

# Quality Land Auction

Thursday, February 13 • 11am

# 156<sup>±</sup>

Acres\*

Offered in 2 Tracts

Wayne County, Richmond, IN

ONLINE BIDDING AVAILABLE

- 153.94± FSA Crop Acres
- 2020 Crop Rights to Buyer
- Quality Westland & Sleeth Soils
- Whole Farm Corn Index of 139.7
- Within the Richmond City Limits
- Adjacent to Established Industry
- Level Field for Ease of Operation

# Information Booklet



800.451.2709 • [www.SchraderAuction.com](http://www.SchraderAuction.com)

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

\*Subject to New Pre-Auction Survey

**DISCLAIMER:**

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

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

SELLER: James R. Quigg Jr. Revocable Generational Skipping Trust, James R. Quigg & William M. Quigg Trustees



**SCHRADER REAL ESTATE & AUCTION CO., INC.**

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

**260-244-7606 or 800-451-2709**

**SchraderAuction.com**

# BOOKLET INDEX

**BIDDER PRE-REGISTRATION**  
**ONLINE BIDDING REGISTRATION FORM**  
**LOCATION MAPS**  
**AERIAL & SOIL MAPS**  
**FSA INFO**  
**AQUIFER PROTECTION OVERLAY**  
**PROJECTED TAX INFO**  
**PRELIMINARY TITLE**  
**PHOTOS**



# REGISTRATION FORMS

# **BIDDER PRE-REGISTRATION FORM**

**THURSDAY, FEBRUARY 13, 2020**  
**156 ACRES – RICHMOND, INDIANA**

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,  
P.O. Box 508, Columbia City, IN, 46725,  
Email to [auctions@schraderauction.com](mailto:auctions@schraderauction.com) or fax to 260-244-4431, no later than Thursday, February 6, 2020.  
Otherwise, registration available onsite prior to the auction.

## **BIDDER INFORMATION**

(FOR OFFICE USE ONLY)

Name \_\_\_\_\_

Bidder # \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone: (Res) \_\_\_\_\_ (Office) \_\_\_\_\_

My Interest is in Tract or Tracts # \_\_\_\_\_

## **BANKING INFORMATION**

Check to be drawn on: (Bank Name) \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone No: \_\_\_\_\_

## **HOW DID YOU HEAR ABOUT THIS AUCTION?**

Brochure  Newspaper  Signs  Internet  Radio  TV  Friend

Other \_\_\_\_\_

## **WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?**

Regular Mail  E-Mail E-Mail address: \_\_\_\_\_

Tillable  Pasture  Ranch  Timber  Recreational  Building Sites

What states are you interested in? \_\_\_\_\_

*Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.*

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Online Auction Bidder Registration**  
**156± Acres • Wayne County, Indiana**  
**Thursday, February 13, 2020**

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

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My phone number is: \_\_\_\_\_

2. I have received the Real Estate Bidder's Package for the auction being held on Thursday, February 13, 2020 at 11:00 AM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website ([www.schraderauction.com](http://www.schraderauction.com)) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$\_\_\_\_\_. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.  
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725  
Phone 260-244-7606; Fax 260-244-4431

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

7. My bank routing number is \_\_\_\_\_ and bank account number is \_\_\_\_\_.  
(This for return of your deposit money). My bank name, address and phone number is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Thursday, February 6, 2020**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

\_\_\_\_\_  
Registered Bidder's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

***This document must be completed in full.***

**Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:**

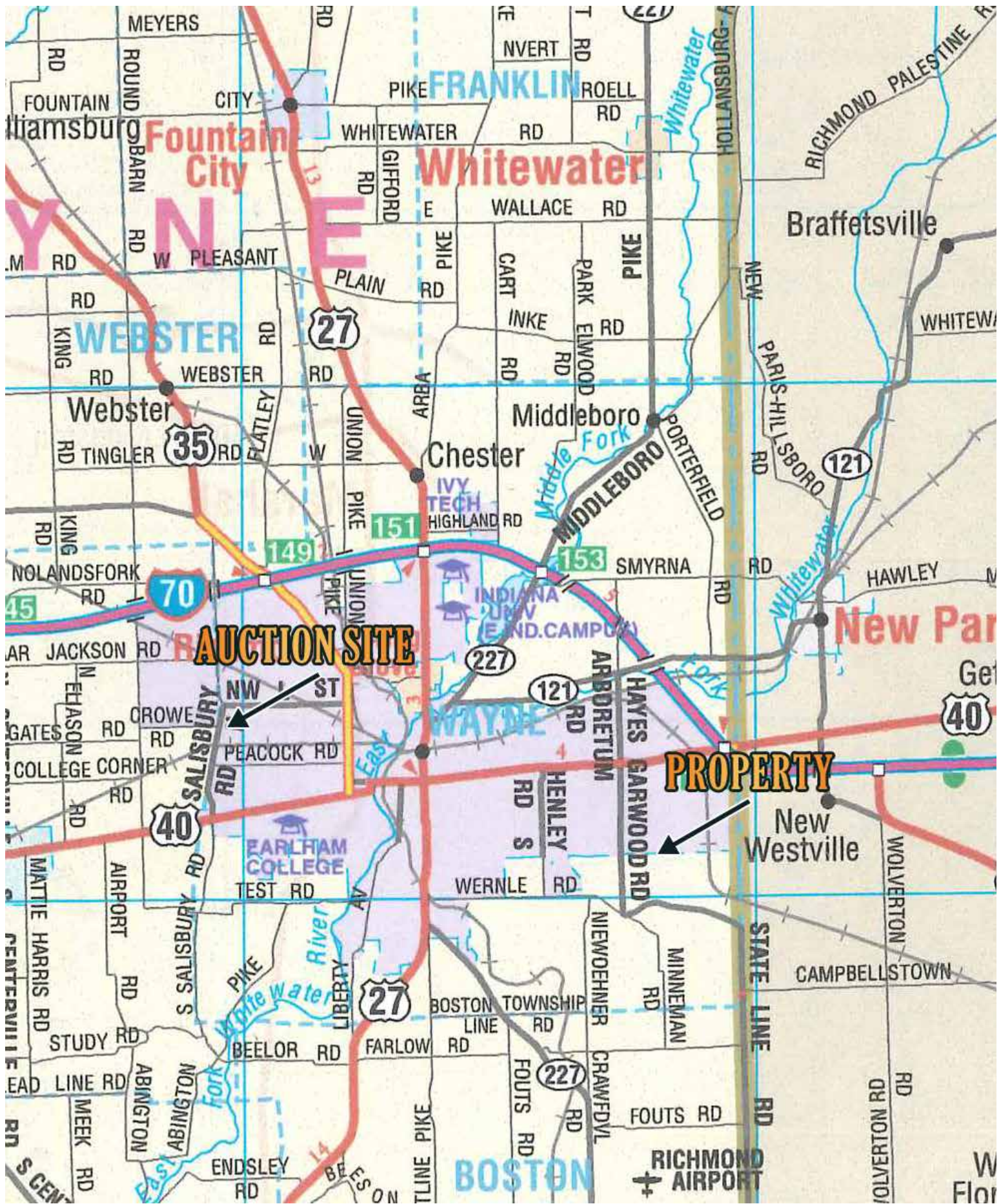
E-mail address of registered bidder: \_\_\_\_\_

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:  
kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.



# LOCATION MAPS

# LOCATION MAP



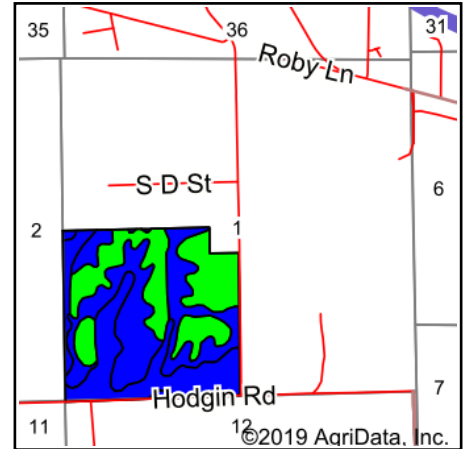
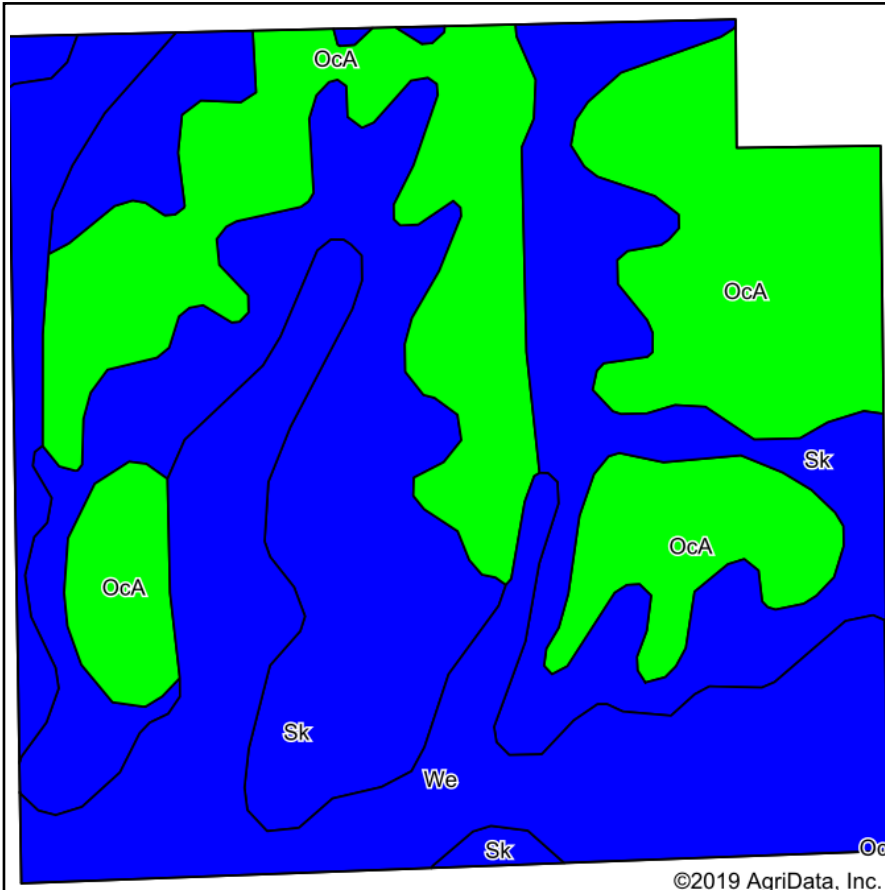
# **AERIAL & SOIL MAPS**

# AERIAL & SOIL MAPS



# AERIAL & SOIL MAPS

## Surety Soils Map



State: **Indiana**  
 County: **Wayne**  
 Location: **1-13N-1W**  
 Township: **Wayne**  
 Acres: **156.8**  
 Date: **1/7/2020**



Maps Provided By:



Soils data provided by USDA and NRCS.

Area Symbol: IN177, Soil Area Version: 21										
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Winter wheat	Soybeans	Pasture	Grass legume hay	Corn
Sk	Sleeth silt loam, 0 to 2 percent slopes	59.51	38.0%		Ilw	59	51	10		5 147
OcA	Ockley silt loam, 0 to 2 percent slopes	54.93	35.0%		I	43	38	7		4 106
We	Westland silty clay loam, 0 to 2 percent slopes	42.36	27.0%		Ilw	69	49	12		6 174
<b>Weighted Average</b>						<b>56.1</b>	<b>45.9</b>	<b>9.5</b>	<b>4.9</b>	<b>139.9</b>

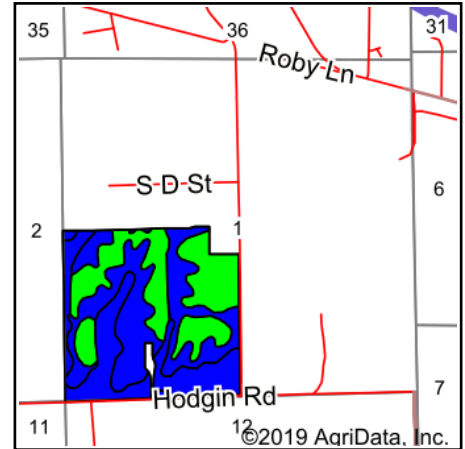
Soils data provided by USDA and NRCS.

# AERIAL & SOIL MAPS

## Tillable Soils Map



Soils data provided by USDA and NRCS.



State: **Indiana**  
 County: **Wayne**  
 Location: **1-13N-1W**  
 Township: **Wayne**  
 Acres: **153.94**  
 Date: **1/7/2020**



Maps Provided By:

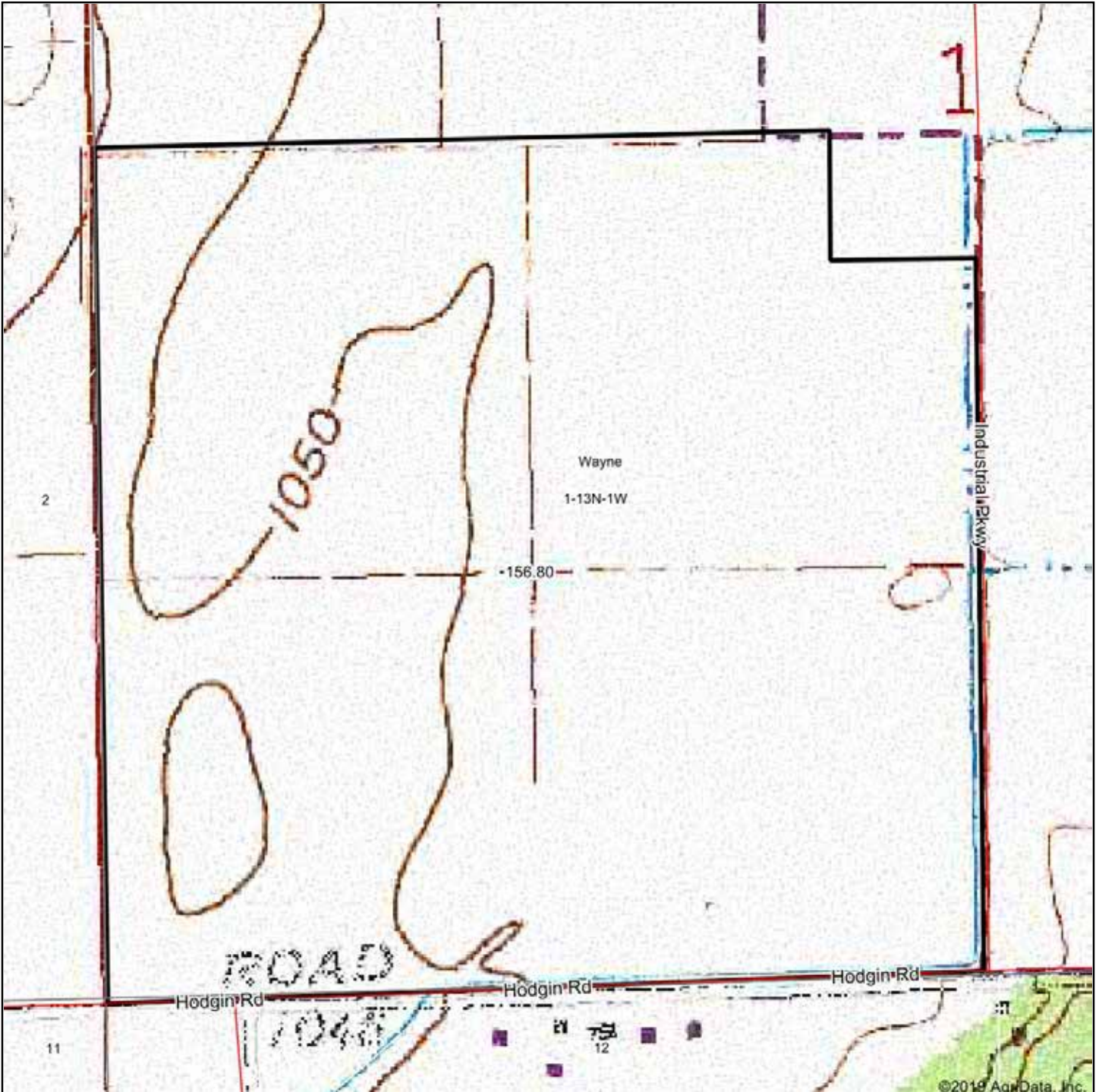


Area Symbol: IN177, Soil Area Version: 21										
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Grass legume hay	Pasture	Corn	Soybeans	Winter wheat
Sk	Sleeth silt loam, 0 to 2 percent slopes	58.33	37.9%		Ilw	5	10	147	51	59
OcA	Ockley silt loam, 0 to 2 percent slopes	54.54	35.4%		I	4	7	106	38	43
We	Westland silty clay loam, 0 to 2 percent slopes	41.07	26.7%		Ilw	6	12	174	49	69
<b>Weighted Average</b>						<b>4.9</b>	<b>9.5</b>	<b>139.7</b>	<b>45.9</b>	<b>56</b>

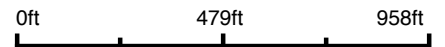
Soils data provided by USDA and NRCS.

# AERIAL & SOIL MAPS

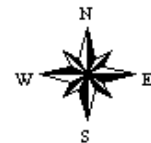
## Topography Map



map center: 39° 49' 4.44, -84° 49' 41.88



**1-13N-1W**  
**Wayne County**  
**Indiana**



1/7/2020

Maps Provided By:  
 **surety**  
CUSTOMIZED ONLINE MAPPING  
© AgriData, Inc. 2019 www.AgriDataInc.com

# AERIAL & SOIL MAPS

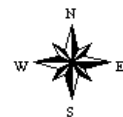
## Wetlands Map



State: **Indiana**  
 Location: **1-13N-1W**  
 County: **Wayne**  
 Township: **Wayne**  
 Date: **1/7/2020**



Maps Provided By:



0ft 1667ft 3333ft

Classification Code	Type	Acres
R5UBH	Riverine	1.54
R4SBC	Riverine	0.42
Total Acres		1.96

Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>

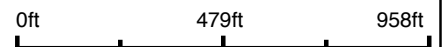


# AERIAL & SOIL MAPS

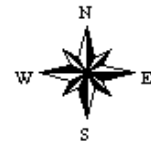
## Floodzone Map



Map Center: 39° 49' 4.44, -84° 49' 41.88



1-13N-1W  
Wayne County  
Indiana



1/7/2020



© AgriData, Inc. 2019 www.AgriDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008. Flood related information provided by FEMA



# **FSA INFO**

# FSA INFO

**FARM: 4973**

Indiana  
Wayne

U.S. Department of Agriculture  
Farm Service Agency

Prepared: 1/7/20 9:11 AM  
Crop Year: 2020

Report ID: FSA-156EZ

**Abbreviated 156 Farm Record**

Page: 1 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

<b>Operator Name</b>	<b>Farm Identifier</b>	<b>Recon Number</b>
<input type="text"/>		2009 18177 177

**Farms Associated with Operator:**

144, 148, 205, 1696, 1709, 1740, 1781, 1794, 1810, 2099, 3254, 4275, 4569, 4600, 4929, 4972, 4979, 4980, 5701

ARC/PLC G/IF Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
155.66	153.94	153.94	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP				
0.0	0.0	153.94	0.0	0.0				

ARC/PLC						
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default	
NONE	NONE	NONE	NONE	WHEAT, CORN, SOYBN	NONE	

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	11.1	52	0.0
CORN	103.3	127	0.0
SOYBEANS	15.5	41	0.0
<b>Total Base Acres:</b>	129.9		

Tract Number: 1948 Description M8/NC SEC1 TWP13N R1W

FSA Physical Location : Wayne, IN

ANSI Physical Location: Wayne, IN

BIA Range Unit Number:

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

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
155.66	153.94	153.94	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	153.94	0.0	0.0		

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	11.1	52	0.0
CORN	103.3	127	0.0

# FSA INFO

Indiana  
Wayne

U.S. Department of Agriculture  
Farm Service Agency

**FARM: 4973**

Prepared: 1/7/20 9:11 AM

Crop Year: 2020

Page: 2 of 2

Report ID: FSA-156EZ

### Abbreviated 156 Farm Record

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

---

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
SOYBEANS	15.5	41	0.0
<b>Total Base Acres:</b>	129.9		

Owners: QUIGG, JAMES

Other Producers: None

---

# FSA INFO

**USDA Farm 4973 Tract 1948**  
Administered by: Wayne County, Indiana

2019 Certification map prepared on: 5/23/2019  
155.66 Tract acres  
153.94 Cropland acres  
0 CRP acres

Source: Primarily, USDA NAIP 2018 Imagery; IDHS or Dynamap roads; FSA data 2019-05-16 09:04:59

**Wetland Determination Identifiers:**  
● Restricted Use **TRS: 13N1W1**  
▼ Limited Restrictions **Wayne Co., IN**  
■ Exempt from Conservation Compliance Provisions

**Wetland Determination Identifiers:**

CRP     CLU

● Restricted Use    **TRS: 13N1W1**

▼ Limited Restrictions    **Wayne Co., IN**

■ Exempt from Conservation Compliance Provisions

2019 Certification map prepared on: 5/23/2019  
155.66 Tract acres  
153.94 Cropland acres  
0 CRP acres

**All NIRR / Shares:**  
*unless noted.*

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

CLU	Acres	HEL	LC	Contract	Prac	Yr
1	153.94	N	2			
<b>IUse:</b>						
NI or IRR						
2	1.72	U	10			
<b>IUse:</b>						
NI or IRR						

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS

# **AQUIFER PROTECTION OVERLAY**

# AQUIFER PROTECTION OVERLAY

## Aquifer Protection Overlay (APO) District

### 3.07 APO District Intent, Effect on Uses, and Effect on Standards

District Intent	Effect on Land Uses	Effect on Development Standards
<p>The Aquifer Protection Overlay (APO) The intent of this District is to guide development and existing uses in those areas where an aquifer has been identified as deserving of detailed standards because of the existence of a wellfield providing potable water to the local water utility. This District also stems from Section 1428 of the 1986 Amendment to the Federal Safe Drinking Water Act that mandates that every State develop a Wellhead Protection Program to protect public water supplies which utilize a groundwater source.</p> <p><b>Land Use Restrictions</b></p> <ul style="list-style-type: none"><li>• Uses that utilize or contain volatile, poisonous, toxic, or other material hazardous to the potability of water are restricted or prohibited</li></ul> <p><b>Development Standard Restrictions</b></p> <ul style="list-style-type: none"><li>• Prevent the contamination of groundwater resources</li><li>• Prevent excessive extraction of the groundwater resources</li><li>• Regulate land-use activities that store, handle, or produce hazardous material</li><li>• Require the use of best management practices (regulatory and non-regulatory) for the protection of existing and future groundwater sources of drinking water</li><li>• Identify the responsibility of the City of Richmond, as the local governmental unit, and the Department of Metropolitan Development, as the responsible agent for the City, in protecting groundwater resources in the City of Richmond</li><li>• Prevent any increase in the risk of contamination of the aquifer from existing or future uses</li></ul> <p><b>Application of District</b></p> <ul style="list-style-type: none"><li>• Two Zoning Districts, designated as the East Aquifer Protection District and the West Aquifer Protection District are designated on the Official Zoning Map.</li></ul>	<p>All permitted uses in the base zoning district are permitted in the APO District except as prohibited in Section 3.10(G). All special exception uses permitted in the base zoning district are allowed as such in the APO District except as prohibited in Section 3.10(G).</p>	<p>The development standards from the base zoning district shall apply to the APO District in addition to the development standards described in Section 3.10.</p>



# AQUIFER PROTECTION OVERLAY

## Aquifer Protection Overlay (APO) District

### 3.08 APO District Applicability

The following requirements apply to all land within the APO District as defined in *Section 3.09: APO District Boundary*. Under no circumstances shall a planned development or rezoning of property change the applicability of the APO District's land use restrictions and additional development standards.

### 3.09 APO District Jurisdictional Boundary

Two Aquifer Protection areas are hereby established the Aquifer Protection Overlay (APO) District; An East Aquifer Protection District, and a West Aquifer Protection District and shall be noted independently on the Official Zoning Map.

### 3.10 APO District Development Standards

A. Exemptions: Notwithstanding any prohibition or other requirements under this Ordinance, special exemptions and limited exclusions are authorized for:

1. Transportation of any regulated substances through the Aquifer Protection Districts, provided the transporting vehicle is in continuous transit;
2. Storage of fuel and lubricants for on-site vehicle and/or machinery operations, either in above ground storage facilities or in underground storage tanks that meet U.S. EPA standards as set forth in IDEM requirements and regulations (*329 IAC 9-1-1*);
3. The use, storage, handling and/or production of regulated substances associated with non-routine maintenance or repair of property or equipment, shall be limited to normal business use, as identified in the information supplied for the Certificate of Conformance;
4. Regulated substances provided they are packaged for personal or household use or are present in the same form and concentration as a product packaged for use by the general public. In no case shall regulated substances claimed under this exclusion include hydrocarbons or halogenated hydrocarbon solvents. The inventory of such regulated substances shall be limited to normal business use, as identified in the information supplied for the Certificate of Conformance;
5. Office supplies that are used for the operation of on-site administrative offices, provided such supplies are prepackaged in a form ready for use;
6. Sales or distribution establishments that store and handle regulated substances for resale in their original containers;
7. Geotechnical borings; and
8. Facilities used in the transmission and distribution of electricity by an electric utility authorized to provide service in the Aquifer Protection District.

B. Water Recharge: Any storm water structure within the East Aquifer Protection District shall be designed to provide for a maximum rate of recharge into the groundwater system. Any recharge system shall be constructed to the satisfaction of the Engineer of the City of Richmond, Indiana preferably using low impact development techniques that serve to both detoxify pollution and provide for infiltration to recharge the aquifer. Acceptable examples include, but are not limited to, permeable pavements, bio-retention areas, constructed wetlands and grassy swales. The use of dry wells, French drains and gravel-lined ditches that do not provide for detoxification is prohibited. Site plans exceeding five acres must:

1. Include an approval by a licensed professional qualified in the field of groundwater hydrology; and
2. Be acceptable to the City Engineer.

C. Sanitary Sewers: Except where service is not currently available, all sewage disposal within the Districts must be through sanitary sewers and the publicly owned treatment works or holding tanks. Infiltration and leach field systems are prohibited. Sanitary sewer lines shall be inspected by the Richmond Sanitary District for exfiltration and/or infiltration at least once every five (5) years.

D. Paved Surfaces: The use of salt and other substances for ice control shall be minimized consistent with public highway safety requirements.

# AQUIFER PROTECTION OVERLAY

## Aquifer Protection Overlay (APO) District

Article

3

- E. **Outside Storage:** Hazardous substances as defined in *Section 3.10(G)* and regulated substances in storage containers totaling fifty-five (55) gallons or greater in whole or in part which have the potential to contaminate the aquifer and could leach or diffuse by rain or wind into the sub-surface soils either directly or indirectly shall be permitted to be stored outside only in areas with secondary containment and/or diversionary structures designed so that said leaching or diffusion of said materials or substances does not occur and an accidental spill is contained on an impermeable surface for total recapture.
- F. **Restrictions within the Districts:**
1. No facility shall be permitted to construct or cause to be constructed, any underground storage tanks, except as set out in *Section 3.10(A)(2)*.
  2. Fertilizers, pesticides (including, but not limited to: herbicides, insecticides, fungicides, rodenticides), or other leachable materials shall not be used in amounts which result in groundwater contamination and shall be used and disposed of in accordance with the state Pesticide Review Board and all federal label instructions;
  3. Disposal of liquid or leachable wastes on or in the land is prohibited;
  4. Extractive operations, except for potable quality water, are prohibited, except for construction, which may replace topsoil and re-vegetate as quickly as possible.
- G. **Special Restrictions within the Districts:** Except as allowed in *Section 3.10(A)*, the following uses remain prohibited in the Aquifer Protection Districts, even if they shall be allowed by right in the underlying zoning district:
1. **Regulated Substances:** The manufacturing, compounding, processing, packaging and/or assembling and storage of any federally regulated pesticides (including, but not limited to: herbicides, insecticides, fungicides, rodenticides and disinfectants), acids, radioactive materials, coke or gas, metal electroplating exclusively, chemical packaging facilities, composting, sanitary and/or demolition landfills, battery and/or tire storage and collection facilities, paper pulp, or the tanning of hides or the rendering of animals;
  2. **Land Application:** Land application of waste water, surface impoundments for waste treatment or storage, waste burning areas, pipelines except natural gas and water, and all classes of injection wells except geothermal heat pumps utilizing a “closed loop” system;
  3. **Hazardous Material Storage:** The manufacturing, compounding, processing, packaging and/or assembling and storage of hazardous materials, excluding manufacturing, compounding, processing, packaging and/or assembling and storage for on-site usage. These hazardous materials, as periodically updated, include:
    - a. Any hazardous substance, toxic, chemical or hazardous waste as listed in the following federal regulations:
      - i. Superfund Amendments and Reauthorization Act (SARA) of 1986, *Section 302 Extremely Hazardous Substances List (40 Code of Federal Regulations (C.F.R.) 300, App. A and B)*;
      - ii. Comprehensive Environmental Response Compensation and Liability Act Superfund (CERCLA) of 1980, Hazardous Substances List (40 C.F.R. 302, Table 302.4);
      - iii. SARA of 1986, *Section 313, Toxic Chemicals List (40 C.F.R. Section 372.45)*; and
      - iv. Resource Conservation and Recovery Act (RCRA) of 1976 and 1984 Amendments, Hazardous Wastes List (P and U Categories) (40 C.F.R. *Section 261.33 (e) and (f)*).
    - b. Note: The lists referenced in *Section 3.10(G)(3)(a)(i to iv)*, are summarized on the *Title III List of Lists – Chemicals Subject to Reporting Under Title III of the Superfund Amendments and Reauthorization Action (SARA) of 1986*, published July 1987, U.S. EPA. (See [www.epa.gov/ceppo/pubs/title3.pdf](http://www.epa.gov/ceppo/pubs/title3.pdf)).
    - c. If it can be demonstrated that the chemical characteristics of a specific hazardous material set forth in *Section 3.10(G)* above (such as, but not limited to, gases and insoluble solids) pose no risk to the aquifer, an exemption may be granted by the Department of Metropolitan Development in consultation with the Wayne County Emergency Management Agency.
  4. **Manufacturing of Regulated Substances:** The manufacturing, compounding, processing, packaging and/or assembling and storage of regulated substances not included in *Section 3.10(G)(3)* above must be in accordance with Best Management Practices.

# AQUIFER PROTECTION OVERLAY

## Aquifer Protection Overlay (APO) District

- H. **Best Management Practices Plan:** Businesses, facilities or activities that use or store regulated substances in excess of five (5) gallons of a liquid, or twenty-five (25) pounds of a solid, shall develop and maintain a Best Management Practices Plan that includes:
1. A list of Regulated Substances
  2. Secondary containment for storage and use area
  3. Disposal procedures
  4. Emergency spill procedures and notification
  5. Appropriate training for workers
  6. The management plan, which may include forms or information prepared for other governmental agencies, shall be placed on file with the Department of Metropolitan Development and the Wayne County Emergency Management Agency, and shall be updated in a timely manner whenever a change affecting the management plan occurs.

### 3.11 Process Supplement

- A. **Requirement for Conformance Certificate:** Prior to Preliminary Plan Approval by the Department of Metropolitan Development, the applicant shall provide a "Certificate of Conformance" with the Aquifer Protection District Ordinance, issued by the City Engineer of the City of Richmond, in a timely manner, for all proposed land-use activities in the East and West Districts within the City of Richmond. A building permit in conformity with this Ordinance shall be required prior to the commencement of any development activity.

### 3.12 Monitoring

- A. **Inspections:** Inspections, during normal business hours, may be required to verify compliance with the Aquifer Protection Ordinance. Such inspections shall be performed by the City of Richmond or its designee.
- B. **Reporting of Discharges:** The discharge of greater than ten (10) pounds or one (1) gallon of any regulated substance shall be reported immediately by the facility owner, operator, or responsible party by calling 911. Discharges of hazardous materials shall comply with Federal EPA reporting requirements.

### 3.13 Administration

- A. **Review and Administration:** The Department of Metropolitan Development shall be responsible for the review of all development plans within the Aquifer Protection Districts, and other related matters that may arise in the administration of this Ordinance.
- B. **Reporting Requirements:** It shall be the responsibility of the City of Richmond Department of Metropolitan Development to provide the Wellhead Protection Local Planning Team with copies of Conformance Certificates, Regulated Substances registration information and Facilities Inspection Reports.



# PROJECTED TAX INFO

# PROJECTED TAX INFO

## TAX INFORMATION

### QUIGG TRUST FARM

2018 pay 2019 taxes on the entire property was  
\$4,908.00 or \$ 31.46/acre+-

#### *PROJECTED TAXES PER TRACT*

Tract 1: \$ 2,328.04/ yr.

Tract 2: \$ 2,579.72/ yr.

\*Estimated Split (not warranted)

*Information was obtained from the Wayne County Auditor's Website and is not warranted by  
the Auction Company.*

**PRELIMINARY TITLE**

# PRELIMINARY TITLE



File No.: 2020-0007

**COMMITMENT FOR TITLE INSURANCE**  
Issued by  
**FIDELITY NATIONAL 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.

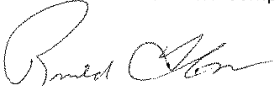
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, 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, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

By:   
Authorized Signatory  
See Above  
Abstracts of Richmond, Inc.  
25 N 8th St  
Richmond, IN 47374  
Tel: 765-935-7020  
Fax: 765-935-0589

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

By:   
President  
Attest:   
Secretary

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.





# PRELIMINARY TITLE

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - b. "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - c. "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - d. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - e. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - f. "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - g. "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - h. "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements; and
  - f. Schedule B, Part II—Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



# PRELIMINARY TITLE

incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

- e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
- f. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. In any event, the Company's liability is limited by the terms and provisions of the Policy.

## **6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- c. Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## **7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

## **8. PRO-FORMA POLICY**

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

## **9. ARBITRATION**

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

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



# PRELIMINARY TITLE

Issuing Agent: **Abstracts of Richmond, Inc.**  
Issuing Office: **25 North 8th Street, Richmond, IN 47374**  
ALTA® Universal ID:  
Loan ID Number:  
Commitment Number: **2020-0007**  
Issuing Office File Number: **2020-0007**  
Property Address: **Hodgin Road, Richmond, IN 47374**

## SCHEDULE A

1. Commitment Date: **December 31, 2019 at 8:00 a.m.**
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy  
Proposed Insured: **To Be Determined**  
Proposed Policy Amount: **To Be Determined**
  - [(b) 2006 ALTA® Loan Policy  
Proposed Insured: **To Be Determined**  
9.3-06 Endorsement and Alta 8.1 Endorsement  
Proposed Policy Amount: **To Be Determined**
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
**Eighty Percent (80%) undivided interest to the Trustee of James R. Quigg, Jr. Revocable Generation Skipping Trust Agreement, dated February 13, 2015, and a Ten Percent (10%) undivided interest to James R. Quigg, III and a Ten Percent (10%) undivided interest to William M. Quigg**
5. The Land is described as follows:  
(See Exhibit A attached)  
Map No. **50-01-000-301.000-29**  
State Parcel No. **89-18-01-000-301.000-030**  
**Wayne** County  
**Taxing Unit** – Richmond

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

# PRELIMINARY TITLE

## EXHIBIT "A"

**The Southwest Quarter of Section One (1), Township Thirteen (13) North, Range One (1) West, containing in all one hundred sixty (160) acres, more or less.**

### **EXCEPTING THEREFROM:**

**Being a part of the Southwest Quarter of Section 1, Township 13 North, Range 1 West in Wayne Township, Wayne County, Indiana, and being more particularly described as follows:**

**Beginning at a Copperweld found at the northeast corner of the Southwest Quarter of said Section 1, and running thence from said beginning point, south 0 degrees, 52 minutes and 27 seconds west, along the east line of said Southwest Quarter, 400.00 feet to an iron rod set; thence north 89 degrees, 45 minutes and 55 seconds west, parallel to the north line of said Southwest Quarter 450.00 feet to an iron rod set; thence north 0 degrees, 52 minutes and 27 seconds east, parallel to the east line of said Southwest Quarter, 400.00 feet to an iron rod set in the north line of said Southwest Quarter; thence south 89 degrees, 45 minutes and 55 seconds east, along said north line, 450.00 feet to the place of beginning, containing an area of 4.132 acres. ✓**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance 8-1-16



# PRELIMINARY TITLE

## SCHEDULE B, PART I

### Requirements

All of the following Requirements must be met:

1. TRUSTEE'S DEED:  
FROM: **Eighty Percent (80%) undivided interest to the Trustee of James R. Quigg, Jr. Revocable Generation Skipping Trust Agreement, dated February 13, 2015, and a Ten Percent (10%) undivided interest to James R. Quigg, III and a Ten Percent (10%) undivided interest to William M. Quigg**  
TO: **To Be Determined**
2. MORTGAGE:  
FROM: **To Be Determined**  
TO: **To Be Determined**
3. 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.
4. Pay the agreed amount for the estate or interest to be insured.
5. Pay the premiums, fees, and charges for the Policy to the Company.
6. 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.  
*(Documents to be listed here)*
7. Filing of Disclosure of Sales Information Form with the **Wayne** County Auditor.
8. Trustee's Deed to identify the Trustee of the Trusts and to contain a recital stating that such Trustees have the authority to convey the Trust property.
9. Provide the company with a certification of trust prepared in accordance with the provisions of Indiana Code 30-4-4-5 that addresses the authority of the trustee/successor trustee to execute the documents herein required to affect the insured transaction.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance 8-1-16



# PRELIMINARY TITLE

**\*\*Note\*\*** Indiana Code 27-7-3.7-1 et seq. concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 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.

**\*\*Note\*\*** By virtue of I.C. 27-7-3.6, a fee of \$5 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.

# PRELIMINARY TITLE

## SCHEDULE B, PART II

### Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I – Requirements are met.]

2. Real estate taxes assessed for the year 2018 are a lien and are due in two installments payable May 10 and November 10, 2019

Assessed in the name of: Eighty Percent (80%) undivided interest to the Trustee of James R. Quigg, Jr. Revocable Generation Skipping Trust Agreement, dated February 13, 2015, and a Ten Percent (10%) undivided interest of James R. Quigg, III and a Ten Percent (10%) undivided interest to William M. Quigg

Parcel No.: 029-01581-00

Taxing Unit and Code: Richmond

Land: 245,400

Improvements: None

Exemptions: None

May installment of \$ 2,454.00, Paid

November installment of \$ 2,454.00, Paid

3. Real estate taxes assessed for the year 2019 are a lien but are not yet due and payable.
4. The acreage indicated in the legal description is solely for the purpose of identifying said tract and should not be construed as insuring the quantity of land.
5. Right of way for drainage tiles, ditches, feeders and laterals, if any.
6. Right-of-way of Hodgkin Road as shown on the map in the office of the Auditor of Wayne County, Indiana.
7. Perpetual easement of 30' in width running east and west along the entire south property line of the above described excepted parcel, which easement was reserved for ingress and egress pursuant to the terms of that Warranty Deed from Grantor herein to Plastics Machinery Technology, Inc.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

ALTA Commitment for Title Insurance 8-1-16

Copyright American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



# PRELIMINARY TITLE

## OWNER'S POLICY:

1. We have made a judgment search on **To Be Determined**, and found the following: To Be Determined.
2. Mortgage from **To Be Determined** to **To Be Determined**.

## **NOTE: ANY POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTIONS:**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties other than Insured in actual possession of any or all of the property.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land Survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
4. Unfiled mechanic's or materialmen's liens.
5. Easements or claims of easements, not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public record.

Note: The Policy(s) of Insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.



**PHOTOS**

# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS





# PHOTOS







**SCHRADER REAL ESTATE & AUCTION CO., INC.**

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

**260-244-7606 or 800-451-2709**

**SchraderAuction.com**

