

**MERIDIAN TITLE CORPORATION**

Agent for: Non-Underwriter Related Product

**Commercial Division South Bend**

202 South Michigan  
Suite 300  
South Bend, IN 46601  
574.232.5845  
574.289.1514 FAX  
www.Meridiantitle.com

File No.: 23-5507

Effective Date: May 31, 2023 at 8:00 AM

Customer Reference No.:

Property Address Reference:

750 South Michigan Street, Lapaz, IN 46537

Prepared For: Keith Lineback, Schrader Real  
Estate and Auction Company, Inc.

Amendment No. 2

## 1. Policy or Policies to be issued:

(a) ☒ ALTA Owner's Policy 06/17/06 Amount TBD

Proposed Insured: A natural person or legal entity to be determined

(b) ☐ ALTA Loan Policy 06/17/06 Amount

Proposed Insured:

## 2. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

## 3. Title to said estate or interest in said land is at the effective date hereof vested in:

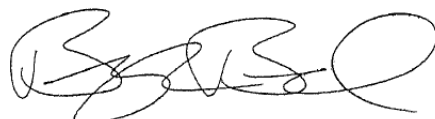
Don S. Balka and Sharon J. Balka, Trustees of the Don S. Balka and Sharon J. Balka Revocable Trust dated October 14, 2022 and Timothy R. Good and Susan K. Good, Trustees of the Timothy R. Good and Susan K. Good Revocable Trust dated December 7, 2022, each an undivided one-half (1/2) interest as Tenants-in-Common

David L. Albert and Susan Albert, husband and wife, an undivided one-half (1/2) interest and Don S. Balka and Sharon J. Balka, Trustees of the Don S. Balka and Sharon J. Balka Revocable Trust dated October 14, 2022 and Timothy R. Good and Susan K. Good, Trustees of the Timothy R. Good and Susan K. Good Revocable Trust dated December 7, 2022, an undivided one-half (1/2) interest

## 4. The land referred to in this Commitment is located in the County of Marshall, State of Indiana described as follows:

SEE ATTACHED EXHIBIT "A"

Countersigned By:



Bryan Bush

**EXHIBIT A**

Lot Numbered One (1) in Albert Michigan Road Minor Subdivision, as per plat thereof recorded May 31, 2023 as Instrument Number 202302241 in the Office of the Recorder of Marshall County, Indiana.

## Non-Underwriter Related Product

**THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:**

1. Notification in writing is required for all changes to this Commitment. Additional requirements may be imposed after review of said notification.
2. Payment of all title premiums and charges.
3. Vendor's Affidavit (if Owner's Policy) and Mortgagor's Affidavit (if Lender's Policy).
4. Properly executed and fully completed Certificate of Non-Foreign Status of Transferor.

Note: Seller Proceeds cannot be disbursed until this form is completed in its entirety.

5. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
6. Advise insurer as to the name of the proposed lender.
7. Advise insurer as to the name(s) of the proposed purchaser(s).
8. Advise insurer as to the actual amount of the Loan Policy.
9. Advise insurer as to the actual amount of the Owner's Policy.
10. Certification of Trust Statement completed by Trustee(s) is to be provided in accordance with statutory requirements.

NOTE: If there is a bank account in the name of the trust, a successor trustee can execute a Certificate of Trust to satisfy the above requirement. If there is not a Trust Bank Account, then the successor trustee will need to provide a complete copy of the Trust Agreement along with any and all amendments. We reserve the right to raise further objections after the review the Trust Agreement.

11. Trustee's Deed from Don S. Balka and Sharon J. Balka, Trustees of the Don S. Balka and Sharon J. Balka Revocable Trust dated October 14, 2022 suitable for recording.
12. Certification of Trust Statement completed by Trustee(s) is to be provided in accordance with statutory requirements.

NOTE: If there is a bank account in the name of the trust, a successor trustee can execute a Certificate of Trust to satisfy the above requirement. If there is not a Trust Bank Account, then the successor trustee will need to provide a complete copy of the Trust Agreement along with any and all amendments. We reserve the right to raise further objections after the review the Trust Agreement.

13. Trustee's Deed from Timothy R. Good and Susan K. Good, Trustees of the Timothy R. Good and Susan K. Good Revocable Trust dated December 7, 2022 suitable for recording.
14. Warranty Deed from David L. Albert and Susan Albert, husband and wife suitable for recording.

NOTE: This commitment and endorsements have been prepared in response to your request. If you will require additional endorsements, please contact Meridian Title so that those endorsements can be added to this commitment as well as any additional requirements which may need to be met in order to issue the newly requested endorsements.

NOTE: Although the title policy issued pursuant to this commitment does not insure against the enforceability of personal property tax liens on the personal property, a search has been made for personal property tax liens recorded against the Grantor and all prior titleholders for the last 10 years. Personal

---

**This Commitment is valid only if Schedules A and B are attached.  
Schedule BI consists of 2 page(s)**

Property Tax liens resulting from that search are reflected on this commitment. If the Grantor or prior titleholders did business at this property under a name other than that in which title was vested, that name(s) must be provided to the insurer to search for the possibility of personal property tax liens filed against said name(s).

**NOTE: Due to the passage of SEA 370 (P.L. 80-2013), rates and fees are subject to change from current existing charges for transactions closed on or after July 1, 2013.**

**NOTE: In accordance with applicable underwriter guidelines, there may be a title premium re-issue discount for this transaction. Please contact our office prior to your closing for more details.**

## Non-Underwriter Related Product

THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
  - a) Rights or claims of parties in possession not shown by the public records.
  - b) Easements, or claims of easements, not shown by the public records.
  - c) 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.
  - d) 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.
3. Special Exceptions:
  - a) All taxes for the year 2024 Payable in 2025 and subsequent years, not yet due and payable.

Taxes for the year 2023 Payable in 2024 are as follows:

State ID No. 50-52-95-404-416.000-010 - Lapaz (North) (Part of Lot 1 & other real estate)  
 1st installment due May 10, 2023 \$2,649.87 - Paid  
 2nd installment due Nov. 10, 2023 \$2,649.87 - Unpaid

Assessed Valuations: 2022/2023

Land \$25,500.00  
 Improvements \$314,900.00  
 Exemption (Homestead/ Standard) \$45,000.00  
 Exemption (Supplemental) \$44,520.00

Net Valuations \$250,880.00

State ID No. 50-52-95-404-417.000-010 - Lapaz (North) (Part of Lot 1)  
 1st installment due May 10, 2023 \$324.16 - Paid  
 2nd installment due Nov. 10, 2023 \$324.16- Unpaid

Assessed Valuations: 2022/2023

Land \$15,200.00  
 Improvements \$11,600.00

Net Valuations \$26,800.00

State ID No. 50-52-95-404-418.000-010 - Lapaz (North) (Part of Lot 1 )  
 1st installment due May 10, 2023 \$350.77- Paid  
 2nd installment due Nov. 10, 2023 \$350.77 - Unpaid

Assessed Valuations: 2022/2023

Land \$29,000.00  
 Improvements \$0.00

Net Valuations \$29,000.00

NOTE: NEW TAX ID NUMBER(S) TO AFFECT THE INSURED PARCEL WILL BE FURTHER

**This Commitment is valid only if Schedules A and B are attached.**  
**Schedule BII consists of 3 page(s)**

KNOWN AS 50-52-95-404-416.001-010, BEGINNING WITH THE 2023 PAYABLE 2024 TAX YEAR.

NOTE FOR INFORMATION: Tax information supra is limited to the LAST BILLED information reflected in the computer input in the Treasurer's office and does not necessarily reflect the most current information as to applicable penalties, deductions, exemptions, assessments and payments. Also, it does not reflect possible additional taxes and civil penalties as a result of a determination by County officials that a deduction was improperly granted. A check with the Treasurer's or Auditor's Office should be made to determine the exact status and amount of taxes due, if any.

- b) Drain/Ditch Assessment Fees for the year 22/23 are as follows:  
Affects Key No. 50-52-95-404-416.000-010  
1st installment - \$19.18 - Paid.  
2nd installment - \$0.00 - None Due.
- c) Drain/Ditch Assessment Fees for the year 22/23 are as follows:  
Affects Key No. 50-52-95-404-417.000-010  
1st installment - \$31.25 - Paid.  
2nd installment - \$25.00 - Unpaid.
- d) Drain/Ditch Assessment Fees for the year 22/23 are as follows:  
Affects Key No. 50-52-95-404-418.000-010  
1st installment - \$7.37 - Paid.  
2nd installment - \$0.00 - None Due.
- e) Easement and associated rights granted to Indiana & Michigan Electric Company by Foster Albert and Elaine Albert, his wife in an instrument dated November 22, 1955 and recorded March 13, 1956 in [Book 154, page 541](#) in the Office of the Recorder of Marshall County, Indiana.
- f) Sewer Utility Easement and associated rights granted to Town of Lapaz, through its Board of Trustees by Robert Albert and Dale L. Albert in an instrument dated April 24, 1990 and recorded October 24, 1991 in [Book 1991, page 12707](#) in the Office of the Recorder of Marshall County, Indiana.
- g) Terms and provisions of Easement and Right of Way set out in an instrument by and between Cleo J. Albert, Trustee of the Cleo J. Albert Revocable Living Trust dated December 2, 2005, a 1/2 interest, David L. Albert and Susan Albert, husband and wife, a 1/2 interest, as tenants in common, and Cleo J. Albert, as a life estate interest and AEP Indiana Michigan Transmission Company, Inc., a(n) Indiana corporation, a unit of American Electric Power dated July 21, 2017 and recorded October 9, 2017 in [Instrument Number 201705217](#) in the Office of the Recorder of Marshall County, Indiana.
- h) Terms and provisions of Easement and Right of Way set out in an instrument by and between Cleo J. Albert, unmarried, a 1/3 interest, Susan K. Good, unmarried, 1/3 interest, and Sharon Balka, unmarried, a 1/3 interest, as tenants in common and AEP Indiana Michigan Transmission Company, Inc., a(n) Indiana corporation, a unit of American Electric Power dated August 21, 2017 and recorded October 9, 2017 in [Instrument Number 201705218](#) in the Office of the Recorder of Marshall County, Indiana.
- i) Right of Way recorded June 27, 1955 in [Book 152, page 442](#) in the Office of the Recorder of Marshall County, Indiana.
- j) Easement and associated rights granted to Indiana & Michigan Electric Company by Foster Albert and Elaine Albert, his wife in an instrument dated September 29, 1938 and recorded January 21, 1939 in [Book 326, page 25](#) in the Office of the Recorder of Marshall County, Indiana.
- k) Restrictive Covenants for Environmental recorded July 27, 2022 as [Instrument No. 202204246](#) in

the Office of the Recorder of Marshall County, Indiana.

INFORMATION NOTE: The acreage in the legal description is shown for convenience only. The policy, when issued, will not insure the acreage of the insured premises.

- l) Subject to all legal highways and rights of way.
- m) Possible Rights of Way for legal drains and ditches, feeders and laterals, if any, and all rights therein.
- n) Subject to parties in possession by virtue of unrecorded leases.
- o) Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
- p) Building setback lines and easements as evidenced on the [recorded Plat](#) recorded in the Office of the Recorder of Marshall County, Indiana.

**NOTE: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form of irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker. Personal checks may be accepted, provided the amount does not exceed \$500. Meridian Title strongly suggests that all funding for the transaction be in the form of an irrevocable wire in order to allow us to disburse funds timely to all parties. Otherwise it's possible that disbursements may be delayed until the funds have been unconditionally credited.**

**NOTE: This Commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of company and its title insurance agent shall arise under and be governed by the conditions of the commitment.**

DEED OF EASEMENT  
POLE-REGULAR

Name Foster Albert et ux  
Address R.R. #1  
Lakeville, Indiana

S-15562  
Eas. No. 198 Map No. 1248  
Drg. No. P-53 W. O. 551/18  
BOOK 154 PAGE 541

**This Indenture**, made this 22nd day of November, 1955 by and between

Foster Albert and Elaine Albert

his wife (or unmarried) of the County of St. Joseph, State of Indiana, parties of the first part, and INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Indiana, party of the second part.

**Witnesseth:** That for and in consideration of the sum of One Dollar in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part hereby grant, bargain, sell, convey, and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege, and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, in, on, along, over, through or across the following described lands situated in North Township, in the County of Marshall, in the State of Indiana, and part of Section No. 5 M.R.L. Township No. 35 North and Range No. 2 East and bounded: On the North by the lands of Elias Pertica On the East by the lands of West line of Indiana State Highway #U.S. 31 On the South by the lands of The North line of Indiana State Highway #U.S. 6 On the West by the lands of a line 30 feet West of and parallel to the West line of State Highway #U.S. 31

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, to cut and, at its option, remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, for repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted; provided however, the said INDIANA & MICHIGAN ELECTRIC COMPANY, its successors or assigns, shall further pay to me/us or my/our heirs or assigns, the sum of Five Dollars (\$5.00) for each pole or anchor erected on said lands, hereinbefore described, from time to time, whenever and as soon as any poles are erected thereon. Grantee will immediately repair or replace all fences, gates, drains and ditches damaged or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at or mailed to the office of the Grantee at Fort Wayne, Indiana, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto.

**To Have and to Hold** the same unto said party of the second part, its successors and assigns.

**In Witness Whereof**, the parties of the first part have hereunto set their hands the day and year first above written.

Signed and Acknowledged in the presence of:

Richard Fohrer  
Richard Fohrer

Foster Albert  
Foster Albert

Elaine Albert  
Elaine Albert



93695

Name Foster Albert et ux

R.R. #1

Address Lakeville, Indiana

Line Lakeville Local

Eas. No. 198 Map No. 1248

BOOK 154 PAGE 542

State of Indiana

County of Marshall

Recorder Robert F. Mellers

Volume 154 Page 541

Recorded in Deed Records Nov. 13, 1956

Received for Record 8:10 AM Nov. 13, 1956

*Indiana Michigan Electric Co.  
2200 W. Liberty Ave.  
Indianapolis, Ind.*

THE STATE OF INDIANA

Marshall County ss.

Before me, Richard Fohrer, a Notary Public in and for said

County and State, this 22nd day of November, 1955, personally appeared the above named

Foster Albert and Elaine Albert

and acknowledged the execution of the annexed deed of easement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above written.

Richard Fohrer Notary Public.  
My commission expires January 3, 1957 (Acting in Marshall County)

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Michigan

My commission expires \_\_\_\_\_, 19\_\_\_\_.

916343

292

## EASEMENT

1991 PAGE 12707

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

Robert Albert and Dale L. Albert  
of Marshall County, Indiana, hereinafter referred to as GRANTOR(S), by the Town of Lapaz, through its Board of Trustees, hereinafter referred to as GRANTEE, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR(S) does hereby grant, unto the GRANTEE, its successors and assigns, a perpetual sewer utility easement to erect, construct, install, lay, use, operate, inspect, clean, repair, maintain, replace, and remove septic tanks, pumps, discharge pipes and accessories thereto, over and across and through the land of GRANTOR(S) situated in Marshall County, State of Indiana, said land being described as follows:

The owners of land as described in Deed Book 1986, page 12770 was recorded in the office of the Recorder of Marshall County, Indiana

7 dated  
Duly entered for ~~taxation~~ subject to final acceptance for transfer 10-24-91

590535/2111  
Key Number

Marshall  
Auditor, Marshall Cty.

RECORDED

OCT 24 8 01 AM '91

SUL & BROS. - JUDEN  
MARSHALL COUNTY, INDIANA

Said easement hereby granted is more particularly shown on the plat attached hereto and made a part hereof and marked as EXHIBIT A, which is incorporated herein by reference, together with the right of ingress and egress over the adjacent lands of the GRANTOR(S), his, her, or their successors and assigns, for the purposes of this easement.

The GRANTEE hereby covenants and agrees that after any use of this easement by it which causes substantial damage to the real estate, it will restore the area disturbed by its use to as near the condition prior to the use as is practicable.

Executed at Lapaz, Indiana, this 24<sup>th</sup> day of April, 1990.

Robert Albert

Robert Albert

Dale L. Albert

DALE L. ALBERT

STATE OF INDIANA )  
 ) SS:  
MARSHALL COUNTY )

Before me a Notary Public, in and for said County and State, personally appeared the within named

Robert Albert and Dale L. Albert  
GRANTOR(S) and acknowledged the execution of the foregoing easement to be his, her, or their voluntary act and deed for the uses and purposes therein set forth.

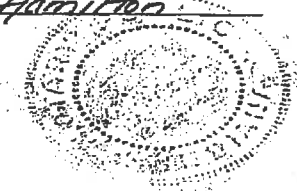
WITNESS my hand and Notarial Seal this 24<sup>th</sup> day of April, 1990.

My Commission Expires:  
Dec. 13, 1991

Donald R. West  
NOTARY PUBLIC  
Residence County: Hamilton

THIS INSTRUMENT PREPARED BY  
PETER ROCKAWAY & ASSOCIATES  
PLYMOUTH, INDIANA

REC'D 10-17-91 2:30

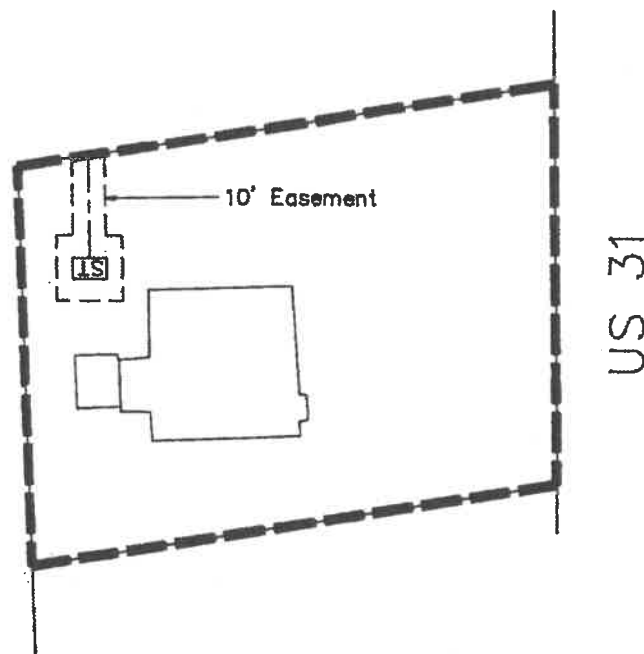


916343  
EXHIBIT A

1991 PLAT 12708



SCALE: 1" = 50'



LEGEND	
<b>ST</b>	Septic tank
---	Service Lateral
---	Existing Structures
---	Property Line
---	Easement

Structure Number 292

APY

NOTE: Easement dimensions are from the center of the final location of septic tanks & service laterals. In no instance shall the easement encroach upon existing structures.

Sheet Number 17



**201705217**  
**MARLENE MAHLER**  
**MARSHALL COUNTY RECORDER**  
**10/09/2017 9:32 AM**  
**REC FEE: 25.00 PGS: 8**

**Line Name:** Jackson Road - Marshall  
**Line No.:** TLN385:94154 **Easement No.:** 240

### EASEMENT AND RIGHT OF WAY

On this 21<sup>st</sup> day of July, 2017, in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, **Cleo J. Albert, Trustee of the Cleo J. Albert Revocable Living Trust dated December 2, 2005, a 1/2 interest, David L. Albert and Susan Albert, husband and wife, a 1/2 interest, as tenants in common, and Cleo J. Albert, as a life estate interest**, whose address is PO Box 376, LaPaz, Indiana 46537, ("Grantor"), whether one or more persons, hereby grants, sells, conveys, and warrants to **AEP Indiana Michigan Transmission Company, Inc., a(n) Indiana corporation, a unit of American Electric Power**, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, ("AEP") and its successors, assigns, lessees and tenants a permanent easement and right of way ("Easement"), for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across the following described lands of the Grantor, situated in the State of Indiana, Marshall County, North Township, SW 1/4, Section No. 5 MRL, Township No. 35 North, Range No. 2 East.

Grantor(s) claims title by Quit Claim Deed Instrument Number 201501338 recorded March 26, 2015; Trustee's Deed, Instrument Number 201504110 recorded August 17, 2015 in the Marshall County Recorder's Office.

Auditor/Key/Tax Number: 50-52-95-404-417.000-010, 50-52-95-404-418.000-010

The Easement Area is more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

### GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS:

The right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables; together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement herein granted.

The right, in AEP's discretion, now or in the future, to cut down, trim, remove, and otherwise control, using herbicides or

DULY NOTED 10-9-2017  
50-52-95-404-417.000-010  
 KEY NUMBER AUDITOR, MARSHALL COUNTY  
50-52-95-404-418.000-010  
*Julia A. Jof*

**AS PRESENTED**

SEP 26 2017

MARLENE MAHLER, RECORDER  
 MARSHALL COUNTY, INDIANA

The right, in AEP's discretion, now or in the future, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means, any and all trees, overhanging branches, vegetation or brush situated within the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

**THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:**

The Grantor reserves the right to cultivate annual crops, pasture, construct fences (provided gates are installed that adequately provide AEP the access rights conveyed herein) and roads or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. In no event, however, shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

AEP agrees to repair or pay the Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, or lawns that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

**Any remaining space on this page left intentionally blank. See next page for signatures.**

IN WITNESS WHEREOF, said Grantor have hereunto set their hand(s) and seal(s) as of the last date set forth below.

GRANTOR

Cleo J. Albert Revocable Living Trust dated December 2, 2005

Cleo J. Albert Trustee

By: Cleo J. Albert, Trustee

of the Cleo J. Albert Revocable Living Trust dated December 2, 2005

State of Indiana §

§ SS:

County of Marshall §

This instrument was acknowledged before me on this 21<sup>st</sup> day of July, 2017 by Cleo J. Albert, Trustee, of Cleo J. Albert Revocable Living Trust dated December 2, 2005 on behalf of said Trust.

John C. Krueckberg  
Notary Public

Print Name:

John C. Krueckberg

My Commission Expires:

6-1-2025

I am a resident of

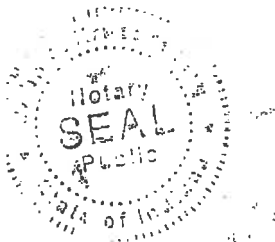
LaPorte

County,

Indiana

Acting in the County of

Marshall



IN WITNESS WHEREOF, said Grantor have hereunto set their hand(s) and seal(s) as of the last date set forth below.

GRANTOR

Cleo J. Albert  
Cleo J. Albert

State of Indiana §  
§ SS:  
County of Marshall §

This instrument was acknowledged before me on this 21<sup>st</sup> day of July, 2017 by Cleo J. Albert, unmarried and of legal age.



John C. Kneackenberg  
Notary Public

Print Name: John C. Kneackenberg

My Commission Expires: 6-1-2025

I am a resident of LaPorte County, Indiana

Acting in the County of Marshall

IN WITNESS WHEREOF, said Grantor have hereunto set their hand(s) and seal(s) as of the last date set forth below.

GRANTOR

David L. Albert  
David L. Albert

State of Indiana §  
§ SS:  
County of Marshall §

This instrument was acknowledged before me on this 21<sup>st</sup> day of July, 2017 by David L. Albert, married, husband.



John C. Kneckeberg  
Notary Public  
Print Name: John C. Kneckeberg  
My Commission Expires: 6-1-2025  
I am a resident of LaPorte County, Indiana  
Acting in the County of Marshall



IN WITNESS WHEREOF, said Grantor have hereunto set their hand(s) and seal(s) as of the last date set forth below.

GRANTOR

Susan Albert  
Susan Albert

State of Indiana §  
§ SS:  
County of Marshall §

This instrument was acknowledged before me on this 21<sup>st</sup> day of July, 2017 by Susan Albert, married, wife.

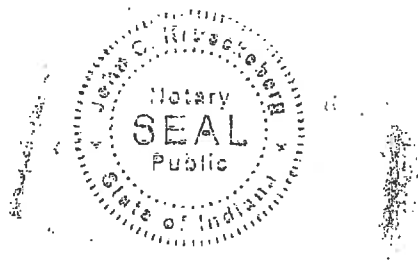
John C. Kruedtsberg  
Notary Public

Print Name: John C. Kruedtsberg

My Commission Expires: 6-1-2025

I am a resident of LaPorte County, Indiana

Acting in the County of Marshall



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. Thomas G. St. Pierre

This instrument prepared by Thomas G. St. Pierre, Assistant General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of AEP Indiana Michigan Transmission Company, Inc., a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, PO Box 60, Fort Wayne, IN 46801

# EXHIBIT "A"

## LEGAL DESCRIPTION

PART OF THE SOUTH HALF OF FRACTIONAL SECTION 5 M.R.L., TOWNSHIP 35 NORTH, RANGE 2 EAST, MARSHALL COUNTY, INDIANA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE ORIGINAL WEST 100 FOOT RIGHT OF WAY OF MICHIGAN ROAD AND THE SOUTH LINE OF FRACTIONAL SECTION 5 M.R.L.; THENCE NORTH 00 DEGREES 40 MINUTES 18 SECONDS EAST, (STATE PLANE GRID BASIS OF BEARINGS), 727.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 12 DEGREES 30 MINUTES 14 SECONDS EAST, 228.22 FEET; THENCE NORTH 09 DEGREES 36 MINUTES 32 SECONDS EAST, 109.23 FEET; THENCE NORTH 83 DEGREES 51 MINUTES 47 SECONDS EAST, 41.24 FEET TO THE WEST RIGHT OF WAY OF MICHIGAN ROAD; THENCE, ALONG SAID LINE, SOUTH 07 DEGREES 40 MINUTES 38 SECONDS WEST, 275.05 FEET TO THE NORTH RIGHT OF WAY OF US HWY 6; THENCE, ALONG SAID LINE, SOUTH 45 DEGREES 48 MINUTES 08 SECONDS WEST, 84.99 FEET; THENCE, CONTINUING ALONG SAID LINE, SOUTH 83 DEGREES 51 MINUTES 47 SECONDS WEST, 10.80 FEET TO THE POINT OF BEGINNING CONTAINING 0.341 ACRES OF LAND MORE OR LESS AND BEING SUBJECT ALL EASEMENTS AND RIGHTS OF WAY OF RECORD.



**AEP INDIANA MICHIGAN  
TRANSMISSION COMPANY, INC.**

**JACKSON ROAD-MARSHALL**

**EASEMENT ACROSS THE LANDS OF  
CLEO J. ALBERT, TRUSTEE, OF THE CLEO J. ALBERT  
REVOCABLE LIVING TRUST DATED DECEMBER 2, 2005,  
A 1/2 INTEREST AND A LIFE ESTATE AND  
DAVID L. AND SUSAN ALBERT A 1/2 INTEREST  
CONTAINING ± 0.341 ACRES**

SCALE: 1" = 50'

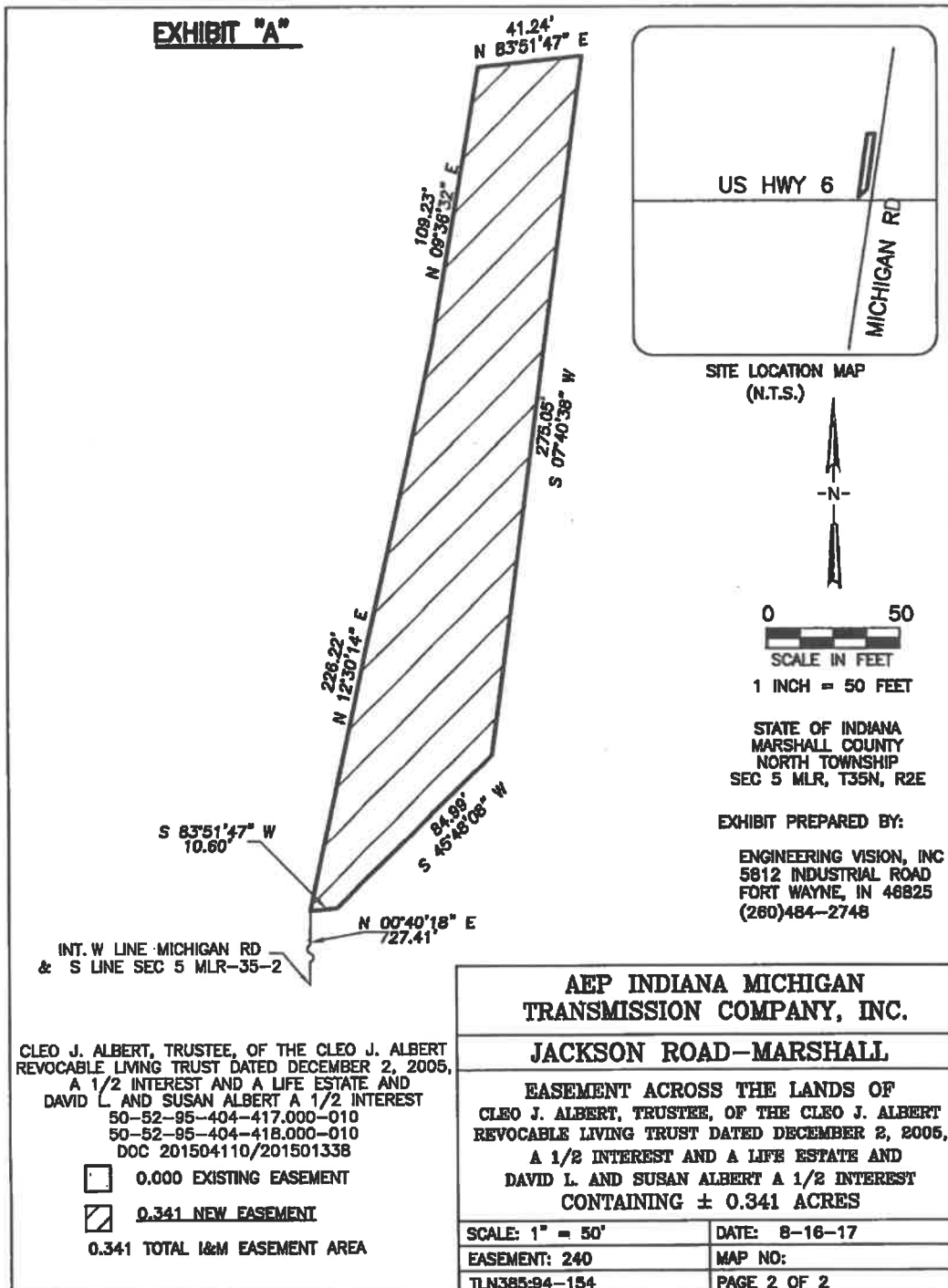
DATE: 8-16-17

EASEMENT: 240

MAP NO:

TLN385:94-154

PAGE 1 OF 2





**201705218**  
**MARLENE MAHLER**  
**MARSHALL COUNTY RECORDER**  
**10/09/2017 9:32 AM**  
**REC FEE: 25.00 PGS: 7**

**Line Name:** Jackson Road - Marshall  
**Line No.:** TLN385:94154 Easement No.: 238

### EASEMENT AND RIGHT OF WAY

On this 21<sup>st</sup> day of July, 2017, in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, Cleo J. Albert, unmarried, a 1/3 interest, Susan K. Good, unmarried, a 1/3 interest, and Sharon Balka, unmarried, a 1/3 interest, as tenants in common, whose address is 712 South Michigan Street, PO Box 187, LaPaz, Indiana 46537, ("Grantor"), whether one or more persons, hereby grants, sells, conveys, and warrants to AEP Indiana Michigan Transmission Company, Inc., a(n) Indiana corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, ("AEP") and its successors, assigns, lessees and tenants a permanent easement and right of way ("Easement"), for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across the following described lands of the Grantor, situated in the State of Indiana, Marshall County, North Township, SW 1/4, Section No. 5 MRL, Township No. 35 North, Range No. 2 East.

Grantor(s) claims title by Personal Representative's Deed Book 1995, Page 8154 recorded June 19, 1995; Quitclaim Deed Book 1986, Page 12768 recorded November 25, 1986; Quit-Claim Deed Instrument Number 977850 recorded November 4, 1997 in the Marshall County Recorder's Office.

Auditor/Key/Tax Number: 50-52-95-404-416.000-010; 50-52-95-404-415.000-010

The Easement Area is more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

### GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS:

The right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables; together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement herein granted.

The right, in AEP's discretion, now or in the future, to cut down, trim, remove, and otherwise control, using herbicides or

DULY NOTED 10-9-2017  
50-52-95-404-416.000-010  
 KEY NUMBER AUDITOR, MARSHALL COUNTY  
50-52-95-404-416.000-010  
*Julie A. Fox*

**AS PRESENTED**

SEP 26 2017

MARLENE MAHLER, RECORDER  
 MARSHALL COUNTY, INDIANA

tree growth regulators or other means, any and all trees, overhanging branches, vegetation or brush situated within the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

**THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:**

The Grantor reserves the right to cultivate annual crops, pasture, construct fences (provided gates are installed that adequately provide AEP the access rights conveyed herein) and roads or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. In no event, however, shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

AEP agrees to repair or pay the Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, or lawns that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

**Any remaining space on this page left intentionally blank. See next page for signatures.**

IN WITNESS WHEREOF, said Grantor have hereunto set their hand(s) and seal(s) as of the last date set forth below.

GRANTOR

Cleo J. Albert  
Cleo J. Albert

State of Indiana §  
§ SS:  
County of Marshall §

This instrument was acknowledged before me on this 21<sup>st</sup> day of July, 2017 by Cleo J. Albert, unmarried and of legal age.



John C. Krawcheck  
Notary Public  
Print Name: John C. Krawcheck  
My Commission Expires: 6-1-2025  
I am a resident of LaPorte County, Indiana  
Acting in the County of Marshall

IN WITNESS WHEREOF, said Grantor have hereunto set their hand(s) and seal(s) as of the last date set forth below.

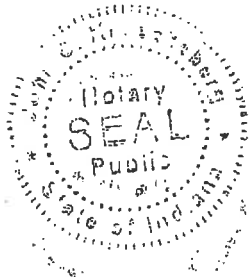
GRANTOR

Susan K. Good  
Susan K. Good

State of Indiana §  
§ SS:  
County of Marshall §

This instrument was acknowledged before me on this 21<sup>st</sup> day of July, 2017 by Susan K. Good, unmarried and of legal age.

John C. Knechtberg  
Notary Public  
Print Name: John C. Knechtberg  
My Commission Expires: 6-1-2025  
I am a resident of LaPorte County, Indiana  
Acting in the County of Marshall



IN WITNESS WHEREOF, said Grantor have hereunto set their hand(s) and seal(s) as of the last date set forth below.

GRANTOR

Sharon Balka

Sharon Balka

State of Indiana §  
§ SS:  
County of Marshall §

This instrument was acknowledged before me on this 21<sup>st</sup> day of July, 2017 by Sharon Balka, unmarried and of legal age.



John C. Krauskeberg  
Notary Public  
Print Name: John C. Krauskeberg  
My Commission Expires: 6-1-2025  
I am a resident of LaPorte County, Indiana  
Acting in the County of Marshall

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. Thomas G. St. Pierre

This instrument prepared by Thomas G. St. Pierre, Assistant General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of AEP Indiana Michigan Transmission Company, Inc., a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, PO Box 60, Fort Wayne, IN 46801



## EXHIBIT "A"

### LEGAL DESCRIPTION

PART OF THE SOUTH HALF OF FRACTIONAL SECTION 5 M.L.R., TOWNSHIP 35 NORTH, RANGE 2 EAST, MARSHALL COUNTY, INDIANA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF FRACTIONAL SECTION 5 M.L.R.; THENCE SOUTH 75 DEGREES 20 MINUTES 05 SECONDS EAST, (STATE PLANE GRID BASIS OF BEARINGS), 4311.70 FEET TO THE POINT OF BEGINNING SAID POINT BEING ON THE SOUTH LINE OF PROPERTY OWNED BY DAVID AND SUSAN ALBERT; THENCE, ALONG SAID LINE, SOUTH 79 DEGREES 59 MINUTES 38 SECONDS EAST, 40.00 FEET TO THE WEST RIGHT OF WAY OF OLD US 31; THENCE, ALONG SAID LINE, 462.14 FEET ALONG A CURVE DEFLECTING TO THE LEFT AND HAVING A RADIUS OF 11515.85 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING OF SOUTH 08 DEGREES 51 MINUTES 26 SECONDS WEST AND A LENGTH OF 462.11 FEET TO THE NORTH LINE OF PROPERTY OWNED BY CLEO ALBERT, ETAL; THENCE, ALONG SAID LINE, SOUTH 83 DEGREES 51 MINUTES 47 SECONDS WEST, 41.19 FEET; THENCE, LEAVING SAID LINE, NORTH 07 DEGREES 40 MINUTES 37 SECONDS EAST, 3.69 FEET; THENCE 469.91 FEET ALONG A CURVE DEFLECTING TO THE RIGHT AND HAVING A RADIUS OF 11555.85 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 08 DEGREES 50 MINUTES 31 SECONDS EAST AND A LENGTH OF 469.88 FEET TO THE POINT OF BEGINNING CONTAINING 0.430 ACRES OF LAND MORE OR LESS AND BEING SUBJECT ALL EASEMENTS AND RIGHTS OF WAY OF RECORD.



**AEP INDIANA MICHIGAN  
TRANSMISSION COMPANY, INC.**

**JACKSON ROAD-MARSHALL**

**EASEMENT ACROSS THE LANDS OF  
CLEO J. ALBERT, A 1/3 INTEREST,  
SUSAN K. GOOD, A 1/3 INTEREST,  
AND SHARON BALKA, A 1/3 INTEREST  
CONTAINING ± 0.430 ACRES**

SCALE: 1" = 100'

DATE: 9-21-17

EASEMENT: 238

MAP NO:

TLN385:94-154

PAGE 1 OF 2

# EXHIBIT "A"

NW COR S HALF  
SEC. 5 MLR-35-2

4311.70'  
S 75°20'05" E

S 78°59'36" E  
40.00'

L=469.91'  
R=11555.85'  
C LEN=469.88'  
BRG=N 08°50'31" E

L=462.14'  
R=11515.85'  
C LEN=462.11'  
BRG=S 08°51'26" W

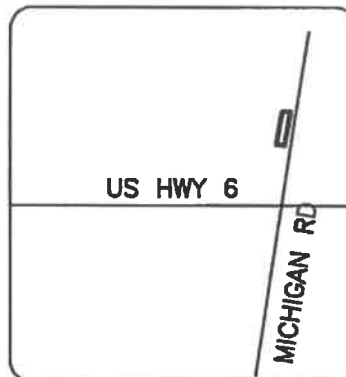
N 07°40'37" E  
3.68'  
41.19'  
S 83°51'47" W

CLEO J. ALBERT, A 1/3 INTEREST,  
SUSAN K. GOOD, A 1/3 INTEREST,  
AND SHARON BALK, A 1/3 INTEREST  
50-52-95-404-418.000-010  
50-52-95-404-415.000-010  
DOC 1995-8154  
DOC 1988-12768  
DOC 977850

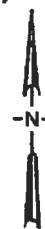
☐ 0.000 EXISTING EASEMENT

☒ 0.430 NEW EASEMENT

0.430 TOTAL I&M EASEMENT AREA



SITE LOCATION MAP  
(N.T.S.)



0 100  
SCALE IN FEET  
1 INCH = 100 FEET

STATE OF INDIANA  
MARSHALL COUNTY  
NORTH TOWNSHIP  
SEC 5 MLR, T35N, R2E

EXHIBIT PREPARED BY:

ENGINEERING VISION, INC  
5812 INDUSTRIAL ROAD  
FORT WAYNE, IN 46825  
(260)484-2748

## AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC.

### JACKSON ROAD-MARSHALL

EASEMENT ACROSS THE LANDS OF  
CLEO J. ALBERT, A 1/3 INTEREST,  
SUSAN K. GOOD, A 1/3 INTEREST,  
AND SHARON BALK, A 1/3 INTEREST  
CONTAINING ± 0.430 ACRES

SCALE: 1" = 100'

DATE: 9-21-17

EASEMENT: 238

MAP NO:

TLN385:94-154

PAGE 2 OF 2



**201705217**  
**MARLENE MAHLER**  
**MARSHALL COUNTY RECORDER**  
**10/09/2017 9:32 AM**  
**REC FEE: 25.00 PGS: 8**

**Line Name:** Jackson Road - Marshall  
**Line No.:** TLN385:94154 **Easement No.:** 240

### EASEMENT AND RIGHT OF WAY

On this 21<sup>st</sup> day of July, 2017, in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, Cleo J. Albert, Trustee of the Cleo J. Albert Revocable Living Trust dated December 2, 2005, a 1/2 interest, David L. Albert and Susan Albert, husband and wife, a 1/2 interest, as tenants in common, and Cleo J. Albert, as a life estate interest, whose address is PO Box 376, LaPaz, Indiana 46537, ("Grantor"), whether one or more persons, hereby grants, sells, conveys, and warrants to AEP Indiana Michigan Transmission Company, Inc., a(n) Indiana corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, ("AEP") and its successors, assigns, lessees and tenants a permanent easement and right of way ("Easement"), for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across the following described lands of the Grantor, situated in the State of Indiana, Marshall County, North Township, SW 1/4, Section No. 5 MRL, Township No. 35 North, Range No. 2 East.

Grantor(s) claims title by Quit Claim Deed Instrument Number 201501338 recorded March 26, 2015; Trustee's Deed, Instrument Number 201504110 recorded August 17, 2015 in the Marshall County Recorder's Office.

Auditor/Key/Tax Number: 50-52-95-404-417.000-010, 50-52-95-404-418.000-010

The Easement Area is more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

### GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS:

The right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables; together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement herein granted.

The right, in AEP's discretion, now or in the future, to cut down, trim, remove, and otherwise control, using herbicides or

DULY NOTED 10-9-2017  
50-52-95-404-417.000-010  
 KEY NUMBER AUDITOR, MARSHALL COUNTY  
50-52-95-404-418.000-010  
*Julie A. Fox*

**AS PRESENTED**

SEP 26 2017

MARLENE MAHLER, RECORDER  
 MARSHALL COUNTY, INDIANA

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Marshall County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the State of Indiana to improve, hereby grant, bargain, warrant and convey to the State of Indiana, for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the State Highway Department of Indiana. The description from said plans of said right of way hereby granted is as follows:

PLANS ON SR. NO. 6 & 31 SEC. F PROJ. No. 209 (5) 10 (12) SEC. DATED  
SEC. MRL 5 T. 35 N. R. 2 E 4.22 ACRES, MORE OR LESS, ACQUIRED

Descriptions are of parcels of land lying between the plan centerline and the plan right of way line on the above designated project.

Measured distances along plan centerline are indicated by Station Number and plus.

Widths of parcels are indicated in feet, measured at a right angle from plan centerline at designated Station Number and plus; however, when Station Number and plus is followed by the letters P.L.; F.L.; F.D.; L.L. or C/L.S. (indicating property line, Fence Line, Field Division, Lot Line and Centerline of Stream respectively) or other identifying notations, it shall mean that the boundary line follows said identified line from plan centerline to plan right of way line.

FROM STATION to STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
ON CENTERLINE (C/L) S-11-BL		
27 + 52 PL. to 47 + 15	55 feet	PL. feet
47 + 15 to 360 + 00 Line PR 1	55 left of line feet	feet
to	S-11-BL to 57 left of line PR 1	feet
Line PR 1 Project F 10 (12)	feet	feet
359 + 00 to 369 + 00 PL	57 feet	feet
to	feet	feet
355 + 21 PL to 357 + 28	50 feet	feet
357 + 28 to 46 + 99 Line "S-11-BR"	50 left of PR feet	feet
to	to PL right of Line S-11-BR	feet
376 + 00 PL to 376 + 87 PL	50 feet	feet
If Grantors remove the buildings (bowling alley, two filling pumps, and equipment used in said businesses) from the real estate herein conveyed on or before the 1st. day of July, 1955, or such subsequent date thereto as Grantee may agree to in writing, then the same shall become the property of Grantors, otherwise title thereto and ownership thereof shall remain in Grantee with full power to remove and dispose of the same.	feet	feet
The following described right of way is temporary right of way for the removal of buildings from the permanent right of way hereinbefore described on said project and will revert back to the permanent right of way hereinbefore described on the completion of said project.	feet	feet
Line PR 1 to	feet	feet
355 + 21 PL to 357 + 82 PL	PL feet	feet
to	feet	feet
\$5,000.00 to be held in Escrow, payable upon complete fulfillment of above building and equipment removal clause and complete right of way clearance.	feet	feet
to	feet	feet

For Release of Temporary R/W easement, see Record 175, Page 641

to \_\_\_\_\_ feet \_\_\_\_\_ feet  
to \_\_\_\_\_ feet \_\_\_\_\_ feet

The above and foregoing grant is made in consideration of payment of the sum of  
Two Hundred Thirty-five thousand \_\_\_\_\_ no/100 Dollars (\$ 235,000.00 \_\_\_\_\_),

which sum shall be paid or held in escrow as specified to the order of

Foster Albert \$230,000.00 and \$5,000.00 (ESCROW)

APPROVED	
Supervisor	
Asst. Supr.	
Office Eng.	
Office Supr.	
Office Mgr.	

LaPaz, Indiana

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and to use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to any minerals or other substances underneath the surface, except as it may be used for the construction or maintenance of such improved highways.

Any and all timber, shrubbery, fences, buildings and all other physical improvements on the above granted right of way, not specifically reserved by special provision stated above, shall become the property of the State of Indiana.

When, by special provisions as stated above, any trees and/or shrubs are to be left standing on said right of way, it is mutually agreed and understood by grantor and grantee, that such special provision is only for such period as the excepted trees and/or shrubs shall not constitute an obstruction to future construction or hazard to power lines or traffic as shall be determined from time to time by the State Highway Department of Indiana through its authorized representatives.

It is understood and agreed that all provisions of this grant are stated above and that no verbal agreements or promises are binding.

It is also mutually agreed by grantor and grantee that this is a permanent easement unless otherwise specified for Highway purposes and shall be binding until specifically vacated by resolution by the State Highway Department of Indiana.

Grantor further agrees to assume for the property described above all taxes payable for current and prior years and any taxes now a lien on said property.

The undersigned Grantors

being duly sworn, says that he, she (is) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the State Highway Department of Indiana to pay them the amount herein stipulated.

Mortgagee:

This grant is to be and become effective and binding from and after its approval by the Chairman of the State Highway Department of Indiana.

Attest:

Assistant Secretary

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

Asst. Manager  
of The Texas Company

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

Dated May 7, 1955

CHECKED WITH PROJECT  
PLANS DATED 5-11-55  
BY Ronald Gill

AMOUNT  
APPROVED MAY 24 '55  
BY Nile Teverbaugh

THE ABOVE GRANT IS HEREBY ACCEPTED.  
STATE OF INDIANA  
BY Neil R. Godwin  
Chairman, STATE HIGHWAY DEPARTMENT OF INDIANA  
DATE 5-25, 1955

DESCRIPTION  
& FORM OK'D 5-11-55  
BY Jack C. Daw  
Jack C. Daw

PAID BY A-014500  
WARRANT No. A-014500  
DATED June 16, 1955

MAY 12 1955

State of Indiana, County of Marshall ss:

Personally appeared before me Carl A. Sweeney  
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the  
facts therein are true, this 27th day of April, 1955.

Witness my hand and official seal.

My Commission expires June 23, 1957

Ethel B. Sanders  
Ethel B. Sanders

Notary Public.

State of ~~Indiana~~ Illinois, County of Cook ss:

Personally appeared before me C. R. Frohlin, Asst. Manager of The Texas Company  
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the  
facts therein are true, this 6th day of May, 1955.

Witness my hand and official seal.

My Commission expires January 21, 1958

Carol Becker  
Carol Becker

Notary Public.

State of Indiana, County of Marshall ss:

Personally appeared before me Foster Albert and Elaine Albert  
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the  
facts therein are true, this 7th day of May, 1955.

Witness my hand and official seal.

My Commission expires June 23, 1957

Ethel B. Sanders  
Ethel B. Sanders

Notary Public.

State of Indiana, County of \_\_\_\_\_ ss:

Personally appeared before me \_\_\_\_\_  
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the  
facts therein are true, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Witness my hand and official seal.

My Commission expires \_\_\_\_\_

Notary Public.

State of Indiana, County of \_\_\_\_\_ ss:

Personally appeared before me \_\_\_\_\_  
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the  
facts therein are true, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Witness my hand and official seal.

My Commission expires \_\_\_\_\_

Notary Public.

State of Indiana, County of \_\_\_\_\_ ss:

Personally appeared before me \_\_\_\_\_  
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the  
facts therein are true, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Witness my hand and official seal.

My Commission expires \_\_\_\_\_

Notary Public.

The undersigned owner of a mortgage and/or lien on the land of which the right of way described  
in the attached grant, is conveyed, hereby releases from said mortgage and/or lien said granted right of  
way, and do hereby consent to the payment of the consideration therefor as directed in said grant, this

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Seal)

(Seal)

(Seal)

(Seal)

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss:

Personally appeared before me \_\_\_\_\_

\_\_\_\_\_ above named and duly acknowledged the execution of the above  
release the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Witness my hand and official seal.

My Commission expires \_\_\_\_\_

87374

Notary Public.

RECEIVED FOR RECORD THE 27th  
DAY OF June A. D., 1955  
AT 8:20 O'CLOCK A.M. AND RECORDED  
IN Deed RECORD 152 PAGE 442  
Robert D. Milner  
ROBERT D. MILNER, RECORDER MARSHALL CO.

State of Indiana, Marshall County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 18th day of January, A.D., 1939, personally appeared the within named --- Charles W. Williams and Mabel J. Williams, his wife, ---- Grantors in the above conveyance, and acknowledged the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

Margaret Foltz

Notary Public



My Commission expires April 25th 1940

\$4.50 in revenue stamps attached.

Received for record the 18 day of January, 1939 at 2:45 o'clock P.M.

*Wm. H. Baschler*

RECORDER OF MARSHALL COUNTY

326

DEED OF EASEMENT  
Form No. 6- I. & M.

Name and Address D  
Mr. Foster Albert MA  
LaPaz, Indiana.

JAN 13 '39

JB RL

Eas. No 32-B Map No. 651  
Drg. No. D-3-2326 Reg L.O. No. 1500-32

This Indenture, made this 29th day of Sept. 1938, by and between Foster Albert & Elaine Albert his wife, ~~(an-unmarried)~~ of the County of Marshall in the State of INDIANA, parties of the first part, and INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Indiana, party of the second part.

Witnesseth: That for One Dollar (\$1.00) in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, and the contemplated plan of furnishing service in the vicinity, said parties of the first part hereby grant, bargain sell, convey, and warrant, to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain A line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out abutting the following described lands situated in North Township, in the County of Marshall in the State of INDIANA, and part of Section No 5, Township No 35 N and Range No 2 E and bounded and described as follows:

On The North By the Lands Of -Elmer Albert

On The East By The Lands Of -Guy Thayer

On The South By The Lands Of -Elmer Albert

On The West By The Lands Of -Elmer Albert

One Stub & Guy To Be Installed On This Property,

Guy To Be Set No More Than 3 Feet from Pole.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms, or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, to cut and, at its option, remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures

and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops, and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 220 West Colfax Ave., South Bend, Ind., within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated and this indenture contains all agreements, expressed or implied, between the parties hereto.

To Have and to Hold the same unto said party of the second part, its successors and assigns.

In Witness Whereof, the parties of the first part have hereunto set their hand the day and year first above written.

Signed and Acknowledged in the presence of :

Allan Curran

Foster Albert

Elaine Albert

THE STATE OF INDIANA, )  
St. Joseph County ) ss.

Before me, H.T. Calvert, a Notary Public in and for said County and State, this 29th day of Sept. 1938 personally appeared the above named Foster Albert & Elaine Albert and acknowledged the execution of the annexed deed of easement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above written.

H.T. Calvert

Notary Public.

My commission expires Sept. 23, 1940

Received for record the 21 day of January, A.D., 1939 at 9:25 o'clock A.M.



*Wm H. Baseley*  
RECORDER OF MARSHALL COUNTY

306

# WARRANTY DEED

This Indenture Witnesseth, That Tressie Marie Carvey and Lawrence E. Carvey, her husband of Marshall County, in the State of Indiana Convey and Warrant to THE LA PORTE SAVINGS BANK of LaPorte County, in the State of Indiana, for and in consideration of One dollar and other valuable considerations -----Dollars, the receipt whereof is hereby acknowledged, the following described Real Estate in Marshall County in the State of Indiana, to-wit:

The North half (N $\frac{1}{2}$ ) of Lot number one hundred seven (107) in the Original Plat of the town, now city, of Plymouth, Indiana.

Subject to all unpaid taxes and assessments, if any.

In Witness Whereof, The said grantors have hereunto set their hands and seals, this 30th day of December 1938

Tressie Marie Carvey (SEAL)

Lawrence E. Carvey (SEAL)





DocId:8050826

Tx:4036430

**202204246**

**JANET HOWARD**

**MARSHALL COUNTY RECORDER**

**07/27/2022 10:31 AM**

**REC FEE: 25.00 PGS: 8**

### **Environmental Restrictive Covenant**

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 1<sup>st</sup> day of July, 2021, by **Susan Good & Sharon Balka, Trustees of Cleo J. Albert Irrevocable Trust ½ Interest, & Shirley A. Albert ½ Interest as Successor Trustee of the Robert H. Intervivos Trust of October 23, 2000 as Warranted to David L. Albert and Susan Albert, Husband and Wife** (together with all successors and assignees, collectively "Owner"). The Real Estate consists of approximately 1.60 acres and has also been identified by the county as parcel identification number **50-52-95-404-417.000-010 & 50-52-95-404-418.000-010**.

WHEREAS: Owner is the fee owner of certain real estate in the County of **Marshall, Indiana**, which is located at 724 South Michigan Street, LaPaz, Indiana and more particularly described in the attached Exhibit "A" ("Real Estate"), which is hereby incorporated and made a part hereof. **This Real Estate Owned by Susan Good & Sharon Balka, Trustees of Cleo J. Albert Irrevocable Trust ½ Interest (Real estate acquired by deed on June 8, 2022 and recorded on June 10, 2022 as Deed Record 202203366, in the office of the Recorder of Marshall County, Indiana) & Shirley A. Albert ½ Interest as Successor Trustee of the Robert H. Albert Intervivos Trust of October 23, 2000 as Warranted to David L. Albert and Susan Albert, Husband and Wife (Real estate acquired by deed on August 13, 2015, and recorded on August 17, 2015 as Deed Record 201504110, in the office of the Recorder of Marshall County, Indiana).** The Real Estate consists of approximately 1.60 acres and has also been identified by the county as parcel identification number **50-52-95-404-417.000-010 & 50-52-95-404-418.000-010**. The Real Estate, to which the restrictions in this Covenant apply, is also depicted on a map attached hereto as **Exhibit A**.

WHEREAS: Corrective action was implemented in accordance with IC 13-23 and other applicable Indiana law as a result of a release of petroleum relating to the Albert's Service Station. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is **1996-01516**, and the relevant facility identification number is **16871**.

WHEREAS: Certain contaminants of concern ("COCs") remain in the groundwater and soil of the Real Estate following completion of corrective action. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the land use restrictions contained herein are implemented to protect human health and the environment.

WHEREAS: Environmental investigation reports and other related documents are hereby incorporated by reference and may be examined at the offices of the Department, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. The documents may also be viewed electronically in the Department's Virtual File Cabinet by accessing the Department's Web Site (currently [www.in.gov/idem/](http://www.in.gov/idem/)).

NOW THEREFORE, David L. Albert and Susan Albert, and Susan Good and Sharon Balka subject the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

## I. RESTRICTIONS

### 1. Restrictions. The Owners:

- (a) Shall not use or allow the use of the Real Estate for daily childcare facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of the Shallow Groundwater at The Real Estate for any purpose, including, but not limited to: human or animal consumption, gardening, industrial processes, or agriculture, except that Shallow Groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.
- (c) Shall neither engage in nor allow excavation of soil at depths greater than 30 (thirty) feet in the area identified by Longitude W86.310930° eastward to W86.310605°, and Latitude N41.450278° northward to N41.450441° as the "Construction Worker Restriction Area. In addition, the Owner shall provide written notice to the Department in accordance with paragraph 14 below at least 30 (thirty) days before the start of soil disturbance activities. The owner, upon the Department's request, shall provide the Department evidence showing the excavated and restored area does not represent a threat to human health or the environment.
- (d) Prior to the construction of new structures to be occupied by persons at the Real Estate, the current Owner of the Real Estate shall confirm there is no unacceptable exposure risk due to vapor migration in accordance with then-applicable agency guidance, regulation, or law. This may include conducting groundwater, soil, and/or soil-gas sampling for the volatile organic compounds ("VOCs") or semi-volatile organic compounds ("SVOCs") of concern. The results and analyses of such sampling shall be presented to IDEM in support of the Owner's determination whether an unacceptable vapor exposure risk exists. If the results demonstrate that no such risk currently exists, IDEM will provide its concurrence in writing and grant the Owner a waiver of this restriction for the proposed change in site use and/or new construction. If the results demonstrate that an unacceptable risk to human health exists, then the Owner must submit plans for mitigation for approval by IDEM and must conduct adequate indoor sampling to demonstrate the effectiveness of the approved remedy.

## II. GENERAL PROVISIONS

- 2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon, and inure to the benefit of the

Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in or right to occupancy in all or any part of the Real Estate by any person shall affect the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.

3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent Owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of monitoring compliance with this Covenant and ensuring its protectiveness; this right includes the right to take samples and inspect records.
5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED     /     /2022, RECORDED IN THE OFFICE OF THE RECORDER OF MARSHALL COUNTY ON     /     /2022, INSTRUMENT NUMBER (or other identifying reference)     IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.**

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and: (a) include a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if it has been recorded, its recording reference, and (c) the name and business address of the transferee.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

### III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate IDEM if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, IDEM shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

### IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that the contaminants of concern no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of MARSHALL County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

### V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner of its obligation to comply with any other applicable laws.
13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, guidance, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.

14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

**To Owners:**

Susan K. Good  
PO Box 850  
LaPaz, Indiana 46537

Sharon J. Balka  
PO Box 374  
LaPaz, Indiana 46537

David L. Albert and Susan Albert  
P.O Box 376 (mail)  
702 South Michigan Street  
LaPaz, Indiana 46537

---

**To Department:**

IDEM, Office of Land Quality  
100 N. Senate Avenue  
IGCN 1101  
Indianapolis, IN 46204-2251  
Attn: Chief Petroleum Remediation Program

An Owner may change its address or the individual to whose attention a notice is to be sent by giving written notice via certified mail.

15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, *Susan K. Good, Sharon J. Balka and David L. Albert & Susan Albert*, the said Owner of the Real Estate described above has caused this Environmental

Restrictive Covenant to be executed on this 27 day of July, 2022.

STATE OF Indiana )  
 ) ss:

COUNTY OF Marshall )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared: \_\_\_\_\_

Susan K. Good

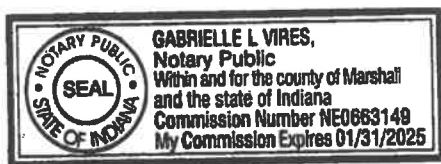
Sharon J. Balka

David L. Albert

**Susan Albert**

Owners, who acknowledge the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 27 day of July, 2022.



Marshall Vries, Notary Public  
Residing in Marshall County, IN

My Commission Expires: 31-2025

This document prepared by Sammy Sirhan of Superior Environmental Remediation90, Inc.

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.

this document unless required by law.

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**Parcel I:**

**COMMENCING AT THE NORTHWEST CORNER OF THE FOLLOWING DESCRIBED REAL ESTATE:**

Commencing at the intersection of the west line of the Michigan Road (now called U.S. Road 31) and the north right-of-way of U.S. Road 6; thence Westerly along the said north right-of-way of U.S. Road 6 a distance of 12-2/3 rods; thence Northerly parallel with the west line of the Michigan Road a distance of 12-2/3 rods; thence Easterly parallel with the north line of U.S. Road 6 to the west line of the Michigan Road; thence Southerly along the west line of the Michigan Road to the place of beginning, said in previous deeds to contain 1 acre, more or less, excepting a triangular tract in the southeast corner of the above described tract is taken over for road purposes; said real estate being located in the Southwest Quarter of Section 5 Michigan Road Lands.

Thence Northerly parallel with the west line of the Michigan Road 120 feet to a point, thence Easterly parallel with the north line of U.S. Road 6 to the west line of Michigan Road, thence Southerly along the west line of the Michigan Road 120 feet to the northeast corner of the above described real estate, thence Westerly along the north line of the above described real estate to the place of beginning, situate in the East 80 acres of the south 160 acres of the Southwest fraction, West of the Michigan Road, of Section 5 Michigan Road Lands in North Township, Marshall County State of Indiana.

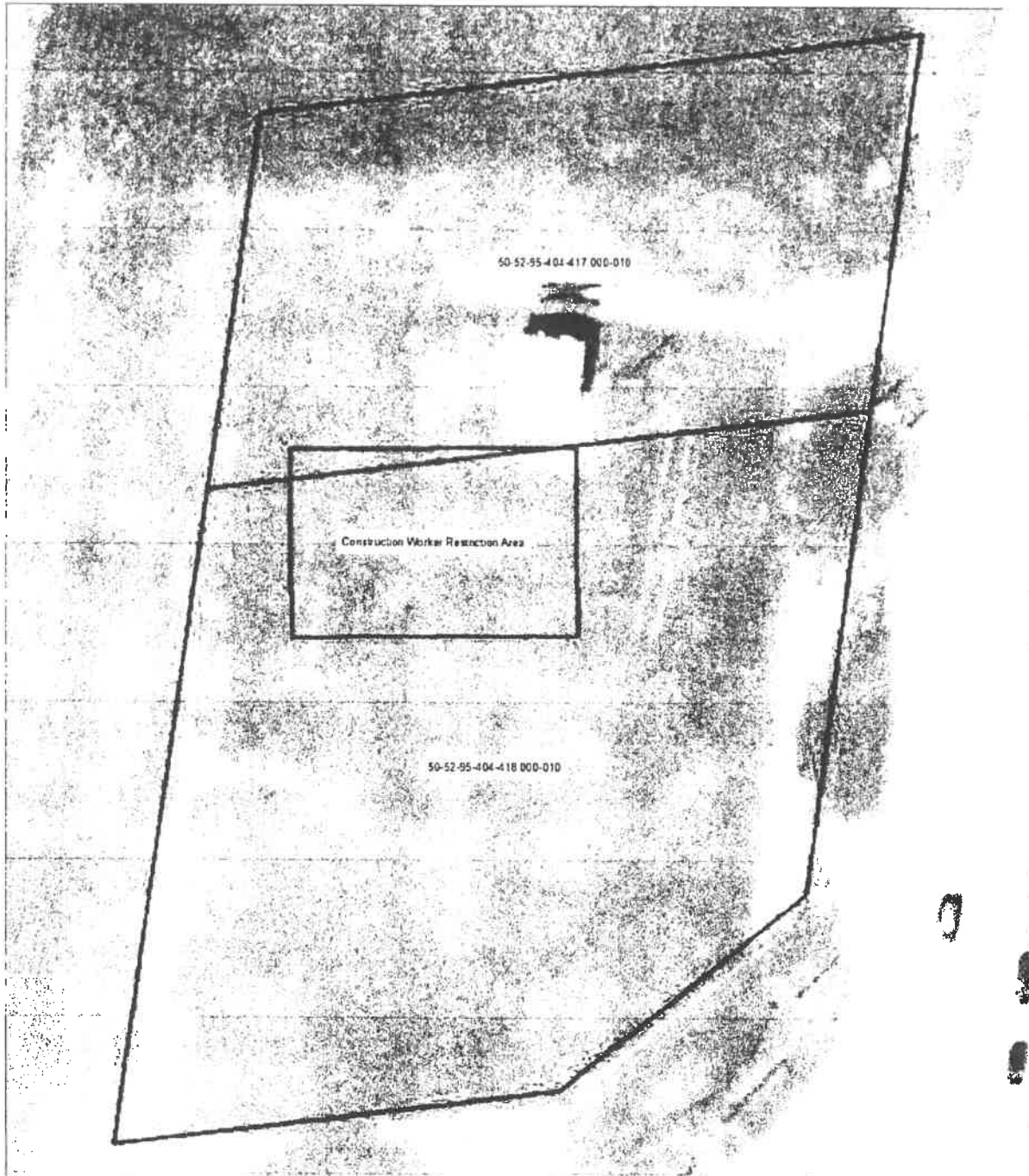
An undivided 1/2 interest in and to the following:

**Parcel II:**

Commencing at the intersection of the west line of the Michigan Road (now called U.S. Road 31) and the north right-of-way of U.S. Road 6; thence Westerly along the north right-of-way of U.S. Road 6 a distance of 12-2/3 rods; thence Northerly parallel with the west line of the Michigan Road a distance of 12-2/3 rods; thence Easterly parallel with the north line of U.S. road 6 to the west line of the Michigan Road; thence Southerly along the west line of the Michigan Road to the place of beginning, said in previous deeds to contain 1 acre, more or less, excepting a triangular tract in the southeast corner of the above described tract that is taken over for road purposes; said real estate being located in the Southwest Quarter of Section 5, Michigan Road Lands, situate in North Township, Marshall County, Indiana.

EXHIBIT A - Continued Real Estate

Image & Restriction Area

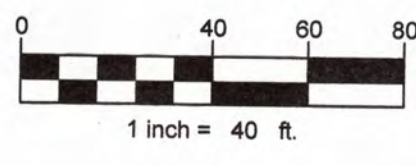




202302241 JANET HOWARD MARSHALL COUNTY RECORDER 05/31/2023 09:42 AM REC FEE: 25.00 PGS: 1 PLAT SIZE: 24 X 36 Recorded as Presented

"ALBERT MICHIGAN ROAD MINOR SUBDIVISION" SOUTHEAST QUARTER OF M.R.L. SECTION 5, TOWNSHIP 35 NORTH, RANGE 2 EAST, NORTH TOWNSHIP, MARSHALL COUNTY, INDIANA

LEGEND SET MAG NAIL SET 5/8" REBAR W/ CAP FIRM NO. 0145 FOUND RIGHT OF WAY MONUMENT FENCE POST



SURVEYOR'S REPORT:

IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12, OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY AS A RESULT OF VARIANCES IN REFERENCE MONUMENTS, DISCREPANCIES IN RECORD DESCRIPTIONS AND PLATS, INCONSISTENCIES IN LINES OF OCCUPATION AND RANDOM ERRORS IN MEASUREMENT (RELATIVE POSITIONAL ACCURACY).

THE RELATIVE POSITIONAL ACCURACY DUE TO RANDOM ERRORS IN MEASUREMENT OF THE CORNERS OF THE SUBJECT TRACT ESTABLISHED IN THIS SURVEY IS WITHIN THE SPECIFICATIONS FOR A SUBURBAN SURVEY AS DEFINED IN IAC 865.

REFERENCE SURVEYS: 1) SURVEY BY PLYMOUTH LAND SURVEYING & DESIGN INC. DATED 9-08-05, JOB. NO. 05-353. 2) SURVEY BY PLYMOUTH LAND SURVEYING & DESIGN INC. AS RECORDED IN INSTRUMENT NO. 200607728 IN THE OFFICE OF THE MARSHALL COUNTY RECORDER.

COMMENTS: THIS IS AN ORIGINAL SURVEY OF THE TRACT OF LAND AS SHOWN HEREON. BASIS OF BEARINGS FOR THIS SURVEY WERE BASED ON STATE PLANE COORDINATES AS DERIVED FROM THE INCORS NETWORK.

FIELDWORK COMPLETED ON 2-28-22 THE NORTH RIGHT-OF-WAY OF US HIGHWAY 6 WAS ESTABLISHED PER INDOT PLANS FOR PROJECT NO. 208(5) DATED AND POSITIONED USING FOUND R/W MARKERS AS SHOWN HEREIN.

THE WEST RIGHT-OF-WAY OF OLD US 31 WAS ESTABLISHED PER INDOT PLANS FOR PROJECT NO. 10(12) DATED 1954 AND POSITIONED USING FOUND R/W MARKERS AS SHOWN HEREIN.

THE NORTH AND WEST LINES OF THE PARCEL WERE ESTABLISHED PER THE CLIENT'S REQUEST. AS A RESULT OF THE ABOVE OBSERVATIONS, IT IS MY OPINION THAT THE UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS OF THE SUBJECT TRACT ARE AS FOLLOWS:

DUE TO VARIANCES IN REFERENCE MONUMENTS: AS NOTED DUE TO DISCREPANCIES IN THE RECORD DESCRIPTION: NONE DUE TO INCONSISTENCIES IN LINES OF OCCUPATION: NONE

LEGAL DESCRIPTION:

THAT PART OF THE SOUTHEAST QUARTER OF M.R.L. SECTION 5, TOWNSHIP 35 NORTH, RANGE 2 EAST, NORTH TOWNSHIP, MARSHALL COUNTY, INDIANA, DESCRIBED AS:

COMMENCING AT THE SOUTH QUARTER CORNER OF MICHIGAN ROAD LANDS SECTION 5 AS EVIDENCED BY A FOUND HARRISON MONUMENT; THENCE NORTH 00° 00' 08" WEST ALONG THE NORTH/SOUTH CENTERLINE OF SAID M.R.L. SECTION 5, A DISTANCE 610.50 FEET TO THE NORTH RIGHT-OF-WAY LINE OF U.S. 6 HIGHWAY; THENCE NORTH 84° 54' 00" EAST ON SAID NORTH RIGHT-OF-WAY LINE 1140.77 FEET TO A 5/8" REBAR SET WITH CAP FIRM NO. 0145, SAID POINT BEING THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 07° 40' 38" EAST 389.35 FEET TO A SET 5/8" REBAR WITH CAP FIRM NO. 0145; THENCE NORTHEASTERLY 36.55 FEET ON A FEET. TO A SET 5/8" REBAR WITH CAP FIRM NO. 0145; THENCE SOUTH 82° 19' 22" EAST 292.57 FEET TO A SET 5/8" REBAR WITH CAP FIRM NO. 0145; THENCE SOUTH 07° 40' 38" WEST 268.90 FEET TO A SET 5/8" REBAR WITH CAP FIRM NO. 0145; THENCE SOUTH 07° 40' 38" WEST 268.90 FEET TO A SET 5/8" REBAR WITH CAP FIRM NO. 0145; THENCE SOUTH 47° 34' 50" WEST ON SAID RIGHT-OF-WAY LINE 87.03 FEET TO A SET MAG NAIL ON THE NORTH RIGHT-OF-WAY LINE OF U.S. 6 HIGHWAY; THENCE SOUTH 84° 54' 00" WEST ON SAID RIGHT-OF-WAY LINE 242.75 FEET TO THE POINT OF BEGINNING. CONTAINING 2.60 ACRES MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE. SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.

DEED OF DEDICATION

THE UNDERSIGNED, DAVID L. ALBERT, SUSAN ALBERT, SHARON J. BALK, AND SUSAN K. GOOD, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY LAYOFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF MARSHALL COUNTY, INDIANA. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS: ALBERT MICHIGAN ROAD MINOR SUBDIVISION. ALL STREETS, ALLEYS, RIGHTS-OF-WAY, FUTURE ROADWAY EASEMENTS AND PUBLIC OPEN SPACES SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC FOR THE USES DESIGNATED HEREIN. AND THE RIGHT-OF-WAY LINES OF THE STREETS THERE SHALL BE ERECTED OR MAINTAINED NO BUILDING OR FRONT BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND SEWER MAINS, POLES, DUCTS, LINES AND WIRES, DRAINAGE FACILITIES, AND ACCESS FOR PRESENT OR HEREIN RESERVED, NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON SAID EASEMENTS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND TO THE RIGHTS OF THE OWNERS OF THE OTHER LOTS IN THIS SUBDIVISION.

OWNERS CERTIFICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, DAVID L. ALBERT, SUSAN ALBERT, SHARON J. BALK, AND SUSAN K. GOOD, ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT HEREIN AND HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE PLAT UNDER THE STYLE AND TITLE THEREON INDICATED.

DAVID L. ALBERT SUSAN ALBERT SHARON J. BALK SUSAN K. GOOD

STATE OF INDIANA SS: COUNTY OF MARSHALL BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, DAVID L. ALBERT, SUSAN ALBERT, SHARON J. BALK, AND SUSAN K. GOOD, AND EACH SEPARATELY AND SEVERALLY ACKNOWLEDGE THE EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSE THEREIN SET FORTH. WITNESS MY HAND AND NOTARIAL SEAL THIS 27th DAY OF March, 2023.

MARY LYNN ENGLAND NOTARY PUBLIC Commission Number NP0731215 EXPIRATION DATE: JANUARY 25, 2029. NOTARY IS A RESIDENT OF MARSHALL COUNTY, INDIANA.

SURVEYOR'S CERTIFICATION

I, J. BERNARD FEENEY, HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED OR CERTIFIED BY ME ON FEBRUARY 28, 2023, THAT THE LOCATION, SIZE, TYPE AND MATERIAL OF ALL MONUMENTS ARE ACCURATELY SHOWN, AND THAT THE MONUMENTS WILL BE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION ORDINANCE OF THE MARSHALL COUNTY, INDIANA. FURTHER, I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

J. BERNARD FEENEY, PS No. 80040309

MARSHALL COUNTY PLAN COMMISSION APPROVAL

APPROVED BY THE MARSHALL COUNTY PLAN COMMISSION IN ACCORDANCE WITH THE SUBDIVISION CONTROL ORDINANCE.

DAVID HOSLEY PRESIDENT (PRINT) CRAIG CULLEN SECRETARY (PRINT)

VOID UNLESS RECORDED BEFORE 3/23/24

DAY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER 5-31-2023

AS PRESENTED MAY 22 2023 JANET HOWARD, RECORDER MARSHALL COUNTY, INDIANA

AS PRESENTED MAY 05 2023 JANET HOWARD, RECORDER MARSHALL COUNTY, INDIANA

AS PRESENTED APR 13 2023 JANET HOWARD, RECORDER MARSHALL COUNTY, INDIANA

REVISIONS DATE: 2/28/2023 SCALE: 1" = 40' DRAWN BY: GSH CHECKED BY: MSL

MINOR SUBDIVISION