

Auction Tracts 3 and 4

Preliminary Title Insurance Schedules

(Effective Date: May 23, 2014)

(Amended: July 15, 2014)

Prepared by:

**Metropolitan Title of Indiana LLC
4100 Edison Lakes Parkway, Ste. 120
Mishawaka, IN 46545
Tel: 574-271-2450**

For:

**Auction conducted on July 23, 2014
by Schrader Real Estate and Auction Company, Inc.
on behalf of RJ Newton Farms, LLC**



SCHEDULE A

Commitment No.: 4041-57868

1st Amended Date Printed: July 15, 2014

1. Commitment Date: May 23, 2014 @ 8:00 AM

2. Policy or Policies to be issued:	Policy Amount
(a) ALTA Owners Policy (6-17-06)	\$500.00

Proposed Insured:
To Be Determined

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
RJ Newton Farms, LLC, an Indiana limited liability company

4. The land referred to in this Commitment, situated in the County of St Joseph, State of Indiana, is described as follows:

PARCEL I:

All of the North Half of the South Half of Section 26, Township 36 North, Range 2 East, lying East of the Michigan Road; excepting 40 acres, off of and from the entire East end thereof. Also excepting from the above described tract, three tracts of land described as follows:

TRACT I: A tract of land in the North Half of the South Half of Section 26, Township 36 North, Range 2 East, described as Beginning at the intersection of the easterly line of the Michigan Road and South line of said North Half of the South Half of said Section, running thence North 9 degrees East with the easterly line of said Michigan Road 582.6 feet; thence East 218.86 feet, more or less, to the northeast corner of a tract of land conveyed by Theodore H. and Dorothy Jeddelloh to Joseph S. and Kathleen Lawecki, as shown in Deed Record 568, at Page 298, recorded July 2, 1957; thence South at right angles to the south line of the North Half of the South Half of said section, a distance of 575.428 feet, more or less, to the south line of the North Half of the South Half of said section; thence West 310 feet, more or less, to the place of beginning.

TRACT II: Beginning on the easterly line of Michigan Road in Section 26, Township 36 North, Range 2 East at a point 568.9 feet Southerly measured along the easterly line of Michigan Road from the intersection of said Michigan Road with the North line of L. M. Annis farm as recorded in Deed Record 227, page 216 of the records of St. Joseph County, which point is on the south line of a cemetery; thence East along said cemetery line 316.8 feet to the southeast corner of said cemetery, thence Southerly parallel with the easterly line of said Michigan Road 300 feet, thence Westerly 312.3 feet to a point on the easterly line of said Michigan Road, that is 250 feet from the place of beginning, thence Northerly along the easterly line of said Michigan Road 250 feet to the place of beginning.

TRACT III: Lot Numbered One (1) as shown on the plat of Newton's U.S. 31 South Minor Subdivision, recorded November 4, 2010 in the Office of the Recorder of St. Joseph County, Indiana, as Instrument No. 1030784.

PARCEL II:

A tract of land in the North Half of Section 26, Township 36 North, Range 2 East, described as follows: Beginning at the corner stone set for the intersection of the East and West center line of said Section 26, with the east line of the Michigan Road; running thence East with the center line 45.04 chains to a stone, thence North 8.40 chains to a stake, thence West 43.67 chains to a stone set for the east line of the Michigan Road, thence Southwesterly with said Michigan Road 8.50 chains to the place of beginning.

EXCEPTING THEREFROM, a tract of land described as follows: A parcel of land bounded by a line running as follows, beginning at the southwest corner of the North Half (East of the Michigan Road) of Section Number Twenty-six (26) in Township Thirty-six (36) North, Range Two (2) East, and running from thence somewhat East of North with the easterly line of the Michigan Road Twenty-four (24) rods; thence East parallel with the south line of the North Half of said Section Twenty (20) rods; thence somewhat West of South parallel with the above mentioned line of the Michigan Road Twenty-four (24) rods to the south line of the North Half of said Section; and thence West on said south line Twenty (20) rods to the place of beginning, said real estate was heretofore conveyed to Louis A. Annis and Mable M. Annis as shown in Deed Record 403, page 180 recorded May 10, 1946.

ALSO EXCEPTING, a parcel of land being a part of the Northwest Quarter of Section 26, Township 36 North, Range 2 East, Union Township, St. Joseph County, Indiana and being more particularly described as follows: Beginning at the southwest corner of a parcel of land conveyed to Louis A. Annis and Mable M. Annis in Deed Record 403, page 180 in the Office of the Recorder of St. Joseph County, Indiana; thence East along the south line of said Annis property projected East, a distance of 886.70 feet; thence North, a distance of 172.16 feet to the north line of said Annis property projected East; thence West along said north line projected East, a distance of 836.34 feet to the northeast corner of said Annis property; thence Southwesterly parallel with Michigan Road (now U.S. 31), a distance of 172.3 feet to the place of beginning.

PARCEL III:

A parcel of land taken out of the following described tract: A parcel of land containing 40 acres, taken off of and from the entire width of the East end of the North Half of the Southeast fraction lying East of the Michigan Road of Section 26, Township 36 North, Range 2 East; which parcel is described as follows: Beginning at a point on the south line of the North Half of the South Half of said Section 26, which point is 542.5 feet West of the east line of said Section; thence North 57 degrees West, 670 feet; thence North 23 degrees West, 460 feet; thence North 0 degrees 33 minutes East 542 feet to the north line of the South Half of said Section; thence West to the west line of the first above described tract; thence South 1328.08 feet, more or less, to the south line of said North Half of the South Half of said Section 26; thence East along said south line to the place of beginning.

PARCEL IV:

Lot Numbered One (1) as shown on the plat of Newton's U.S. 31 South Minor Subdivision, recorded November 4, 2010 in the Office of the Recorder of St. Joseph County, Indiana, as Instrument No. 1030784.

Subject to legal highways.

65558 U.S. 31 Lakeville IN 46536

THIS COMMITMENT OR FORECLOSURE GUARANTEE COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSUREDS ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.



Issued By: Metropolitan Title of Indiana LLC
For questions regarding this commitment contact;
(574)271-2450 or fax to (574)243-1931
4100 Edison Lakes Parkway, Ste. 120
Mishawaka, IN 46545

Schedule B – Section I

Commitment No.: 4041-57868

General Requirements

The following requirements must be met:

- a. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- b. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- c. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- d. Pay us the premiums, fees and charges for the policy.
- e. You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- f. Submit completed Owner's Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

End of Schedule B - Section I

Schedule B - Section II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens encumbrances adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Part One: General Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
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 on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

Schedule B - Section II
Continued on next page

Schedule B - Section II
Continued

Part Two: Specific Exceptions

1. Effective July 1st, 2009, in accordance with Indiana Code 27-7-3.7, all funds in connection with an escrow transaction we are closing must meet the following requirements:
 - a) Funds from a single party to the transaction in the aggregate amount \$10,000.00 or more must be received in the form of a wire transfer unconditionally and irrevocably credited to our account prior to disbursement. Automated Clearing House (ACH) transactions will not be acceptable.
 - b) Funds from a single party to the transaction in the aggregate amount of less than \$10,000.00 must be received by wire transfer, certified check or cashiers check. Automated Clearing House (ACH) transactions will not be acceptable.
2. NOTE: Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmation statement: "I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.

The affirmation statement must appear after the point of the Prepared By statement at the conclusion of the document, or be an additional page, if necessary.

3. 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 27-7-3-15.5.
4. NOTE: By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with closings occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD-1 form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
5. NOTE: Effective July 1, 2013, Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transactions in which the title insurance company or its authorized agent acts as the settlement agent. In residential transactions, the closing protection letters are mandatory and must be issued to each party. In commercial transaction, closing protection letters are available upon request, but are not mandatory. First American Title Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter, and \$25 for a lender's letter.
6. Real estate taxes assessed for the year 2013 are due in two installments payable May 10, 2014 and November 10, 2014:
Parcel No.: 019-1033-0470 / 71-13-26-326-001.000-027
May Installment of \$4,019.44 shows paid
November Installment of \$4,019.44 shows paid

Tax Year: Current Year 2013 due 2014

Land:	\$170,200.00
Improvements:	\$224,000.00
Homeowners Exemption:	\$0.00
Mortgage Exemption:	\$0.00
Other Exemption:	\$0.00

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions.

Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2014 due in May and November, 2015.

7. Drainage/Ditch Assessment: Parcel No.: Shidler Hoffman (15) For the year: 2014; May installment of \$60.65 shows paid; November installment of \$60.65 shows paid.
8. Drainage/Ditch Assessment: Parcel No.: Shidler Lateral to Heston (30) For the year: 2014; May installment of \$31.58 shows paid; November installment of \$31.58 shows paid.
9. Annual assessment for the maintenance of Yellow River (126), shows none due at this time.
Note: Subsequent assessments as required.
10. Real estate taxes assessed for the year 2013 are due in two installments payable May 10, 2014 and November 10, 2014:
Parcel No.: 019-1033-047003 / 71-13-26-326-002.000-027 (Parcel IV)
May Installment of \$75.46 shows paid
November Installment of \$75.46 shows paid

Tax Year:	Current Year 2013 due 2014
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Land:	\$7,400.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Mortgage Exemption:	\$0.00
Other Exemption:	\$0.00

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2014 due in May and November, 2015.

11. Annual assessment for the maintenance of Shidler Lateral to Heston (30) due May 10, 2014, in the amount of \$12.50 shows paid.
Note: Subsequent assessments as required.
12. Annual assessment for the maintenance of Yellow River (126), shows none due at this time.
Note: Subsequent assessments as required.
13. Deed of easement to Indiana & Michigan Electric Company recorded January 30, 1967 in Deed Record 685, page 20. (Affects Parcels I and II).
14. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
15. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
16. Notwithstanding any reference to the acreage or quantity of land described on Schedule A, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule A.
17. Rights of the public and adjoining owners to the unobstructed flow of the waters of Hoffman-Shidler Ditch. (Affects Parcel III)
18. Right of Way for drainage, flow and maintenance of Hoffman-Shidler Ditch as set forth in IC 36-9-27-33. (Affects Parcel III)

19. We do not insure title to any portion of said premises that consists of artificial accretions, avulsions or fill. (Affects Parcel III)
20. Easement & Right of Way recorded March 16, 2011 as Instrument No. 1107456.
21. Restrictions contained on the recorded plat relative to the placement of the Septic System. For particulars refer to said plat.
(Affects Parcel IV)

Note: This commitment is for informational purposes only and no final title policy will be issued.

End of Schedule B - Section II

Commitment for Title Insurance

FIRST AMERICAN TITLE INSURANCE COMPANY.

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

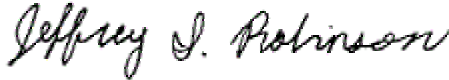
All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary



CONDITIONS:

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim of other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

Issued by: **Metropolitan Title of Indiana LLC**

4100 Edison Lakes Parkway, Ste. 120

Mishawaka, Indiana 46545

Ph: (574)271-2450 or Fax to: (574)243-1931



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DEED OF EASEMENT
Form 1-66
37R

WO No. 790/0279

Easement No. 16 pt. 1 Map No. 1737

This Indenture, made this 5th day of November, 1965, by and between
Louis A. Annis and Mahel Annis, his wife

whose address is
Rural Route 1, Lakaville, Indiana

of the County of St. Joseph

State of Indiana (hereinafter called the "Grantor", whether one or more) and INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana Corporation authorized to do business in the State of Michigan whose post office address is 2101 Spy Run Ave., Fort Wayne, Indiana, (hereinafter called the "Grantee").

Witnesseth: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which Grantor hereby acknowledges, Grantor hereby conveys and warrants to Grantee a permanent right of way and easement for electric power line with the right to the Grantee to locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, poles, towers or supported structures, conductors and all necessary or useful facilities and equipment with respect to such line for transmitting electric or other energy, including crossarms, wires, cables, guys, anchors, counter-poles, grounding system, and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in Union Township, County of St. Joseph, State of Indiana, Section 26 Township 36N Range 2E more particularly described as follows: Bounded:

On the North by the lands of H.M., K. & A. Vincent; Wm. H. Worm; J. & L. Molnas;

On the East by the lands of Wm. H. & G. G. Worm;

On the South by the lands of J. S. & K. Laweski; E. M. & W. Whisler; R. E. & L. Hertel;

On the West by the lands of L. A. & M. Annis; Cemetery; M. & H. J. Thomas; J. & L. Molnas; W. & V. Major; J. S. & K. Laweski; H. E. & S. Miller; J. Kalafat.

ST. JOSEPH CO.
FILED FOR RECORD
JAN 30 8 38 AM '67
BOON A. KALCZYNSKI
RECORDER

Together with the right to the Grantee: to cut, to control or eliminate by herbicides, and at its option to remove from the Premises or the lands of the Grantor adjoining the same on either side, any trees, overhanging branches, vegetation, obstacles or obstructions which may endanger the safety or interfere with the installation, use, or enjoyment of all or any of Grantee's Facilities; to add to the number of and relocate at any time or times all of Grantee's Facilities; and of ingress and egress to, over and from the Premises and any adjoining lands of Grantor at any and all times for the purposes of exercising and enjoying any and all the rights hereby vested in Grantee.

It is understood and agreed:

1. The location of the route of the easement shall be established by a center line connecting the center points of the poles, towers or supported structures, as constructed on the Premises and/or an adjoining land.

2. Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on the Premises and shall pay Grantor all damages done to crops and livestock on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules at the market price in vicinity. All claims of Grantor for damages arising under this indenture shall be made at or mailed to the office of Grantee at Fort Wayne, Indiana, within thirty (30) days after such damages shall accrue.

3. Grantee shall pay to Grantor, at or prior to the time when construction of Grantee's Facilities is commenced on the Premises, Fifty Dollars (\$50) for each pole, tower or supported structure to be located thereon.

4. Grantor shall have the right to cultivate or otherwise use the Premises in any way not inconsistent with the easement hereby granted, but no building, structure or obstruction shall be placed by the Grantor under or within 85 feet (measured horizontally) of the centerline of the electric power line.

This instrument was prepared by
Don Andrew, Employee of Indiana
& Michigan Electric Company on
its behalf.

3. This indenture contains all the terms and conditions of this easement, express or implied, between the parties hereto and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective representatives, heirs, successors, assigns, lessees and licensees.

In Witness Whereof, the said Grantor has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Adna M. Cole
Adna M. Cole

Louis A. Annis
Louis A. Annis
Mabel Annis
Mabel Annis

14586

INDEXED

JAN 30 9 39 AM '67
BOOK 685 PAGE 20-21
EDWIN A. KALCZYNSKI
RECORDER

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

STATE OF INDIANA }
County } ss.
Before me, *Robert O. Young*, a Notary Public in and for said
County and State, this 7 day of November, 1966, personally appeared
the above named Louis A. Annis and Mabel Annis, his wife

and acknowledged the execution of the within instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year
above written.
Robert O. Young
Robert O. Young Notary Public
My commission expires APRIL 20, 1970

STATE OF INDIANA }
County } ss.
Before me _____, a Notary Public in and for said
County and State, this _____ day of _____, 19____, personally appeared
the above named _____
and acknowledged the execution of the within instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year
above written.

Notary Public.
My commission expires _____, 19____.

STATE OF MICHIGAN }
COUNTY OF } ss.
On this _____ day of _____, 19____, before me personally appeared

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

Notary Public

County, Michigan
My commission expires _____, 19____.

1/1/2
mail
REP

Jan 10
NO 50

1107456
RECORDED AS PRESENTED ON
03/16/2011 12:52:31PM
PHILLIP B. DOTSON
ST. JOSEPH COUNTY
RECORDER
REC FEE: \$21.00
PAGES: 4

EASEMENT & RIGHT OF WAY

Parcel ID No. 019-1033-0470 (71-13-26-326-001.000-027)
Easement No. IN111005
Map No. 1248

THIS INDENTURE, made by and between RJ NEWTON FARMS LLC, an Indiana Limited Liability Company, whose address is 21320 Surface Avenue, Lakeville, Indiana 48536 ("Grantor"), and INDIANA MICHIGAN POWER COMPANY, an Indiana Corporation, whose post office address is P.O. Box 60, One Summit Square, Fort Wayne, Indiana 46801 ("Grantee").

WITNESSETH, that for One (\$1.00) Dollar and other good and valuable consideration in hand paid, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor does hereby grant and convey to Grantee a **TWENTY FOOT (20') WIDE RIGHT-OF-WAY AND EASEMENT** (see Exhibit "A" attached hereto for the specific dimensions and location identification) for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of overhead and underground facilities and equipment for the transmission of electrical energy and for communication purposes, including the right to permit attachments of others to said facilities, in, on, along, under, over, across, and through the said easement, which easement is located on the following described REAL ESTATE, to-wit:

A part of the West Half of the Southwest Quarter of Section 26, Township 36 North, Range 2 East, in Union Township, St. Joseph County, Indiana, and more particularly described as follows:

All of the North Half of the South Half of Section 26, Township 36 North, Range 2 East, lying East of the Michigan Road, excepting 40 acres, off of and from the entire East end thereof.

ALSO EXCEPTING from the above described tract, two tracts of land described as follows:

TRACT I: A tract of land in the North Half of the South Half of Section 26, Township 36 North, Range 2 East, described as beginning at the intersection of the Easterly line of the Michigan Road and South line of said North Half of the South Half of said Section, running thence North 06-degree East with the Easterly line of said Michigan Road 582.6 feet; thence East 218.80 feet, more or less, to the Northeast corner of a tract of land conveyed by Theodore H. and Dorothy Jeddiah to Joseph S. and Kathleen Laweck, as shown in Deed Record 568, at Page 298, recorded July 2, 1957; thence South at right angles to the South line of the North Half of the South Half of said Section, a distance of 575.428 feet, more or less, to the South line of the North Half of the South Half of said section; thence West 310 feet, more or less, to the place of beginning.

TRACT II: Beginning on the Easterly line of Michigan Road in Section 26, Township 36 North, Range 2 East, at a point 568.9 feet Southerly measured along the Easterly line of Michigan Road from the intersection of said Michigan Road with the North line of L. M. Annis farm as recorded in Deed Record 227, Page 218, of the records of St. Joseph County, which point is on the South line of a cemetery, thence East along said cemetery line 315.8 feet to the Southeast corner of said cemetery, thence Southerly parallel with the Easterly line of said Michigan Road 300 feet; thence Westerly 312.3 feet to a point on the Easterly line of said Michigan Road, that is 250 feet from the place of beginning, thence Northerly along the Easterly line of said Michigan Road 250 feet to the place of beginning.

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Being the same (or a part of the same) property conveyed to RJ NEWTON FARMS LLC, an Indiana Limited Liability Company, by Warranty Deed dated December 31, 2009, and recorded as Document Record 1001200 on January 14, 2010, in the Office of the Recorder of St. Joseph County, Indiana.

TOGETHER with the right of ingress and egress to, from, and over said premises, and also the right to cut, trim, and/or remove any trees or bushes which may endanger the safety or interfere with the construction, maintenance, or use of said facilities

GRANTEE shall promptly repair or replace all physical damage on the premises proximately caused by the construction, operation, and maintenance of Grantee's facilities.

GRANTOR warrants that no structure or building shall be erected upon said easement.

AFTER the completion of said system, the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities but does agree not to change elevation or grade within the area of said easement without the written prior consent of Grantee.

IT IS AGREED that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, heirs, successors, and assigns.

THE UNDERSIGNED PERSON executing this document on behalf of Grantor, represents and certifies that he is duly authorized and has been fully empowered by the Grantor to execute and deliver this document; that Grantor has full capacity to convey the real estate described here; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal on FEB. 24, 2011.

RJ NEWTON FARMS LLC, an Indiana Limited Liability Company

By Joyce L. Newton, Member (Please print your name and title on this line exactly as it appears above)

STATE OF Indiana)
COUNTY OF St. Joseph) ss

Before me, a Notary Public in and for said County and State, on February 24, 2011, personally appeared Joyce L. Newton, the Member of RJ NEWTON FARMS LLC, an Indiana Limited Liability Company, and acknowledged execution of the foregoing document for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true

WITNESS my hand and Notarial Seal.



SANDRA L. GREGORY
Notary Public, Marshall County, INDIANA
My Commission Expires 06/28/2015
COMM NO. 568467

I affirm, under the penalties for perjury, that I have taken reasonable care to reflect each social security number in this document, unless required by law.
Sylvia M. Durham

Prepared by:
Sylvia M. Durham, Right of Way Agent
AEP - Indiana Michigan Power Company
2929 W. Lathrop, South Bend, IN 46628
574 283.1870

EXHIBIT "A"

EASEMENT IN111005, MAP 1248

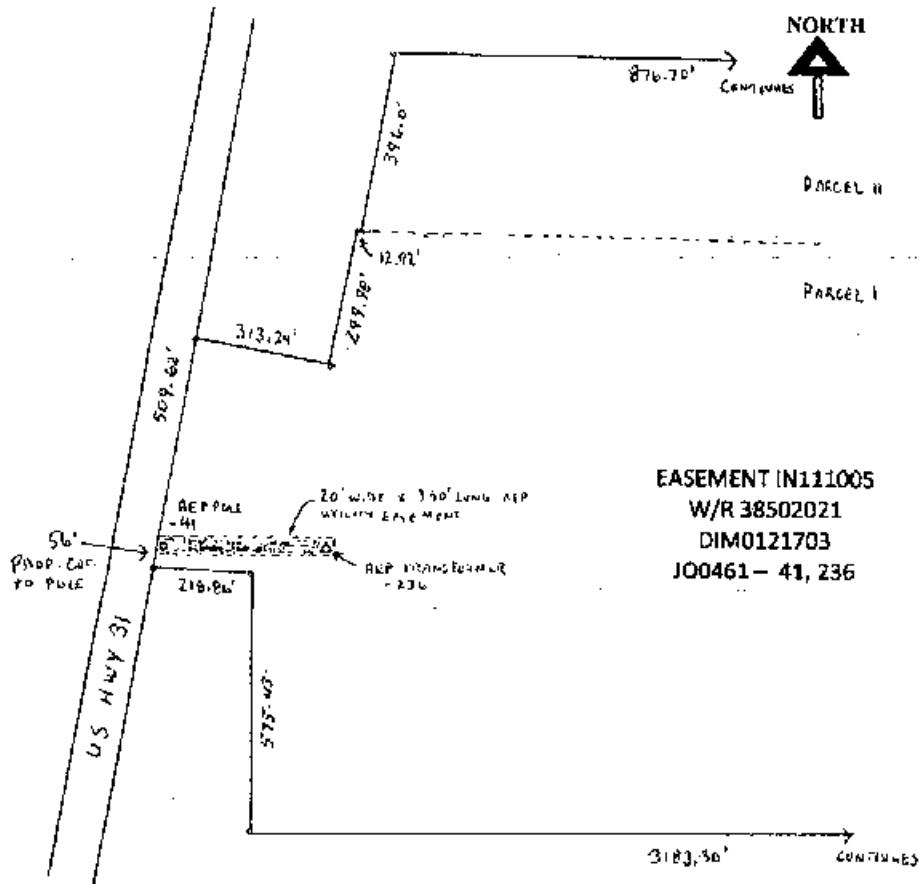
PIN 019-1033-1470 (71-13-26-326-001)
GRANTOR R J NEWTON FARMS LLC

County of: St. Joseph
Town of: Lakeville
Owner: R J Newton Farms, LLC
AEP Pole Map: J461
Service Address: 65800 US 31 South, Lakeville, IN 46536

Township: Union
Section: 28
Township: 38 N. Range: 2E.
Map No. 1248

A utility easement is granted to INDIANA MICHIGAN POWER COMPANY for the installation of electrical utilities. Easement dimensions are shown on sketch below.

Designer: Bruce Waggoner Drawn by: Bruce Waggoner Date: 01/26/11 Scale: None



EASEMENT IN111005
W/R 38502021
DIM0121703
J00461 - 41, 236

