

INFORMATION Booklet

Disclaimer

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

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

Auction Managers:

Daniel Days • 260.233.1401
Dean Rummel • 260.343.8511



950 N. Liberty Dr., Columbia City, IN 46725 800.451.2709 | 260.244.7606 www.schraderauction.com

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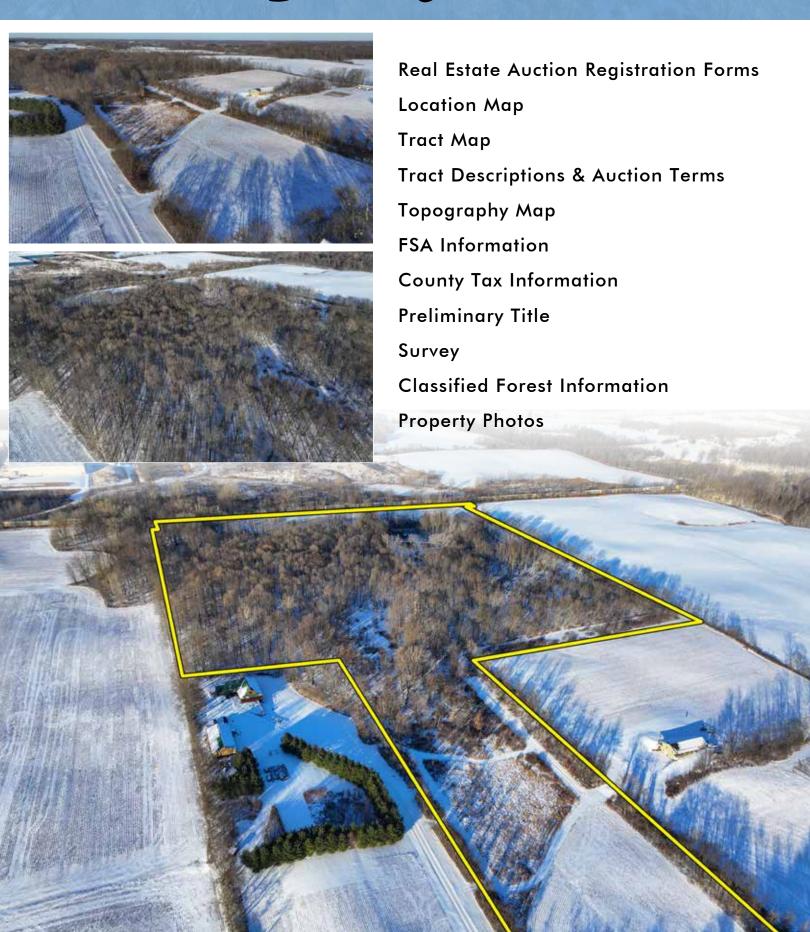








Booklet Index



BIDDER PRE-REGISTRATION FORM

TUESDAY, FEBRUARY 25, 2025 52.5± ACRES – NOBLE COUNTY, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc., P.O. Box 508, Columbia City, IN, 46725,

Email to <u>auctions@schraderauction.com</u> or fax to 260-244-4431, no later than Tuesday, February 18, 2025. Otherwise, registration available onsite prior to the auction.

BIDDER INFORM	ATION
	(FOR OFFICE USE ONLY)
Name	Bidder #
Address	
City/State/Zip	
Telephone: (Res) (Offi	ice)
My Interest is in Tract or Tracts #	
BANKING INFORM	MATION
Check to be drawn on: (Bank Name)	
City, State, Zip:	
Contact: Phone N	
HOW DID YOU HEAR ABOUT	T THIS AUCTION?
☐ Brochure ☐ Newspaper ☐ Signs ☐ Internet	☐ Radio ☐ TV ☐ Friend
□ Other	
WOULD YOU LIKE TO BE NOTIFIED	O OF FUTURE AUCTIONS?
☐ Regular Mail ☐ E-Mail	
☐ Tillable ☐ Pasture ☐ Ranch ☐ Timber ☐	☐ Recreational ☐ Building Sites
What states are you interested in?	
Note: If you will be bidding for a partnership, corporation or or with you to the auction which authorizes you to bid and sign a F	
I hereby agree to comply with terms of this sale including, but no premiums, and signing and performing in accordance with the cor Real Estate and Auction Company, Inc. represents the Seller in the	ntract if I am the successful bidder. Schrader

Signature: Date:

Online Auction Bidder Registration 52.5± Acres • Noble County, Indiana Tuesday, February 25, 2025

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

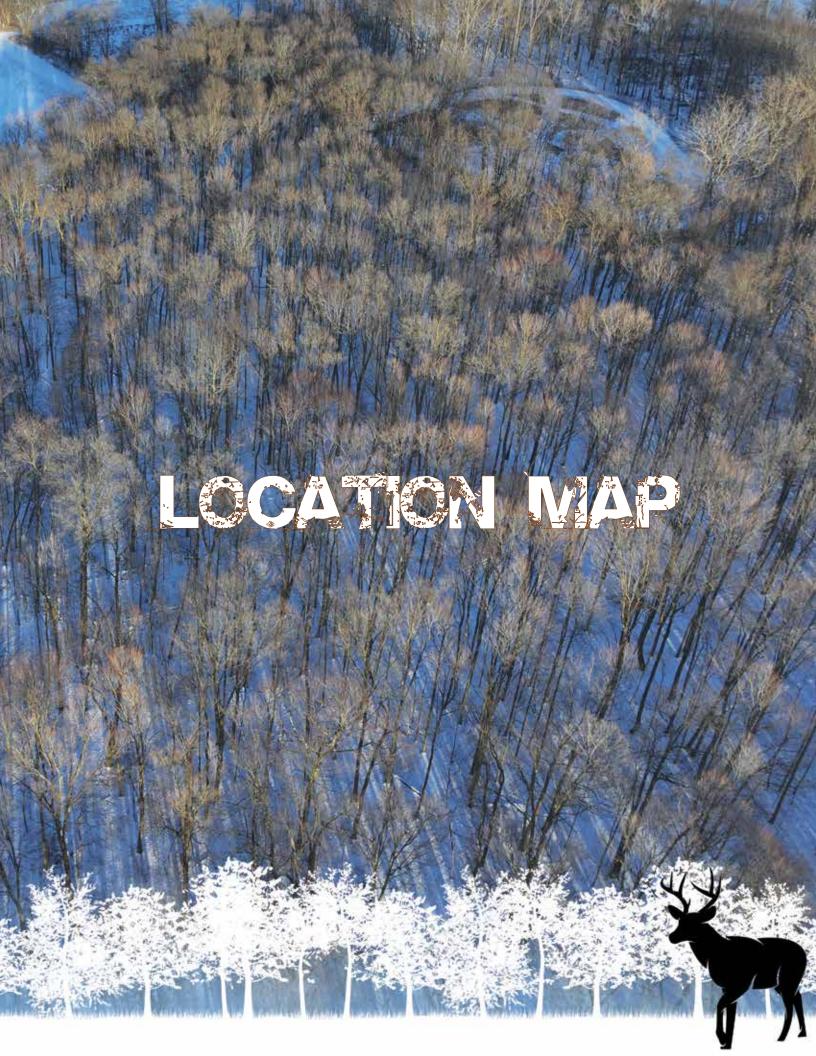
This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third 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, February 25, 2025 at 6:00 PM (EST).
3.	I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) 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

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

	This for return of your deposit money). My ban	and bank account number is	·
pa fun tec Sc lia tec	ECHNOLOGY DISCLAIMER: Schrader Reartners and vendors, make no warranty or gunction as designed on the day of sale. Technical problem occurs and you are not abchrader Real Estate and Auction Co., Inc., its able or responsible for any claim of loss, we be chical failure. I acknowledge that I am acceptaction over the Internet in lieu of actually attented.	guarantee that the online bidding system ical problems can and sometimes do occur ble to place your bid during the live au affiliates, partners and vendors will not be whether actual or potential, as a result opting this offer to place bids during a live of	will a trion, e held of the outery
&	This document and your deposit money must be Auction Co., Inc. by 4:00 PM, Tuesday, Fel his form via fax or email to: 260-244-4431 or a	bruary 18, 2025. Send your deposit and a	
I understa	and and agree to the above statements.		
Registered	ed Bidder's signature	Date	
Printed Na	Name		
This docu	ument must be completed in full.		
-	ceipt of this completed form and your depo	osit money, you will be sent a bidder nu	mber
and passy	sword via e-mail. Please confirm your e-mai	• •	
-		• •	



Location Map



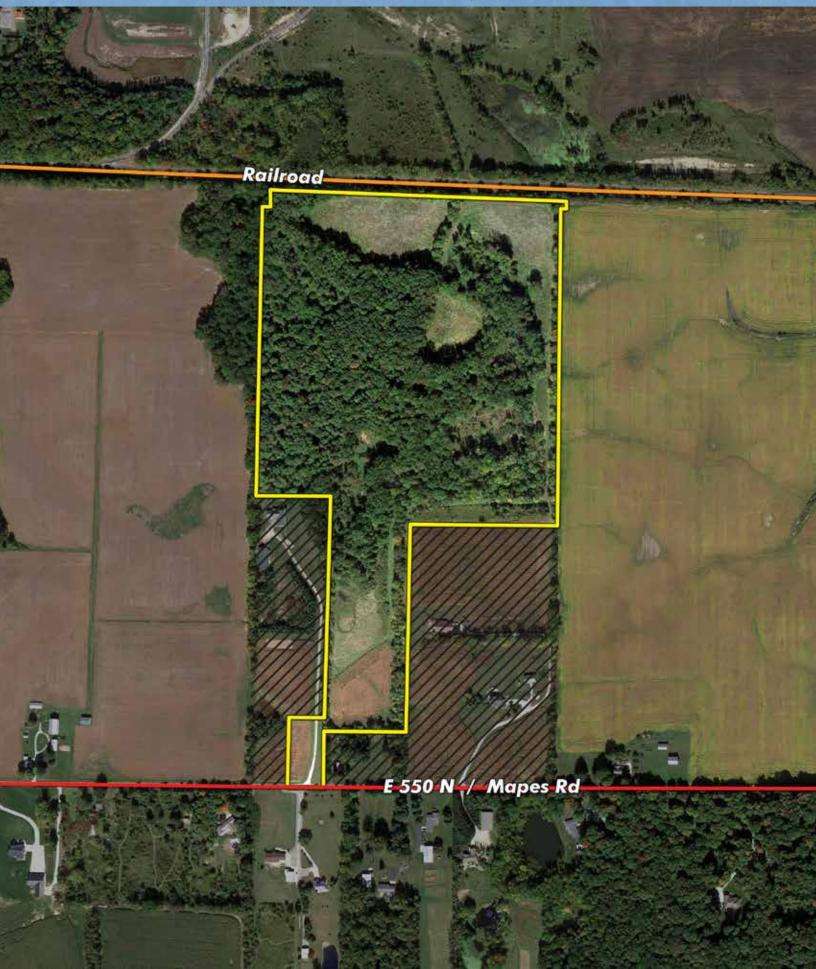
Auction Location: Noble County Fairgrounds (Log Cabin), 580 N Fair St, Kendallville, IN 46755

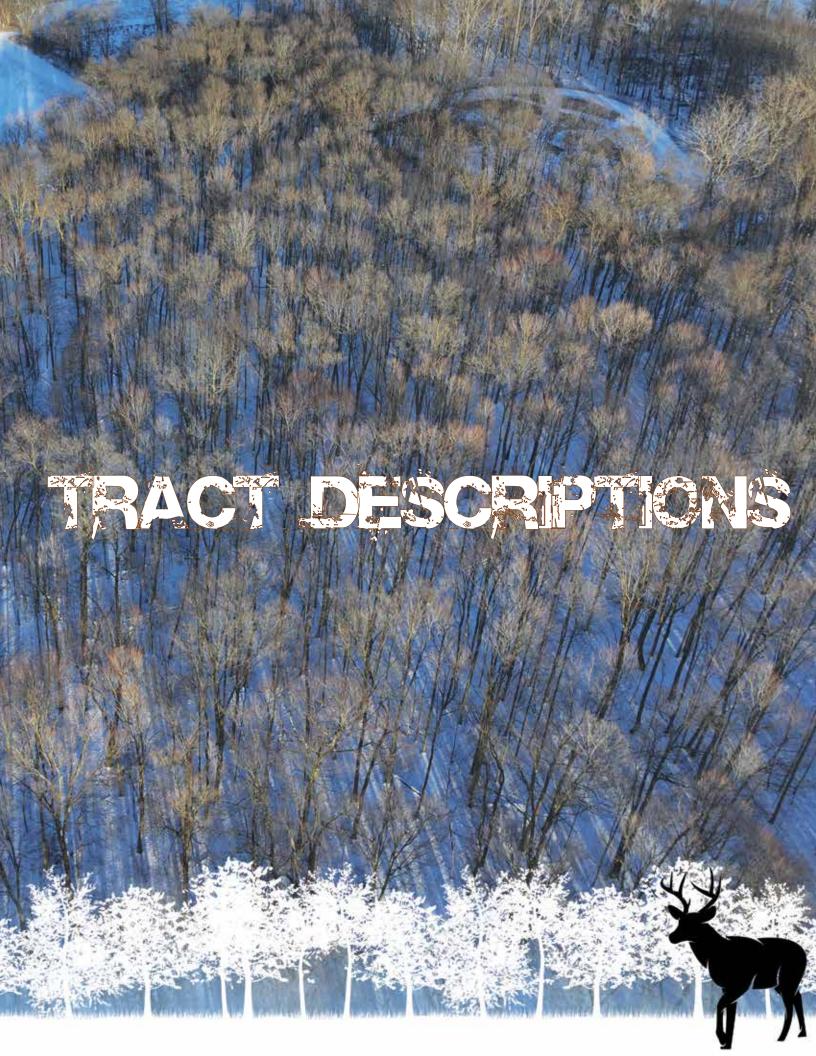
Online Bidding Available: You may bid online during the auction at www.schraderauction.com. You must be registered One Week in Advance of the Auction to bid online. For online bidding information, call Schrader Auction Company.

Directions to Property: Take SR 6 east out of Kendallville and turn south onto S Allen Chapel Rd. Continue south for 1 mile then make a left turn and head east on Mapes Rd. Property is located 1.25 miles down on the north side of the road.



Tract Map







Amazing hunting potential! This single 52.5± acre tract provides everything you need to create a fantastic hunting paradise. Property is split between acres of pristine forest and multiple small acreage open fields, perfect for food plots! The property has 160 ft. of road frontage with a very nice driveway leading back to the first field. The driveway also serves as an easement for a home that borders the property. The road frontage does open up potential building opportunities. Not a sale you will want to miss!

Tract 1-52.5± acres of timber and possible tillable land. Offering 4 small fields surrounded by timberland with a potential to build. 14± acres are in a Classified Forest & Wildland Program. Very Scenic with plenty of wildlife. Bordering home does have a perpetual easement for use of the driveway.



Auction Terms & Conditions:

PROCEDURE: The property will be offered in 1 individual tract. There will be open bidding during the auction as determined by the Auctioneer.

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 PRICES: All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers' acceptance or rejection.

DEED: Seller shall provide Warranty Deed(s).

CLOSING: The balance of the real estate purchase price is due at closing, which will take place on or before 30 days after auction.

POSSESSION: Possession is at closing.

REAL ESTATE TAXES: Taxes will be prorated to the day of the closing and will be the responsibility of the seller. Buyer will be responsible for all taxes thereafter.

EASEMENT: The bordering home to the property

has a perpetual easement for use of the driveway.

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 have 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 invite of the property by virtue of the effering of invitee of the property by virtue of the offering of the property for sale.

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

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 brochuré 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: Carson and Rebecca Roberts

Auction Managers: RADER Daniel Days • 260.233.1401 \$

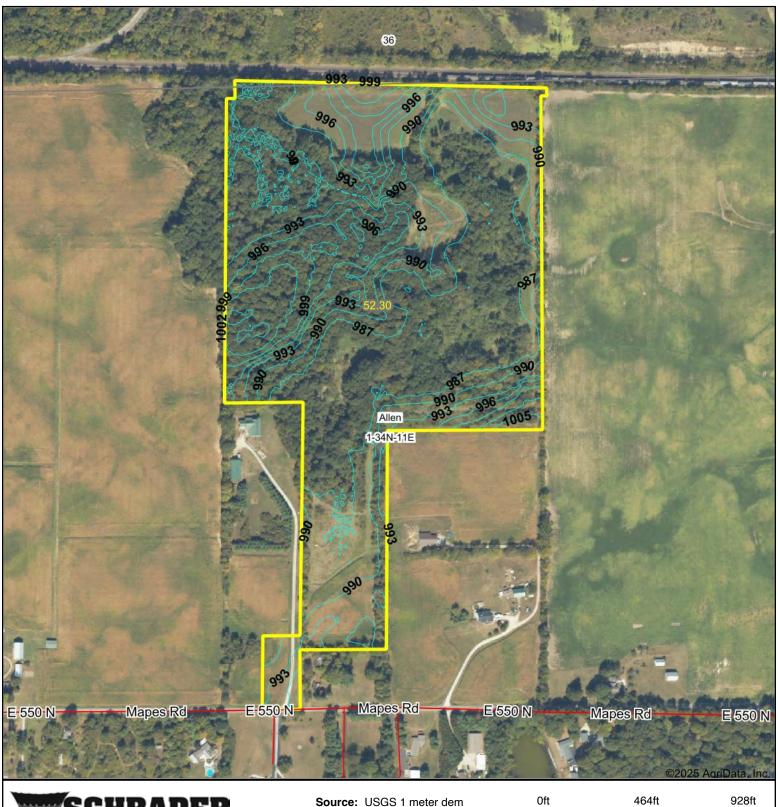
Dean Rummel • 260.343.8511 800.451.2709

VIRTUAL SchraderAuction-com

ONLINE ONLY



Jopography Map





Interval(ft): 3.0 Min: 983.9

Max: 1,008.0 Range: 24.1

Average: 990.8

N E



1-34N-11E Noble County Indiana

Standard Deviation: 5.48 ft Boundary Center: 41° 26' 2.9, -85° 12' 19.85



FSA Information



Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS

FSA Information

INDIANA

NOBLE

United States Department of Agriculture Farm Service Agency

FARM: 7479

Prepared: 12/12/24 12:18 PM CST

Abbreviated 156 Farm Record

Crop Year: 2025

Operator Name

Form: FSA-156EZ

: J & K ROBERTSON FARMS INC

CRP Contract Number(s)

See Page 2 for non-discriminatory Statements.

: None

Recon ID

: 18-113-2011-38

Transferred From

: None

ARCPLC G/I/F Eligibility

: Eligible

Cown.	1	D-4	-
Farm	Land	Dat	a

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
60.73	17.40	17.40	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP	Cropland	Double	Cropped	CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	17.40	0	0.	00	0.00	0.00	0.00	0.00

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	НІР
Corn	4.76	0.00	102	0
Soybeans	5.04	0.00	30	0

TOTAL

9.80

0.00

NOTES

Tract Number : 14861

Description : SEC 1, ALLEN TWP **FSA Physical Location** : INDIANA/NOBLE : INDIANA/NOBLE **ANSI Physical Location**

BIA Unit Range Number

: HEL field on tract. Conservation system being actively applied **HEL Status**

Wetland Status : Wetland determinations not complete

WL Violations

: CARSON ROBERTS, REBECCA ROBERTS Owners

Other Producers : None

Recon ID : 18-113-2011-39

Tract	1	Date
Tact	Land	Data

	Tract Land Data						H. Martin
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
60.73	17.40	17.40	0.00	0.00	0.00	0.00	0.0

FSA Information

INDIANA NOBLE

Form: FSA-156EZ

United States Department of Agriculture

Farm Service Agency

FARM: 7479

Prepared: 12/12/24 12:18 PM CST

Crop Year: 2025

Abbreviated 156 Farm Record

Tract 14861 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	17.40	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield		
Com	4.76	0.00	102		
Soybeans	5.04	0.00	30		

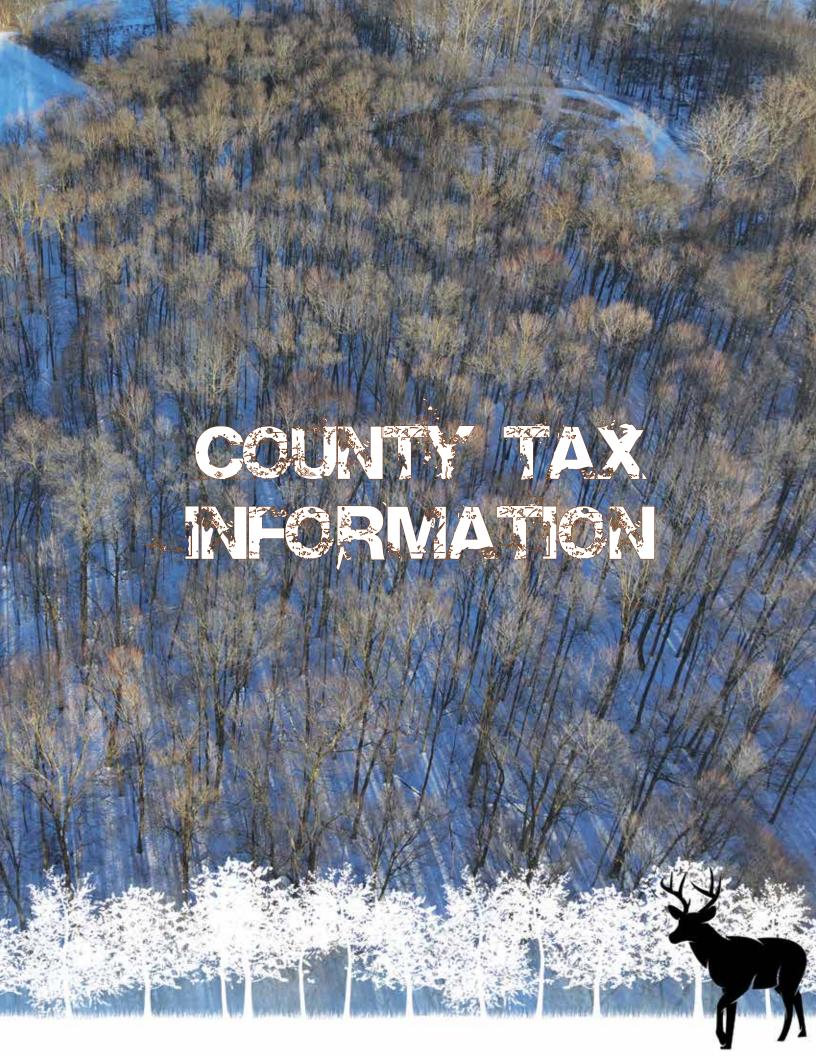
TOTAL 9.80 0.00

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 a isocriminating 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 retailation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint-filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Clvil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



□Tax History

					⊞ Columns →
	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
+ Spring Tax	\$0.00	\$138.81	\$130.57	\$120.51	\$128.64
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$0.00	\$138.81	\$130.57	\$120.51	\$128.64
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$0.00	\$0.00	\$6.24	\$6.24	\$6.24
			804 Cedar Creek - Dk - \$6.24	804 Cedar Creek - Dk - \$6.24	804 Cedar Creek - Dk - \$6.24
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LIT Credits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$0.00	\$277.62	\$267.38	\$247.26	\$263.52
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits		(\$277.62)	(\$267.38)	(\$247.26)	(\$263.52)
= Total Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

□Payments (Treasurer)

				¡ ≡ Columns ∨
Year	Receipt#	Transaction Date	Description	Amount
2024 Pay 2025				\$0.00
2023 Pay 2024	2089270	11/4/2024	8869 C Roberts	\$138.81
2023 Pay 2024	2060081	4/26/2024	#8814 C ROBERTS	\$138.81
2022 Pay 2023	2034518	11/3/2023	8766 C ROBERTS	\$133.69
2022 Pay 2023	2008949	4/28/2023	\$1501.53/#8702 R ROB	\$133.69
2021 Pay 2022	1975826	8/29/2022	#8610 C & R ROBERTS	\$123.63
2021 Pay 2022	1972633	5/10/2022	b24 5/13/22 w/oe	\$123.63
2020 Pay 2021	1922499	9/8/2021	240.00CHG 8.07 CARSO	\$131.76
2020 Pay 2021	1905609	5/5/2021	4P 2074.00CHG.17	\$131.76
2019 Pay 2020	1877122	11/4/2020	3P 2035.52 C/C REBEC	\$167.06
2019 Pay 2020	1856674	5/11/2020	4p 2040.00chg 4.48	\$167.06
2019 Pay 2020	1830670	11/12/2019	4P BECKY ROBERTS	\$188.67
2018 Pay 2019	1802417	5/10/2019	CASH \$1880.00C/C &	\$179.68
2018 Pay 2019	1772255	11/13/2018	4P 1900.00 CHG 33.70	\$207.42
2017 Pay 2018	1743633	5/9/2018	1800.00c39.91 RRober	\$197.54
2017 Pay 2018	1721440	11/13/2017	4P 852515-RECECCA RO	\$211.26
2016 Pay 2017	1691090	5/10/2017	3p 7619 rebecca robe	\$201.20
2015 Pay 2016	1655516	11/7/2016	CASH\$1310.13 AND CK#	\$235.36
2015 Pay 2016	1633583	5/10/2016	pd800.00bal1106.13	\$235.36
2014 Pay 2015	1604974	11/10/2015	1900.00 ch 5.60	\$231.55
2014 Pay 2015	1575694	5/8/2015	7534 RRoberts	\$231.55
2014 Pay 2015	1547951	11/10/2014	5p \$2020.00chg 11.95	\$208.89
2013 Pay 2014	1513262	5/5/2014	5p 7414	\$198.94

□Tax History

					¡■ Columns 🗸
	2024 Pay 2025	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
+ Spring Tax	\$0.00	\$108.50	\$83.52	\$76.98	\$82.36
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$0.00	\$108.50	\$83.52	\$76.98	\$82.36
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$0.00	\$0.00	\$6.24	\$6.24	\$6.24
			804 Cedar Creek - Dk - \$6.24	804 Cedar Creek - Dk - \$6.24	804 Cedar Creek - Dk - \$6.24
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LIT Credits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$0.00	\$217.00	\$173.28	\$160.20	\$170.96
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits		(\$217.00)	(\$173.28)	(\$160.20)	(\$170.96)
= Total Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

□Payments (Treasurer)

				≡ Columns ∨
Year	Receipt #	Transaction Date	Description	Amount
2024 Pay 2025				\$0.00
2023 Pay 2024	2089272	11/4/2024	8869 C Roberts	\$108.50
2023 Pay 2024	2060082	4/26/2024	#8814 C ROBERTS	\$108.50
2022 Pay 2023	2034520	11/3/2023	8766 C ROBERTS	\$86.64
2022 Pay 2023	2008951	4/28/2023	\$1501.53/#8702 R ROB	\$86.64
2021 Pay 2022	1975824	8/29/2022	#8610 C & R ROBERTS	\$80.10
2021 Pay 2022	1972630	5/10/2022	b24 5/13/22 w/oe	\$80.10
2020 Pay 2021	1922501	9/8/2021	240.00CHG 8.07 CARSO	\$85.48
2020 Pay 2021	1905607	5/5/2021	4P 2074.00CHG.17	\$85.48
2019 Pay 2020	1877121	11/4/2020	3P 2035.52 C/C REBEC	\$107.90
2019 Pay 2020	1856672	5/11/2020	4p 2040.00chg 4.48	\$107.90
2019 Pay 2020	1830671	11/12/2019	4P BECKY ROBERTS	\$121.68
2018 Pay 2019	1802418	5/10/2019	CASH \$1880.00C/C &	\$115.88
2018 Pay 2019	1772257	11/13/2018	4P 1900.00 CHG 33.70	\$133.66
2017 Pay 2018	1743631	5/9/2018	1800.00c39.91 RRober	\$127.29
2017 Pay 2018	1721441	11/13/2017	4P 852515-RECECCA RO	\$134.78
2016 Pay 2017	1691089	5/10/2017	3p 7619 rebecca robe	\$128.36
2015 Pay 2016	1655514	11/7/2016	CASH\$1310.13 AND CK#	\$151.81
2015 Pay 2016	1633582	5/10/2016	pd800.00bal1106.13	\$151.81
2014 Pay 2015	1604971	11/10/2015	1900.00 ch 5.60	\$149.38
2014 Pay 2015	1575692	5/8/2015	7534 RRoberts	\$149.38
2014 Pay 2015	1547953	11/10/2014	5p \$2020.00chg 11.95	\$134.55
2013 Pay 2014	1513260	5/5/2014	5p 7414	\$128.14



American Land Title Association

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



ALTA 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(n) 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.



American Land Title Association

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- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice:
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A:
 - e. Schedule B, Part I Requirements;
 - f. Schedule B, Part II Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
 - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.



American Land Title Association

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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION

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



American Land Title Association

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

COMMONWEALTH LAND TITLE INSURANCE COMPANY

P.O. Box 45023, Jacksonville, FL 32232-5023

By:_____ Michael J, Nolan, President

Bv:

Marjorie Nemzura, Secretary



American Land Title Association

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

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

Issuing Agent: Assurance Title Company, LLC

Issuing Office: 102 E Main St.

Albion, IN 46701

Issuing Office's ALTA® Registry ID: 1125584

Loan ID Number:

Commitment Number: 25-551 Issuing Office File Number: 25-551

Property Address: Mapes Rd, Kendallville, IN 46755

Revision Number: 0

SCHEDULE A

1. Commitment Date: January 13, 2025 8:00 AM

2. Policy to be issued:

(a) 2021 ALTA Owner's Policy

Proposed Insured: Purchaser with contractual rights under a purchase agreement with

the vested owner identified at Item 4 below

Proposed Amount of Insurance: \$1.00
The estate or interest to be insured: fee simple

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

fee simple

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

Parcel 1 & 2: Carson L. Roberts and Rebecca Roberts, husband and wife Parcel 3 & 4: Carson Roberts and Rebecca Roberts, husband and wife

5. The land is described as follows:

The land is described as set forth in Exhibit A attached hereto and made a part hereof.

ASSURANCE TITLE COMPANY, LLC

102 E Main St., Albion, IN 46701 Telephone: (260) 636-2692

relephone. (200) 636-26

Countersigned by:

Morgan & Alwine

Morgan Alwine, License #3767222

Assurance Title Company, LLC, License #924500

COMMONWEALTH LAND TITLE INSURANCE

P.O. Box 45023, Jacksonville, FL 32232-5023

By:_____ Michael J, Nolan, President

By:____

Marjorie Nemzura, Secretary



American Land Title Association

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

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. 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. Duly authorized and executed Deed from Carson L. Roberts and Rebecca Roberts, husband and wife, to Proposed Insured, to be executed and recorded at closing.
 - DEED RECITAL: Carson L. Roberts is one and the same person as Carson Roberts.
 - SURVEY REQUIREMENT: Every document required for transfer of title MUST be recorded. When transferring title to less than a whole tract a survey or qualified drawing (i.e. drawing by surveyor with date and surveyor's signature) is required. Also, proper county or city/town approval must be received. This survey or drawing must be recorded. Please be sure to include recording fees. (Survey to be recorded with Deed Only one oversized page)
- 7. NOTE: 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 Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure. (1 S.D., 4 Parcels)
- 8. Vendors, (Sellers), Closing Affidavit to be furnished this office.
- RELEASE OR PARTIAL RELEASE OF THE FOLLOWING MORTGAGE:
 Mortgage from Carson L. Roberts a/k/a Carson Roberts and Rebecca Roberts, to Community State Bank, in the
 original amount of \$68,200.00, dated December 1, 2021, recorded December 9, 2021, as Instrument No.
 211200263. (All Parcels)
- 10. Buyer acknowledgement and hold harmless agreement regarding the Classification of Land as Forest Land and Wildlands Agreements.
- 11. 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.



American Land Title Association

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SCHEDULE B, PART II - Exceptions

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

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

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. Rights or claims of parties in possession not shown by the Public Records.
- 3. Easements or claims of easements not shown by the public records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance or other matter affecting the Land 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 in the Public Records.
- 6. Taxes or special assessments which are not shown as existing liens by the public records.
- 7. NOTE: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16-1, et seq. ("the Act"). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.
- 8. Parcel 1:

Taxes for 2023 payable 2024 Parcel No. 009-100616-04 Tax Unit of Allen State ID No. 57-09-01-400-005.000-003 May 10 \$1,985.00 PAID November 10 \$1,985.00 PAID

Assessed Valuation: Land \$105,600 Improvements \$501,000 Exemptions \$48,000-H/\$174,200-Supp/\$12,480-Blind/Disab

9. Parcel 2:

Taxes for 2023 payable 2024 Parcel No. 009-100616-05 Tax Unit of Allen State ID No. 57-09-01-400-006.000-003 May 10 \$108.50 PAID November 10 \$108.50 PAID

Assessed Valuation: Land \$17,900 Improvements \$0

Exemptions \$0



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10. Parcel 3:

Taxes for 2023 payable 2024
Parcel No. 009-100718-00
Tax Unit of Allen
State ID No. 57-09-01-400-001.000-003
May 10 \$138.81 PAID
November 10 \$138.81 PAID

Assessed Valuation: Land \$22,900 Improvements \$0

Exemptions \$0

11. Parcel 4:

Taxes for 2023 payable 2024 Parcel No. 007-101033-00 Tax Unit of Wayne State ID No. 57-07-36-300-005.000-019 May 10 \$14.94 PAID November 10 \$14.94 PAID

Assessed Valuation: Land \$2,300 Improvements \$0

Exemptions \$0

- 12. Taxes for 2024 due and payable 2025, and subsequent taxes.
- 13. Taxes for 2025 due and payable 2026, and subsequent taxes.
- 14. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
- 15. 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.
- 16. Right of way for drainage tiles, feeders and laterals, if any.
- 17. Rights of the public, State of Indiana, County of Noble and the municipality in and to that part of the premises taken or used for road purposes.
- 18. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
- 19. Request/Consent of variance to encroach within 75 foot right-of-way of legal drain known as Johnson Tile dated February 10, 2003 and recorded March 3, 2003 as Instrument #030300001. (Parcel 1)
- 20. Easement for electrical distribution and incidental purposes in favor of Noble County Rural Electric Membership Corporation, dated May 2, 1938, recorded January 17, 1939, in Miscellaneous Record 17, page 483, in the Office of the Recorder of Noble County, Indiana. (Parcels 1 & 2) Note: The exact location of said easement CANNOT be determined from the record.
- 21. Application for the Classification of Land as Forest Lane and Wildlands by Carson Roberts and Rebecca Roberts, dated January 21, 2022, recorded January 21, 2022, as Instrument #220100643. (Parcel 3)



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- 22. Possible easements as set forth in a Notice of Order and Judgment Affecting Interest in Real Estate dated September 5, 2001, recorded October 20, 2005, as Instrument No. 051000548, as assigned from Class Corridor, LLC to Thoroughbred Technology and Telecommunications, Inc. By an assignment dated December 9, 2005, recorded December 28, 2005, as Instrument No. 051200687, in the Office of the Recorder of Noble County, Indiana. Further assigned to Thoroughbred Technology and Telecommunications, Inc, by assignment dated April 1, 2014, recorded September 19, 2014, as Instrument No. 140900584. (Parcel 4)
- 23. Terms and conditions of a Notice of Supplemental Final Order and Judgment dated April 24, 2008, recorded October 28, 2008, as Instrument No. 081000573, in the Office of the Recorder of Noble County, Indiana. (Parcel 4)
- 24. Ingress/Egress Easement retained by the owners, successors and assigns to the remainder 8.29-acre tract of land.
- 25. This commitment has been issued without a judgment search being made against the name insured.



Preliminary Title

American Land Title Association

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

EXHIBIT "A"

The Land referred to herein below is situated in the County of Noble, State of Indiana and is described as follows:

Parcel 1:

Part of the Southeast Quarter of the Northwest Quarter of Section 1, Township 34 North, Range 11 East, Noble County, Indiana, being more particularly described as follows, to-wit: Commencing at a Harrison marker found at the Southeast Corner of the Northwest Quarter of said Section 1; thence South 90 degrees 00 minutes West (assumed bearing), on and along the South Line of said Northwest Quarter, a distance of 1025.4 feet to a P. K. Nail at the true point of beginning, being the Southwest Corner of a certain 2.04 acre tract of land as recorded in Document Number 980400430 in the records of Noble County, Indiana, said Southwest Corner being situated North 90 degrees 00 minutes East, a distance of 1677.0 feet from a Harrison Marker found at the Southwest Corner of said Northwest Quarter; thence South 90 degrees 00 minutes West, on and along said South Line, being within the right-of-way of County Road 550N, a distance of 325.8 feet to a Mag Nail found at the Southwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 1; thence North 00 degrees 39 minutes 40 seconds East, on and along the West Line of the Southeast Quarter of the Northwest Quarter of said Section 1, a distance of 1288.09 feet to the Northwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 1, being a point situated 1.4 feet East of a wood post found; thence North 90 degrees 00 minutes East, on and along the North Line of the Southeast Quarter of the Northwest Quarter of said Section 1, a distance of 330.8 feet to an iron pin; thence South 00 degrees 36 minutes West, a distance of 1038.22 feet to an iron pin at the Northwest Corner of said 2.04 acre tract of land in Document Number 980400430; thence South 02 degrees 03 minutes 43 seconds West, on and along the West Line of said 2.04 acre tract, a distance of 250.0 feet to the TRUE POINT OF BEGINNING, containing 9.783 acres of land, more or less.

Parcel 2

Part of the East half of the Northwest Quarter of Section 1, Township 34 North, Range 11 East, together with part of the East half of the Southwest Quarter of Section 36, Township 35 North, Range 11 East, all being in Noble County, Indiana (This description prepared by Ryan D. Peppler, LS22300014, as part of original survey RD-178 completed by J.K. Walker and Associates, P.C., dated January 23, 2025), and all together being more particularly described as follows, to wit:

Commencing at a Harrison marker found at the Southeast corner of the Northwest Quarter of said Section 1; thence S90°-00'-00"W (deed bearing and used as the basis of bearings for this description), on and along the South line of the Northwest Quarter of said Section 1, a distance of 1025.40 feet to a Mag nail at the Southwest corner of a certain 2.04 acre tract of land recorded in Document Number 110200235 in the records of Noble County, Indiana, said Mag nail also being at the POINT OF BEGINNING; thence continuing S90°-00'-00"W, on and along said South line, being within the right-of-way of Mapes Road, a distance of 160.00 feet to a Mag nail; thence N02°-03-43"E, a distance of 410.10 feet to a 5/8-inch iron pin capped "Walker"; thence N90°-00'-00"E, a distance of 155.92 feet to a 5/8-inch iron pin capped "Walker"; on the East line of a certain tract of land recorded in Document Number 010100022 in said records; thence N00°-36'-00"E, on and along said East line, a distance of 878.22 feet to a 5/8-inch iron pin capped "Walker" found at the Northeast corner of said tract of land in Document Number 010100022, said iron pin also being on the North line of the Southeast Quarter of the Northwest Quarter of said Section 1; thence S90°-00'-00"W, on and along said North line, a distance of 330.80 feet to a 5/8-inch iron pin capped "Walker" at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 1; thence N00°-39'-40"E, on and along the West line of the East half of the Northwest Quarter of said Section 1, a distance of 1284.13 feet to a 5/8-inch iron pin capped "Walker" at the Northwest corner of the East half of the Northwest Quarter of said Section 1; thence N89°-51'-08"E, on and along the North line of the Northwest Quarter of said Section 1, also being on the South line of the Southwest Quarter of said Section 36, a distance of 36.90 feet to a 5/8inch iron pin capped "Walker" at the Southwest corner of the East half of the Southwest Quarter of said Section 36; thence N01°-01'-49"W, on and along the West line of the East half of the Southwest Quarter of said Section 36, a distance of 75.28 feet to a 5/8-inch iron pin capped "Walker" at the point of intersection with the Southerly right-of-way line of the Norfolk Southern Railroad; thence S88°-16'-40"E, on and along said Southerly right-of-way line, a distance of 1312.42 feet to a 5/8-inch iron pin capped "Walker" at the point of intersection with the East line of the Southwest Quarter of said Section 36; thence S01°-09'-17"E, on and along said East line, a distance of 32.45 feet to an iron pin found at the

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Preliminary Title

American Land Title Association

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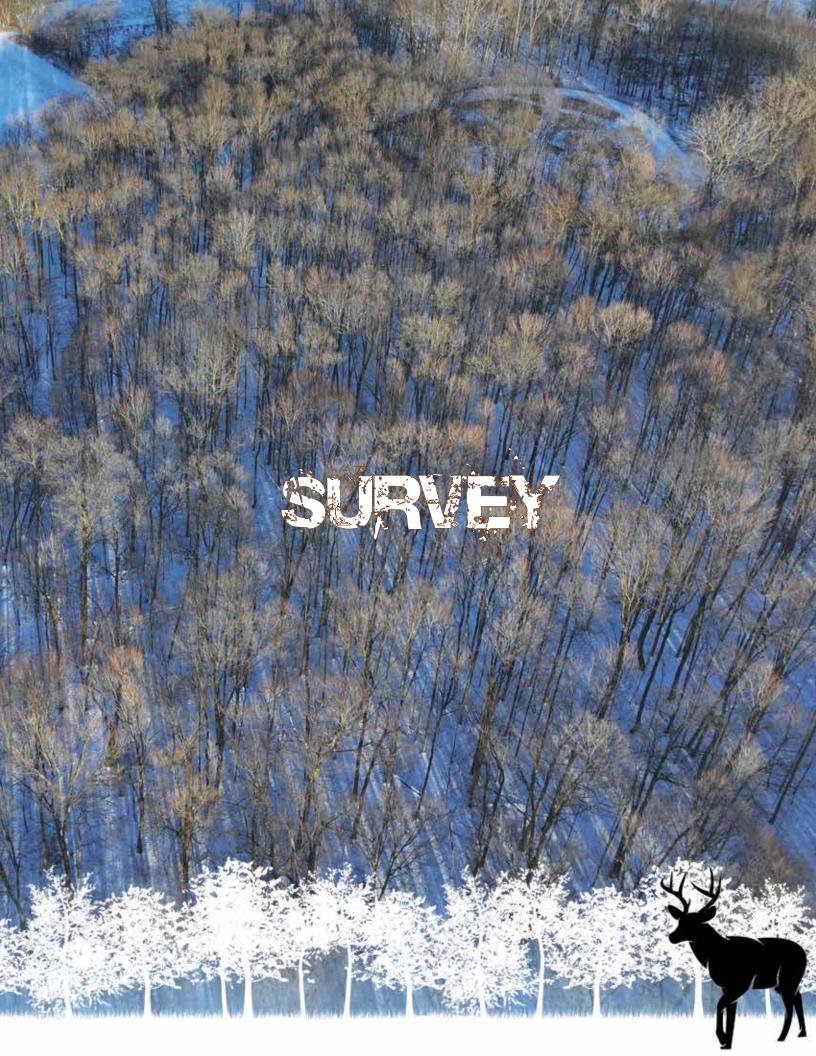
Southeast corner of the Southwest Quarter of said Section 36; thence S89°-51'-08"W, on and along the South line of the Southwest Quarter of said Section 36, a distance of 25.38 feet to an iron pin found at the Northeast corner of the Northwest Quarter of said Section 1; thence S00°-01'-30"W, on and along the East line of the Northwest Quarter of said Section 1, a distance of 1404.86 feet to a 5/8-inch iron pin capped "Walker" found at the Northeast corner of a certain tract of land recorded as Parcel II in Document Number 210300765 in said records, said iron pin being situated N00°-01'-30"E, a distance of 1170.60 feet from the Southeast corner of the Northwest Quarter of said Section 1; thence S90°-00'-00"W, on and along the North line of said Parcel II and on and along the North line of a certain tract of land recorded as Parcel I in said Document Number 210300765, a distance of 652.28 feet to a 5/8-inch iron pin capped "Walker" found at the Northwest corner of said Parcel I; thence S00°-36'-00"W, on and along the West line of said Parcel I, a distance of 920.81 feet to a 5/8-inch iron pin capped "Walker" found at the Northeast corner of said 2.04 acre tract of land; thence S90°-00'-00"W, on and along the North line of said 2.04 acre tract of land, a distance of 355.00 feet to a 5/8-inch iron pin capped "Walker" found at the Northwest corner of said 2.04 acre tract of land; thence S02°-03'-43"W, on and along the West line of said 2.04 acre tract of land, a distance of 250.00 feet to the point of beginning, containing 52.59 acres of land, more or less, subject to legal right-of-way for Mapes Road, subject to all legal drain easements and all other easements of record.

SUBJECT TO an ingress and egress easement, being part of the East half of the Northwest Quarter of Section 1, Township 34 North, Range 11 East, Noble County, Indiana, said easement being more particularly described as follows, to wit:

Commencing at a Harrison marker found at the Southeast corner of said Northwest Quarter; thence S90°-00'-00"W (deed bearing and used as the basis of bearings for this description), on and along the South line of said Northwest Quarter, a distance of 1025.40 feet to a Mag nail at the Southwest corner of a certain 2.04 acre tract of land recorded in Document Number 110200235 in the records of Noble County, Indiana, said Mag nail also being at the POINT OF BEGINNING of said ingress and egress easement; thence continuing S90°-00'-00"W, on and along said South line, being within the right-of-way of Mapes Road, a distance of 90.00 feet; thence N13°-20'-00"E, a distance of 165.00 feet; thence N00°-36'-07"E, a distance of 249.29 feet; thence N90°-00'-00"E, a distance of 60.00 feet to a 5/8-inch iron pin capped "Walker" on the East line of a certain tract of land recorded in Document Number 010100022 in said records; thence S00°-36'-00"W, on and along said East line, a distance of 160.00 feet to a 5/8-inch iron pin capped "Walker" found at the Northwest corner of said 2.04 acre tract of land; thence S02°-03'-43"W, on and along the West line of said 2.04 acre tract of land, also being on and along an Easterly line of said tract of land in Document Number 010100022, a distance of 250.00 feet to the point of beginning of said ingress and egress easement, subject to legal right-of-way for Mapes Road, subject to all legal drain easements and all other easements of record.

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K. WALKER & ASSOCIATES,

LAND SURVEYING, CIVIL ENGINEERING, & LAND PLANNING

Ryan D. Peppler, P.S. Kevin R. Michel, P.E. & P.S. William D. Kyler, P.S. William C. Green, P.S. 112 West Van Buren Street, Columbia City, IN 46725 www.walkersurveying.net Email: mail@walkersurveying.net

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Phone: 260-244-3640

DESCRIPTION OF SURVEYED TRACT

(Part of Document Number 010100022 and All of Document Number 9410729 and All of Document Number 020800930)

Part of the East half of the Northwest Quarter of Section 1, Township 34 North, Range 11 East, together with part of the East half of the Southwest Quarter of Section 36, Township 35 North, Range 11 East, all being in Noble County, Indiana (This description prepared by Ryan D. Peppler, LS22300014, as part of original survey RD-178 completed by J.K. Walker and Associates, P.C., dated January 23, 2025), and all together being more particularly described as follows, to wit:

Commencing at a Harrison marker found at the Southeast corner of the Northwest Quarter of said Section 1; thence S90°-00'-00"W (deed bearing and used as the basis of bearings for this description), on and along the South line of the Northwest Quarter of said Section 1, a distance of 1025.40 feet to a Mag nail at the Southwest corner of a certain 2.04 acre tract of land recorded in Document Number 110200235 in the records of Noble County, Indiana, said Mag nail also being at the POINT OF BEGINNING; thence continuing S90°-00'-00"W, on and along said South line, being within the right-of-way of Mapes Road, a distance of 160.00 feet to a Mag nail; thence N02°-03'-43"E, a distance of 410.10 feet to a 5/8-inch iron pin capped "Walker"; thence N90°-00'-00"E, a distance of 155.92 feet to a 5/8-inch iron pin capped "Walker" on the East line of a certain tract of land recorded in Document Number 010100022 in said records; thence N00°-36'-00"E, on and along said East line, a distance of 878.22 feet to a 5/8-inch iron pin capped "Walker" found at the Northeast corner of said tract of land in Document Number 010100022, said iron pin also being on the North line of the Southeast Quarter of the Northwest Quarter of said Section 1; thence S90°-00'-00"W, on and along said North line, a distance of 330.80 feet to a 5/8-inch iron pin capped "Walker" at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 1; thence N00°-39'-40"E, on and along the West line of the East half of the Northwest Quarter of said Section 1, a distance of 1284.13 feet to a 5/8-inch iron pin capped "Walker" at the Northwest corner of the East half of the Northwest Quarter of said Section 1; thence N89°-51'-08"E, on and along the North line of the Northwest Quarter of said Section 1, also being on the South line of the Southwest Quarter of said Section 36, a distance of 36.90 feet to a 5/8-inch iron pin capped "Walker" at the Southwest corner of the East half of the Southwest Quarter of said Section 36; thence N01°-01'-49"W, on and along the West line of the East half of the Southwest Quarter of said Section 36, a distance of 75.28 feet to a 5/8-inch iron pin capped "Walker" at the point of intersection with the Southerly right-of-way line of the Norfolk Southern Railroad; thence S88°-16'-40"E, on and along said Southerly right-of-way line, a distance of 1312.42 feet to a 5/8-inch iron pin capped "Walker" at the point of intersection with the East line of the Southwest Quarter of said Section 36; thence S01°-09'-17"E, on and along said East line, a distance of 32.45 feet to an iron pin found at the Southeast corner of the Southwest Quarter of said Section 36; thence S89°-51'-08"W, on and along the South line of the Southwest Quarter of said Section 36, a distance of 25.38 feet to an iron pin found at the Northeast corner of the Northwest Quarter of said Section 1; thence S00°-01'-30"W, on and along the East line of the Northwest Quarter of said Section 1, a distance of 1404.86 feet to a 5/8-inch iron pin capped "Walker" found at the Northeast corner of a certain tract of land recorded as Parcel II in Document Number 210300765 in said records, said iron pin being situated N00°-01'-30"E, a distance of 1170.60 feet from the Southeast corner of the Northwest Quarter of said Section 1; thence S90°-00'-00"W, on and along the North line of said Parcel II and on and along the North line of a certain tract of land recorded as Parcel I in said Document Number 210300765, a distance of 652.28 feet to a 5/8-inch iron pin capped "Walker" found at the Northwest corner of said Parcel I; thence S00°-36'-00"W, on and along the West line of said Parcel I, a distance of 920.81 feet to a 5/8-inch iron pin capped "Walker" found at the Northeast corner of said 2.04 acre tract of land; thence S90°-00'-00"W, on and along the North line of said 2.04 acre tract of land, a distance of 355.00 feet to a 5/8-inch iron pin capped "Walker" found at the Northwest corner of said 2.04 acre tract of land; thence S02°-03'-43"W, on and along the West line of said 2.04 acre tract of land, a distance of 250.00 feet to the point of beginning, containing 52.59 acres of land, more or less, subject to legal right-of-way for Mapes Road, subject to all legal drain easements and all other easements of record.

January 23, 2025 Date:

Roberts, Carson L./Rebecca Name:

Mapes Road

Survey #: **RD-178**

Address:







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

LAND SURVEYING, CIVIL ENGINEERING, & LAND PLANNING

EST. 1984

Ryan D. Peppler, P.S.
Kevin R. Michel, P.E. & P.S.
William D. Kyler, P.S.
William C. Green, P.S.
112 West Van Buren Street,
Columbia City, IN 46725
www.walkersurveying.net
Email: mail@walkersurveying.net
Phone: 260-244-3640

Page 2 of 5

SUBJECT TO an ingress and egress easement, being part of the East half of the Northwest Quarter of Section 1, Township 34 North, Range 11 East, Noble County, Indiana, said easement being more particularly described as follows, to wit:

Commencing at a Harrison marker found at the Southeast corner of said Northwest Quarter; thence S90°-00'-00"W (deed bearing and used as the basis of bearings for this description), on and along the South line of said Northwest Quarter, a distance of 1025.40 feet to a Mag nail at the Southwest corner of a certain 2.04 acre tract of land recorded in Document Number 110200235 in the records of Noble County, Indiana, said Mag nail also being at the POINT OF BEGINNING of said ingress and egress easement; thence continuing S90°-00'-00"W, on and along said South line, being within the right-of-way of Mapes Road, a distance of 90.00 feet; thence N13°-20'-00"E, a distance of 165.00 feet; thence N00°-36'-07"E, a distance of 249.29 feet; thence N90°-00'-00"E, a distance of 60.00 feet to a 5/8-inch iron pin capped "Walker" on the East line of a certain tract of land recorded in Document Number 010100022 in said records; thence S00°-36'-00"W, on and along said East line, a distance of 160.00 feet to a 5/8-inch iron pin capped "Walker" found at the Northwest corner of said 2.04 acre tract of land; thence S02°-03'-43"W, on and along the West line of said 2.04 acre tract of land, also being on and along an Easterly line of said tract of land in Document Number 010100022, a distance of 250.00 feet to the point of beginning of said ingress and egress easement, subject to legal right-of-way for Mapes Road, subject to all legal drain easements and all other easements of record.

FLOOD HAZARD STATEMENT

The accuracy of any flood hazard data shown on this report is subject to map scale uncertainty and to any other uncertainty in location or elevation on the referenced Flood Insurance Rate Map. The surveyed tract appears to be situated in Zone "X", which is not in a flood plain, as said land plots by scale on Map Number 18113C0229D and Map Number 18113C0240D of the Flood Insurance Rate Maps for Noble County, Indiana, dated March 2, 2015.

THEORY OF LOCATION

This is an original boundary survey of part of the East half of the Northwest Quarter of Section 1, Township 34 North, Range 11 East, together with part of the East half of the Southwest Quarter of Section 36, Township 35 North, Range 11 East, all being in Noble County, Indiana, located on Mapes Road. The surveyed tract is part of a tract of land recorded in Document Number 010100022 and all of Document Number 9410729 and all of Document Number 020800930 in the records of Noble County, Indiana. The surveyed tract was created as directed by a representative of the owner.

Multiple GPS observations utilizing a WGS84 signal and a local coordinate grid were utilized this survey. The Southeast corner of the Northwest Quarter of said Section 1 is county referenced. A Harrison marker was found at this corner and was held this survey.

The Southwest corner of the Northwest Quarter of said Section 1 is county referenced. A Harrison marker was found at this corner and was held this survey.

The Northeast corner of the Southwest Quarter of Section 36, Township 35 North, Range 11 East, Noble County, Indiana, is county referenced. A Harrison marker was found at this corner and was held this survey.

The Northwest corner of the Southwest Quarter of said Section 36 is county referenced. A Harrison marker was found at this corner and was held this survey.

The Southwest corner of the Southwest Quarter of said Section 36 is county referenced. A Harrison marker was found at this corner and was held this survey.

The Southeast corner of the Southwest Quarter of said Section 36 is not county referenced. An iron pin was found acquiescing the position of the Southeast corner of the Southwest Quarter of said Section 36. It was apparent that the iron pin had been accepted for a substantial number of years and was the best available evidence in perpetuating the corner location. Said iron pin was held this survey.

Date: January 23, 2025

Name: Roberts, Carson L./Rebecca

Address: Mapes Road

Survey #: RD-178







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

LAND SURVEYING, CIVIL ENGINEERING, & LAND PLANNING

EST. 1984

Ryan D. Peppler, P.S. Kevin R. Michel, P.E. & P.S. William D. Kyler, P.S. William C. Green, P.S. 112 West Van Buren Street, Columbia City, IN 46725 www.walkersurveying.net Email: mail@walkersurveying.net Phone: 260-244-3640

Page 3 of 5

The Northeast corner of the Northwest Quarter of said Section 1 is not county referenced. An iron pin was found acquiescing the position of the Northeast corner of the Northwest Quarter of said Section 1. It was apparent that the iron pin had been accepted for a substantial number of years and was the best available evidence in perpetuating the corner location. Said iron pin was held this survey.

The Northwest corner of the Northwest Quarter of said Section 1 is not county referenced. An iron pin was found acquiescing the position of the Northwest corner of the Northwest Quarter of said Section 1. It was apparent that the iron pin had been accepted for a substantial number of years and was the best available evidence in perpetuating the corner location. Said iron pin was held this survey.

The Northwest corner of the East half of the Southwest Quarter of said Section 36 was established at the midpoint of the North line of the Southwest Quarter of said Section 36.

The Southwest corner of the East half of the Southwest Quarter of said Section 36 was established at the midpoint of the South line of the Southwest Quarter of said Section 36. A 5/8-inch iron pin capped "Walker" was set at said Southwest corner.

The Southwest corner of the East half of the Northwest Quarter of said Section 1 was established at the midpoint of the South line of the Northwest Quarter of said Section 1. A Mag nail was set at said Southwest corner.

The West line of the East half of the Northwest Quarter of said Section 1 was established using deeded distances and bearings.

A 5/8-inch iron pin capped "Walker" was set at the Northwest corner of the East half of the Northwest Quarter of said Section 1.

The Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 1 was established using deeded distances and bearings. A 5/8-inch iron pin capped "Walker" was set at said Northwest corner (a Southwest corner of the surveyed tract).

A 5/8-inch iron pin capped "Walker" was found at the Northeast corner of a certain tract of land recorded in Document Number 010100022 in the records of Noble County, Indiana, and was held this survey (a corner of the surveyed tract).

The Southwest corner of a certain 2.04 acre tract of land recorded in Document Number 110200235 in the records of Noble County, Indiana, was established on the South line of the Northwest Quarter of said Section 1, a deeded distance of 1025.40 feet West of the Southeast corner of the Northwest Quarter of said Section 1. A Mag nail was set at said Southwest corner.

A 5/8-inch iron pin capped "Walker" was found at the Northwest corner and the Northeast corner of said 2.04 acre tract of land. Said iron pins were held this survey.

A Southwest corner of the surveyed tract was established on the South line of the Northwest Quarter of said Section 1 as directed by a representative of the owner. A Mag nail was set at this corner.

A corner of the surveyed tract was established on the East line of a certain tract of land recorded in Document Number 010100022 in the records of Noble County, Indiana, as directed by a representative of the owner. A 5/8-inch iron pin capped "Walker" was set at this corner.

A Northeast corner of the surveyed tract was established at the point of intersection of the East line of the Southwest Quarter of said Section 1 with the Southerly right-of-way line of Norfolk Southern Railroad. A 5/8-inch iron pin capped "Walker" was set at this corner.

A Northwest corner of the surveyed tract was established at the point of intersection of the West line of the East half of the Southwest Quarter of said Section 1 with the Southerly right-of-way line of Norfolk Southern Railroad. A 5/8-inch iron pin capped "Walker" was set at this corner.

The Northeast corner of Parcel II in Document Number 210300765 in the records of Noble County, Indiana, was established on the East line of the Northwest Quarter of said Section 1, a deeded distance of 1170.60 feet North of the Southeast corner of the Northwest Quarter of said Section 1. An iron pin was found at this corner and was held this survey.

The Northwest corner of Parcel I in said Document Number 210300765 in said records was established using recorded distances. An iron pin was found at this corner and was held this survey.

Date: January 23, 2025

Name: Roberts, Carson L./Rebecca

Address: Mapes Road

Survey #: RD-178







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

LAND SURVEYING, CIVIL ENGINEERING, & LAND PLANNING

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112 West Van Buren Street,

Phone: 260-244-3640

Columbia City, IN 46725 www.walkersurveying.net Email: mail@walkersurveying.net

Page 4 of 5

A 5/8-inch iron pin capped "Walker" was set at the other corner of the surveyed tract as directed by a representative of the owner.

See survey for other monuments found near the surveyed tract.

See survey for monuments found that are referenced.

SURVEYOR'S REPORT

In accordance with the Title 865 IAC 1-12 "Rule 12" of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties of the location of the lines and corners established on this survey as a result of:

(A) Availability and condition of referenced monuments.

See comments above concerning monuments set or found and held this survey. The monuments found are in good condition unless otherwise noted. Certain monuments are referenced as shown.

(B) Occupation or possession lines.

Stone drive exists as shown on this survey.

Fences exist as shown on this survey.

(C) Clarity or ambiguity of the record description used and of adjoiners' descriptions and the relationship of the lines of the subject tract with adjoiners' lines.

None were observed.

(D) The relative positional accuracy of the measurements.

The Relative Positional Accuracy (due to random errors in measurements) of the corners of the subject tract established by this survey is within the specifications for Suburban surveys: 0.13 feet (40 millimeters) plus 100 parts per million as defined by IAC 865.

NOTES

- This survey is subject to any facts and /or easement that may be disclosed by a full and accurate title search. The undersigned should be notified of any additions or revisions that are required. The undersigned was not provided with a current title commitment for use on this survey.
- 2. For monuments found and set, see survey. All pins set are #5 Rebars with caps marked "Walker".
- 3. Origin of monuments unknown unless noted on survey.
- 4. Measurements of this survey are based on aforesaid G.P.S. and/or E.T.S. traverse measurements.
- Ownership research of the subject tract, and adjoining tracts, was obtained from current tax records on file in the Offices of the county Auditor and Recorder.
- 6. The Noble County Surveyor's Legal Drain Map shows a legal tile drain running through the surveyed tract. Per Indiana Code 36-9-27 legal tile drains have 75-foot wide drainage easements on each side of the tile. The approximate location of the legal tile drain is shown on this survey. Prior to any construction of a permanent structure near the legal drain easement, the location of the centerline of the tile should be verified by the Noble County Surveyor.
- Overhead utility lines exist as shown on this survey.
- The Plat of East Park Roberts Addition was used as a reference.
 Reference survey by Mark, dated 05-02-22.
 Reference survey(s) by J.K. Walker & Associates, P.C., dated 04-23-98, 06-11-99, 10-05-99, 02-15-01, 08-05-02 (3).
- The Noble County Auditor and Recorder will require that a copy of this survey be recorded with the new deed.
- 10. I, Ryan D. Peppler, 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.

Date: January 23, 2025

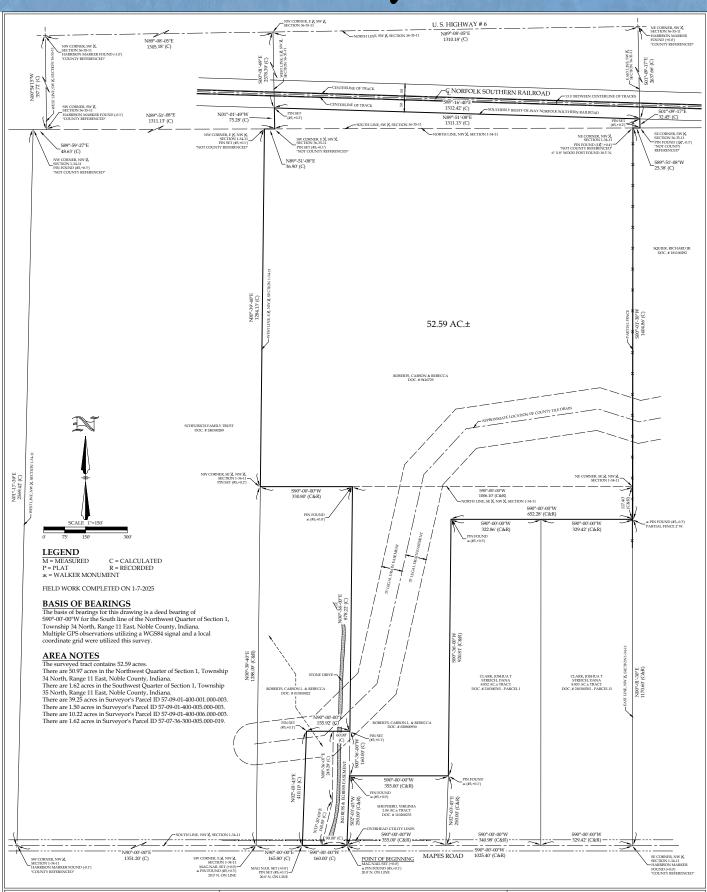
Name: Roberts, Carson L./Rebecca

Address: Mapes Road

Survey #: RD-178



Survey





CERTIFICATE OF SURVEY

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR LICENSED IN
COMPILANCE WITH THE LAWS OF THE STATE OF INDIANA, HEREBY
CERTIEV THE HEREON PLAT TO CORRECTLY REPRESENT A SURVEY
AS MADE UNDER MY DIRECTION AND THAT THIS SURVEY AND
ACCOMPANYING REPORT HAS BEEN COMPILETED IN ACCOMDANCE
WITH THE SES-ALC-12 AND ALL OTHER AMENDMENTS THERETO.

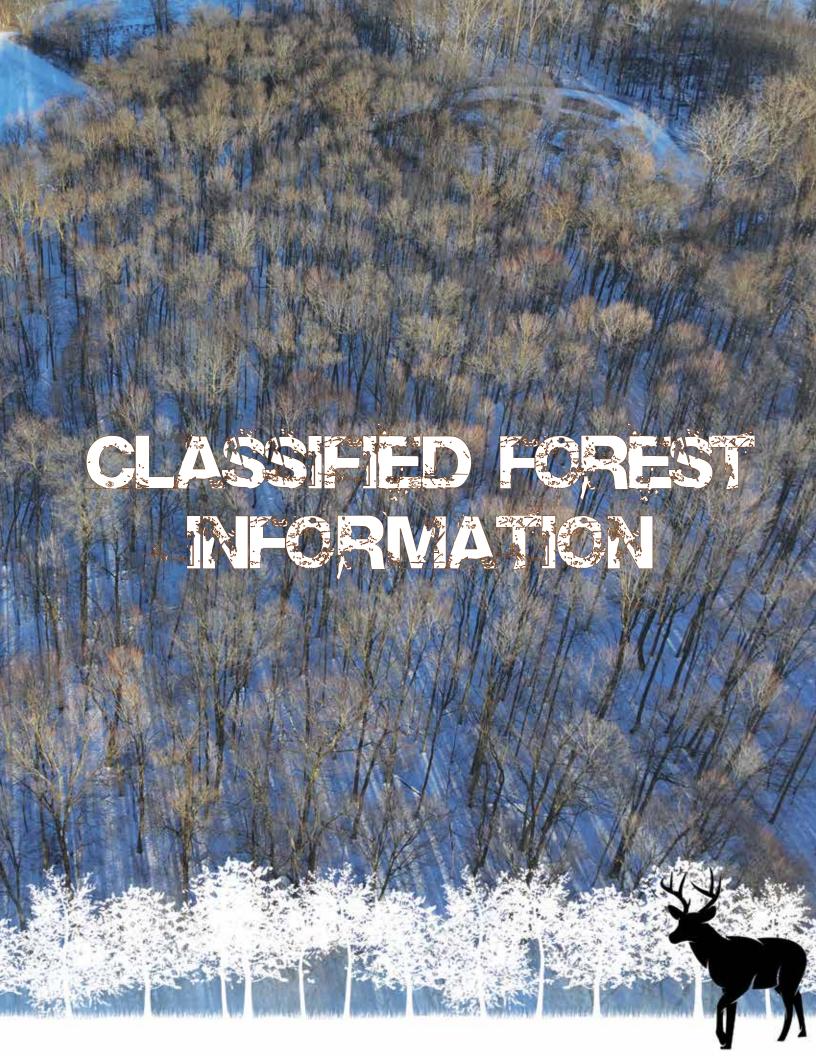


Time

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSSHIP 34 NORTH, RANGE 11 EAST, TOGETHER WITH PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 11 EAST, ALL BEING IN NOBLE COUNTY, INDIANA

ROBERTS, CARSON L. & REBECCA

SCALE: 1"=150'	DRAWN BY: KRM	DRAWING NUMBER
DATE: 1-23-2025	PAGE: 5 OF 5	RD-178



Noble County Recorder 220100643 Page 1 of, 5 Scanned 1/21/2022 10:58 AM

Duly Entered For Taxation

JAN 20 2022

Lorp. S. Joneso Auditor of Noble County



220100643

CANDY MYERS
NOBLE CO, IN - RECORDER
RECORDED AS PRESENTED
01/21/2022 10:38 AM
REC FEE: 25.00 PGS: 5

TAXIO#009-100718-00



APPLICATION FOR CLASSIFICATION State Form 19883 (R4 / 3-17)

Department of Natural Resources
Division of Forestry
402 West Washington Street, Room W296
Indianapolis, IN 46204

				
APPLICATION FOR THE CLASSIFICATION OF LAND AS FOREST LAND AND WILDLANDS INDIANA CODE 6-1,1-6				
VII. 2. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	INDIANA CODE 6-1.1-6	With the second		
l/We, Roberts, Carson & Rebecca (Please print name(s) of legal owner(s)) do hereby make application to have classified as a FOREST LAND and/or WILDLAND, subject to the provisions of an Act approved March 10, 1921, as amended, entitled "An Act to encourage timber production and to protect watersheds by classifying certain land as forest lands; and prescribing a method of appraising lands thus classified for purposes of taxation". Further, I have reviewed the management plan; it meets my objectives, and I will implement the required plan.				
Name of landowner (printed or typed)	Name of landowner (printed or typed)	Name of landowner (printed or typed)		
Carson Roberts	Rebecca Roberts	Rebecca Roberts		
Signature of landowner Corrson Roberts	Signature of landowner Roberts	Rebecca Roberts Signature of landowner CARSON Roberts		
Address of landowner (street and number, city, state, and ZIP code)	Address of landowner (street and number, city, state, and ZIP code)	Address of landowner (street and number, city, state, and ZIP code)		
3039 Mapes Road	3039 Mapes Road			
Kendallville, IN 46755	Kendallville, IN 46755			
Telephone number 260-438-6755	Telephone number	Telephone number		
E-mail address	E-mail address	E-mail address		
1				
New Application				
Revised Application: Split Partial Withdrawal Addition				
Date of Original Application:; Document Number/Book & Page: 1900 The revised application assumes the effective date of the original application.				

Noble County Recorder 220100643 Page 2 of 5 Scanned 1/21/2022 10:40 AM

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REPORT OF DESCRIPTION AND PLAT PREPARER

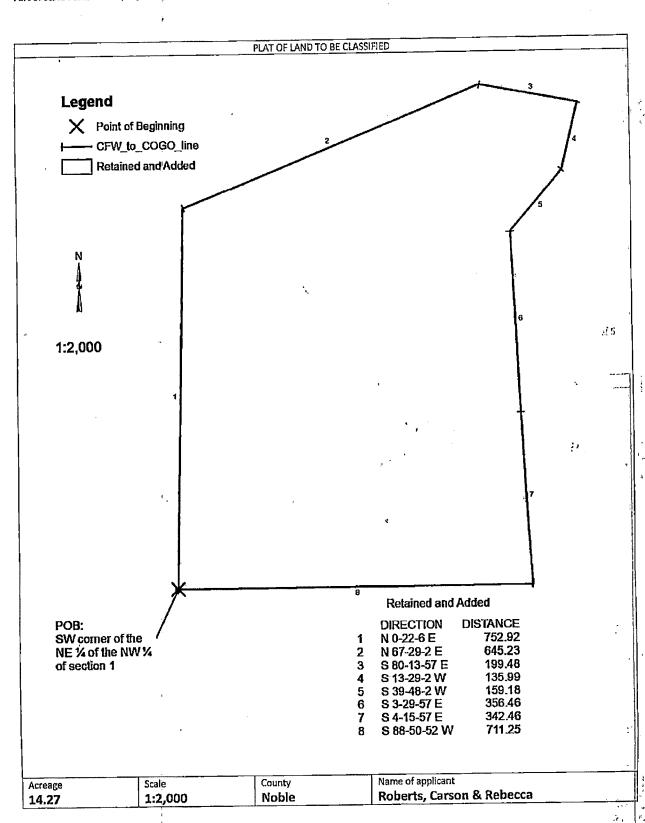
Part of State Form 19883 (R4 / 3-17)

Resources Commission. This description may can aerial photo provided that the description is be taken from an actual on-the-ground survey. in width and its acreage stated at the conclusion single classification shall be stated at the end of description(s) will not fit on the application. Being a registered land surveyor in the State of Resources Commission, I do hereby certify that application to the State Forester of the Departm	come from a deed tied to a known po Each contiguous of of each tract designed fall the individual Indiana or other quantof Natural Respect March 10, 192	d bounds description or by other means allowed by the Natural if an entire property is being entered, or it may be scaled from pint of reference such as an established section corner, or it may tract shall contain at least ten (10) acres of any shape at least 50° cription. The total acreage of all tracts being submitted as a descriptions. Additional pages may be added if the qualified individual as determined by rule of the Natural true plat and that the description of land mentioned in this sources, State of Indiana, to be classified as forest land and/or 21, as amended, as determined from an (check one box) and by the Natural Resources Commission
GIS		
(other method used)	'	
Name of preparer (printed)		City, state and ZIP code
Zachary M. Smith		402 West Washington Street Rm W296
7		Indianapolis, IN 46131
Signature of preparer		er'
Gachany M. Smith		
Telephone number of preparer		E-mail address of preparer
317-232-4117		zsmith@dnr.in.gov
		11
Registered land surveyors complete the following:		, yr
Surveyor's registration number		56*
		•
		SURVEYOR'S
		SEAL
		7
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Noble County Recorder 220100643 Page 3 of 5 Scanned 1/21/2022 10:40 AM

Part of State Form 19883 (R4 / 3-17)

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Noble County Recorder 220100643 Page 4 of 5 Scanned 1/21/2022 10:40 AM

Part of State Form 19883 (R4 / 3-17)

Page 4 of 5.

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LEGAL DESCRIPTION OF LAND TO BE CLASSIFIED (narrative) he SW corner of the NE 1/4 of the NW 1/4 of section 1. Township 3/4

Commencing at the SW corner of the NE ¼ of the NW ¼ of section 1, Township 34 North, Range 11 East in the Second Meridian, Noble County, Indiana, described as follows: N 0-22-6 E 752.92 feet, thence N 67-29-2 E 645.23 feet, thence S 80-13-57 E 199.48 feet, thence S 13-29-2 W 135.99 feet, thence S 39-48-2 W 159.18 feet, thence S 3-29-57 E 356.46 feet, thence S 4-15-57 E 342.46 feet, thence S 88-50-52 W 711.25 feet, thence to the point of beginning, containing in all 14.27 acres.

County Parcel Number(s)

57-09-01-400-001.000-003

Indiana Department of Natural Resources Division of Forestry

THE CLASSIFIED FOREST AND WILDLANDS PROGRAM



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

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

Certain activities cannot take place on Classified Forest and Wildlands:

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

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

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

PRIMARY BENEFITS TO THE CLASSIFIED LAND OWNER

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

HOW TO ENTER THE PROGRAM

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

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

REINSPECTIONS

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

POSTING YOUR LAND

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

SELLING OR TRANSFERRING THE LAND

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



Carson Roberts Noble County

Noble County Allen Township Section 01, T34N, R11E Prepared By: Andrew O'Connor District Forester

Date: 12/17/2024



Classified Boundaries

1:4,608

(Original Map Scale)















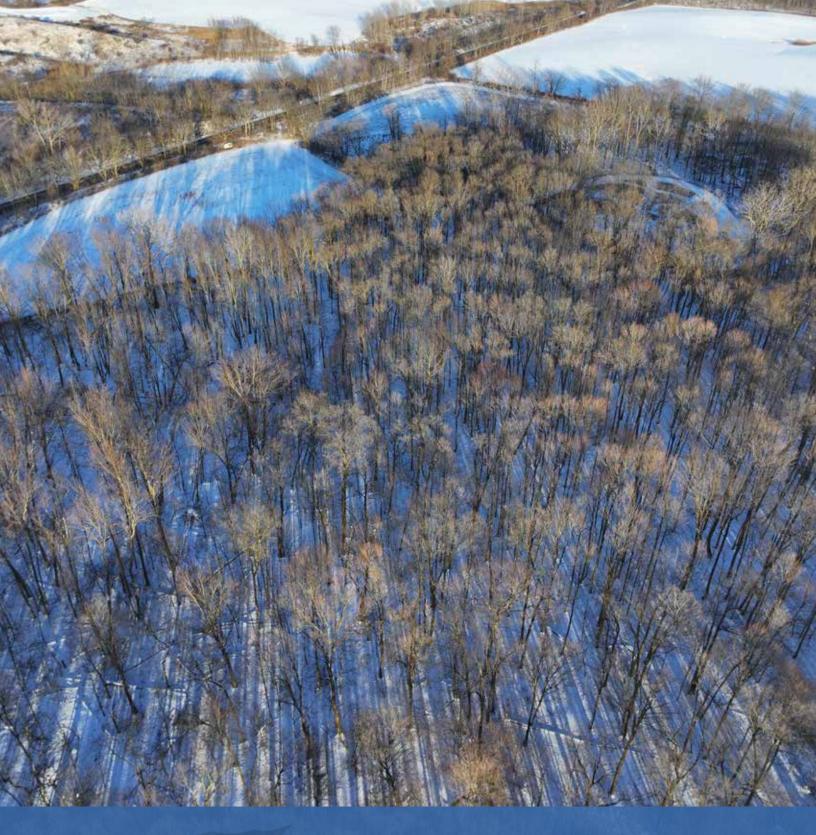












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