# ALTA COMMITMENT FOR TITLE INSURANCE issued by GENERAL 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, General Title Insurance Company, an Indiana 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.

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File No. 10316





## **COMMITMENT CONDITIONS**

### 1. DEFINITIONS

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

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GTIC ALTA Commitment for Title Insurance (7-1-21)

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# 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
  - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - 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.

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### 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.

IN WITNESS WHEREOF, GENERAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.\

# GENERAL TITLE INSURANCE COMPANY

President

Attest:

Trada M. Frank Secretary



By:

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GTIC ALTA Commitment for Title Insurance (7-1-21)

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

Issuing Agent:D & E Abstract and Title Co., LLCIssuing Office:900 E Tipton St, Seymour, IN 47274Issuing Office's ALTA® Registry ID:1078957Loan ID Number:10316Issuing Office File Number:10316Property Address:9000 N Block State Rd 11, Seymour, IN 47274

# SCHEDULE A

- 1. Commitment Date: October 31, 2023 at 8:00 A.M.
- 2. Policy to be issued:
  - (a) 2021 ALTA® Owner's Policy Standard Proposed Insured:
     Proposed Amount of Insurance: \$ TBD Premium: \$
     The estate or interest to be insured:
  - (b) 2021 ALTA® Loan Policy Proposed Insured: Proposed Amount of Insurance \$ Premium: \$ The estate or interest to be insured:
- 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:

Anthony R. Barsi Jr. and Charlene T. Henke as equal tenants-in-common

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

# **GENERAL TITLE INSURANCE COMPANY**

The Property Address referenced above is shown for informational purposes only and is not an insuring provision in the policy.

AUTHORIZED COUNTERSIGNATURE

**INSURANCE FRAUD WARNING**: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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# EXHIBIT "A" LEGAL DESCRIPTION

Commencing at the Southeast corner of Section thirty (30) Township Seven (7) North, Range Six (6) East; thence north Three (3) degrees West Twenty-six hundred and Fifty-four (2654) feet to a stone on the half mile line running East and West through said Section thirty (30); thence South Eighty-five degrees and thirty minutes (85 degrees 30 minutes); West along said half mile line Fifteen hundred and Fifty-one (1551) feet to the East line of the right of way of the old Jeffersonville Railroad Co. (now the PCC & St. L. Railway Co.) thence South Six (6) degrees West along said right of way line Twenty-six hundred and Seventy-five (2675) feet to the South line of said Section; thence North Eighty-Nine degrees and Fifteen minutes (89 degrees 15 minutes) East along the south line of said Section Two Thousand (2000) feet to the place of beginning, containing One Hundred Eight and Fifty-Seven Hundredths (108.57) acres more or less, subject to existing right of ways.

ALSO: Thirty-Seven and Seven Tenths (37.7) acres off the South end of the Southwest quarter of the Southwest quarter of Section Twenty-nine (29), Township Seven (7) North, Range Six (6) East.

EXCEPTING THEREFROM: A part of the Southeast Quarter of Section 30, Township 7 North, Range 6 East, Jackson County, Indiana, described a follows:

Beginning at a point on the south line of said section South 89 degrees 21 minutes 00 seconds West 54.50 feet from the southeast corner of said section, which point of beginning is on the west boundary of S.R. 31A; thence South 89 degrees 21 minutes 00 seconds West 11.18 feet along said south line; thence North 4 degrees 01 minutes 17 seconds West 139.57 feet; thence North 1 degree 35 minutes 37 seconds West 480.10 feet; thence South 89 degrees 36 minutes 00 seconds West 20.00 feet; thence North 4 degrees 03 minutes 37 seconds East 320.92 feet; thence North 7 degrees 26 minutes 30 seconds East 181.67 feet

to the west boundary of said S.R. 31A; thence along the boundary of said S.R. 31A Southerly 304.93 feet along an arc to the right and having a radius of 180,884.04 feet and subtended by a long chord having a bearing of South 0 degrees 26 minutes 54 seconds East and a length of 304.93 feet; thence South 0 degrees 24 minutes 00 seconds East 74.99 feet along said boundary; thence South 2 degrees 27 minutes 45 seconds West 200.25 feet along said boundary; thence South 0 degrees 24 minutes 00 seconds East 200.00 feet along said boundary; thence south 4 degrees 12 minutes 51 seconds East 150.33 feet along said boundary; thence South 0 degrees 24 minutes 00 seconds East 189.24 feet along said boundary to the point of beginning and containing 0.567 acres, more or less.

ALSO, EXCEPTING THEREFROM: A part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 7 North, Range 6 East, Jackson County, Indiana, described as follows:

Beginning at a point on the south line of said section North 88 degrees 43 minutes 00 seconds East 45.51 feet from the Southwest corner of said section, which point of beginning is on the east boundary of S.R. 31A; thence North 0 degrees 24 minutes 00 seconds West 188.30 feet along the boundary of said S.R. 31A; thence North 3 degrees 24 minutes 51 seconds East 150.33 feet along said boundary; thence North 0 degrees 24 minutes 45 seconds West 200.25 feet along said boundary; thence North 0 degrees 24 minutes 45 seconds West 200.25 feet along said boundary; thence North 0 degrees 24 minutes 00 seconds West 74.99 feet along said boundary; thence along said boundary; thence along said boundary is a radius of seconds West 200.25 feet along said boundary is the seconds 24 minutes 00 seconds West 74.99 feet along said boundary; thence along said boundary is the seconds 24 minutes 00 seconds West 74.99 feet along said boundary; thence along said boundary is the seconds 24 minutes 00 seconds West 74.99 feet along said boundary; thence along said boundary is the seconds 24 minutes 00 seconds West 74.99 feet along said boundary; thence along said boundary is the seconds 24 minutes 00 seconds West 74.99 feet along said boundary; the seconds 24 minutes 00 seconds West 74.99 feet along said boundary; the seconds 24 minutes 00 seconds West 74.99 feet along said boundary; the seconds 24 minutes 00 seconds West 74.99 feet along said boundary; the seconds 24 minutes 00 seconds West 74.99 feet along said boundary; the seconds 24 minutes 00 seconds West 74.99 feet along said boundary; the seconds 24 minutes 00 seconds West 74.99 feet along said boundary; the seconds 24 minutes 00 seconds West 74.99 feet along said boundary; the seconds 24 minutes 00 seconds West 74.99 feet along said boundary; the seconds 24 minutes 00 seconds West 74.99 feet along said boundary; the seconds 24 minutes 00 seconds West 74.99 feet along said boundary; the seconds 24 minutes 00 seconds West 74.99 feet along said boundary; the seconds 24 minutes 20 s

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18,984.04 feet and subtended by a long chord having a bearing of North 0 degrees 26 minutes 54 seconds West and a length of 305.09 feet; thence South 8 degrees 22 minutes 21 seconds East 181.79 feet; thence South 4 degrees 13 minutes 18 seconds East 300.72 feet; thence South 89 degrees 36 minutes 00 seconds West 20.00 feet; thence South 0 degrees 24 minutes 00 seconds East 400.00 feet; thence South 3 degrees 53 minutes 21 seconds West 200.56 feet; thence South 0 degrees 24 minutes 00 seconds East 38.14 feet to the south line of said section; thence South 88 degrees 43 minutes 00 seconds West 10.00 feet along said south line to the point of beginning and containing 0.525 acres, more or less.

Containing in the aggregate, after said exceptions, 145.178 acres, more or less.

# END OF EXHIBIT "A"

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# **SCHEDULE B PART I - Requirements**

File No.: 10316

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. Payment, release and/or satisfaction of any and all mortgage, judgment liens and other encumbrances on title that are shown on Schedule B, Section II.
- 6. \*Pay the full consideration to, or for the account of, grantors or mortgagors.
- 7. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- 8. Satisfactory evidence shall be produced that all improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid in full.
- 9. Disclosure or Sales Information Form completed by Buyer and Seller as required by Indiana Law accompanying the Deed for Transfer.
- 10. Closing Affidavit to be furnished.
- 11. Instruments in insurable form which must be properly executed, delivered and duly filed for record.
- 12. "Effective July 1, 2009, HB 1374 requires any funds in the amount of \$10,000.00 or more, received from any party to the transaction, to be in the form of an irrevocable wire transfer." Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of cash, 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 real estate broker licensed under IC 25-34.1. Personal checks exceeding \$500.00 will not be accepted.
- 13. \*We will only except wired funds, If funds cannot be wired, please contact our office at 812-523-4900 prior to closing.
- 14. Any documents recorded after June 30, 2006 that are executed and acknowledged in Indiana must contain the following affirmation: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, (name)." The affirmation must be contained within the document or on a separate form attached to the document for recording.
- 15. By virtue of I.C. 27-7-3.6, a fee of \$5.00 payable to the title insurance underwriter will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
- 16. Beginning January 1, 2010, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing. See Indiana Code 6-1.1-12-43(e) and 27-7-3-15.15.
- 17. Beginning July 1, 2013, the IDOI has required a copy of the form CPL letter and the corresponding CPL fee to be filed immediately. All title insurance agents who are authorized to do business in Indiana and appointed by the Company for Indiana policy issuance are advised that the charge for CPLs will be a flat rate of \$50.00 per transaction. Indiana law now mandates that once the CPL issuing conditions above are met, the Company, through our agents, must issue a CPL letter to the lender, borrower, seller and buyer, if applicable. See Indiana Code SEA 370. IC 27-1-22-28.

### Schedule B continued on next page

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# **SCHEDULE B PART II - Exceptions**

### File No.: 10316

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:

- 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.
- b. Standard Exceptions:
  - 1. Rights or claims of parties in possession not shown by the public records.
  - 2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
  - 3. Easements, or claims of easements, not shown by the public records.
  - 4. 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.
  - 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
  - 6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
  - 7. Any Service, installation or connection charge for sewer, water or electricity.
  - 8. Any right, title, or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons.
  - 9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B.
- c. Special Exceptions:
- 1. Taxes for the year 2022, due and payable in 2023, are as follows:

   (Tract 1) Spring Installment \$512.12 Paid
   Fall Installment \$512.11 Paid (\$0.01) Surplus

   Parcel #36-76-30-400-047.000-012 Land Value 69200
   Improvement Value NONE

   (Tract 2) Spring Installment \$183.53 Paid
   Fall Installment \$183.53 Paid

   Parcel #36-76-29-300-005.000-012 Land Value 24800
   Improvement Value NONE

   Also, taxes for the year 2023, due and payable in 2024, which amount has not yet been determined.

Utility Liens: Inquiry should be made at the appropriate utility office if sewer or water is provided by a governmental entity in order to verify that all sewer charges have been paid, otherwise a lien for delinquent charges may be filed on the real estate pursuant to IC 36-9-23-33.

# Schedule B continued on next page

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# **SCHEDULE B PART II - Exceptions**

# SCHEDULE B - SECTION II CONTINUED

- 2. Possible municipal assessments, sewer use charges and/or impact fees levied by local governmental authority.
- 3. Covenants, conditions, restrictions, easements, assessments, leases or servitudes, appearing in the public records.
- 4. Leases, grants, exceptions or reservations of mineral or mineral rights, appearing in the public records.
- 5. Right of way for drainage titles, ditches, feeders and laterals, if any.
- 6. Rights of the public in and to State Road 11 right of way.
- 7. Rights of the public, the State of Indiana and County of Jackson and/or the municipality in and to that part of the premises taken or used for road purposes.
- 8. A Right of Way Easement held by Jackson County Rural Electric Membership Corporation, and to its successors and assigns, dated May 19, 1998, recorded December 22, 1998 in Deed Record 234 Pages 939.
- 9. A Gas Line Easement held by Indiana Gas Company, Inc., an Indiana corporation, and to its successors and assigns, dated May 13, 1997, recorded July 2, 1997 in Deed Record 228 Pages 295-303.
- 10. Subject to easements and restrictions shown on the Survey prepared John Wesley Bauer RLS No. S0457April 28, 1997, recorded April 28, 1997 in Miscellaneous Record 46, Pages 506-512.
- 11. INFORMATION NOTE: The acreage in the legal description as set forth in Schedule A hereof, is shown for convenience only and should not be construed as insuring the quantity of land set forth in the description.
- 12. The following note is incorporated herein for information purposes only per the lender request and is not part of the exception from coverage (Schedule B-Section II of the commitment and Schedule B of the policy):

A Search of the public records reflects the following deeds of conveyance of the land in the past 24 months:

A Warranty Deed From Audrey C. Boyd to Anthony R. Barsi, JR. and Charlene T. Henke, as equal tenants-incommon, dated December 16, 1987, recorded December 31, 1987 as Document #198707879.

No other instruments of conveyance appear in the public records other than those stated herein.

End of Schedule B

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# **General Title Insurance Company**

# **PRIVACY NOTICE**

# 11/19/2014

### This Privacy Notice is provided on behalf of General Title Insurance Company

Congress recently passed the Gramm-Leach-Bliley (GLB) Act, which deals in part with how the financial services industry handles nonpublic personal financial information. General Title Insurance Company recognizes that the foundation of our business is maintaining your trust and confidence. In order to provide you with the most effective and beneficial service, we must maintain information about you. Keeping that information secure and private is important to us. This notice is provided to you so that you may know how we collect information about you, the type of information we collect, what we may disclose to our affiliates and non-affiliated third parties, and the steps we take to protect personal information about you.

### What We Collect

First, we must collect a certain amount of personal information about you in order to provide customer service, offer new products or services, administer products, and fulfill legal and regulatory requirements. Therefore, as part of our servicing of your requests, we may obtain certain nonpublic personal information about you. This information includes facts and data that we receive from you, real estate agents, lenders, government agencies, and/or other authorized persons in varying manners, including but not limited to title orders, sales contracts, company required forms, telephone calls, correspondence, loan pay-offs, and other processing forms; facts and data about your transactions with us, our affiliates or others; and facts and data we receive from consumer reporting agencies.

### What We Share

D & E Abstract and Title Co., LLC is committed to maintaining the confidentiality of the personal information we collect. We welcome this opportunity to clarify our privacy policy for you.

With respect to the information we collect about you:

- We collect and use the information to the extent needed to conduct our business and to meet our high quality service standards;
- We restrict access to the information to authorized individuals who need to know this information to provide services and products to you;
- We maintain appropriate safeguards to protect information about you;
- We will verify that any persons requesting information about you or your relationship with us is entitled to such information prior to providing it.
- We share nonpublic personal information about you outside our company only to service your request, or as authorized by you, or as required or permitted by applicable law;
- We require any organization that provides assistance to us in providing services on our behalf to you to maintain the confidentiality of nonpublic personal information about you and not use such information for any other purpose; and
- Our Privacy Policy does not allow non-affiliates to offer their products and services to you.

The law does permit us to share information about you with our affiliates, including insurance companies and insurance service providers. The law also permits us to share information about you with companies that perform marketing services for us, or other financial institutions that have joint marketing agreements with us. The information we share with our affiliates or service providers need not be directly related to our transaction with you. If we change our privacy practices, we will provide you notice of all material changes. This privacy notice supersedes all previous notices with respect to matters described herein.

It is our goal to ensure that all the information we collect is accurate and complete. Please notify us if you believe information is inaccurate.

# A copy of our Information and Data Privacy Policy is available on our website www.generaltitleco.com or will be provided upon request.

### No Action is Required By You

You do not need to do anything as a result of this notice. It is meant to inform you of how we safeguard nonpublic personal information about you. You may wish to file this notice with your insurance papers.

### We strive to maintain your confidence and trust.

# ALTA PRIVACY FORM GENERAL TITLE INSURANCE COMPANY D & E ABSTRACT AND TITLE CO., LLC PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy practices of General Title Insurance Company and D & E Abstract and Title Co., LLC.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

# WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

| STATE FORM 53569 (R23/12-22)<br>APPROVED BY STATE BOARD OF ACCOUNTS, 2022<br>COUNTY: 36-Jackson |                             |   | TREASURER FORM TS-1A<br>EPARTMENT OF LOCAL GOVERNMENT FINANCE IC 6-1.1-22-8.1<br>ALLMENT REMITTANCE COUPON                       |  |
|---|-----------------------------|---|--|--|
| PARCEL NUMBER<br>36-76-30-400-047.000-012   | DUPLICATE NUMBER<br>1042672 | TAX YEAR<br>2022 Payable 2023   | Late Payment Penalty: 5% penalty after May 10, 2023, if  |  |
| taxing unit name<br>Redding Township  | PT SE 30-7-6 108.003A       | AL DESCRIPTION  | there is no delinquent amount: 10% penalty for previous delinquency or if payment is made after June 09, 2023                    |  |
|   |                             | SPRING AMOUNT DUE<br>by May 10, 2023  | \$0.00   |  |
| Barsi, Anthony R Jr & Charlene T Henke<br>1111 Crown Oaks Dr<br>Austin TX 78753-4510            |                             | Office Phone: (812)358-6125<br>Pay Online at: www.jacksoncounty.in.gov<br>Pay By Phone: 877-690-3729 JCode 2498<br>Remit Payment and Make Check Payable to:<br>Jackson County Treasurer<br>111 S Main St Suite 124<br>Brownstown IN 47220 |  |  |
| COUNTY: 36-Jackson  |                             | FALL INST.  | 2023 03:27 PM LowTaxInfo.com   |  |
| PARCEL NUMBER<br>36-76-30-400-047.000-012   | DUPLICATE NUMBER<br>1042672 | TAX YEAR<br>2022 Payable 2023   | Late Payment Penalty: 5% penalty after November 13,  |  |
| taxing Unit Name<br>Redding Township  | PT SE 30-7-6 108.003A       | AL DESCRIPTION  | 2023, if there is no delinquent amount: 10% penalty for<br>previous delinquency or if payment is made after<br>December 13, 2023 |  |
|   |                             | FALL AMOUNT DUE<br>by November 13, 2023   | (\$0.01)   |  |
| Barsi, Anthony R Jr<br>1111 Crown Oaks D<br>Austin TX 78753-45                                  | r                           | Pay By Phone: 877-6   | jacksoncounty.in.gov<br>590-3729 JCode 2498<br>Make Check Payable to:<br>asurer<br>124   |  |
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# COUNTY 36-Jackson

| COUNTY: 36-Jackson TAXPAYER'S COPY - KEEP F        | FOR YOUR RECORDS |
|--|------------------|
| PARCEL NUMBER DUPLICATE NUMBER TAX YEAR DUE DATES  |                  |
| 36-76-30-400-047.000-012 1042672 2022 Payable 2023 |                  |
| TAXING UNIT NAME LEGAL DESCRIPTION SPRING - M      | ay 10, 2023      |
| Redding Township PT SE 30-7-6 108.003A FALL - Nove | ember 13, 2023   |

### DATE OF STATEMENT: 11/17/2023

| PROPERTY ADDRESS<br>9000 N Block State Rd 11, Seymour IN 472 |             |             |  |
|--|-------------|-------------|--|
| PROPERTY TYPE TOWNSHIP:<br>Real Redding Township             |             |             |  |
| ACRES  | LIT 1% Rate | LIT 2% Rate |  |
| 108.0030   | 24.8792     | 8.3698      |  |

Barsi, Anthony R Jr & Charlene T Henke 1111 Crown Oaks Dr Austin TX 78753-4510

# TOTAL DUE FOR 2022 PAY 2023: (\$0.01)

| ITEMIZED CHARGES      | SPRING TOTAL | FALL TOTAL |
|-----------------------|--------------|------------|
| Tax                   | \$512.12     | \$512.12   |
| Delinquent Tax        | \$0.00       | \$0.00     |
| Delinquent Penalty    | \$0.00       | \$0.00     |
| Other Assessment (OA) | \$0.00       | \$0.00     |
| Delinquent OA Tax     | \$0.00       | \$0.00     |
| Delinquent OA Penalty | \$0.00       | \$0.00     |
| Fees                  | \$0.00       | \$0.00     |
| Adjustments           | \$0.00       | \$0.00     |
| Amount Due            | \$512.12     | \$512.12   |
| Payment Received      | \$512.12     | \$512.13   |
| Balance Due           | \$0.00       | (\$0.01)   |

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# SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and agricultural land, and 3% for all other property. The Mortgage Deduction will no longer apply to tax bills beginning with 2023 Pay 2024. Please note that local government unit annual budget notices are now available online at: https://budgetnotices.in.gov. Additional information for how to read your current tax bill can be located online at: www.in.gov/dlgf/understanding-your-tax-bill/tax-bill-101.

TAXPAYER AND PROPERTY INFORMATION

Taxpayer Name Barsi, Anthony R Jr & Charlene T Henke 1111 Crown Oaks Dr Austin TX 78753-4510

Address 9000 N Block State Rd 11 Seymour IN 47274

Date of Notice November 17, 2023 Duplicate Number

Parcel Number 36-76-30-400-047.000-012

Tax ID Number

**Taxing District** 012 Redding Township

36-76-30-400-047.000-012

Property Type Real

Legal Description PT SE 30-7-6 108.003A Billed Mortgage Company



# Spring installment due on or before May 10, 2023 and Fall installment due on or before November 13, 2023.

| TABLE 1: SUMMARY OF YOUR TAXES   |               |               |
|--|---------------|---------------|
| ASSESSED VALUE AND TAX SUMMARY   | 2021 Pay 2022 | 2022 Pay 2023 |
| 1a. Gross assessed value of homestead property                               | \$0           | \$0           |
| 1b. Gross assessed value of other residential property and farmland          | \$59,500      | \$69,200      |
| 1c. Gross assessed value of all other property, including personal property  | \$0           | \$0           |
| 2. Equals total gross assessed value of property                             | \$59,500      | \$69,200      |
| 2a. Minus deductions (see Table 5 below)                                     | \$0           | \$0           |
| 3. Equals subtotal of net assessed value of property                         | \$59,500      | \$69,200      |
| 3a. Multiplied by your local tax rate  | 1.4396        | 1.6153        |
| 4. Equals gross tax liability (see Table 3 below)                            | \$856.57      | \$1,117.80    |
| 4a. Minus local property tax credits   | (\$78.05)     | (\$93.56)     |
| 4b. Minus savings due to property tax cap (see Table 2 and footnotes below)  | \$0.00        | \$0.00        |
| 4c. Minus savings due to over 65 circuit breaker credit                      | \$0.00        | \$0.00        |
| 5. Total property tax liability (see remittance coupon for total amount due) | \$778.52      | \$1,024.24    |

Please see Table 4 for a summary of other charges to this property.

### **TABLE 2: PROPERTY TAX CAP INFORMATION** Property tax cap (1%, 2%, or 3%, depending upon combination of property types)<sup>1</sup> \$1.190.00 \$1,384.00 Upward adjustment due to voter-approved projects and charges (e.g., referendum)<sup>2</sup> \$0.00 \$0.00 Maximum tax that may be imposed under cap \$1,190.00 \$1,384.00 TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY TAX DIFFERENCE PERCENT TAXING AUTHORITY TAX RATE 2022 TAX RATE 2023 TAX AMOUNT 2022 TAX AMOUNT 2023 2022-2023 DIFFERENCE COUNTY 0.4974 0.4989 \$295.96 \$345.24 \$49.28 16.65% LIBRARY 0.0994 0.0932 \$59.14 \$64.50 \$5.36 9.06% SCHOOL DISTR 0.7671 0.9509 \$201.60 \$456.43 \$658.03 44.17% SPECIAL UNIT 0.0625 0.0601 \$37.19 \$41.59 \$4.40 11.83% TIR 0.0000 0.0000 \$0.00 \$0.00 \$0.00 0.00% TOWNSHIP 0.0132 0.0122 \$7.85 \$8.44 \$0.59 7.52% TOTAL 1.4396 30.50% 1.6153 \$856.57 \$1.117.80 \$261.23 TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY LEVYING AUTHORITY 2022 2023 % Change TYPE OF DEDUCTION 2022 <u>2023</u> \$0.00 TOTAL ADJUSTMENTS \$0.00 TOTAL DEDUCTIONS \$0 \$0

1. The property tax cap is calculated separately for each class of property owned by the taxpayer.

2. Changes not subject to the property tax caps include property tax levies approved by voters through a referendum. When added to the base property tax cap amount for your property, this creates the effective tax cap. For more information, see the back of this document. Information regarding the referendums proposed during the most recent elections can be located online at: www.in.gov/dlgf/referendum-information.

3. If any circumstances have changed that would make you ineligible for a deduction that you have been granted per Table 5 of this tax bill, you must notify the county auditor. If such a change in circumstances has occurred and you have not notified the county auditor, the deduction will be disallowed and you will be liable for taxes and penalties on the amount deducted.

### NOTICE OF PROPERTY TAX ASSESSMENTS

Name and Address of Taxpayer – The owner and mailing address of the owner of record as of the date of this notice. Date of Notice/Due Date – Date that the property tax bill was mailed and the date by which payment must be made in order to avoid late charges. Property Number (State/Local) – State mandated property number of the taxable real estate and the local parcel number, if applicable. Taxing District – The number assigned by the Department of Local Government Finance to the taxing district in which this property is located.

### TABLE 1: SUMMARY OF YOUR TAXES

Tax Summary – The amounts involved with calculating your real estate property taxes.

Taxes 2021 Pay 2022 - The summary of calculations based on tax rates for taxes payable last year.

Taxes 2022 Pay 2023 - The summary of calculations based on this year's tax rates.

Tax Relief Credits - Credits are determined annually and are used to reduce property tax liabilities applicable to properties in this table.

• Local Property Tax Credits - Relief credit generated by the local income tax, which can be used to reduce property tax bills.

• Over 65 Circuit Breaker Credit – Credit for a calendar year if homestead qualifies and age, adjusted gross income, homestead assessed value, and other eligibility requirements are met. The credit caps the increase of the homestead property tax liability of credit recipient at two percent (2%).

### TABLE 2: PROPERTY TAX CAP INFORMATION

**Property Tax Cap** – Property may not be taxed above caps prescribed by law, unless voters approve additional taxes. Those caps are 1% for homesteads, 2% for other residential property and agricultural land, and 3% for all other classes of property. When voters approve additional spending in a referendum, an **adjustment** to the cap is made to reflect the additional expense. This excess revenue is calculated as a separate value and added to the cap figure. This new value is considered your effective property tax cap or the **maximum that may be imposed under the cap**. Taxpayers should note that the circuit breaker cap amount is the combined cap amount for all classes of property applicable to a parcel.

### TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

**Taxing Authority** – The name of the unit levying the taxes.

Tax Rate 2022 - The tax rate per \$100 of assessed value for this property allocated to each taxing authority for 2022.

Tax Rate 2023 - The tax rate per \$100 of assessed value for this property allocated to each taxing authority for the current year.

Tax Amount 2022 – The amount of taxes for this property allocated to each taxing authority for 2022.

Tax Amount 2023 – The amount of taxes for this property allocated to each taxing authority for the current year

Tax Difference 2022-2023 - The difference in dollars between current taxes and prior year taxes for each taxing authority.

Percent Difference - The percent change between last year's tax amount and this year's tax amount for each taxing authority.

### **TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY**

Levying Authority – The type of additional charge added to your property tax bill such as sewer, ditch, or other special assessment.

Amount 2022 - The total amount of other charges added to your tax bill in 2022.

Amount 2023 - The total amount of other charges added to your tax bill for the current year.

### TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY

**Type of Deduction** – No deduction is automatic. All must be applied for with the appropriate office by the applicable due date. Various restrictions apply. For more information, call the county auditor at (812) 358-6181 or visit <u>www.JacksonCounty.in.gov</u>. Deductions documented in this

bill can include, but are not limited to, the following:

- Abatement Deduction for eligible properties where taxes have been lowered or eliminated, generally through the action of the city council or county council. (IC 6-1.1-12.1)
- Blind/Disabled Deduction for the blind or disabled. Must supply proof from a doctor or Social Security awards letter. (IC 6-1.1-12-11, 12)
- Enterprise Zone Deduction for eligible properties located within a designated enterprise zone. (IC 6-1.1-12-40)
- Geothermal Deduction for eligible properties using geothermal devices. (IC 6-1.1-12-34, 35.5)
- Homestead Standard Deduction Deduction for owner-occupied primary residence. (IC 6-1.1-12-37)
- Supplemental Standard Deduction Additional deduction for homesteads after the application of the Homestead Standard Deduction. (IC 6-1.1-12-37.5)
- Mortgage Deduction for mortgaged property for eligible persons. (IC 6-1.1-12-1, 2) [Deduction will no longer apply to tax bills beginning with 2023 Pay 2024]
- Nonprofit Exemption for eligible properties. (IC 6-1.1-10)
- Over 65 Deduction for individuals over 65 years of age; subject to income, residency, and assessed value limits. (IC 6-1.1-12-9, 10.1)
- Veterans Deduction for disabled veterans. Must supply proof of service, honorable discharge, and disability. (IC 6-1.1-12-13, 14, 15)

Amount 2022 - The amount deducted from your bill in 2022 for each benefit.

Amount 2023 - The amount deducted from your bill this year for each benefit.

### Homestead Credits

Jackson County provides local property tax credits for certain taxpayers pursuant to IC 6-3.6-5 and/or IC 6-1.1-20.4. Taxpayers receiving a local property tax credit will see the credit amount in Box 4A on the Form TS-1A.

Information on the valuation of your property and a copy of the property record card can be obtained from your assessor at (812) 358-6111 or <u>www.JacksonCounty.in.gov</u>. To obtain a review of an assessment, the taxpayer must file an appeal via a Form 130. If the Form 11 is mailed before May 1 of the assessment year, the filing deadline for real property is June 15 of that year. If the Form 11 is mailed after April 30 of the assessment year, the filing deadline for real property is June 15 in the year that the tax statements are mailed. For personal property assessments, the filing deadline is not later than forty-five (45) days after the date of the required notice (Form 11). NOTE: Failure to file a timely Form 130 can be grounds for dismissal of this appeal. The assessing official who receives an appeal filed by a taxpayer must:

(1) immediately forward the notice to the county board; and (2) schedule a preliminary informal meeting with the taxpayer in order to resolve the appeal.

For further instructions on filing an appeal or correction of error, contact your assessorat (812) 358-6111.

Please note that the appeal requires relevant evidence of the true tax value of the property as of the assessment date (January 1, 2023, for mobile homes assessed under IC 6-1.1-7 and January 1, 2022, for real property).

| STATE FORM 53569 (R23/12-22)<br>APPROVED BY STATE BOARD OF ACCOUNTS, 2022<br>COUNTY: 36-Jackson                       |   |                                      | TREASURER FORM TS-1A<br>EPARTMENT OF LOCAL GOVERNMENT FINANCE IC 6-1.1-22-8.1<br>ALLMENT REMITTANCE COUPON   |  |
|---|---|--------------------------------------|--|--|
| PARCEL NUMBERDUPLICATE NUMBER36-76-29-300-005.000-0121042664TANING UNIT NAMELEGALRedding TownshipPT SW 29-7-6 36.615A |   | TAX YEAR<br>2022 Payable 2023        | Late Payment Penalty: 5% penalty after May 10, 2023, i<br>there is no delinquent amount: 10% penalty for previous<br>delinquency or if payment is made after June 09, 2023 |  |
|   |   | AL DESCRIPTION                       |  |  |
|   |   | SPRING AMOUNT DUE<br>by May 10, 2023 | \$0.00   |  |
| Barsi, Anthony R Jr<br>1111 Crown Oaks D<br>Austin TX 78753-4:  | - | Pay By Phone: 877-6                  | .jacksoncounty.in.gov<br>690-3729 JCode 2498<br>Make Check Payable to:<br>asurer<br>124  |  |
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# **COUNTY: 36-Jackson**

# FALL INSTALLMENT REMITTANCE COUPON

| PARCEL NUMBER<br>36-76-29-300-005.000-012 | DUPLICATE NUMBER<br>1042664 | TAX YEAR<br>2022 Payable 2023 | Late Payment Penalty: 5% penalty after November 13, 2023, if there is no delinquent amount: 10% penalty for |
|---|-----------------------------|-------------------------------|---|
| TAXING UNIT NAME                          | LEGAL DE                    |                               | previous delinquency or if payment is made after  |
| Redding Township                          | PT SW 29-7-6 36.615A        |                               | December 13, 2023   |



1111 Crown Oaks Dr

Austin TX 78753-4510

FALL AMOUNT DUE \$0.00 by November 13, 2023

Brownstown IN 47220

Office Phone: (812)358-6125 Pay Online at: www.jacksoncounty.in.gov Pay By Phone: 877-690-3729 JCode 2498 Remit Payment and Make Check Payable to: Jackson County Treasurer 111 S Main St Suite 124

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# **COUNTY: 36-Jackson**

| COUNTY: 36-Jackson       |                      | TAXPAYER'S C      | COPY - KEEP FOR YOUR RECORDS    |
|--------------------------|----------------------|-------------------|---------------------------------|
| PARCEL NUMBER            | DUPLICATE NUMBER     | TAX YEAR          | DUE DATES                       |
| 36-76-29-300-005.000-012 | 1042664              | 2022 Payable 2023 |                                 |
| TAXING UNIT NAME         | LEGAL DE             | SCRIPTION         | SPRING - May 10, 2023           |
| Redding Township         | PT SW 29-7-6 36.615A |                   | <b>FALL - November 13, 2023</b> |

### DATE OF STATEMENT: 11/17/2023

| PROPERTY ADDRESS<br>9000 N Block State Rd 11, Seymour IN 472 |             |             |  |
|--|-------------|-------------|--|
| PROPERTY TYPE TOWNSHIP<br>Real Redding Township              |             |             |  |
| ACRES  | LIT 1% Rate | LIT 2% Rate |  |
| 36.6150  | 24.8792     | 8.3698      |  |

Barsi, Anthony R Jr & Charlene T Henke

Barsi, Anthony R Jr & Charlene T Henke 11111 Crown Oaks Dr Austin TX 78753-4510

# **TOTAL DUE FOR 2022 PAY 2023: \$0.00**

| ITEMIZED CHARGES      | SPRING TOTAL | FALL TOTAL |
|-----------------------|--------------|------------|
| Tax                   | \$183.53     | \$183.53   |
| Delinquent Tax        | \$0.00       | \$0.00     |
| Delinquent Penalty    | \$0.00       | \$0.00     |
| Other Assessment (OA) | \$0.00       | \$0.00     |
| Delinquent OA Tax     | \$0.00       | \$0.00     |
| Delinquent OA Penalty | \$0.00       | \$0.00     |
| Fees                  | \$0.00       | \$0.00     |
| Adjustments           | \$0.00       | \$0.00     |
| Amount Due            | \$183.53     | \$183.53   |
| Payment Received      | \$183.53     | \$183.53   |
| Balance Due           | \$0.00       | \$0.00     |

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# SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and agricultural land, and 3% for all other property. The Mortgage Deduction will no longer apply to tax bills beginning with 2023 Pay 2024. Please note that local government unit annual budget notices are now available online at: https://budgetnotices.in.gov. Additional information for how to read your current tax bill can be located online at: www.in.gov/dlgf/understanding-your-tax-bill/tax-bill-101.

TAXPAYER AND PROPERTY INFORMATION

Taxpayer Name Barsi, Anthony R Jr & Charlene T Henke 11111 Crown Oaks Dr Austin TX 78753-4510

Address 9000 N Block State Rd 11 Seymour IN 47274

Date of Notice November 17, 2023 Duplicate Number

Parcel Number 36-76-29-300-005.000-012 Tax ID Number

**Taxing District** 012 Redding Township

36-76-29-300-005.000-012

Property Type Real

Legal Description PT SW 29-7-6 36.615A Billed Mortgage Company



# Spring installment due on or before May 10, 2023 and Fall installment due on or before November 13, 2023.

| TABLE 1: SUMMARY OF YOUR TAXES   |               |               |
|--|---------------|---------------|
| ASSESSED VALUE AND TAX SUMMARY   | 2021 Pay 2022 | 2022 Pay 2023 |
| 1a. Gross assessed value of homestead property                               | \$0           | \$0           |
| 1b. Gross assessed value of other residential property and farmland          | \$21,400      | \$24,800      |
| 1c. Gross assessed value of all other property, including personal property  | \$0           | \$0           |
| 2. Equals total gross assessed value of property                             | \$21,400      | \$24,800      |
| 2a. Minus deductions (see Table 5 below)                                     | \$0           | \$0           |
| 3. Equals subtotal of net assessed value of property                         | \$21,400      | \$24,800      |
| 3a. Multiplied by your local tax rate  | 1.4396        | 1.6153        |
| 4. Equals gross tax liability (see Table 3 below)                            | \$308.07      | \$400.59      |
| 4a. Minus local property tax credits   | (\$28.07)     | (\$33.53)     |
| 4b. Minus savings due to property tax cap (see Table 2 and footnotes below)  | \$0.00        | \$0.00        |
| 4c. Minus savings due to over 65 circuit breaker credit                      | \$0.00        | \$0.00        |
| 5. Total property tax liability (see remittance coupon for total amount due) | \$280.00      | \$367.06      |

Please see Table 4 for a summary of other charges to this property

### **TABLE 2: PROPERTY TAX CAP INFORMATION** Property tax cap (1%, 2%, or 3%, depending upon combination of property types)<sup>1</sup> \$428.00 \$496.00 Upward adjustment due to voter-approved projects and charges (e.g., referendum)<sup>2</sup> \$0.00 \$0.00 Maximum tax that may be imposed under cap \$428.00 \$496.00 **TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY** TAX DIFFERENCE PERCENT TAXING AUTHORITY TAX RATE 2022 TAX RATE 2023 TAX AMOUNT 2022 TAX AMOUNT 2023 2022-2023 DIFFERENCE COUNTY 0.4974 0.4989 \$106.44 \$123.73 \$17.29 16.24% LIBRARY 0.0994 0.0932 \$21.27 \$23.11 \$1.84 8.65% SCHOOL DISTR 0.7671 0.9509 \$164.17 \$235.82 \$71.65 43.64% SPECIAL UNIT 0.0601 \$13.37 0.0625 \$14.90 \$1.53 11.44% 0.0000 TIR 0.0000 \$0.00 \$0.00 0.00% \$0.00 TOWNSHIP 0.0132 0.0122 \$2.82 \$3.03 \$0.21 7.45% TOTAL 1.6153 1.4396 \$308.07 \$400.59 \$92.52 30.03% TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY LEVYING AUTHORITY 2022 2023 % Change TYPE OF DEDUCTION 2022 2023 TOTAL ADJUSTMENTS \$0.00 \$0.00 \$0 \$0 TOTAL DEDUCTIONS

1. The property tax cap is calculated separately for each class of property owned by the taxpayer.

2. Changes not subject to the property tax caps include property tax levies approved by voters through a referendum. When added to the base property tax cap amount for your property, this creates the effective tax cap. For more information, see the back of this document. Information regarding the referendums proposed during the most recent elections can be located online at: www.in.gov/dlgf/referendum-information.

3. If any circumstances have changed that would make you ineligible for a deduction that you have been granted per Table 5 of this tax bill, you must notify the county auditor. If such a change in circumstances has occurred and you have not notified the county auditor, the deduction will be disallowed and you will be liable for taxes and penalties on the amount deducted.

### NOTICE OF PROPERTY TAX ASSESSMENTS

Name and Address of Taxpayer – The owner and mailing address of the owner of record as of the date of this notice. Date of Notice/Due Date – Date that the property tax bill was mailed and the date by which payment must be made in order to avoid late charges. Property Number (State/Local) – State mandated property number of the taxable real estate and the local parcel number, if applicable. Taxing District – The number assigned by the Department of Local Government Finance to the taxing district in which this property is located.

### **TABLE 1: SUMMARY OF YOUR TAXES**

Tax Summary – The amounts involved with calculating your real estate property taxes.

Taxes 2021 Pay 2022 - The summary of calculations based on tax rates for taxes payable last year.

Taxes 2022 Pay 2023 - The summary of calculations based on this year's tax rates.

Tax Relief Credits - Credits are determined annually and are used to reduce property tax liabilities applicable to properties in this table.

Local Property Tax Credits - Relief credit generated by the local income tax, which can be used to reduce property tax bills.

• Over 65 Circuit Breaker Credit – Credit for a calendar year if homestead qualifies and age, adjusted gross income, homestead assessed value, and other eligibility requirements are met. The credit caps the increase of the homestead property tax liability of credit recipient at two percent (2%).

### **TABLE 2: PROPERTY TAX CAP INFORMATION**

**Property Tax Cap** – Property may not be taxed above caps prescribed by law, unless voters approve additional taxes. Those caps are 1% for homesteads, 2% for other residential property and agricultural land, and 3% for all other classes of property. When voters approve additional spending in a referendum, an **adjustment** to the cap is made to reflect the additional expense. This excess revenue is calculated as a separate value and added to the cap figure. This new value is considered your effective property tax cap or the **maximum that may be imposed under the cap**. Taxpayers should note that the circuit breaker cap amount is the combined cap amount for all classes of property applicable to a parcel.

### TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

**Taxing Authority** – The name of the unit levying the taxes.

Tax Rate 2022 - The tax rate per \$100 of assessed value for this property allocated to each taxing authority for 2022.

Tax Rate 2023 - The tax rate per \$100 of assessed value for this property allocated to each taxing authority for the current year.

Tax Amount 2022 – The amount of taxes for this property allocated to each taxing authority for 2022.

Tax Amount 2023 – The amount of taxes for this property allocated to each taxing authority for the current year.

Tax Difference 2022-2023 – The difference in dollars between current taxes and prior year taxes for each taxing authority.

Percent Difference - The percent change between last year's tax amount and this year's tax amount for each taxing authority.

### **TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY**

Levying Authority - The type of additional charge added to your property tax bill such as sewer, ditch, or other special assessment.

Amount 2022 – The total amount of other charges added to your tax bill in 2022.

Amount 2023 - The total amount of other charges added to your tax bill for the current year.

### TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY

**Type of Deduction** – No deduction is automatic. All must be applied for with the appropriate office by the applicable due date. Various restrictions apply. For more information, call the county auditor at (812) 358-6181 or visit <u>www.JacksonCounty.in.gov</u>. Deductions documented in this

bill can include, but are not limited to, the following:

- Abatement Deduction for eligible properties where taxes have been lowered or eliminated, generally through the action of the city council or county council. (IC 6-1.1-12.1)
- Blind/Disabled Deduction for the blind or disabled. Must supply proof from a doctor or Social Security awards letter. (IC 6-1.1-12-11, 12)
- Enterprise Zone Deduction for eligible properties located within a designated enterprise zone. (IC 6-1.1-12-40)
- Geothermal Deduction for eligible properties using geothermal devices. (IC 6-1.1-12-34, 35.5)
- Homestead Standard Deduction Deduction for owner-occupied primary residence. (IC 6-1.1-12-37)
- Supplemental Standard Deduction Additional deduction for homesteads after the application of the Homestead Standard Deduction. (IC 6-1.1-12-37.5)
- Mortgage Deduction for mortgaged property for eligible persons. (IC 6-1.1-12-1, 2) [Deduction will no longer apply to tax bills beginning with 2023 Pay 2024]
- Nonprofit Exemption for eligible properties. (IC 6-1.1-10)
- Over 65 Deduction for individuals over 65 years of age; subject to income, residency, and assessed value limits. (IC 6-1.1-12-9, 10.1)
- Veterans Deduction for disabled veterans. Must supply proof of service, honorable discharge, and disability. (IC 6-1.1-12-13, 14, 15)

Amount 2022 - The amount deducted from your bill in 2022 for each benefit.

Amount 2023 - The amount deducted from your bill this year for each benefit.

### **Homestead Credits**

Jackson County provides local property tax credits for certain taxpayers pursuant to IC 6-3.6-5 and/or IC 6-1.1-20.4. Taxpayers receiving a local property tax credit will see the credit amount in Box 4A on the Form TS-1A.

Information on the valuation of your property and a copy of the property record card can be obtained from your assessorat (812) 358-6111 or <u>www.JacksonCounty.in.gov</u>. To obtain a review of an assessment, the taxpayer must file an appeal via a Form 130. If the Form 11 is mailed before May 1 of the assessment year, the filing deadline for real property is June 15 of that year. If the Form 11 is mailed after April 30 of the assessment year, the filing deadline for real property is June 15 in the year that the tax statements are mailed. For personal property assessments, the filing deadline is not later than forty-five (45) days after the date of the required notice (Form 11).

NOTE: Failure to file a timely Form 130 can be grounds for dismissal of this appeal. The assessing official who receives an appeal filed by a taxpayer must:

(1) immediately forward the notice to the county board; and (2) schedule a preliminary informal meeting with the taxpayer in order to resolve the appeal.

For further instructions on filing an appeal or correction of error, contact your assessorat (812) 358-6111.

Please note that the appeal requires relevant evidence of the true tax value of the property as of the assessment date (January 1, 2023, for mobile homes assessed under IC 6-1.1-7 and January 1, 2022, for real property).

## RIGHT-OF-WAY EASEMENT

He will Min By THESE PPESENTS, that the undersigned for good and valuable consideration, receipt of which is hereby acknowledged, bereby grant, convey and warrant unto Jackson County Rural Electric Multership Conservation, a convertion (hereinalter called the lands of the undersigned, situated in the County of <u>Jackson</u>, state of bidiana, housy a part of section <u>30</u>, township <u>7</u> North, Runy <u>6</u> Fast as more particularly descripted in Dest Preuer <u>193</u>, at yours a part of section <u>30</u>, township <u>7</u> North, County, Tixthawa (Copy of land description may be attached) and to construct, reconstruct, replace, repair, operate and multitatin an electric transmission and/or distribution line or system on over, or under the above described lands and/or in juxer over, or otherwise of threes and shrubbery located within twenty feet of the center line of said overhead line or within ten feet of the line or system Cincluding any control of the growth of other vielation in the right of which is mentioned of said the or system Cincluding any control of the growth of other vielation in the right of which is of coupling in the line or system to a otherwise of the description any interfere with or theraten to enaloger the operation and multitating time or system Cincluding any control of the growth of other vielation in the right of which may incidentally and necessarily peak. If the the mains of control employed); to license, pennit, or otherwise and to be of coupling of the line or system way other utility, and to keep the easement clear of all buildings, structures, and other obstructions.

the easement is generally a strip of land 20 feet in width, being described as follows:

28043

The East most 20 feet of said Property lying on along the West side of State Road 11, Map No. 09, 30:00 7-6 Parcel 300

The understrong agree that all poles, wires and other facilities including any main service entrance equipment, installed on the above described lands at the Cooperative's expense shall remain the preperty of the Cooperative, removable at the option of the (regenative, upon termination of service to on on said lends.

The undersigned covenant that they are the owners and sole owners of the above described lands

IN WIINESS WILLREDE, the undersigned have set their hands and seals this 12th day of 111 19118

Signature(s): Nume(s): ANTHONY R. BARSI CHARLENGE T 111 1.0.1 Signature(s): Name(s) STATE OF HIGHAM THYRES **SS**: COMPY OF TICY Before in the indersigned, a hotary Public in and for said County and State, personally appeared the within named  $\frac{1}{2}$  and acknowledged the execution of the foregoing instrument for the uses and purposes therein set forth to be volument of the uses and purposes therein set forth to be set of 22(4) and (1985). Olotary DORYNE VALENTINE March 10, 2001 My Commission express MArch 10, 2009 My County of Residence 15 JUSTV25 This instrument was prepared by Jeffrey Nierman, Attorney, Brownstown, IN This form was completed by: Signature Euployère of Jackson County RENC USTINE State of <u>Missouri</u> County of <u>St.Loui</u> Alt St.Louis CB - Sures 9 ţ'n Subscribed to and sworn to before me this 19th the year 1998 Missiou day of May · Cousty THOMPSON Votary public 194 È š 12 1000 EQUIRENEAS E ŦS FROM 5.5 JACKSON COUNTY RURAL LLECTRIC MEMBERSHIP CORP. TOLL TREE 800-288-4458 BROWNSTOWN, IN 47220 (812)358-4458

# NON-CONFORMING

A. Martinessan п.<u>1810</u>805 п.<u>Д.-</u>С Record Sarah M. Berter SCOMENTER AN AMERICAN AND A SCORE AND A SC Has\_\_ 15 th. DAY DECOMPAN 19 21 Now Yetta Li PR234 p939 • . Jackson, IN Document # 199810865 Page 2 of 2 · ...

| Parcel Three W.C. 411/171531      |      | Jackson | County   |
|-----------------------------------|------|---------|----------|
| 12 inch relocation along S. R. 11 | Line | Redding | Township |

### GAS LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Anthony R. Barsi, Jr. and Charlene T. Henke, tenants in common, together hereinafter called the Grantor, of Travis County, Texas and St. Louis County, Missouri, respectively, in consideration of the sum of One and other valuable considerations Dollars (\$ 1.00), receipt of which is hereby acknowledged, hereby grant and warrant to Indiana Gas Company, Inc., an Indiana corporation, its successors and assigns, together hereinafter called the Grantee, a perpetual casement and right to install, operate, maintain, replace, renew and remove gas mains and a line or lines of pipe for the transportation and distribution of gas, together with all necessary and convenient valves, drips, service pipes, lines and connections attached thereto, and to operate by means thereof a system for the distribution and transportation of gas to be used for light, heat, power and other purposes, in, upon, along and over the Grantor's land hereinafter described, and the right to cut and trim trees, bushes, saplings and vines growing upon said land, insofar as it may reasonably be necessary so to do in the construction and efficient operation of said gas transportation and distribution system, and also the right of access to and egress from the said land, which is situated in the:

A strip of land thirty (30) feet wide, described as follows:

All that part of the Grantor's tract of land lying within the boundaries of the "30 Foot Wide Natural Gas Pipeline Easement Tract" as shown on a survey recorded in Miscellaneous Record 46 at Pages 506 - 512 in the Office of the Recorder of Jackson County, Indiana, and attached hereto as "Exhibit A".

### The pipe is to be placed in the said strip.

The Grantor also hereby grants to the Grantee the right and privilege to use, for initial temporary construction purposes only, an additional strip of land .......20....... feet in width, parallel with and adjoining the above described strip on the east.

Any damage to the growing crops, fences or tile of the Grantor or of his tenants, heirs and assigns, caused by the Grantee in the original construction, maintenance, repair, renewal or removal of said mains, shall be promptly paid by the Grantee, provided written notice thereof is given to the Grantee at its Indianapolis offices, or such place as the Grantee may designate, within thirty (30) days after the occurrence of such damage.

### 8/\1997DOC8\171531P3.DOC

295

In accordance with Indiana Code 32-5-2-2, Section 2; Grantor(s) acquired said real property under Warranty Deed dated December 16, 1987 and placed of record at Deed Record 193, pages 314 - 315 in the Office of the Recorder of Jackson County, Indiana.

IN WITNESS WHEREOF, The Undersigned has set hereunto his hand and seal this

<u>May</u>, A.D., 19 <u>97</u> day of (SEAL) (SEAL) nthony R. Dar

STATE OF TEXAS

### COUNTY OF TRAVIS

Personally appeared before me this day Anthony R. Barsi, Jr., and acknowledged the execution of the above instrument to be his voluntary act and deed.

SS:

Witness my hand and notarial seal, this 13 day of NOTARY PUBLIC KIM TAMEZ Notary Public ATE OF TEXAS Commission Mγ Expires 10/05/99

My Commission expires 10/05/99

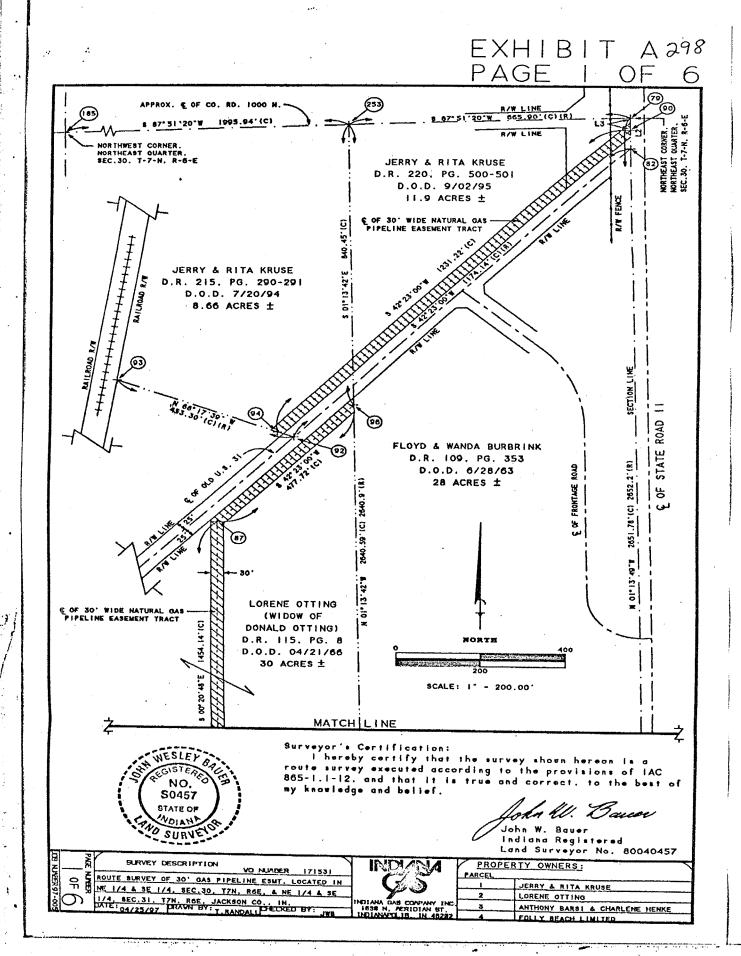
Jackson, IN

My County of Residence is

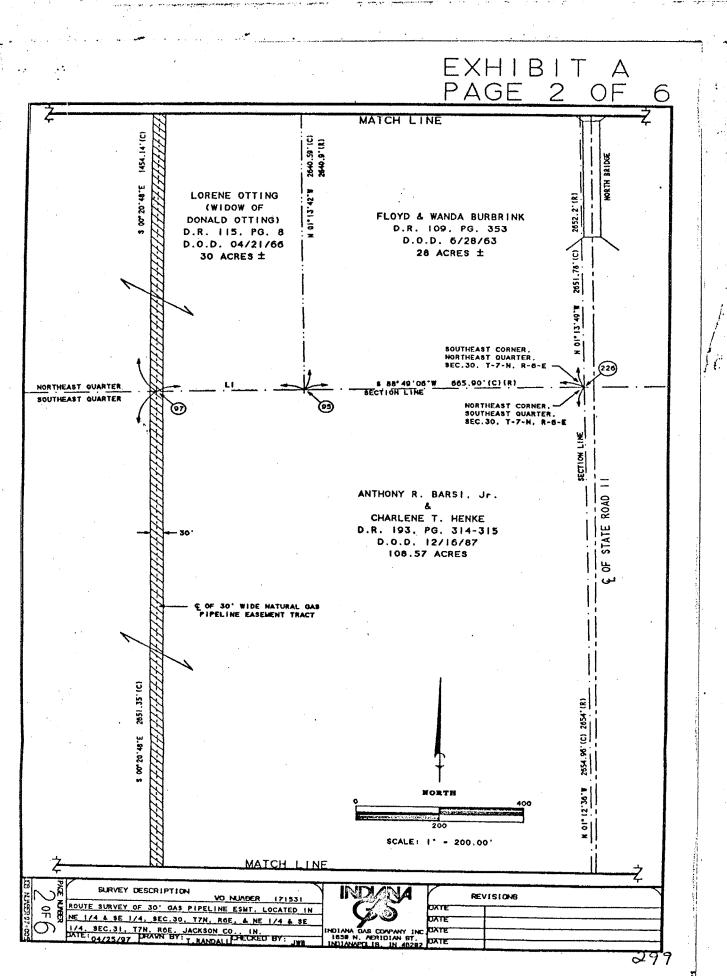
IN WITNESS WHEREOF, The Undersigned has set hereunto her hand and seal this 9 day of , A.D., 19  $\mathcal{O}$ (SEAL) Charlene T. Henke STATE OF MISSOURI 58: COUNTY OF ST. LOUIS ł£. Personally appeared before me this day Charlene T. Henke, and acknowledged the execution of the above instrument to be her voluntary act and deed. 3 Witness my hand and notarial seal, this day of -17 KIM TAMEZ Notary Public TATE OF TEXAS NOT/ Commission 0/05/99 PRINTED NAME My Commission expires 10/05/99 My County of Residence is This instrument prepared by the Grantee named herein by John W. Bauer. pourf acquit 9705180 **Recorded and Filed** M and recorded in at O'clock Record ~2 Page THIS PROPERTY DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER Fee . Jackson County Recorder THIS\_ ot 19.97 . 1 UDITOR JACKSON COUNTY 297

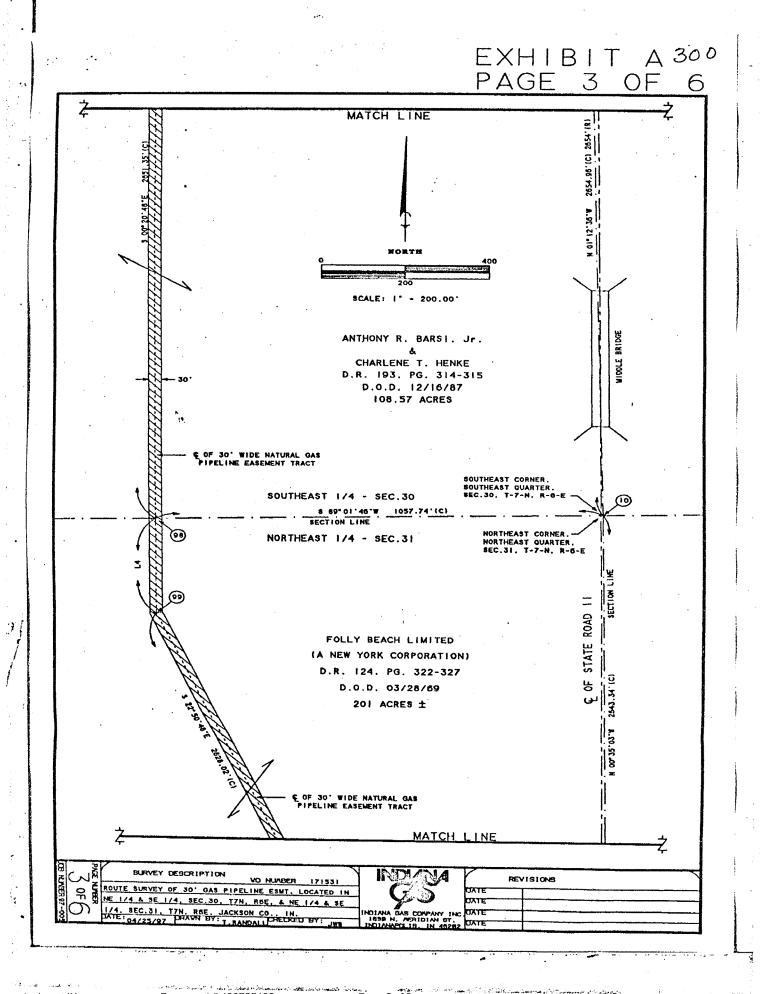
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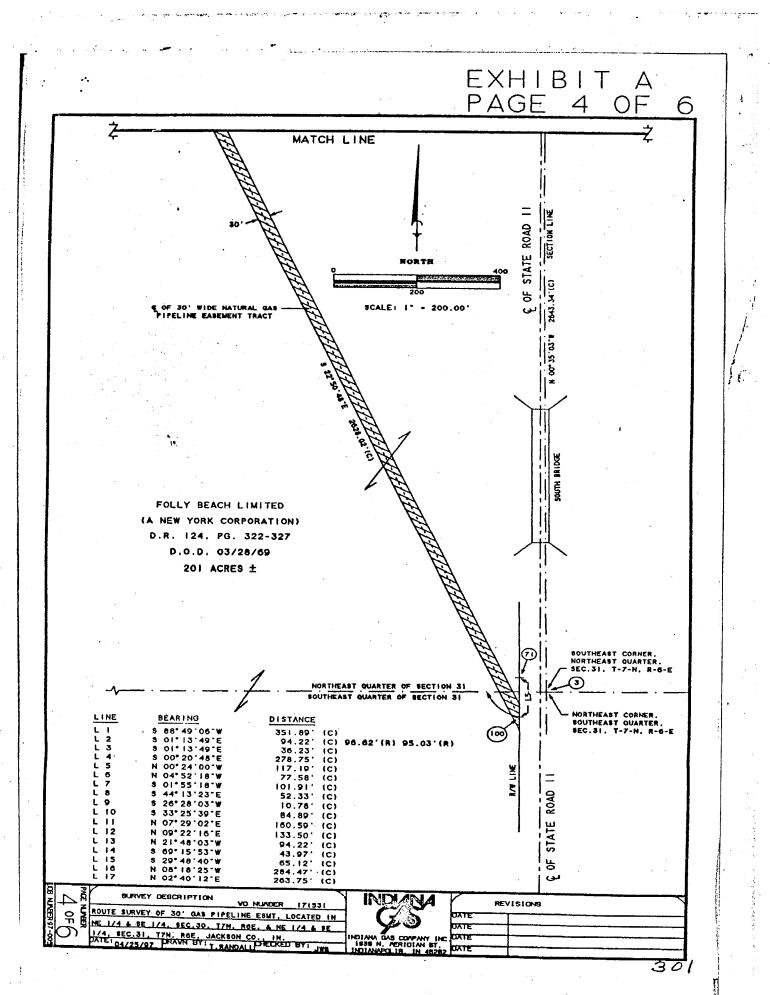


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|         | as used in the<br>stone marking<br>location, howe<br>enough to stat<br>bring the nort<br>stone., I estim<br>than two feet<br>original monum<br>amount of unce<br>reference monu<br>northeast quar   | 1960 survey. Some dee<br>this corner at a locat<br>this conclusively si<br>herly location of this<br>are the uncertainty in<br>from the reset locatio<br>ents in terms of the o<br>rtainty in the surveyse<br>ments is negligible. Ti<br>er of Section 31 and   | d evidence exists<br>ion approximately<br>devidence remain<br>nce a vestward shi<br>corner closer to<br>the true location<br>a. Since these mon<br>ontrol line on whi<br>d positions of the<br>he direction of the<br>he south line of   | which app<br>two feet<br>ng from ti<br>ft of thi<br>the dead<br>of this<br>uments or<br>ch this s<br>easement<br>the north I   | ears to pla<br>north of th<br>his deed is<br>a location<br>measurement<br>aorner to b<br>e considere<br>urvey is ba<br>tract due<br>ine of the   | not<br>not<br>would<br>to the,<br>e less<br>d<br>sed, the<br>to   |       |
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|         | three feet from<br>occupation thro<br>and Barsi/Henki<br>The Theory<br>by this survey   | of occupation affect the<br>the east and south side<br>in the calculated bounds<br>bughout the survey is<br>tract as noted above.<br>tical Uncertainty of the<br>is within the specific<br>e 865. Article 1 1 C   | is of the Oiting the<br>ry lines. Therefore<br>egligible, with the<br>helocation of the  | ract which<br>re uncerto<br>he exception<br>a corners  | on of the constant   | o<br>Diting<br>d  |       |
|         | Administrative<br>All dimens<br>(M), or taken (<br>The endpoint<br>the section lin<br>described above<br>should be exter  |   | apper 12. Section<br>calculated from 1<br>R).<br>interline shown her<br>state right of e<br>of this survey th  | .1 - 44 of<br>neasured d<br>reon ware<br>ay line be<br>of the eas  | the India<br>listances (<br>aalculated<br>ing calcul   | na<br>C), measur<br>based upo<br>ated as  |       |
|         | BURVEY DESCRIPTION  | WO NUMBER 171531  | NOIANA   |  | /1910NS  |   |       |
|         | 4 4 SE 1/4, SEC. 30.<br>SEC. 31. TZN. BAE   | TTN. ROE. & NE 1/4 & SE   | INDIANA GAS COMPANY INC.   | OXTE   |  |   |       |

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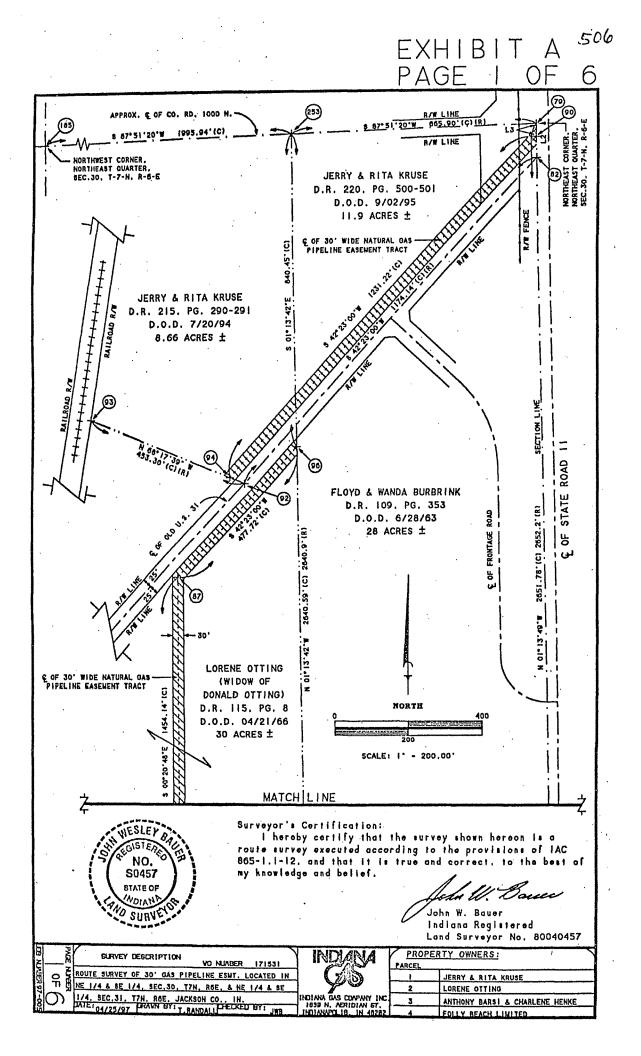
|  | 1  |  |                        | EXHIBIT A  |   |
|--|--|--|------------------------|--|---|
| •                                      |  |  |                        | PAGE 6 OF 6  | 5 |
| •••••••••••••••••••••••••••••••••••••• | POINT  | NORTHING   | EASTING                | DESCRIPTION  | ŕ |
|  | · · ·  | 5000.0000  | 5000.0000              | 3/8" P.K. NAIL SET FLUSH   |   |
|  | 2  | 7434.9621  | 4983.2013              | 3/8" P. K. NAIL SET FLUSH  |   |
|  | 3  | 4125,3144<br>4068,8117   | 5038.1492              | INDOT TYPE & MONUMENT FOUND FLUSH  | 1 |
|  | 5  | 4406.8005  | 5005.7752<br>4997.0503 | 5/8° CAPPED REBAR SET FLUSH<br>5/8° Capped Rebar set flush   |   |
|  | 6  | 4388.7754  | 5050.4359              | 5/8" CAPPED REBAR SET FLUSH  |   |
|  | 7  | 6900.2314  | 5032.9335              | 5/8" CAPPED REBAR SET FLUSH  |   |
|  |  | 6855.9910<br>6752.9463   | 4976.2053<br>4970.0781 | 5/8" CAPPED REBAR SET FLUSH  |   |
|  | 10   | 6768.5123  | 5011.1957              | 5/8" CAPPED REBAR SET FLUSH<br>Indot type d monument found flush   |   |
| · · · ·                                | 50   | 6768.4809  | 5006.6958              | HIGHWAY CENTERLINE - NO MONUMENT   | 1 |
| · · ·                                  | 51<br>71   | 4125.2236  | 5025.1495              | HIGHWAY CENTERLINE - NO MONUMENT   |   |
|  | 79   | 4167.1952  | 4974.8553<br>4898.2046 | STA, 188+60.00 - 50°LEFT - R/W LINE<br>5/8° capped rebar set flush   |   |
|  | 82   | 11979.8566   | 4900.2275              | INTERSECTION OF SEC. LINE AND OLD HIGHWAY  | 1 |
|  |  |  |                        | CENTERLINE - NO MONUMENT   | 1 |
|  | 87<br>90   | 10856.0102   | 3928.7598<br>4898.9825 | EASEMENT CENTERLINE - NO MONUMENT  | ļ |
|  | 92   | 11112.5791   | 4108.7513              | EASEMENT CENTERLINE ~ NO MONUMENT<br>Approx. Property Corner   | 1 |
| 201+                                   | 93   | 11280.2276   | 3687.5923              | APPROX. PROPERTY CORNER  | 1 |
|  | 94 °<br>95   | 11128.3913   | 4069.0286              | EASEMENT CENTERLINE - NO MONUMENT  |   |
|  | - 96   | 9409,1525<br>11208,8799  | 4289.3786<br>4250.7881 | APPROX. PROPERTY CORNER  |   |
| 1                                      | 97   | 9401.8956  | 3937.5609              | EASEMENT CENTERLINE - NO MONUMENT<br>Easement centerline - No monument   | 1 |
|  | 98   | 6750.5957  | 3953.6081              | EASEMENT CENTERLINE - NO MONUMENT  | 1 |
|  | 99   | 6471.8542  | 3955.2952              | EASEMENT CENTERLINE - NO MONUMENT  | 1 |
|  | 100  | 4050,0077<br>9413,2360   | 4975,6734<br>4950,3330 | EASEMENT CENTERLINE - NO MONUMENT  | 1 |
|  | 143  | 10777.9530   | 3803.3720              | 5/8" CAPPED REBAR SET FLUSH<br>PAVEMENT CENTERLINE   |   |
|  | 154  | 11786.7690   | 4724.0160              | PAVEMENT CENTERLINE  |   |
|  | 185  | 11974.4480   | 2238.2280              | 15" DIA. IRREGULAR IRON OBJECT FOUND 6" DEEP   | 1 |
|  | 186<br>200   | 10178.3820<br>9582.1040  | 3293,1760<br>4976,0530 | 578° CAPPED REBAR SET FLUSH  | 1 |
| l                                      | 2011   | 7582.5590  | 5001.0570              | INDOT TYPE D MONUMENT FOUND FLUSH<br>Indot type d monument found flush   | 1 |
|  | 202  | 11202.3660   | 4208.1390              | 5/8" CAPPED REBAR SET FLUSH  | 1 |
|  | 225  | 9352.0360  | 5001.9020              | 5/8" CAPPED REBAR SET FLUSH  | 1 |
|  | 227  | 9422.8850<br>12151.3540  | 4955.1370<br>4891.6160 | INDOT TYPE D MONUMENT FOUND 4" DEEP  | 1 |
|  | 229  | 11972.2000   | 4894.7870              | 5/8° CAPPED REBAR SET FLUSH<br>5/8° CAPPED REBAR SET FLUSH   |   |
|  | 230  | 12036.5510   | 4934.7040              | 5/8° CAPPED REBAR SET FLUSH  | 1 |
|  | 253<br>254   | 12049.1360   | 4232.7710              | 3/4" IRREGULAR IRON OBJECT FOUND 4" DEEP   |   |
| -                                      | 255  | 11004.9430   | 3798,5840<br>4010.6810 | 3/8° P.K. NAIL FOUND FLUSH<br>3/8° P.K. NAIL FOUND FLUSH   | ł |
| ().1                                   | 257  | 11561.9670   | 4549.1150              | 3/8" P.K. NAIL SET FLUSH   | 1 |
| =                                      | 258  | 11383.4530   | 4695.5470              | 1/2" DIA. IRON PIN FOUND 1/2" DEEP   | 1 |
| 8 4                                    | •  |  |                        |  | 1 |
| . <sup>60</sup> N                      | DIE: CONTRO  | LLING SURVEY LI  | NE IS FROM POIN        | T 3 TO POINT IO TO POINT 226 TO POINT 79. BASIS  |   |
| j u                                    |  | S IS LOCAL AND   | ASSUMED. BASIS         | OF BEARINGS IS ASSUMED AND APPROXIMATELY EQUAL   | 1 |
| <u>₩</u> 01                            | F COORDINATE   |  |                        |  | 1 |
| ¥ 01                                   | F COORDINATE<br>9 Basis of B   | EARINGS ON STAT  | F ROAD II HIGHW.       |  | 1 |
| 두 이<br>약 T                             | F COORDINATE<br>D BASIS OF B   | BEARINGS ON STAT   | E ROAD II HIGHW        | + <sup>227</sup>   | 1 |
| 10 H                                   | F COORDINATE<br>O BASIS OF E   | EARINGS ON STAT  | E ROAD II HIGHW,       |  |   |
| 두 이<br>약 T                             | O BASIS OF B   | BEARINGS ON STAT   | E ROAD II HIGHW,<br>15 | 1 FLANG. 1227  |   |
| 10<br>11 46.48                         | O BASIS OF B   | BEARINGS ON STAT   | E ROAD II HIGHW,       | 1 FLANG227   |   |
| 10<br>11 45.48                         | O BASIS OF B   | BEARINGS ON STAT   | E ROAD II HIGHW.       | + <sup>227</sup>   |   |
| 10<br>11 46.48                         | O BASIS OF B   | BEARINGS ON STAT   | <b>†</b> ⁵             | + <sup>6</sup>   |   |
| 10<br>11 45.48                         | O BASIS OF B   | BEARINGS ON STAT   | <b>†</b> ⁵             | + <sup>6</sup>   |   |
| 10<br>11 45.48                         | O BASIS OF B   | BEARINGS ON STAT   | <b>†</b> ⁵             | 70<br>70<br>1230   |   |
| 10<br>11 45.48                         | O BASIS OF B   | BEARINGS ON STAT   | <b>†</b> ⁵             | 70<br>70<br>1230   |   |
| 10<br>11 45.48                         | O BASIS OF B   | BEARINGS ON STAT   | <b>†</b> ⁵             | 70<br>70<br>1230   |   |
| 10<br>11 45.48                         | O BASIS OF B   | BEARINGS ON STAT   | <b>†</b> ⁵             | 70<br>70<br>1230   |   |
| 10<br>11 45.48                         | O BASIS OF B   | BEARINGS ON STAT   | E TIES                 | 70<br>70<br>1230   |   |
| 10<br>11 45 46 <b>*</b>                | O BASIS OF B   | BEARINGS ON STAT   | E TIES                 | 1 <sup>5</sup><br>2<br>2<br>2<br>2<br>2<br>2<br>2<br>2<br>2<br>2<br>2<br>2<br>2<br>2<br>3<br>0<br>2<br>2<br>3<br>0<br>2<br>2<br>3<br>0<br>2<br>2<br>3<br>0<br>2<br>3<br>2<br>3 |   |
| 10<br>11 45.48                         | L9   | BEARINGS ON STAT   | E TIES                 | 70<br>70<br>1230   |   |
| 10<br>11 46.48                         | L9   | BEARINGS ON STAT   | E TIES                 | 5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5  |   |
| 10<br>11 46.48                         | L9   | BEARINGS ON STAT   | E TIES                 | 5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5  |   |
| 10<br>11 46.48                         | L9   | 200<br><u>REFERENC</u>   | E TIES                 | 70<br>70<br>1230   |   |
| 10<br>11 45.48                         | L9   | 200<br><u>REFERENC</u>   | E TIES                 | 5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5  |   |
| 10<br>11 46.48                         | L9   | 200<br><u>REFERENC</u>   | E TIES                 | 5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5  |   |
| 10<br>11 46.4                          | L9   | REFERENC   | E TIES                 | 5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5  |   |
| 10<br>11 46.4                          | L9   | 200<br><u>REFERENC</u>   | E TIES                 | 5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5  |   |
| 10<br>11 46.48                         | L9   | REFERENC   | E TIES                 | 5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5  |   |
| 10<br>11 46.4                          | L9   | REFERENC   | E TIES                 | 230<br>23<br>230<br>229<br>229<br>229<br>229<br>229<br>229<br>229<br>229<br>229<br>22  |   |
| 10<br>10<br>10<br>10<br>10             | L9   | REFERENC   | E TIES                 | 202 258  |   |
|  | L9 226<br>122  | REFERENC   | E TIES                 | 202 258<br>MEVISIONS   |   |
|  | LO LO ZZG  | REFERENCE<br>200<br><u>REFERENC</u><br>225<br>WORTH<br>SCALE: 1<br>CON <u>VO MUNDER</u><br>5 PIPELINE ESMT. L                              | E TIES                 | 202<br>202<br>202<br>202<br>202<br>202<br>202<br>202<br>202<br>202   |   |
|  | 0 BASIS OF B   | REFERENC<br>200<br><u>REFERENC</u><br>225<br>XORTH<br>SCALE: 1<br>ON<br><u>VO MUADER</u><br><u>8 PIPELINE ESMT. L</u><br>9, 17N, RGE. A NE | E TIES                 | 202<br>202<br>202<br>202<br>202<br>202<br>202<br>202   |   |
|  | 0         BASIS OF B           L9         226           122         226           I22         226           I22 <td>REFERENCE<br/>200<br/><u>REFERENC</u><br/>225<br/>WORTH<br/>SCALE: 1<br/>CON <u>VO MUNDER</u><br/>5 PIPELINE ESMT. L</td> <td>E TIES</td> <td>202<br/>202<br/>202<br/>202<br/>202<br/>202<br/>202<br/>202<br/>202<br/>202</td> <td></td> | REFERENCE<br>200<br><u>REFERENC</u><br>225<br>WORTH<br>SCALE: 1<br>CON <u>VO MUNDER</u><br>5 PIPELINE ESMT. L                              | E TIES                 | 202<br>202<br>202<br>202<br>202<br>202<br>202<br>202<br>202<br>202   |   |

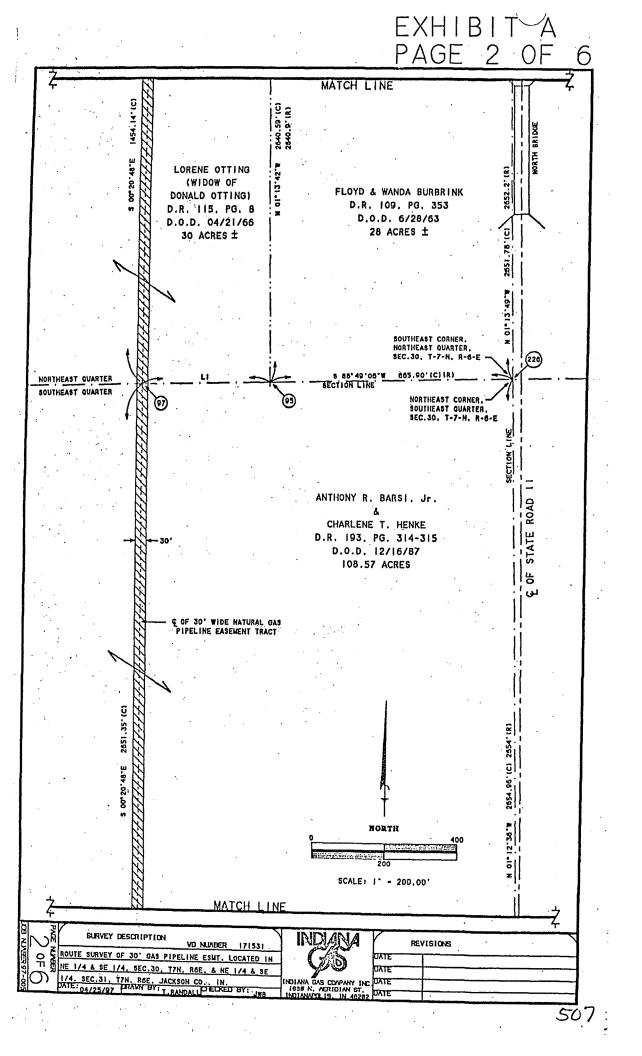
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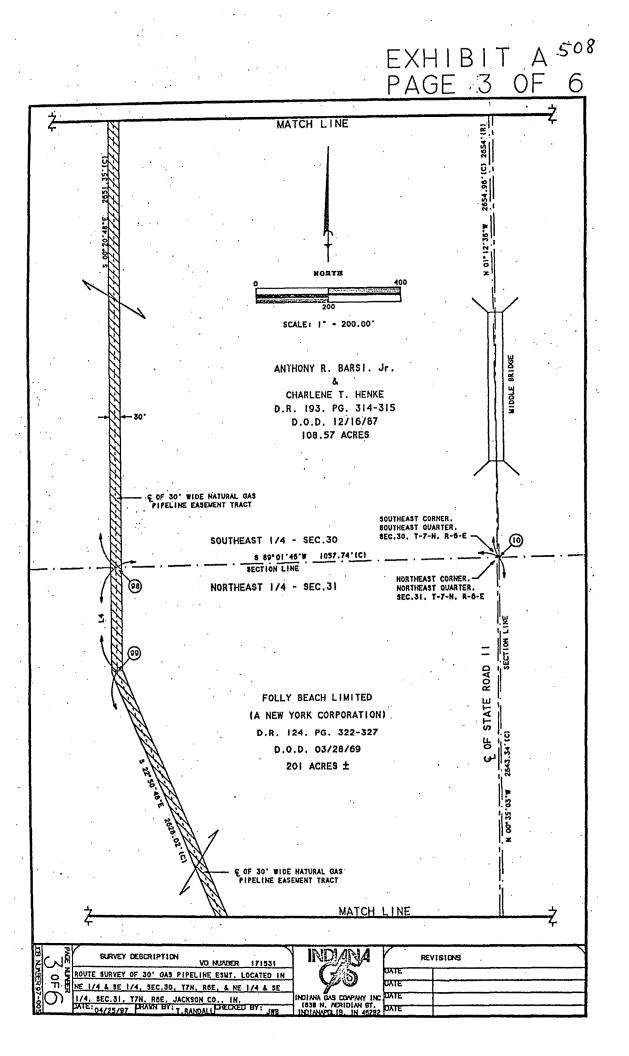
Jackson, IN

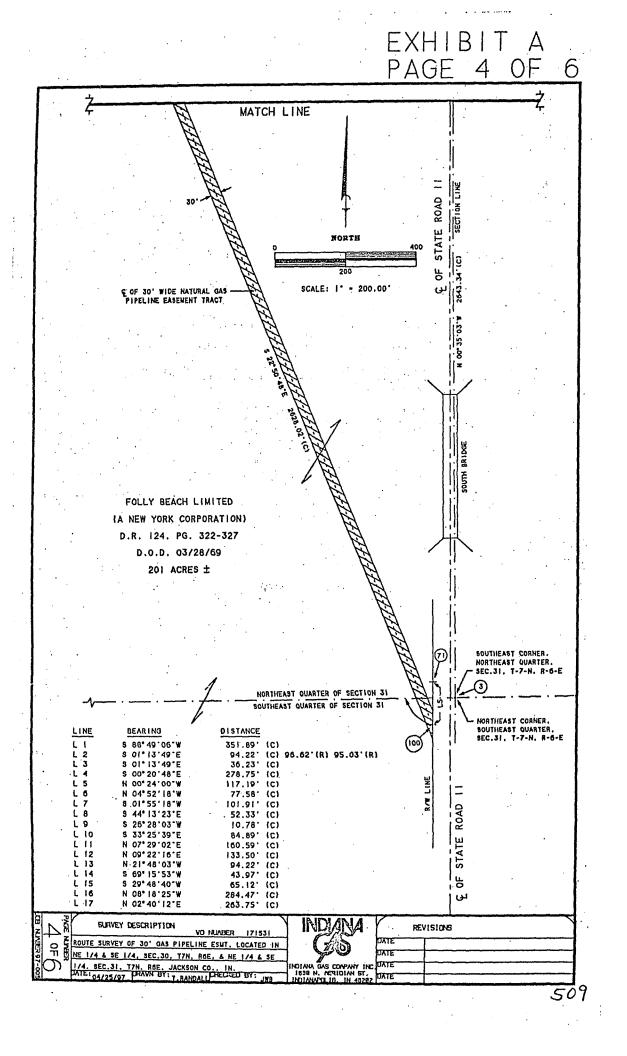
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A 510 EXHIBIT PAGE 5 6

Surveyor's Report:

The purpose of this survey was to prepare legal descriptions for acquisition of natural gas pipeline easements. Research was performed in the Offices of the Recorder. Auditor and Surveyor of Jackson County. Indiana, Fieldwork for this survey was conducted February 11, March 21 and 31, and April 7, 11, and 14, 1997.

Reference monuments required for this survey were the southeast and northeast corners of the northeast quarter of Section 31, the north line of the northeast quarter of Section 31, the southeast and northeast corners of the northeast quarter of Section 30, the north and south lines of the northeast quarter of Section 30. and the centerlines of Indiana State Highway Number 11 and Old U. S. Highway Number 31. The northeast corner of the northeast quarter of Section 31 is monumented by an INDOT type D monument set circa 1981 in the same location as a stone found by INDOT in 1939 in the original survey of said highway. The southeast corner of the northeast quarter of Section 31 is monumented by an INDOT type B monument set circa 1981 at the approximate location of a field division corner found in said 1939 survey. The southeast corner of the northeast quarter of Section 30 is monumented by an INDOT type D monument set circa 1981 in the same location as a stone found by INDOT in 1939 in the original survey of said highway. No monument was found marking the northeast corner of the northeast quarter of Section 30, and a 5/8 inch copped rebar was reset at this corner by me. The corner was reset by projecting a line from an irregular Iron monument found at the northwest corner of the northeast quarter of Section 30 through an irregular iron monument found a record distance of 665.90 feet west of the corner. This location agreed fairly well with several monuments found at corners of a parcel subdivide in a survey of the east half of the east half of said northeast quarter circa 1960, and this location is believed to lie within 0.4 feet of the location of the corner as used in the 1960 survey. Some deed evidence exists shich appears to place a stone marking this corner at a location approximately two feet north of this location, however the amount of field evidence remaining from this deed is not enough to state this conclusively since a westward shift of this location would bring the northerly location of this corner closer to the deed measurement to the stone. I estimate the uncertainty in the true location of this corner to be less than two feet from the reset location. Since these monuments are considered original monuments in terms of the control line on which this survey is based, the amount of uncertainty in the surveyed positions of the easement tract due to reference monuments is negligible. The direction of the north line of the northeast guarter of Section 31 and the south line of the northeast guarter of Section 30 was taken from east-west fencelines in the vicinity of the northwest corner of the northeast quarter of Section 31 and the southwest corner of the northeast quarter of Section 30, since no monument was found marking those corners, I would estimate the uncertainty in the location of the intersection of these lines with the easement conterline to be less than 2 feet measured in either direction olong the easement centerline. The centerline of State Highway Number 11 was calculated from the above mentioned monuments and highway centerline monuments using station references from the 1981 INDOT plans and agreed within 0.1 feet with the approximate pavement centerline. Some discrepancies were noted in the distances between the monuments, causing an uncertainty in the highway stationing of less than 0.5 feet. The centerline of Old U. S. Highway 31 was determined from the centerline of the existing pavement, with an uncertainty of 0.2 feet in a direction perpendicular to said centerline. I estimate this would cause an uncertainty in the location of the easement centerline with respect to the highway right of way lines of less than 0.2 feet.

The surveyed easements are contained entirely within the subject properties. The boundary lines generally call for the section line as their boundary. The exception to this is the two boundaries on either side of Old U. S. Highway Number 31. The east boundary of the Otting tract is called as the quarter quarter quarter section line, while the eastern adjoiner calls for a definite number of fest sect of the section line. I estimate the uncertainty in the calculated line to be three feet or less. The west boundary of the Kruse tract is created by exception and therefore has no uncertainty. Therefore the uncertainty due to record descriptions throughout the survey is negligible, with the exception of the Otting tract as noted abave.

No lines of occupation offect the surveyed easenent tract except for fencelines on the east and south sides of the Otting tract which are less than three feet from the calculated boundary lines. Therefore uncertainty due to accupation throughout the survey is negligible, with the exception of the Otting and Barsi/Henke tract as noted above.

The Theoretical Uncertainty of the location of the corners established by this survey is within the specifications for a Class C Survey (0.50 feet) as defined in Title 865, Article 1.1, Chapter 12, Section 1 - 44 of the Indiana Administrative Code.

All dimensions shown hereon were calculated from measured distances (C), measured (M), or taken from record documents (R),

The endpoints of the easement centerline shown hereon were calculated based upon the section lines, property lines and state right of way line being calculated as described above, it is the intention of this survey that the easement centerline should be extended or shortened to terminate in the actual property or right of way line should these calculations be proven to be in error.

| GURVEY DESCRIPTION VO NUMBER 171531  | INDIANA  | VISIONS |
|--|--|---------|
| C ROUTE SURVEY OF 30' GAS PIPELINE EGHT. LOCATED IN<br>THE NE 1/4 & BE 1/4. SEC. 30, TTN. RGE, & NE 1/4 & SE | Y  |         |
| ATE: 04/25/02 LRAVN BY: 2 DUBLIE HY:   | INDIANA DAS CONPANY INC.<br>1639 N. ARRIDIAN ST.<br>INDIANAPOLIS, IN 48282 |         |



|  |  |  | I AUL U   |   |
|--|--|--|---|---|
|  | POINT NORTHING   | EASTING  | DESCRIPTION   |   |
|  | 1 5000.0000 t  |  | 3/8 P.K. NAIL SET FLUSH   |   |
|  | 2 7434.9621  | 4983.2013  | 3/8" P. K. NAIL SET FLUSH   | •   |
|  | 3 4125.3144  | 5038.1492  | INDOT TYPE B MONUMENT FOUND FLUSH   |   |
|  | 4 4068.8117  | 5005.7752  | 5/8" CAPPED REBAR SET FLUSH   |   |
|  | 5 4406.8005  | 4997.0503  | 5/8" CAPPED REBAR SET FLUSH<br>5/8" CAPPED REBAR SET FLUSH                                  |   |
|  | 6 4388.7754<br>7 6900.2314   | 5050.4359<br>5032.9335   | 5/8" CAPPED REBAR SET FLUSH   |   |
|  | 7 6900.2314<br>8 6855.9910   | 4976.2053  | 5/8" CAPPED REBAR SET FLUSH   |   |
|  | <b>9</b> 6752.9463   | 4970.0781  | 5/8" CAPPED REBAR SET FLUSH   | •   |
|  | 10 6768.5123   | 5011.1957  | INDOT TYPE D MONUMENT FOUND FLUSH   | -4  |
|  | 50 6768.4809   | 5006.6958  | HIGHWAY CENTERLINE - NO MONUMENT  |   |
|  | 51 4125.2230   | 5025.1495  | HIGHWAY CENTERLINE - NO MONUMENT<br>STA. 188+60.00 - 50'LEFT - R/W LINE                     | -   |
|  | 71 4167.1952   | 4974.8553<br>4898.2046   | 5/8" CAPPED REBAR SET FLUSH   | -   |
|  | 79 12074.0539<br>82 11979.8566   | 4900.2275  | INTERSECTION OF SEC. LINE AND OLD H   | HIGHWAY                                   |
| 1  | 62 11979.0000  |  | CENTERLINE - NO MONUMENT  |   |
|  | 87 . 10856.0102  | 3928.7598  | EASEMENT CENTERLINE - NO MONUMENT   |   |
|  | 90 12037,8316  | 4898.9825  | EASEMENT CENTERLINE - NO MONUMENT   |   |
|  | 92 11112.5791  | 4108.7513  | APPROX. PROPERTY CORNER   |   |
|  | 93 11280.2276  | 3687.5923  | APPROX. PROPERTY CORNER<br>EASEMENT CENTERLINE - NO MONUMENT                                |   |
|  |  | 4069.0286  | APPROX, PROPERTY CORNER   | • · ·                                     |
|  | 95 9409,1525<br>96 11208,8799  | 4289,3780  | EASEMENT CENTERLINE - NO MONUMENT   |   |
| 1 1  | 96   208.8799<br>97 9401.8955  | 3937.5609  | EASEMENT CENTERLINE - NO MONUMENT   | '   |
|  | 6750.5957  | 3953.6081  | EASEMENT CENTERLINE - NO MONUMENT   | ÷   |
|  | 6471.8542  | 3955.2952  | EASEMENT CENTERLINE - NO MONUMENT   |   |
|  | 4050.0077  | 4975.6734  | EASEMENT CENTERLINE - NO MONUMENT   |   |
|  | 9413.2360  | 4950.3330  | 5/8" CAPPED REBAR SET FLUSH   |   |
|  | 143 10777.9530   | 3803.3720  | PAVEMENT CENTERLINE<br>PAVEMENT CENTERLINE  |   |
|  | 154 11786.7690<br>185 11974.4480   | 4724.0160<br>2238.2280   | 15" DIA, IRREGULAR IRON OBJECT FOUN   | ND 6. DEED                                |
|  |  | 3293.1760  | 5/8" CAPPED REBAR SET FLUSH   |   |
|  | 200 9582,1040  | 4976.0530  | INDOT TYPE D MONUMENT FOUND FLUSH   |   |
|  | 201 7582,5590  | 5001.0570  | INDOT TYPE D MONUMENT FOUND FLUSH   |   |
|  | 11202.3660   | 4208.1390  | 5/8" CAPPED REBAR SET FLUSH   | ·   |
|  | 9352.0360  | 5001.9020  | 5/8" CAPPED REBAR SET FLUSH   |   |
|  | 226 9422.8850  | 4955.1370  | INDOT TYPE D MONUMENT FOUND 4" DEEP   | ,   |
|  | 12151.3540   | 4891.6160  | 5/8" CAPPED REBAR SET FLUSH   |   |
|  | 11972.2000   | 4894.7870  | 5/8° CAPPED REBAR SET FLUSH<br>5/8° Capped Rebar Set Flush                                  |   |
|  |  | 4934.7040  | 3/4" IRREGULAR IRON OBJECT FOUND 4"   | DEED                                      |
|  | 253 12049.1300<br>254 10772.5450   | 4232,7710<br>3798,5840   | 3/8" P.K. NAIL FOUND FLUSH  | PCLI                                      |
|  | 255   004.9430   | 4010.6810  | 3/8" P.K. NAIL FOUND FLUSH  |   |
| <u> </u>   | 11561.9670   | 4549.1150  | 3/8" P.K. NA'L SET FLUSH  |   |
|  | 11383.4530   | 4695.5470  | 1/2" DIA. IRON PIN FOUND 1/2" DEEP  |   |
|  |  |  | The Dive their the rooms file been  |   |
|  |  |  | The DIA. TROP FILL FORD THE DELT  |   |
| 4  | • •  |  |   | 70 54516                                  |
| T NOTE:  | CONTROLLING SURVEY L   | INE IS FROM POIN   | T 3 TO POINT IO TO POINT 226 TO POINT   |   |
| NOTE:  | CONTROLLING SURVEY L   | INE IS FROM POIN   |   |   |
| ₩<br>NOIE:<br>CF CO  | CONTROLLING SURVEY L<br>ORDINATES IS LOCAL AND   | INE IS FROM POIN<br>ASSUMED. BASIS   | T 3 TO POINT IO TO POINT 226 TO POINT<br>of Bearings is assumed and approximat              | ELY EQUAL                                 |
| TO BA  | CONTROLLING SURVEY L   | INE IS FROM POIN<br>ASSUMED. BASIS   | T 3 TO POINT IO TO POINT 226 TO POINT<br>of Bearings is assumed and approximat              |   |
| ₩ NOTE:<br>F OF CO<br>TO BA  | CONTROLLING SURVEY L<br>ORDINATES IS LOCAL AND   | INE IS FROM POIN<br>ASSUMED. BASIS   | T 3 TO POINT IO TO POINT 226 TO POINT<br>of Bearings is assumed and approximat              | ELY EQUAL                                 |
| ₩ NOTE:<br>F OF CO<br>TO BA  | CONTROLLING SURVEY L<br>Ordinates is local and<br>Sis of bearings on Sta   | INE IS FROM POIN<br>ASSUMED. BASIS   | T 3 TO POINT IO TO POINT 226 TO POINT<br>of Bearings is assumed and approximat              | ELY EQUAL                                 |
| TO BA  | CONTROLLING SURVEY L<br>ORDINATES IS LOCAL AND   | INE IS FROM POIN<br>ASSUMED. BASIS   | T 3 TO POINT IO TO POINT 226 TO POINT<br>of Bearings is assumed and approximat              | ELY EQUAL                                 |
| 12<br>₩ NOTE:<br>₩ OF CO<br>54 TO BA<br>74<br>80   | CONTROLLING SURVEY L<br>Ordinates is local and<br>Sis of bearings on Sta   | INE IS FROM POIN<br>ASSUMED. BASIS   | T 3 TO POINT IO TO POINT 226 TO POINT<br>of Bearings is assumed and approximat              | ELY EQUAL                                 |
| 12<br>₩ NOTE:<br>₩ OF CO<br>54 TO BA<br>74<br>80   | CONTROLLING SURVEY L<br>Ordinates is local and<br>Sis of bearings on Sta   | INE IS FROM POIN<br>ASSUMED. BASIS   | T 3 TO POINT IO TO POINT 226 TO POINT<br>of Bearings is assumed and approximat              | ELY EQUAL                                 |
| 12<br>₩ NOTE:<br>₩ OF CO<br>54 TO BA<br>74<br>80   | CONTROLLING SURVEY L<br>ORDINATES IS LOCAL AND<br>SIS OF BEARINGS ON STA   | INE IS FROM POIN<br>ASSUMED. BASIS<br>TE ROAD II HIGHW   | T 3 TO POINT IO TO POINT 226 TO POINT<br>of Bearings is assumed and approximat              | ELY EQUAL                                 |
| 12<br>₩ NOTE:<br>₩ OF CO<br>54 TO BA<br>74<br>80   | CONTROLLING SURVEY L<br>Ordinates is local and<br>Sis of bearings on Sta   | INE IS FROM POIN<br>ASSUMED. BASIS<br>TE ROAD II HIGHW   | T 3 TO POINT IO TO POINT 226 TO POINT<br>of Bearings is assumed and approximat              | ELY EQUAL                                 |
| 12<br>₩ NOTE:<br>₩ OF CO<br>54 TO BA<br>74<br>80   | CONTROLLING SURVEY L<br>ORDINATES IS LOCAL AND<br>SIS OF BEARINGS ON STA   | INE IS FROM POIN<br>ASSUMED. BASIS<br>TE ROAD II HIGHW   | T 3 TO POINT IO TO POINT 226 TO POINT<br>of Bearings is assumed and approximat              | ELY EQUAL                                 |
| 12<br>₩ NOTE:<br>₩ OF CO<br>54 TO BA<br>74<br>80   | CONTROLLING SURVEY L<br>ORDINATES IS LOCAL AND<br>SIS OF BEARINGS ON STA   | INE IS FROM POIN<br>ASSUMED. BASIS<br>TE ROAD II HIGHW   | T 3 TO POINT IO TO POINT 226 TO POINT<br>of Bearings is assumed and approximat              | ELY EQUAL                                 |
| 12<br>₩ NOTE:<br>₩ OF CO<br>54 TO BA<br>74<br>80   | CONTROLLING SURVEY L<br>ORDINATES IS LOCAL AND<br>SIS OF BEARINGS ON STA   | INE IS FROM POIN<br>ASSUMED. BASIS<br>TE ROAD II HIGHW   | T 3 TO POINT IO TO POINT 226 TO POINT<br>of Bearings is assumed and approximat              | ELY EQUAL                                 |
| 12<br>₩ NOTE:<br>₩ OF CO<br>54 TO BA<br>74<br>80   | CONTROLLING SURVEY L<br>ORDINATES IS LOCAL AND<br>SIS OF BEARINGS ON STA   | INE IS FROM POIN<br>ASSUMED. BASIS<br>TE ROAD II HIGHW   | T 3 TO POINT IO TO POINT 226 TO POINT<br>of Bearings is assumed and approximat              | ELY EQUAL                                 |
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| 100 E<br>100 E<br>100 E<br>100 BA<br>100 BA<br>100 BA  | CONTROLLING SURVEY L<br>ORDINATES IS LOCAL AND<br>SIS OF BEARINGS ON STA   | INE IS FROM POIN<br>ASSUMED. BASIS<br>TE ROAD II HIGHWA<br>+5  | T 3 TO POINT IO TO POINT 226 TO POINT<br>OF BEARINGS IS ASSUMED AND APPROXIMAT<br>AY PLANS. | ELY EQUAL                                 |
| 100 E<br>100 E<br>100 E<br>100 BA<br>100 BA<br>100 BA  | CONTROLLING SURVEY L<br>ORDINATES IS LOCAL AND<br>SIS OF BEARINGS ON STA   | INE IS FROM POIN<br>ASSUMED. BASIS<br>TE ROAD II HIGHWA<br>+5  | T 3 TO POINT IO TO POINT 226 TO POINT<br>OF BEARINGS IS ASSUMED AND APPROXIMAT<br>AY PLANS. | ELY EQUAL                                 |
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| Hand House   | CONTROLLING SURVEY L<br>ORDINATES IS LOCAL AND<br>SIS OF BEARINGS ON STA<br>200<br>REFEREN<br>220<br>122<br>225<br>225<br>NORT<br>SCALE: 1 | INE IS FROM POIN<br>ASSUMED. BASIS<br>TE ROAD II HIGHWA<br>CE TIES   | T 3 TO POINT 10 TO POINT 226 TO POINT<br>OF BEARINGS IS ASSUMED AND APPROXIMAT<br>AY PLANS. | ELY EQUAL                                 |
| Hand House   | CONTROLLING SURVEY L<br>ORDINATES IS LOCAL AND<br>SIS OF BEARINGS ON STA   | INE IS FROM POIN<br>ASSUMED. BASIS<br>TE ROAD II HIGHW<br>CE TIES  | T 3 TO POINT 10 TO POINT 226 TO POINT<br>OF BEARINGS IS ASSUMED AND APPROXIMAT<br>AY PLANS. | ELY EQUAL                                 |
| HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HOTEJ<br>HO | CONTROLLING SURVEY L<br>ORDINATES IS LOCAL AND<br>SIS OF BEARINGS ON STA   | INE IS FROM POIN<br>ASSUMED. BASIS<br>TE ROAD II HIGHW<br>CE TIES  | T 3 TO POINT IO TO POINT 226 TO POINT<br>OF BEARINGS IS ASSUMED AND APPROXIMAT<br>AY PLANS. | ELY EQUAL                                 |
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9703382 , 1927 Recorded and Filed \_\_\_\_\_4 at \_\_\_\_\_\_O'clock \_\_\_\_\_ Record \_\_\_\_\_\_ 4-28 Page <u>506-51</u>2 Fee 23.00 Darah M. Berter Jackson County Recorder

THIS PROPERTY DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER 1997 THIS\_ 28.11 DAY 1 Dari AUDITOR JACKSON COUNTY

### WARRANTY DEED

THIS INDENTURE WITNESSETH, That AUDREY C. BOYD, of Bell County, Texas, CONVEYS AND WARRANTS to ANTHONY R. BARSI, JR., of Austin, Texas, and CHARLENE T. HENKE, of Kirkwood, Missouri, as equal tenants-in-common, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Jackson County, Indiana:

Commencing at the Southeast corner of Section thirty (30) Township Seven (7) North, Range Six (6) East; thence north Three (3) degrees West Twenty-six hundred and Fifty-four (2654) feet to a stone on the half mile line running East and West through said Section Thirty (30); thence South Eighty-five degrees and thirty minutes (85 degrees 30 minutes); West along said half mile line Fifteen hundred and Fifty-one (1551) feet to the East line of the right of way of the old Jeffersonville Railroad Co. (now the PCC & St. L. Railway Co.) thence South Six (6) degrees West along said right of way line Twenty-six hundred and Seventy-five (2675) feet to the South line of said Section; thence North Eighty-Nine degrees and Fifteen minutes (89 degrees 15 minutes) East along the south line of said Section Two Thousand (2000) feet to the place of beginning, containing One Hundred Eight and Fifty-Seven Hundredths (108.57) acres more or less, subject to existing right of ways.

ALSO: Thirty-Seven and Seven Tenths (37.7) acres off the South end of the Southwest quarter of the Southwest quarter of Section Twenty-nine (29), Township Seven (7) North, Range Six (6) East.

EXCEPTING THEREFROM: A part of the Southeast Quarter of Section 30, Township 7 North, Range 6 East, Jackson County, Indiana, described a follows:

Beginning at a point on the south line of said section South 89 degrees 21 minutes 00 seconds West 54.50 feet from the southeast corner of said section, which point of beginning is on the west boundary of S.R. 31A; thence South 89 degrees 21 minutes 00 seconds West 11.18 feet along said south line; thence North 4 degrees 01 minutes 17 seconds West 139.57 feet; thence North 1 degree 35 minutes 37 seconds West 20.00 feet; thence North 4 degrees 03 minutes 00 seconds West 20.00 feet; thence North 4 degrees 03 minutes 37 seconds East 320.92 feet; thence North 7 degrees 26 minutes 30 seconds East 181.67 feet to the west boundary of said S.R. 31A; thence along the boundary of said S.R. 31A Southerly 304.93 feet along an arc to the right and having a radius of 180,884.04 feet and subtended by a long chord having a bearing of South 0 degrees 26 minutes 54 seconds East and a length of 304.93 feet; thence South 0 degrees 24 minutes 00 seconds East 74.99 feet along said boundary; thence South 2 degrees 27 minutes 45 seconds West 200.25 feet along said boundary; thence South 0 degrees 24 minutes 00 seconds East 200.00 feet along said boundary; thence south 4 degrees 12 minutes 51 seconds East 150.33 feet along said boundary; thence South 0 degrees 24 minutes 00 seconds East and along said boundary; thence south 4 degrees 12 minutes 51 seconds East 150.33 feet along said boundary; thence south 0 degrees 24 minutes 00 seconds East along said boundary to the point of beginning and containing 0.567 acres, more or less.

ALSO, EXCEPTING THEREFROM: A part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 7 North, Range 6 East, Jackson County, Indiana, described as follows:

Beginning at a point on the south line of said section North 88 degrees 43 minutes 00 seconds East 45.51 feet from the Southwest

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corner of said section, which point of beginning is on the east boundary of S.R. 31A; thence North 0 degrees 24 minutes 00 seconds West 188.30 feet along the boundary of said S.R. 31A; thence North 3 degrees 24 minutes 51 seconds East 150.33 feet along said boundary; thence North 0 degrees 24 minutes 00 seconds West 200.00 feet along said boundary; thence North 3 degrees 15 minutes 45 seconds West 200.25 feet along said boundary; thence North 0 degrees 24 minutes 00 seconds West 74.99 feet along said boundary; thence along said boundary Northerly 305.09 feet along an arc to the left and having a radius of 18,984.04 feet and subtended by a long chord having a bearing of North 0 degrees 26 minutes 54 seconds West and a length of 305.09 feet; thence South 8 degrees 12 minutes 18 seconds East 181.79 feet; thence South 4 degrees 13 minutes 18 seconds East 300.72 feet; thence South 4 degrees 36 minutes 00 seconds West 20.00 feet; thence South 3 degrees 24 minutes 00 seconds East 38.14 feet to the south 1 degrees 24 minutes 00 seconds East 38.14 feet to the south 1 ine of said section; thence South 88 degrees 43 minutes 00 seconds West 10.00 feet along said south line to the point of beginning and containing 0.525 acres, more or less.

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Containing in the aggregate, after said exceptions, 145.178 acres, more or less.

Subject to easements, restrictions and public rights-of-way.

Grantee agrees to assume and pay the 1987 taxes due and payable in 1988 and all taxes and assessments thereafter.

IN WITNESS WHEREOF, Grantor has executed this deed this 16th

day of December, 1987.

AUDREY C. BOXD

STATE OF TEXAS ) ) SS: COUNTY OF <u>Bell</u> )

Before me, a Notary Public in and for said County and State, personally appeared AUDREY C. BOYD, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this <u>16th</u> day of December, 1987.

SEAL Notary Public

Pamela K. Knuth County of Residence: Bell

1899 Teverly S. Hanne

Jackson County Records

THIS INSTRUMENT PREPARED BY WILLIAM S. CONNER, ATTORNEY-AT-LAW, COLUMBUS, INDIANA.

My Commission Expires:

2/17/88