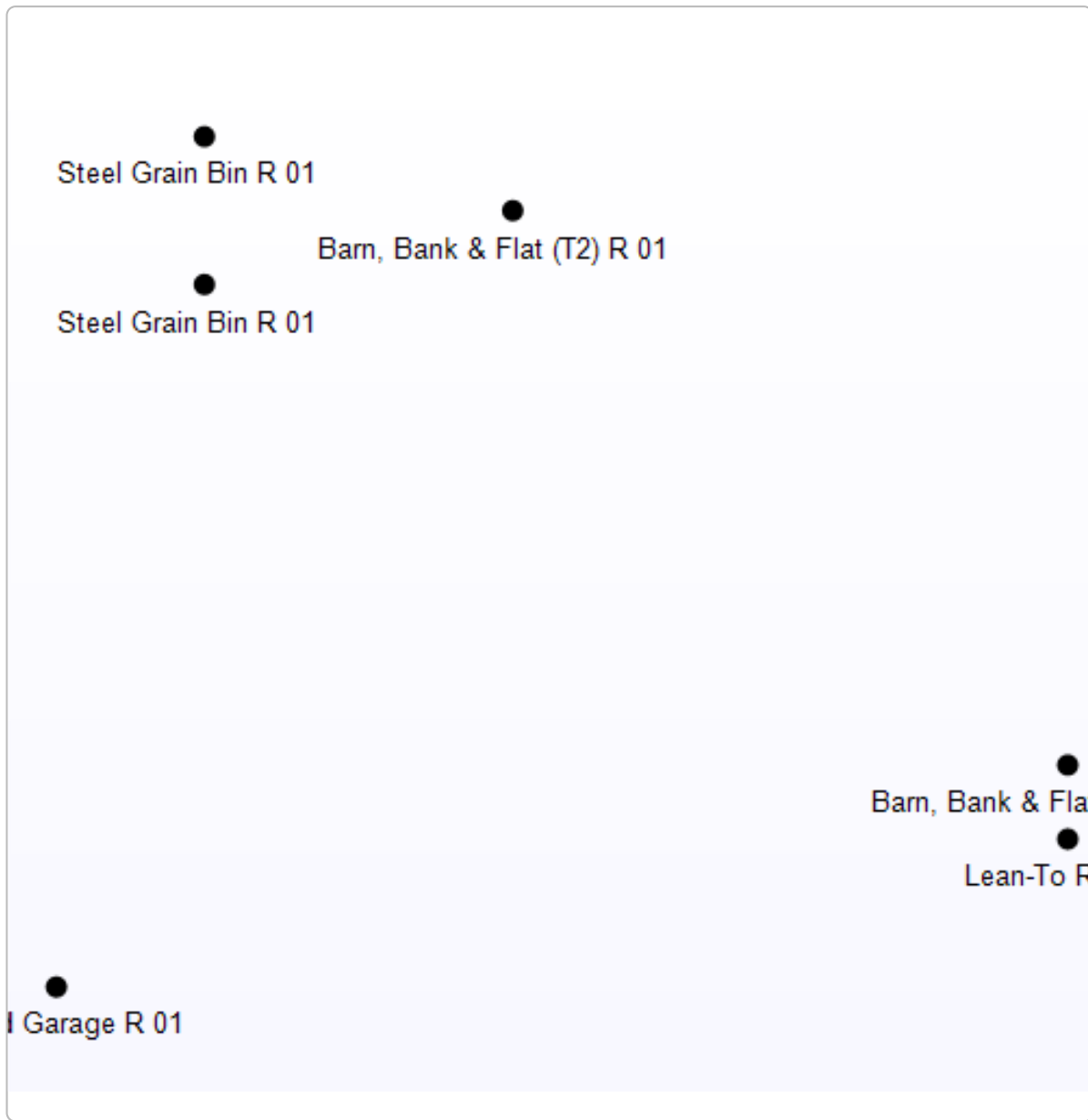
2018 Pay 2019	11/8/2019	\$665.73
2018 Pay 2019	5/14/2019	\$665.73
2017 Pay 2018	11/7/2018	\$738.73
2017 Pay 2018	5/14/2018	\$738.73
2016 Pay 2017	11/17/2017	\$778.90
2016 Pay 2017	5/2/2017	\$778.90
2015 Pay 2016	11/9/2016	\$716.19
2015 Pay 2016	5/4/2016	\$716.19
2014 Pay 2015	11/4/2015	\$844.86
2014 Pay 2015	4/29/2015	\$844.86
2013 Pay 2014	11/6/2014	\$890.94
2013 Pay 2014	4/28/2014	\$890.94

## Total:

Tax Year	Amount
2020 Pay 2021	\$1,062.42
2019 Pay 2020	\$1,250.14
2018 Pay 2019	\$1,331.46
2017 Pay 2018	\$1,477.46
2016 Pay 2017	\$1,557.80
2015 Pay 2016	\$1,432.38
2014 Pay 2015	\$1,689.72
2013 Pay 2014	\$1,781.88

Sketches - Assessor's Office

# TAX STATEMENTS



## Documents - Recorder's Office

[View Documents for this Parcel \(requires Doxpop\(tm\) subscription\)](#)

## Property Record Card

[76-11-29-000-011.000-017 \(PDF\)](#)

# TAX STATEMENTS

## Generate Owner List by Radius

Distance:

 Feet

Use Address From:

☒ Owner ☐ Property

Select export file format:

International mailing labels that exceed 5 lines are not supported on the Address labels (5160). For international addresses, please use the xls, csv or tab download formats.

Download

☒ Show All Owners

☐ Show Parcel ID on Label

Skip Labels

## Map



## Photos



No data available for the following modules: Summary - Auditor's Office (Pers Prop), Owner - Auditor's Office (Pers Prop), Residential - Assessor's Office, Assessed/Exemptions/Deductions - Auditor's Office, Valuation - Assessor's Office (Pers Prop), Deductions - Auditor's Office, Tax History - Auditor's Office (Pers Prop).

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Last Data Upload: 4/20/2022, 4:02:32 AM

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GEOSPATIAL

Version 2.3.189

# TAX STATEMENTS



## Summary - Auditor's Office

Parcel ID 761129000007000017  
 Alternate ID 11-29-000-007.000-21  
 Property Address  
 Sec/Twp/Rng 29/36/13  
 Tax Set STEUBEN TWP  
 Subdivision N/A  
 Brief Tax Description W PT NE1/4 NW1/4 SEC 29 24.50A  
 (Note: Not to be used on legal documents)  
 Book/Page 1308-0466 (8/20/2013)  
 Acres 24.500  
 Class 199 - Other agricultural use

## Owners - Auditor's Office

Deeded Owner  
[Bennett Roberta J 1/3int & Janet Carpenter 1/3int & Jack Carpenter 1/3int](#)  
 370 W 400 N  
 COLUMBIA CITY, IN 46725

## Taxing District - Assessor's Office

County: Steuben  
 Township: STEUBEN TOWNSHIP  
 State District 017 STEUBEN TOWNSHIP  
 Local District: 21  
 School Corp: M.S.D. STEUBEN COUNTY  
 Neighborhood: 211067 AG/RURAL RES - HOMESITES

## Site Description - Assessor's Office

Topography: Flat  
 Public Utilities: Electricity  
 Street or Road: Unpaved  
 Area Quality:  
 Parcel Acreage: 24.5

## Land - Assessor's Office

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
Tillable Cropland	BNA	0	0	.68	\$1,500.00	\$1,335.00	\$907.80	\$0.00	\$910.00
Land Used by Farm Buildings	BNA	0	0	.01	\$1,500.00	\$1,335.00	\$13.35	(\$40.00)	\$10.00
Tillable Cropland	BZ	0	0	1.96	\$1,500.00	\$1,920.00	\$3,763.20	\$0.00	\$3,760.00
Tillable Cropland	MHB	0	0	5.28	\$1,500.00	\$1,410.00	\$7,444.80	\$0.00	\$7,440.00
Tillable Cropland	MHC	0	0	7.73	\$1,500.00	\$1,275.00	\$9,855.75	\$0.00	\$9,860.00
Road Right of Way	MHC	0	0	.19	\$1,500.00	\$1,275.00	\$242.25	(\$100.00)	\$0.00
Legal Ditch	MOC2	0	0	4.68	\$1,500.00	\$1,020.00	\$4,773.60	(\$100.00)	\$0.00
Tillable Cropland	MOC2	0	0	2.43	\$1,500.00	\$1,020.00	\$2,478.60	\$0.00	\$2,480.00
Tillable Cropland	WA	0	0	1.54	\$1,500.00	\$1,275.00	\$1,963.50	\$0.00	\$1,960.00

## Improvements - Assessor's Office

Descr	PC	Grade	Year Built	Eff Year	Cond	LCM	Size	Nbhd Factor	Mrkt Factor
Steel Grain Bin	100	C	2020	2020	A	1.01	15393	1.51	0
Steel Grain Bin	100	C	2020	2020	A	1.01	15393	1.51	0

## Transfers - Assessor's Office

Date	New Owner	Doc ID	Book/Page	Sale Price
8/20/2013	BENNETT ROBERTA J 1/3INT & JANET CARPENTER 1/3INT	1308-0466		\$0.00
3/23/2010	CARPENTER DORIS V TRUST **			\$0.00
5/14/2008	CARPENTER ROBERT L & DORIS V 1/2 EA	QUIT CLAIM	0805/0457	\$0.00
6/8/2004	CARPENTER ROBERT L & DORIS V H/W T/E	WARRANTY	0406/0278	\$0.00
	CARPENTER ROBERT L			\$0.00

# TAX STATEMENTS

## Transfer History - Auditor's Office

Transfer #	Date	Type	Instrument	Instr #	Book	Page	From	To
37865	8/20/2013	Change Ownership	Quitclaim Deed	1308-0466	1308	0466	Carpenter, Doris V Trust Created pursuant to terms of the Robert L Carpenter Rev Tr dtd 4-28-08 und 1/4 int , Roberta J Bennett 1/12 int , Janet Carpenter 1/12 int , Jack Carpenter 1/12 int & Doris V Carpenter Rev Tr dtd 4-28-08 1/2 int	Bennett Roberta J 1/3int & Janet Carpenter 1/3int & Jack Carpenter 1/3int
29365	1/26/2010	Change Ownership	Quitclaim Deed	1001-0654	1001	0654	Carpenter, Robert L Rev Tr dtd April 28, 2008 und 1/2 int & Doris V Carpenter Rev Tr dtd April 28, 2008 und 1/2 int	Carpenter, Doris V Trust Created pursuant to terms of the Robert L Carpenter Rev Tr dtd 4-28-08 und 1/4 int , Roberta J Bennett 1/12 int , Janet Carpenter 1/12 int , Jack Carpenter 1/12 int & Doris V Carpenter Rev Tr dtd 4-28-08 1/2 int
24455	5/14/2008	Change Ownership	Quitclaim Deed	0805-0457	0805	0457	Carpenter, Robert L & Doris V H/W T/E	Carpenter, Robert L Rev Tr dtd April 28, 2008 und 1/2 int & Doris V Carpenter Rev Tr dtd April 28, 2008 und 1/2 int
8016	6/8/2004	Change Ownership	Warranty Deed	0406-0278	0406	0278	Carpenter, Robert L	Carpenter, Robert L & Doris V H/W T/E

## Valuation - Assessor's Office

Assessment Year	2021	2020	2019	2018	2017
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	4/14/2021	4/13/2020	4/16/2019	4/24/2018	3/23/2017
Land	\$22,700	\$22,500	\$27,500	\$31,600	\$36,300
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$22,700	\$22,500	\$27,500	\$31,600	\$36,300
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$1,000	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$1,000	\$0	\$0	\$0	\$0
Total	\$23,700	\$22,500	\$27,500	\$31,600	\$36,300
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$22,700	\$22,500	\$27,500	\$31,600	\$36,300
Total Non Res (3)	\$1,000	\$0	\$0	\$0	\$0

## Tax History - Auditor's Office

*Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.*

### Detail:

Tax Year	Type	Category	Description	Amount	Bal Due
2021 Pay 2022	Property Tax Detail	Tax	1st Installment Tax	\$101.93	\$101.93
2021 Pay 2022	Special Assessment Detail	Tax	CLAY-DELLER 1st Installment Tax	\$30.63	\$30.63
2021 Pay 2022	Special Assessment Detail	Tax	ROBERT JOHNSON 1st Installment Tax	\$14.70	\$14.70
2021 Pay 2022	Property Tax Detail	Tax	2nd Installment Tax	\$101.93	\$101.93
2021 Pay 2022	Special Assessment Detail	Tax	CLAY-DELLER 2nd Installment Tax	\$30.63	\$30.63
2021 Pay 2022	Special Assessment Detail	Tax	ROBERT JOHNSON 2nd Installment Tax	\$0.00	\$0.00
2020 Pay 2021	Property Tax Detail	Tax	1st Installment Tax	\$93.11	
2020 Pay 2021	Special Assessment Detail	Tax	CLAY-DELLER 1st Installment Tax	\$30.63	
2020 Pay 2021	Special Assessment Detail	Tax	ROBERT JOHNSON 1st Installment Tax	\$14.70	
2020 Pay 2021	Property Tax Detail	Tax	2nd Installment Tax	\$93.11	
2020 Pay 2021	Special Assessment Detail	Tax	CLAY-DELLER 2nd Installment Tax	\$30.63	
2020 Pay 2021	Special Assessment Detail	Tax	ROBERT JOHNSON 2nd Installment Tax	\$0.00	
2019 Pay 2020	Property Tax Detail	Tax	1st Installment Tax	\$120.07	
2019 Pay 2020	Special Assessment Detail	Tax	CLAY-DELLER 1st Installment Tax	\$30.63	
2019 Pay 2020	Special Assessment Detail	Tax	ROBERT JOHNSON 1st Installment Tax	\$14.70	
2019 Pay 2020	Property Tax Detail	Tax	2nd Installment Tax	\$120.07	
2019 Pay 2020	Special Assessment Detail	Tax	CLAY-DELLER 2nd Installment Tax	\$30.63	
2019 Pay 2020	Special Assessment Detail	Tax	ROBERT JOHNSON 2nd Installment Tax	\$0.00	
2018 Pay 2019	Property Tax Detail	Tax	1st Installment Tax	\$144.94	

# TAX STATEMENTS

2018 Pay 2019	Special Assessment Detail	Tax	CLAY-DELLER 1st Installment Tax	\$30.63
2018 Pay 2019	Special Assessment Detail	Tax	ROBERT JOHNSON 1st Installment Tax	\$14.70
2018 Pay 2019	Property Tax Detail	Tax	2nd Installment Tax	\$144.94
2018 Pay 2019	Special Assessment Detail	Tax	CLAY-DELLER 2nd Installment Tax	\$30.63
2018 Pay 2019	Special Assessment Detail	Tax	ROBERT JOHNSON 2nd Installment Tax	\$0.00
2017 Pay 2018	Property Tax Detail	Tax	1st Installment Tax	\$169.15
2017 Pay 2018	Special Assessment Detail	Tax	CLAY-DELLER 1st Installment Tax	\$30.63
2017 Pay 2018	Special Assessment Detail	Tax	ROBERT JOHNSON 1st Installment Tax	\$14.70
2017 Pay 2018	Property Tax Detail	Tax	2nd Installment Tax	\$169.15
2017 Pay 2018	Special Assessment Detail	Tax	CLAY-DELLER 2nd Installment Tax	\$30.63
2017 Pay 2018	Special Assessment Detail	Tax	ROBERT JOHNSON 2nd Installment Tax	\$0.00
2016 Pay 2017	Property Tax Detail	Tax	1st Installment Tax	\$182.01
2016 Pay 2017	Special Assessment Detail	Tax	CLAY-DELLER 1st Installment Tax	\$30.63
2016 Pay 2017	Special Assessment Detail	Tax	ROBERT JOHNSON 1st Installment Tax	\$14.70
2016 Pay 2017	Property Tax Detail	Tax	2nd Installment Tax	\$182.01
2016 Pay 2017	Special Assessment Detail	Tax	CLAY-DELLER 2nd Installment Tax	\$30.63
2016 Pay 2017	Special Assessment Detail	Tax	ROBERT JOHNSON 2nd Installment Tax	\$0.00
2015 Pay 2016	Property Tax Detail	Tax	1st Installment Tax	\$166.35
2015 Pay 2016	Special Assessment Detail	Tax	CLAY-DELLER 1st Installment Tax	\$30.63
2015 Pay 2016	Special Assessment Detail	Tax	ROBERT JOHNSON 1st Installment Tax	\$14.70
2015 Pay 2016	Property Tax Detail	Tax	2nd Installment Tax	\$166.35
2015 Pay 2016	Special Assessment Detail	Tax	CLAY-DELLER 2nd Installment Tax	\$30.63
2015 Pay 2016	Special Assessment Detail	Tax	ROBERT JOHNSON 2nd Installment Tax	\$0.00

## Total:

Tax Year	Amount	Bal Due
2021 Pay 2022	\$279.82	\$279.82
2020 Pay 2021	\$262.18	
2019 Pay 2020	\$316.10	
2018 Pay 2019	\$365.84	
2017 Pay 2018	\$414.26	
2016 Pay 2017	\$439.98	
2015 Pay 2016	\$408.66	

## Payments - Treasurer's Office

### Detail:

Tax Year	Payment Date	Amount
2020 Pay 2021	11/8/2021	\$123.74
2020 Pay 2021	5/20/2021	\$138.44
2019 Pay 2020	11/9/2020	\$150.70
2019 Pay 2020	5/14/2020	\$165.40
2018 Pay 2019	11/8/2019	\$175.57
2018 Pay 2019	5/14/2019	\$190.27
2017 Pay 2018	11/7/2018	\$199.78
2017 Pay 2018	5/14/2018	\$214.48
2016 Pay 2017	11/17/2017	\$212.64
2016 Pay 2017	5/2/2017	\$227.34
2015 Pay 2016	11/9/2016	\$196.98
2015 Pay 2016	5/4/2016	\$211.68
2014 Pay 2015	11/4/2015	\$233.58
2014 Pay 2015	4/29/2015	\$248.28
2013 Pay 2014	11/6/2014	\$221.59
2013 Pay 2014	4/28/2014	\$236.29

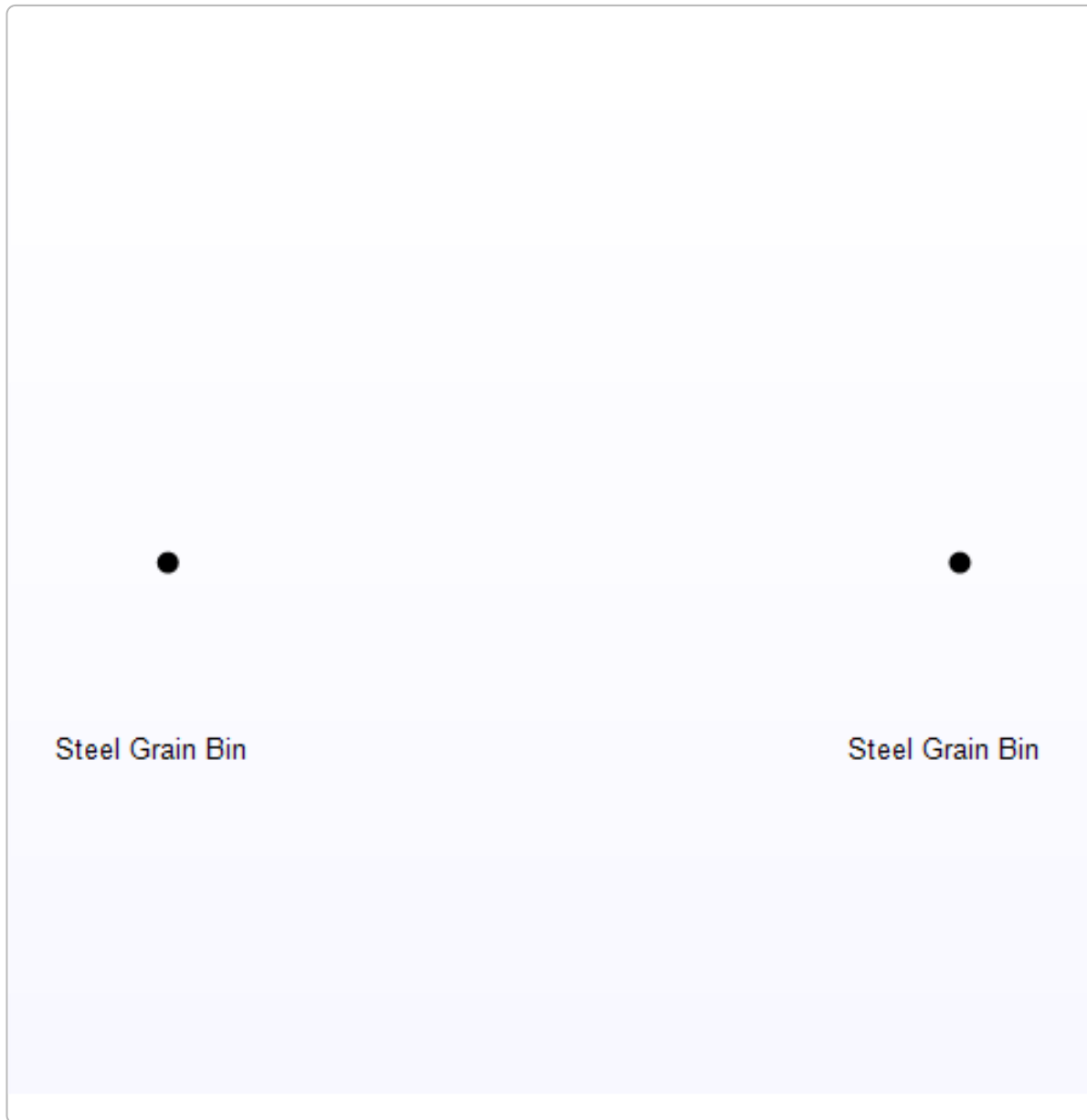
### Total:

Tax Year	Amount
2020 Pay 2021	\$262.18
2019 Pay 2020	\$316.10
2018 Pay 2019	\$365.84
2017 Pay 2018	\$414.26
2016 Pay 2017	\$439.98

# TAX STATEMENTS

2015 Pay 2016	\$408.66
2014 Pay 2015	\$481.86
2013 Pay 2014	\$457.88

## Sketches - Assessor's Office



## Documents - Recorder's Office

[View Documents for this Parcel \(requires Doxpop\(tm\) subscription\)](#)

## Property Record Card

[76-11-29-000-007.000-017 \(PDF\)](#)

# TAX STATEMENTS

## Generate Owner List by Radius

Distance:

100

Feet

Use Address From:

☒ Owner ☐ Property

Select export file format:

Address-labels (5160)

International mailing labels that exceed 5 lines are not supported on the Address labels (5160). For international addresses, please use the xls, csv or tab download formats.

Download

☒ Show All Owners

☐ Show Parcel ID on Label

Skip Labels 0

## Map



**No data available for the following modules:** Summary - Auditor's Office (Pers Prop), Owner - Auditor's Office (Pers Prop), Residential - Assessor's Office, Assessed/Exemptions/Deductions - Auditor's Office, Valuation - Assessor's Office (Pers Prop), Deductions - Auditor's Office, Tax History - Auditor's Office (Pers Prop), Photos.

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Version 2.3.189

# **OIL & GAS LEASE**

# OIL & GAS LEASE

COPY

## OIL AND GAS LEASE

Five (5) year with rental

Agreement: Made and entered into the 30<sup>th</sup> day of June, 2017, by and between Roberta J. Bennett of 370 W 400 N, Columbia City, IN 46725, hereinafter called lessor (whether one or more), and DHG Petroleum, LLC, 4325 Myer Road, Ft. Wayne, IN 46806.

**1<sup>st</sup>. (Granting and Legal Description)** Witnesseth: That lessor, for and in consideration of one Dollar (\$1.00) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged and the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto lessee, exclusively, for the purpose of prospecting and exploring by geophysical and other methods, drilling, mining, operating for and producing oil and gas, and of laying pipelines, building and maintaining roadways and building of tanks, power stations and structures thereon to produce, treat, save, care and remove said production, all that certain tract of land situated in the Township of Steuben, County of Steuben State of Indiana, described as follows, to wit:

See Attached E X H I B I T "A"

This lease covers and includes all land owned or claimed by the lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purposes of calculating the rental payments hereinafter provided for, said land is estimated to comprise 102.00 acres whether it actually comprises more or less.

**2<sup>nd</sup>. (Duration)** It is agreed that this lease shall remain in force for a primary term of Five (5) years from this date (herein called primary term) and if lessee shall commence to drill within said primary term or any extension thereof, lessee shall have the right to continue drilling to completion with reasonable diligence; said term shall extend as long as thereafter as oil and gas, or either of them is or can be produced by lessee from said land or from a communitized unit as hereinafter provided.

**3<sup>rd</sup>. (Royalty and Shut In)** In consideration of the premises lessee covenants and agrees: To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipeline to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises. To pay lessor one-eighth (1/8) of the gross proceeds at the wellhead, payable quarterly, for the gas from each well where gas is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas at the wellhead. Where such gas is not sold or used for a period of one year, and there is no producing gas or oil well on said land or on a communitized unit, as hereinafter provided, including said land, lessee may pay or tender as royalty the sum of One Dollar (\$1.00) multiplied by the number of acres subject to this lease at the end of each such one year period, payable annually at the end of each such year during which gas is not sold or used, and while such royalty is so paid or tendered this lease shall be held as a producing property under the above paragraph setting forth the primary term hereof. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable monthly at the prevailing market rate at the wellhead. Lessor agrees to pay one-eighth of any and all taxes levied or assessed upon the production of oil or gas from said land, and lessee is hereby authorized to pay such taxes and assessments on behalf of lessor and to deduct the amount so paid from any monies payable to lessor hereunder.

**4<sup>th</sup>. (Rentals)** If no well be commenced on said land on or before the twelfth (12th) day of June, 2018, this lease shall terminate as to both parties, unless lessee shall on or before that date pay or tender to lessor or lessor's credit Five Hundred Ten Dollars and 00/00 (\$510.00) which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessee and the depositing of such currency, draft or check in any post office, with sufficient postage and properly addressed to lessor, or bank of lessor's choice, on or before the last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the term of this lease. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid and any and all other rights conferred.

**5<sup>th</sup>. (Cessation-of-Production)** If prior to discovery of oil or gas on said land, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas, the production thereof should cease from any cause this lease shall not terminate if lessee commences additional drilling or reworking operations within 60 days thereafter. If at the

# OIL & GAS LEASE

expiration of the primary term, oil or gas is not being produced on said land, or acreage pooled therewith, but lessee is then engaged in drilling or reworking operations thereon or shall completed a dry hole there on within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations on this or any subsequent well are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land or acreage pooled therewith.

**6<sup>th</sup>. (Actual Interest)** If lessor owns a less interest in the above- described land the entire undivided fee simple estate therein, then the royalties and rentals therein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

**7<sup>th</sup>. (Lessee rights and obligations)** Lessee shall have the right to use free of cost, gas, oil and water produced on said land for it's operations thereon, except water from wells of lessor. When requested by the lessor, lessee shall bury his pipelines below plow depth. No well shall be drilled nearer than 500 feet to the house or barn now on said premises, without the written consent of the lessor. Lessee agrees to give lessor Thirty (30) days notice of intent to move-on the herein described property prior to entry. Lessee agrees to pay lessor the sum of One Thousand (\$1000.00) site damages per site in advance, plus crop damages and any additional damages as the result of lessee's operations to lessor's land which include trees, fences, buildings, tile lines, drainage ditches, springs, water wells, livestock, and any other improvements to the surface of the lessor's property if damages are in excess of the One Thousand Dollars (\$1000.00). In case lessor and lessee are unable to agree as to the Dollar amount of crop and surface damage, each party shall elect an arbitrator and the two arbitrators so selected shall agree on a fair award. In event the arbitrators fail to agree they shall select a third arbitrator and the decision of the majority shall be binding on both parties. Lessee agrees to take responsible precautions to prevent any of lessor's ponds or ditches from being contaminated by lessee's operations. Lessee agrees that if pits and pipelines are to be used in drilling and production operations they will be constructed by the "double ditch method". Lessee agrees that no large pieces of wood, concrete, metal or pipe will be buried in the drill site and any gravel, concrete, fencing and soil contaminated by lessee's operations will be removed and the site returned as close as possible to the original elevation and condition at the end of operations. Lessee agrees that no lease roads or pipelines will be constructed without written approval of said roads and pipelines location by lessor, all lease roads are to be left un-oiled. Lessee agrees to indemnify and hold lessor harmless from all claims, demands, and legal problems and law suits stemming from activities undertaken by lessee or its assignees. Lessee agrees to verify that drilling contractors will carry liability insurance through the drilling phase and lessee or its assignees will carry liability insurance through the production and abandonment phase as added security from claims by neighbors, government entities and others. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

**8<sup>th</sup>. (Pooling)** For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, as to all strata or any stratum or strata, with other land to comprise an oil development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately one hundred sixty (160) acres but lessee shall in no event be required to drill more than one well on said unit. Each unit may be created by lessee's recording in the Register of Deeds Office within the county or counties in which said unit is situated; an instrument identifying the unit is so created. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all covenants, expressed or implied, in this lease, and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by lessor within the limitations of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

**9<sup>th</sup>. (Future Regulations)** Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, drilling or production units, use of material and equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length.

**10<sup>th</sup>. (Assigning)** If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but not change in the ownership of the land or assignment of rentals or royalties shall be binding on leases until 30 days after lessee has been furnished with a written transfer or assignment or a true copy thereof, and rentals shall be adjusted in accordance with such change of ownership or assignment. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above-described lands and the assignee or assignees or such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

**11<sup>th</sup>. (Disposal of Water)** Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from lands other than said premises for disposal as a conservation measure, lessee shall pay to lessor the sum of One Thousand Dollars (\$1,000.00) per year for each well so used in addition to all other considerations specified in this lease. The injection of water, brine, or other fluids into subsurface strata shall be made into strata below those furnishing domestic fresh water and lessee agrees to protect adequately lessor's fresh water supply from injury as a result of any of its operations.

**12<sup>th</sup>. (Subdivision of Lands)** If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, If the leased premises consist(s) of two or more non-abutting tracts, this paragraph shall apply separately to each non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands

# OIL & GAS LEASE

for the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portion so consolidated. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

**13<sup>th</sup>. (Warranty)** Lessor hereby warrants and agrees to defend the title to said lands herein described and agrees the lessee shall have the right at anytime to redeem for lesser, by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

**14<sup>th</sup>. (Surrender of Lease)** Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to lessor, if the lease is not recorded, or by placing a release thereof of record in the proper county, if the lease is recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionally. Lessee shall have the right to record a memorandum of this lease.

**15<sup>th</sup>. (Force Majeure)** If Lessee is prevented from, or delayed in commencing, continuing, or resuming operations, or complying with its express or implied obligations hereunder by circumstances not reasonably within Lessee's control, this lease shall not terminate and Lessee shall not be liable for damages so long as said circumstances continue (the "period of suspension"). These circumstances include, but are not limited to the following: Conflict with federal, state or local laws, rules, regulations, and executive orders; acts of God; strikes; lockouts; riots; wars; improper refusal or undue delay by any governmental agency in issuing a necessary approval, license or permit applied for by Lessee; equipment failures; inability to obtain materials in the open market or to transport said materials. If the period of suspension commences more than 90 days prior to the end of the primary term of this lease, then that period of suspension shall be added to the primary term. If the period of suspension commences less than 90 days prior to the end of the primary term or at any time after the primary term, then this lease shall not terminate if Lessee shall commence or resume operations within 90 days after the end of the period of suspension.

**16<sup>th</sup>. (Operations)** The location of all wells drilled on the leased lands shall be by the mutual consent of Lessor and Lessee, which consent shall not be unreasonably withheld by Lessor.

In Testimony Whereof, we sign this oil and gas lease the \_\_\_\_ day of \_\_\_\_\_, 2017

LESSOR

\_\_\_\_\_  
Roberta J. Bennett

STATE OF INDIANA

}

}ss.

## ACKNOWLEDGEMENT

COUNTY OF \_\_\_\_\_

}

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said

county, in the State aforesaid, personally appeared \_\_\_\_\_

\_\_\_\_\_  
to me known as the persons described in and who executed the foregoing instrument and acknowledged that they had executed the same as their free act and deed.

X \_\_\_\_\_

Notary Public \_\_\_\_\_ County.

My Commission Expires \_\_\_\_\_, \_\_\_\_\_, Acting in \_\_\_\_\_ County,

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

Prepared By: Gary N. Hackworth, P.O. Box 301, Jackson, MI 49204  
When recorded please return to: Gary N. Hackworth, P.O. Box 301, Jackson, MI 49204

# OIL & GAS LEASE

## EXHIBIT "A"

Attached hereto and made a part of that certain Oil and Gas lease dated the 30th day of June, 2017, between Roberta J. Bennett, whose address is 370 W 400 N, Columbia City, IN 46725, as Lessor, and DHG Petroleum, LLC, whose address is 4325 Myer Road, Ft. Wayne, IN 46806, as Lessee, covering lands in Steuben County, Indiana, described as follows:

### TOWNSHIP 36 NORTH, RANGE 13 EAST, STEUBEN TOWNSHIP

SECTION 29: The S/2 of the NW/4 of Sec 29, T36N-R13E EXCEPTING THEREFROM: A part of the SE/4 of the SE/4 of the NW/4 of Sec 29, T36N-R13E, bounded as follows: Beginning at the NE corner of the S/2 of the NW/4 of said Section 29 thence running S 89 degrees 39 min W 85.1 feet along the N line of the S/2 of the NW/4 of said Section 29, to the E ROW line of I-69; thence S 04 degrees 09 min E 640.9 feet; thence S 02 degrees 09 E 500 feet; thence S 02 degrees 44 min E 171.9 feet to the quarter Section line; thence N 89 degrees 43 min E on the quarter of the Section line to the NW/4 of said Sec 29; thence N 00 degrees 45 min 27 seconds W on the quarter Section line 1310.5 feet to the POB.

ALSO EXCEPTING: A part of the NW/4 of Section 29, T36N-R13E, described as follows: Beginning at the NW corner of the S/2 of the NW/4 of said Section 29; thence running E along the E-W 1/8<sup>th</sup> line of said Sec 13 rods; thence S parallel to the W line of said Section 29, 13 1/3 rods; thence W parallel to said E-W 1/8<sup>th</sup> line, 13 rods more or less to the W line of said Sec 29, thence N along W line of said Section 13 1/3 rods to POB.

ALSO INCLUDING: 24.5 acres off the W side of the NE/4 of the NW/4 of Section 29, T36N-R13E, bounded as follows: Commencing at the NW corner of the NE/4 of the NW/4 of said Sec, thence E on the Section line 49 rods; thence S 80 rods to the 1/8 li; thence W 49 rods to the Section line; thence N 80 rods to the POB.

End of EXHIBIT "A"



# **BILLBOARD INCOME**

# BILLBOARD INCOME

Sent At 6:13



DATE **September 16, 2013**  
SIZE **8x16**  
REP NAME: Shelli Bergren

LEASE NO. **909134** DIV. **46**  
VENDOR NO. **87708**  
PANEL NO. **6520AL**

PARCEL ID NO:

## SIGN LOCATION LEASE

1. **Janet L Carpenter, Jack L Carpenter, & Roberta J Bennett** (hereinafter called LESSOR(S)), hereby leases and grants exclusively to **CBS Outdoor LLC** (hereinafter called LESSEE) the exclusive use of the "Leased Premises" (as hereinafter defined) consisting of a portion of the property known as: **W/S I-69, 1.4 M/N SR 4, F/N Steuben County, IN** (the "Property") (with free access over and across same) for the purpose of erecting, constructing, installing, placing, operating, maintaining, servicing, relocating and removing LESSEE'S advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the "Sign Structure(s)").
2. The "Leased Premises" shall consist of the area where the supporting structure of the Sign Structure(s) is/are affixed to the Property, the surrounding area and the airspace above the same, as more particularly described on Exhibit A attached hereto and made a part hereof.
3. LESSOR grants to LESSEE and/or its agents the right to vehicular and pedestrian ingress and egress to and from the Sign Structure(s) over and across the Property and any other property owned or controlled by LESSOR for (i) all purposes reasonably necessary for the erection, construction, installation, placing, operating, maintaining, servicing and removal of the Sign Structure(s), (ii) the right to provide or establish electrical power to the Sign Structure(s) (at LESSEE's sole expense), (iii) the right to place incidental and ancillary equipment thereon, (iv) the right to relocate the Sign Structure(s) to lawful site(s) satisfactory to LESSEE on LESSOR'S Property if the maintenance of the Sign Structure(s) on the Leased Premises are proscribed by federal, State or Local statute, ordinance or regulation.
4. The initial term (the "Term") of this Lease shall be Fifteen <sup>10 YRS JLC</sup> ~~10~~ year(s) commencing on **February 1, 2014** or, in the case of a new construction, on the date that construction shall be completed (the "Commencement Date").
5. The Lease shall continue in full force and effect for its Term and thereafter for subsequent successive like terms, unless terminated at the end of such Term, or any successive like term, upon written notice by the LESSOR(S) or LESSEE sent by certified or registered mail served not less than (90) days before the end of such like term or subsequent like term. Subsequent like term rentals shall be equal to the immediately preceding term rental rate.
6. LESSEE shall pay to LESSOR(S) rental of **Six-Hundred Dollars (\$600.00)** per year, payable in **annual** installments of **Six-Hundred Dollars (\$600.00)** beginning on the Commencement Date ("Rent"). Notwithstanding the foregoing, prior to completion of construction of the Sign Structure(s) and during the entire period in which no advertising copy is displayed on the Sign Structure(s) by LESSEE, the Rent shall be Ten (\$10.00) Dollars. Payment of Rent shall be limited to one (1) check per payment payable to no more than two (2) payees.
7. LESSOR(S) warrants that LESSOR(S) is the **owner** of the Property and has full authority to make this agreement and the LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction, maintenance and removal of the Sign Structure(s) at the sole discretion of LESSEE. LESSOR shall sign any documentation that such governing bodies may require with respect to obtaining such permits, provided that LESSOR shall incur no costs in connection therewith.
8. LESSEE shall save the LESSOR(S) harmless from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of LESSEE'S agents, employees or others employed in the erection, construction, installation, placing, operating, maintaining, servicing and removal of its Sign Structure(s) on the Leased Premises.
9. This agreement is a Lease (not a License). The Sign Structure(s) currently located at the Leased Premises, and all sign(s), structure(s), improvements and appurtenances thereto placed on the Property hereafter by or for LESSEE, its agent or predecessor and any and all permits related thereto shall at all times remain the property of LESSEE, and LESSEE shall have the right to remove the same at any time during the Term of the Lease (as the same may be extended), or, for a reasonable amount of time after the expiration or termination of the Lease (the "Removal Date"). At LESSEE's sole discretion, if LESSEE removes its Sign Structure(s), only the above grade portions of said Sign Structure(s) shall be removed. The future existence of below grade improvements shall not constitute continued occupancy of the Leased Premises by LESSEE. If upon the expiration of the Term (as the same may be extended) the parties hereto are engaged in good faith negotiation of the terms of a renewal lease, then LESSEE shall not be obligated to remove its Sign Structure(s) from the Leased Premises until thirty (30) days after the receipt of written notice from LESSOR expressly stating that LESSOR does not desire to continue such renewal negotiation.

Lessor Initials X JLC

Lessee Initials \_\_\_\_\_

# BILLBOARD INCOME



10. In the event that all or any part of the Property is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE's interest in the Property; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.
11. In the event that, in LESSEE's sole opinion; (a) LESSEE is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Leased Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Leased Premises become entirely or partially obstructed or destroyed; (d) the view of LESSEE's Sign Structure(s) are obstructed or impaired in any way by any object or growth on the Property or on any neighboring property; (e) the advertising value of the Sign Structure(s) is impaired or diminished; (f) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Sign Structure(s); (g) LESSEE is prevented from maintaining electrical power to the Leased Premises or illuminating its Sign Structure(s); (h) LESSEE finds that, in LESSEE'S sole opinion, the continued maintenance/operation of the Sign Structure(s) is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to LESSOR(S)'s Property; (i) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, at its option, have the right to either reasonably abate the rent until the issues with "A" through "I" above are cured, and/or terminate this Lease upon thirty (30) days notice in writing to LESSOR(S) and LESSOR(S) shall refund to LESSEE any rental payment paid in advance for the remainder of the un-expired term.
12. If LESSEE is prevented by law, government order, or other causes beyond LESSEE's control from illuminating its Sign Structure(s), then as an alternative to the remedy in Section 11(g) above, the LESSEE may reduce the rental provided in paragraph 6 above by 50%, with such reduced rental to remain in effect so long as such condition continues to exist. LESSEE agrees to pay all electrical power costs used in conjunction with its sign(s).
13. LESSOR(S) shall not cause nor permit any outdoor advertising sign other than those in existence at the time of the execution of this Lease (if any), or those constructed by LESSEE pursuant to the terms hereof (or otherwise) to be placed on the Property or any Leased Premises owned or controlled by the LESSOR or his/hers/its beneficiaries, if any, within a radius of one thousand feet (1000') from LESSEE's Sign Structure(s) without prior written consent from the LESSEE. It is the understanding of the parties that visibility of the Sign Structure(s) to the traveling public is the essence of this Lease. LESSOR(S) shall not cause nor permit LESSEE's Sign Structure(s) to be obscured from visibility to the traveling public. LESSOR(S) grants LESSEE the rights to trim, cut, or remove brush, trees, shrubs, or any vegetation or remove any obstructions of any kind on the Property, or any other property owned or controlled by LESSOR, which limit the visibility of the Sign Structure(s).
14. LESSOR(S) warrants that it owns the Property (including the Leased Premises) and has the authority to enter into this Lease and that if LESSEE shall pay the rent provided for herein, LESSEE shall and may peaceably and quietly have, hold and enjoy use of the Leased Premises for the Term of this Lease. To this end, if at any time during the Term of this Lease LESSOR(S) fails to pay any lien or encumbrance affecting the Leased Premises, including any past due real estate taxes, interest, and/or penalties thereto, and after receipt of LESSEE's written request to LESSOR(S) to pay said sums, LESSOR fails to make such payment, LESSEE shall have the right, but not the obligation, to pay such amounts or any portion thereof. LESSEE may deduct any such payments and any additional related expenses including reasonable attorney's fees, with interest thereon at the interest rate applicable to judgments under state law per annum from the date of payment, from the next succeeding installment(s) of rent until LESSEE has been fully reimbursed for such payments, interests and fees.
15. All Rent to be paid to LESSOR pursuant to this Lease and all notices to either of the parties hereto shall be forwarded to the respective party at the address noted below such party's signature, or such other address set forth in a written notice by such party. Rental payments shall be deemed received by LESSOR(S) upon deposit by LESSEE with the United States Postal Service. In the event that LESSOR shall send to LESSEE written notice requesting that Rent be forwarded to an address other than that listed below LESSOR's signature, such new forwarding address shall not be effective until forty five (45) days after LESSEE's receipt of such notice from LESSOR.
16. This Lease shall not obligate the LESSEE in any way until it is accepted and executed by an authorized signatory of LESSEE who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between the parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the Leased Premises. This Lease may not be modified except in writing and signed by LESSOR(S) and an authorized signatory of LESSEE.

Lessor Initials 03.97C JLC

Lessee Initials \_\_\_\_\_

# BILLBOARD INCOME



17. This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto and LESSOR(S) agrees to notify LESSEE of any change of (i) ownership of the Property or the Leased Premises, or (ii) LESSOR(S)'s mailing address within seven (7) days of such change. LESSOR(S) agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR(S) shall not assign its interest under this Lease or any part thereof except to a party who purchases the underlying fee title to the Property LESSEE shall not assign its interest under this Lease or any part thereof except to an entity that controls, is controlled by, or under common control with, LESSEE or to a party who purchases title to the subject Sign Structure(s) provided, however, this sentence shall not preclude a collateral assignment of LESSOR(S)'s or LESSEE's interest under this Lease to an established financial institution as, and part of, a bonafide loan transaction nor shall it preclude an assignment by LESSEE to any entity controlling, controlled by, or under control with, LESSEE.
18. LESSEE, at its sole option shall have the right to add any ancillary use to its structure(s), including but not limited to routing necessary underground lines and telecommunications devices.
19. LESSEE shall have the right of first refusal for the period of one (1) year following termination of the Term of this Lease (as the same may be renewed or extended), to enter into another lease with the LESSOR(S) upon the same terms and conditions as offered to LESSOR(S) by any other entity for the purpose of erecting, placing, and maintaining of an outdoor advertising Sign Structure(s) upon the Property.
20. LESSEE shall have the right of first refusal throughout the Term hereof as renewed or extended to enter into an agreement for the purchase of the subject Property, the Leased Premises, or any interest therein based upon the terms and conditions agreed to by LESSOR(S) with any third party.
21. It is acknowledged by the parties that the rental payments herein are predicated on **annual** installments. Should the provisions of paragraph eleven (11) become operative, or the Term of this Lease commences on some day other than the first of the month, all rental payments required hereunder shall be prorated based upon a thirty (30) day month.
22. In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within fourteen (14) days of receipt of such notice provided that for any non-monetary default, if a cure cannot reasonably be effected in 14 days, the defaulting party may continue such cure past 14 days from notice provided it commences such cure within fourteen days from notice and pursues such cure to completion.
23. Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR(S) and LESSEE shall execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.
24. To the extent permitted by applicable law, LESSOR(S) hereby waives any statutory right to a landlord's lien or any other lien on any property of LESSEE located on the Leased Premises.
25. The parties hereto have each carefully reviewed this Lease and have agreed to each term set forth herein. No ambiguity is presumed to be construed against either party.

ADDENDUM ATTACHED? (as of the date of execution of this lease agreement).

LESSOR(S): ☐ YES ☒ NO Initial Here *AB, JLC JLC*

LESSEE: ☐ YES ☒ NO Initial Here

Lessor Initials *AB, JLC*

Lessee Initials *JLC*

# BILLBOARD INCOME



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FOR LESSOR(S):

FOR LESSEE: CBS Outdoor LLC

BY: Robert Bennett

BY: \_\_\_\_\_

Title

Title

DATE: 10-03-13

DATE: \_\_\_\_\_

LESSOR'S SOCIAL SECURITY/TAX I.D. NO. \_\_\_\_\_

EXECUTED by the LESSOR in the presence of \_\_\_\_\_

Who is hereby requested to sign as witness. \_\_\_\_\_

EXECUTED by the LESSOR in the presence of \_\_\_\_\_

Who is hereby requested to sign as witness. \_\_\_\_\_

BY: Jack L Carpenter

Title

DATE: 10/03/2013

3rd person

By Janet L Carpenter

Date 10/03/2013

LESSOR'S SOCIAL SECURITY/TAX I.D. NO. \_\_\_\_\_

EXECUTED by the LESSOR in the presence of \_\_\_\_\_

Who is hereby requested to sign as witness. \_\_\_\_\_

EXECUTED by the LESSOR in the presence of \_\_\_\_\_

Who is hereby requested to sign as witness. \_\_\_\_\_

LESSOR(S)'S MAILING ADDRESS:

Robert Bennett  
370 West 400 North

Street Address

Columbia City

City

IN

State

46725

Zip

260-691-9081

Telephone Number

Fax Number \_\_\_\_\_

LESSEE(S)'S MAILING ADDRESS:

Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

JACK CARPENTER  
BOX-220  
ASHLEY, IN  
46705

Janet L Carpenter  
415 S. Washington St  
Waterloo, IN 46793

# BILLBOARD INCOME



## EXHIBIT A

[Exhibit A shall consist of one of the following to the extent that the same are available. The following examples are listed in order of the company's order of preference]

1. Google Survey with lines drawn around leased premises and measurements or the leased premises borders.
2. Survey.
3. Drawing indicating approximate location on the property with measurements from the applicable property lines and the borders of the leased premises.
4. Tax parcel and indication of general location on parcel (i.e. northwest portion)
5. Address and indication of general location on parcel (i.e. northwest portion)

Lessor Initials

Lessee Initials

# PRELIMINARY TITLE

# PRELIMINARY TITLE



## COMMITMENT FOR TITLE INSURANCE ISSUED BY COMMONWEALTH LAND 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, Commonwealth Land Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 90 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. 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



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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
  - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
  - (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
  - (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 and must be restricted solely to the terms and provisions of this Commitment.
  - (c) Until the Policy is issued, 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 HAS BEEN ISSUED BY AN ISSUING AGENT**

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# PRELIMINARY TITLE



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 the purpose of providing closing or settlement services.

**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. ARBITRATION**

The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Countersigned:

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

*Jamie McKenzie*

Jamie McKenzie  
Assurance Title Company  
102 E Main St.  
Albion, IN 46701

By: *Michael J. Nolan*  
Michael J. Nolan  
President

ATTEST: *Marjorie Nemzura*  
Marjorie Nemzura  
Secretary

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**ALTA Commitment for Title Insurance 8-1-16**



# PRELIMINARY TITLE



## **Transaction Identification Data for reference only:**

Issuing Agent: Assurance Title Company  
Issuing Office: 102 E Main St., Albion, IN 46701  
ALTA® Universal ID: 1125584  
Loan ID Number:  
Issuing Office File Number: 22-590  
Commitment Number: 22-590  
Revision Number: 1  
Property Address: W 600 S, Ashley, IN 46705; S 400 W, Ashley, IN 46705; and S 400 W, Ashley, IN 46705

## **SCHEDULE A**

1. Commitment Date: 04/11/2022 at 08:00 AM

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy

**\$ To Be Determined**

PROPOSED INSURED: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

3. The estate or interest in the Land described or referred to in this Commitment is:

Property 1: Fee Simple, and title to the estate or interest in the Land is at the Commitment Date vested in Roberta J. Bennett, Janet Carpenter and Jack Carpenter, as tenants in common

Property 2: Fee Simple, and title to the estate or interest in the Land is at the Commitment Date vested in Roberta J. Bennett, Janet Carpenter and Jack Carpenter, as tenants in common

Property 3: Fee Simple, and title to the estate or interest in the Land is at the Commitment Date vested in Roberta J. Bennett, Janet Carpenter and Jack Carpenter, as tenants in common

4. The Land is described as follows:

Property description set forth in "Exhibit A" attached hereto and made a part hereof.

## **COMMONWEALTH LAND TITLE INSURANCE COMPANY**

By: Jamie McKenzie  
Jamie McKenzie, License #: 3388018  
**Authorized Signatory**

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**ALTA Commitment for Title Insurance 8-1-16**



# 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. If Assurance Title Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.
6. Furnish for recordation a deed as set forth below:

Type of deed: Warranty

Grantor(s): Roberta Bennett, Janet Carpenter, and Jack Carpenter, as tenants in common

Grantee(s): Proposed Insured

7. Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditors Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.
8. NOTE: A 36 month chain of title was done and we find the following:

A Deed dated April 22, 2013 and recorded August 21, 2013 from Roberta J. Bennett, as Successor Trustee of the Doris V. Carpenter Revocable Trust dated April 28, 2008 and Successor Trustee of the Doris V. Carpenter Revocable Trust created pursuant to the terms of the Robert L. Carpenter Revocable Trust dated April 28, 2008 to Roberta J. Bennett, Janet Carpenter and Jack Carpenter, as tenants in common as Instrument No. 13080466.  
Parcel 1 and 2

A Deed dated April 22, 2013 and recorded May 3, 2013 from Roberta J. Bennett, as Successor Trustee of the Doris V. Carpenter Revocable Trust dated April 28, 2008 and Successor Trustee of the Doris V. Carpenter Revocable Trust created pursuant to the terms of the Robert L. Carpenter Revocable Trust dated April 28, 2008 to Roberta J. Bennett, Janet Carpenter and Jack Carpenter, as tenants in common as Instrument No. 13050107.  
Parcel 3

9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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# PRELIMINARY TITLE



## SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the report date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Property Taxes are as follows:

Tax Year: 2021

Due and Payable: 2022

May Installment: \$101.93 Unpaid

November Installment: \$101.93 Unpaid

Name of Taxpayer: Bennett Roberta J. 1/3 interest and Janet Carpenter 1/3 interest and Jack Carpenter 1/3 interest

Land: \$22,700.00

Improvements: \$1,000.00

Exemptions: \$0.00 (None)

Tax Identification No.: 11-29-000-007.000-21/76-11-29-000-007.000-017

Description: W PT NE1/4 NW1/4 SEC 29 24.50A

8. Semi-Annual Assessment as set forth below:

Type of Assessment: CLAY-DELLER

May Installment: \$30.63, Unpaid

November Installment: \$30.63, Unpaid

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# PRELIMINARY TITLE



All future assessments are not yet due and payable.

9. Annual Assessment as set forth below:

Type of Assessment: ROBERT JOHNSON  
Annual Amount: \$14.70, Unpaid

All future assessments are not yet due and payable.

10. Property Taxes are as follows:

Tax Year: 2021  
Due and Payable: 2022  
May Installment: \$428.79 Unpaid  
November Installment: \$428.79 Unpaid  
Name of Taxpayer: Bennett Roberta J. 1/3 interest and Janet Carpenter 1/3 interest and Jack Carpenter 1/3 interest  
Land: \$80,400.00  
Improvements: \$19,300.00  
Exemptions: \$0.00 (None)  
Tax Identification No.: 11-29-000-011.000-21/76-11-29-000-011.000-017  
Description: S1/2 NW1/4 SEC 29 77.35A

11. Semi-Annual Assessment as set forth below:

Type of Assessment: CLAY-DELLER  
May Installment: \$96.69, Unpaid  
November Installment: \$96.69, Unpaid

All future assessments are not yet due and payable.

12. Semi-Annual Assessment as set forth below:

Type of Assessment: ROBERT JOHNSON  
May Installment: \$23.21, Unpaid  
November Installment: \$23.21, Unpaid

All future assessments are not yet due and payable.

13. Property Taxes are as follows:

Tax Year: 2021  
Due and Payable: 2022  
May Installment: \$44.73 Unpaid  
November Installment: \$44.73 Unpaid  
Name of Taxpayer: Bennett Roberta J. 1/3 interest and Janet Carpenter 1/3 interest and Jack Carpenter 1/3 interest  
Land: \$10,400.00  
Improvements: \$0.00

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ALTA Commitment for Title Insurance 8-1-16

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# PRELIMINARY TITLE



Exemptions: \$0.00 (None)

Tax Identification No.: 76-11-32-000-014.000-017/11-32-000-014.000-017

Description: N1/2 NW1/4 SW1/4 Sec 32 14.87A

14. Annual Assessment as set forth below:

Type of Assessment: ROBERT JOHNSON

Annual Amount: \$14.87, Unpaid

All future assessments are not yet due and payable.

15. Property Taxes are as follows:

Tax Year: 2021

Due and Payable: 2022

May Installment: \$20.64 Unpaid

November Installment: \$20.64 Unpaid

Name of Taxpayer: Bennett Roberta J. 1/3 interest and Janet Carpenter 1/3 interest and Jack Carpenter 1/3 interest

Land: \$4,800.00

Improvements: \$0.00

Exemptions: \$0.00 (None)

Tax Identification No.: 76-11-32-000-015.000-017/11-32-000-015.000-21

Description: PT W1/2 Sec 32 5.54A

16. Annual Assessment as set forth below:

Type of Assessment: ROBERT JOHNSON

Annual Amount: \$6.00, Unpaid

All future assessments are not yet due and payable.

17. Taxes for the year 2022 are a lien, due in 2023, but are not yet due and payable.

18. Added improvements in place as of January 1, 2022 are subject to assessment which could increase the tax amounts due in 2023, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.

19. The acreage indicated in the legal description, and/or the address shown on Schedule A, is solely for the purposes of identifying said tract and should not be construed as insuring the quantity of land, and/or the address as set forth in the description of the property.

20. Oil and Gas Lease, by and between Roberta J. Bennett and DHG Petroleum, LLC recorded August 4, 2017 as Instrument No. 17080113, of the Steuben County records.

21. Oil and Gas Lease, by and between Jack L. Carpenter and DHG Petroleum, LLC recorded August 4, 2017 as Instrument No. 17080112, of the Steuben County records.

22. Oil and Gas Lease, by and between Janet L. Carpenter and DHG Petroleum, LLC recorded August 4, 2017 as Instrument No. 17080111, of the Steuben County records.

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# PRELIMINARY TITLE



23. Oil and Gas Lease, by and between Robert L. Carpenter and Doris V. Carpenter, husband and wife, to hold as tenants by the entireties and Antrim Energy, LLC recorded April 18, 2007 as Instrument No. 07040450, of the Steuben County records. Correction of Description of Lease recorded as Instrument No. 07080863.
24. Oil and Gas Lease, by and between Robert L. Carpenter and Doris V. Carpenter, husband and wife, and St. Joe Valley Exploration, LLC recorded April 11, 2007 as Instrument No. 07040257, of the Steuben County records.
25. Oil and Gas Lease, by and between Robert L. Carpenter and Doris V. Carpenter, a married couple and Charles E. Knox; a member of Saint Joe Valley Exploration LLC recorded March 8, 2006 as Instrument No. 06030205, of the Steuben County records.
26. Lease Agreement, by and between Robert L. Carpenter and National Advertising Company recorded April 12, 1993 as Instrument No. Deed Record 238, page 67, of the Steuben County records.
27. Lease Agreement, by and between Robert L. Carpenter and National Advertising Company recorded April 12, 1993 as Instrument No. Deed Record 238, page 66, of the Steuben County records.
28. Right of Way Grant, recorded June 10, 1964 as Instrument No. Deed Record 126, page 110 of the Steuben County Records.
29. Right of Way Grant, recorded June 22, 1963 as Instrument No. Deed Record 123, page 553 of the Steuben County Records.
30. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the Land taken or used for road purposes.
31. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
32. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
33. This commitment has been issued without a judgment search being made against the name insured.

NOTE: Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

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**ALTA Commitment for Title Insurance 8-1-16**



# PRELIMINARY TITLE



## EXHIBIT A Property Description

Issuing Office File No.: 22-590

### Property 1:

TWENTY-FOUR AND ONE-HALF (24 1/2) ACRES OFF THE WEST SIDE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST, STEUBEN COUNTY, INDIANA, BOUNDED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, AND RUNNING THENCE EAST ON THE SECTION LINE FORTY-NINE (49) RODS; THENCE SOUTH EIGHTY (80) RODS TO THE ONE-EIGHTH LINE; THENCE WEST FORTY-NINE (49) RODS TO THE SECTION LINE; THENCE NORTH EIGHTY (80) RODS TO THE PLACE OF BEGINNING.

### Property 2:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION TWENTY-NINE (29) TOWNSHIP THIRTY-SIX (36) NORTH, RANGE THIRTEEN (13) EAST, STEUBEN COUNTY, INDIANA, CONTAINING EIGHTY (80) ACRES, MORE OR LESS.

### EXCEPTING THEREFROM:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST, STEUBEN COUNTY, INDIANA; THENCE WESTERLY 85.1 FEET ALONG THE NORTH LINE OF SAID SOUTH HALF TO THE POINT OF BEGINNING; THENCE SOUTH 04 DEGREES 09 MINUTES EAST 640.9 FEET; THENCE SOUTH 02 DEGREES 09 MINUTES EAST, 500.0 FEET; THENCE SOUTH 02 DEGREES 44 MINUTES EAST, 171.9 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 89 DEGREES 43 MINUTES WEST, 225.2 FEET ALONG SAID QUARTER SECTION LINE; THENCE NORTH 02 DEGREES 44 MINUTES WEST, 1,311.9 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 39 MINUTES EAST 214.2 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 6.761 ACRES, MORE OR LESS.

ALSO EXCEPTING: A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST, STEUBEN COUNTY, INDIANA, BOUNDED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29 AND FROM THENCE RUNNING SOUTH 89 DEGREES 39 MINUTES WEST 85.1 FEET ALONG THE NORTH LINE OF THE SOUTH ONE HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29, TO THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY #69; THENCE SOUTH 04 DEGREES 09 MINUTES EAST 640.9 FEET; THENCE SOUTH 02 DEGREES 09 MINUTES EAST 500 FEET; THENCE SOUTH 02 DEGREES 44 MINUTES EAST 171.9 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 89 DEGREES 43 MINUTES EAST ON THE QUARTER SECTION LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE NORTH 00 DEGREES 45 MINUTES 27 SECONDS WEST ON THE QUARTER SECTION LINE 1310.5 FEET TO THE POINT OF BEGINNING, CONTAINING 1.57 ACRES, MORE OR LESS.

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# PRELIMINARY TITLE



ALSO EXCEPTING: A PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST, STEUBEN COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE RUNNING EAST ALONG THE EAST AND WEST EIGHTH LINE OF SAID SECTION A DISTANCE OF 13 RODS; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 13 1/3 RODS; THENCE WEST PARALLEL TO SAID EAST AND WEST EIGHTH LINE A DISTANCE OF 13 RODS MORE OR LESS TO THE WEST LINE OF SAID SECTION; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 13 1/3 RODS TO THE PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS. SAID TRACT CONTAINING 1.08 ACRES MORE OR LESS.

Property 3:

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 13 EAST, STEUBEN COUNTY, INDIANA, LESS A DRIVEWAY ONE ROD WIDE OFF THE ENTIRE NORTH SIDE OF THE ABOVE-DESCRIBED TRACT, CONTAINING AFTER SAID EXCEPTION 19 1/2 ACRES, MORE OR LESS.

ALSO:

PART OF THE WEST HALF OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 13 EAST, STEUBEN COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, AND THENCE RUNNING SOUTH 00 DEGREES 30 MINUTES 55 SECONDS EAST 1028.16 FEET ON THE WEST LINE OF SAID SECTION 32 TO THE NORTH RIGHT-OF-WAY LINE OF THE OLD B AND O RAILROAD AND BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 30 MINUTES 55 SECONDS WEST 358.58 FEET; THENCE EAST 1325.69 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 55 SECONDS EAST TO THE NORTH RIGHT-OF-WAY LINE OF THE OLD B AND O RAILROAD; THENCE SOUTH 89 DEGREES 55 MINUTES 44 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE TO THE TRUE PLACE OF BEGINNING.

EXCEPT THEREFROM:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 32, T36N, R13E, IN STEUBEN COUNTY, THE STATE OF INDIANA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE SITUATED IN THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 01 DEGREES 15 MINUTES 21 SECONDS EAST (GPS GRID BASIS OF BEARINGS), A DISTANCE OF 406.51 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER TO A MARKER SPIKE WITH TAG (FIRM 0042), THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 11 MINUTES 18 SECONDS EAST, A DISTANCE OF 762.03 FEET TO A REBAR STAKE WITH CAP (FIRM 0042); THENCE SOUTH 01 DEGREES 15 MINUTES 21 SECONDS EAST, A DISTANCE OF 571.65 FEET TO A REBAR STAKE WITH CAP (FIRM 0042); THENCE SOUTH 89 DEGREES 11 MINUTES 18 SECONDS WEST, A DISTANCE OF 762.03 FEET TO A MARKER SPIKE WITH TAG (FIRM 0042); THENCE NORTH 01 DEGREES 15 MINUTES 21 SECONDS WEST, A DISTANCE OF 571.65 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 10.00 ACRES, MORE OR LESS.

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ALTA Commitment for Title Insurance 8-1-16

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