

Noble County - Kendallville, Indiana

Real Estate **AUCTION**

INFORMATION BOOK

119±

Acres

Offered in 5 Tracts & Combinations

*One of a Kind Property!
Rare Opportunity to Bid on Beautiful,
Rolling Acres & Improvements!*



MONDAY, MARCH 27 • 6PM

- Tracts Range from 17-29± Acres • Improvements Include Large Outbuilding with Finished Apartment, Horse Barn & Pole Barns • Wooded & Recreational Acreage
- Abundance of Wildlife & Good Hunting Potential • Pond, Fenced Pasture Area & Tillable Land



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: Randy Dickerhoof Estate, Rachael Dickerhoof Personal Representative



SCHRADER REAL ESTATE & AUCTION CO., INC.
950 N. Liberty Dr., Columbia City, IN 46725
260-244-7606 or 800-451-2709
SchraderAuction.com

TERMS & CONDITIONS:

PROCEDURE: This property will be offered at oral auction in 5 individual tracts, any combination of tracts, or as a total unit. There will be open bidding on individual tracts & the combination of tracts during the auction, until the close of the auction as determined by the auctioneer.

DOWN PAYMENT: A 10% down payment is due the day of auction for individual tracts or combination of tracts. The down payment will be made the day of auction, immediately following the auction, w/ the balance in cash at closing. The down payment may be made in the form of cashier's check, personal check or corporate check. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed, & are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: All successful bidders will be required to enter into a purchase agreement at the auction site immediately following the close of the auction. All final bid prices are subject to the seller's rejection or acceptance.

EVIDENCE OF TITLE: Seller shall provide an owner's title insurance policy in the amount of the purchase price.

DEED: Seller shall provide a Personal Representative's Deed(s).

CLOSING: The balance of the purchase price is due at closing. A targeted closing date will be approx. 30 days after the auction, or as soon thereafter as applicable closing documents are completed by the seller. Costs for an administered closing shall be shared 50:50 between Buyer(s) & Seller. Any costs

associated w/ securing a mortgage shall be paid by the buyer(s).

POSSESSION: Possession of all tracts & combination of tracts will be the day of closing immediately following the closing.

REAL ESTATE TAXES: The 2022 due & payable 2023 real estate taxes shall be paid by the seller. The 2023 due & payable 2023 real estate taxes shall be prorated to the date of closing.

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries & due diligence concerning the property. Inspection dates have been scheduled & will be staffed w/ auction personnel. Further, Seller disclaims any & all responsibility for Bidders safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

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

SURVEY: New surveys will be completed only where there is no existing legal description or where new boundaries are created by the tract divisions in the auction. Any need for a new survey shall be determined solely by the seller. Seller & successful bidders shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the seller's option & sufficient for providing title insurance. Final sales price shall be adjusted to reflect any difference between advertised acres & surveyed acres, except w/ respect to

auction tract 3.

AGENCY: Schrader Real Estate & Auction Company, Inc. & its representatives are exclusive agents of the Seller.

DISCLAIMER & ABSENCE OF WARRANTIES: All info contained in this brochure & all related materials are subject to the terms & conditions outlined in the Purchase Agreement. The property is being sold on an AS IS, WHERE IS basis, & no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company, including if any or all the auction tracts qualify for any kind of residential development. All tracts are being offered for recreational & farming purposes only. All sketches & dimensions in the brochure are approx.. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, & due diligence concerning the property. The info contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction & increments of bidding are at the direction & discretion of the Auctioneer. The Seller & Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

MONDAY, MARCH 27, 2023

119± ACRES – NOBLE COUNTY, INDIANA

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

Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Monday, March 20, 2023.
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
119± Acres • Noble County, Indiana
Monday, March 27, 2023

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 Monday, March 27, 2023 at 6:00 PM. (EST)
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

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

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

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, Monday, March 20, 2023**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

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 260-244-7606.

LOCATION & TRACT MAPS

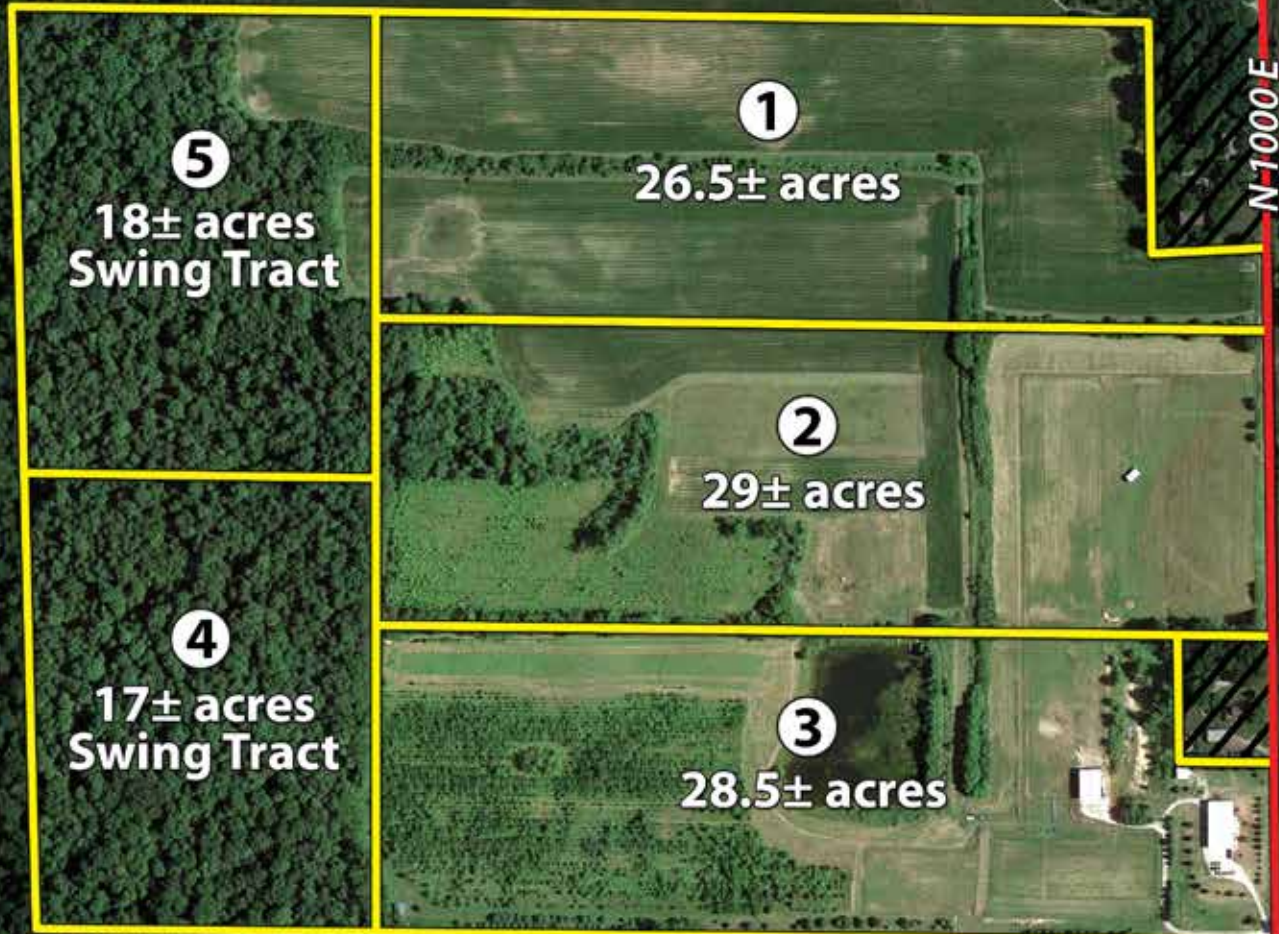
LOCATION & TRACT MAPS



AUCTION LOCATION: Noble County Fairgrounds (auction held in the Log Cabin Building), 580 Fair St, Kendallville, IN 46755

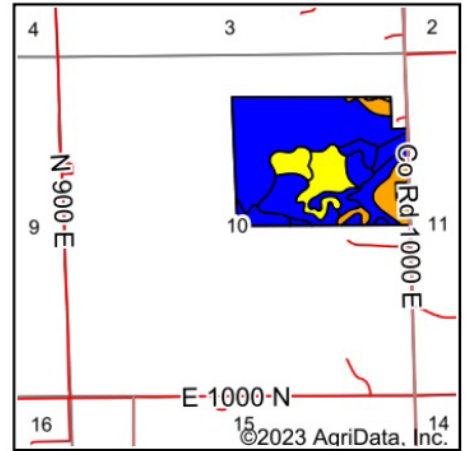
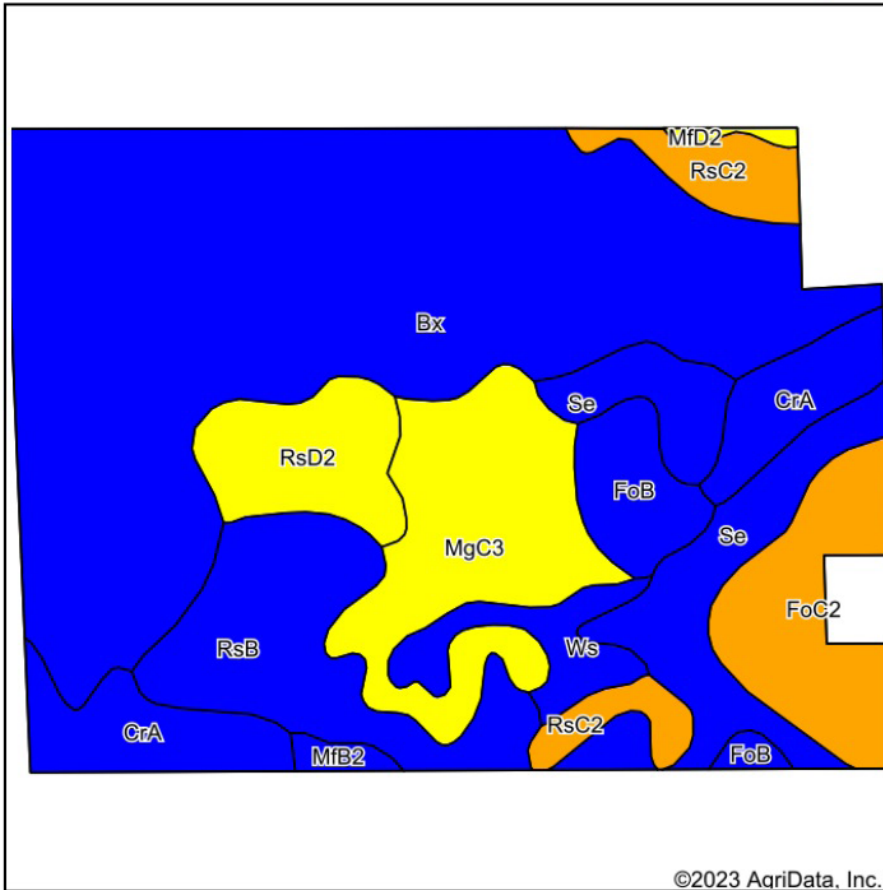
PROPERTY LOCATION: 10555 N 1000 E, Kendallville, IN 46755

LOCATION & TRACT MAPS



MAPS

SURETY SOILS MAP



State: **Indiana**
 County: **Noble**
 Location: **10-35N-11E**
 Township: **Wayne**
 Acres: **119.97**
 Date: **1/20/2023**



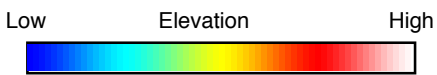
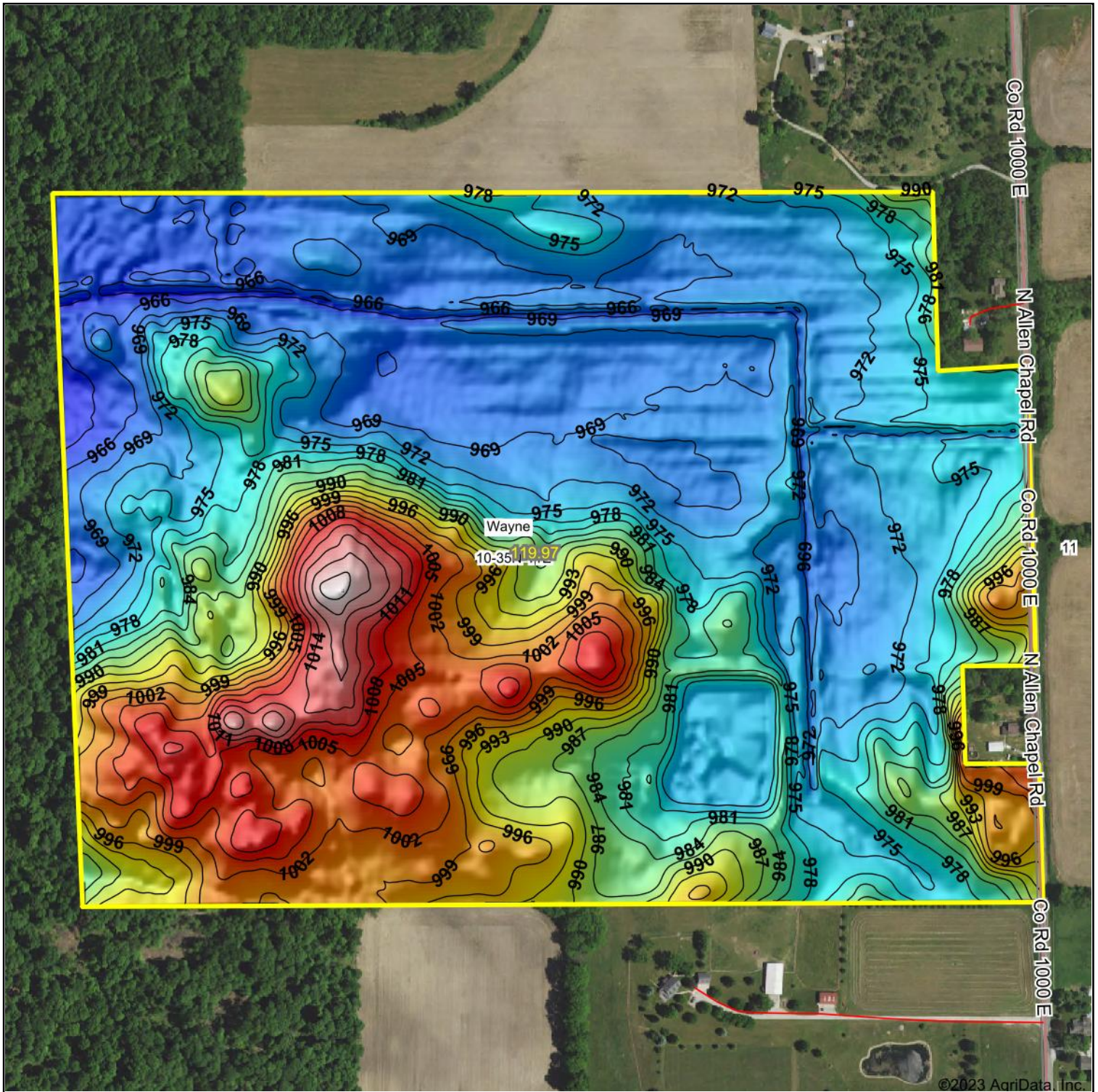
Maps Provided By
surety
 CUSTOMIZED ONLINE MAPPING
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Soils data provided by USDA and NRCS.

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Alfafa Tons	Corn Bu	Corn silage Tons	Grass legume hay Tons	Grass legume pasture AUM	Pasture AUM	Soybeans Bu	Winter wheat Bu	
Bx	Brookston silt loam	53.42	44.5%		IIw		175	24	6		12	49	70	
MgC3	Miami clay loam, 6 to 12 percent slopes, severely eroded	12.32	10.3%		IVe		121		4		8	41	54	
RsB	Riddles sandy loam, 1 to 6 percent slopes	11.29	9.4%		IIe		143		5	9		49	58	
Se	Sebewa loam, drained, 0 to 1 percent slopes	9.74	8.1%		IIw		133		4		9	37	65	
CrA	Crosier loam, 0 to 2 percent slopes	7.68	6.4%		IIw		154		5		10	50	69	
FoC2	Fox sandy loam, Huron Lobe, 6 to 12 percent slopes, eroded	7.62	6.4%		IIIe	4	89	14	3	6		29	43	
RsD2	Riddles sandy loam, 12 to 18 percent slopes	5.50	4.6%		IVe		118		4	8		41	48	
RsC2	Riddles sandy loam, 6 to 12 percent slopes, eroded	4.24	3.5%		IIIe		129		4	8		45	53	
FoB	Fox sandy loam, till plain, 2 to 6 percent slopes	3.99	3.3%		IIe	5	98	18	3	6		33	48	
Ws	Washtenaw silt loam	3.17	2.6%		IIw		170	22	6		11	51	68	
MfB2	Miami loam, 2 to 6 percent slopes, eroded	0.65	0.5%		IIe		143	19	5	9		49	64	
MfD2	Miami loam, 12 to 18 percent slopes, eroded	0.35	0.3%		IVe		120	18	4	8		41	54	
14	Weighted Average					2.40	0.4	149	12.9	5	2.1	7.8	45	62.6

TOPOGRAPHY HILLSHADE MAP



Source: USGS 3 meter dem

Interval(ft): 3

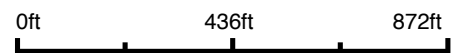
Min: 961.2

Max: 1,024.6

Range: 63.4

Average: 981.7

Standard Deviation: 14.37 ft



1/20/2023

10-35N-11E
Noble County
Indiana

map center: 41° 30' 21.42, -85° 14' 12.87

SCHRADER
Real Estate and Auction Company, Inc.

Maps Provided By

surety
CUSTOMIZED ONLINE MAPPING

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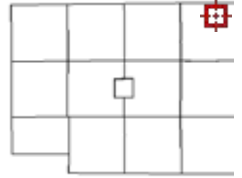
www.AgriDataInc.com

TILE MAP

TILE MAP



Overview



Legend

- Street Centerlines**
 - US STATE
 - STATE
 - COUNTY
 - COUNTY NONMAINTAINED
 - MUNICIPAL
 - ADJACENT COUNTY ROADS
- Hwy Shields**
 - Land Hooks
 - Legal Drains - Tile
 - Legal Drains - Open
 - Tile 75 FT Right of Way Esmt.
 - Open 75 FT Right of Way Esmt.
- Parcel Numbers (Assessor)**
 - Parcels (Assessor)
 - Parcels (Surveyor)
- Railroads**
- Corporate Limits**
- Township Boundaries**

Parcel ID	57-07-10-100-007.000-019	Alternate ID	007-100042-00	Owner Address	Dickerhoof Randy A 10555 N 1000 E Kendallville, IN 46755
Sec/Twp/Rng	--	Class	AGRICULTURAL - CASH GRAIN/GENERAL FARM		
Property Address	10555 N 1000 E KENDALLVILLE	Acreage	38.790		
District	57019 Wayne Twp				
Brief Tax Description	S1/2 S1/2 Ne1/4 Sec 10 38.79a <i>(Note: Not to be used on legal documents)</i>				

Date created: 2/26/2023
Last Data Uploaded: 2/24/2023 4:39:18 AM

CRP INFORMATION

CRP INFORMATION



CRP INFORMATION

INDIANA
NOBLE
Form: FSA-156EZ



Abbreviated 156 Farm Record

FARM : 6143
Prepared : 2/8/23 1:00 PM CST
Crop Year : 2023

See Page 2 for non-discriminatory Statements.

Operator Name : J & K ROBERTSON FARMS INC
CRP Contract Number(s) : 11031A, 11298A, 11347B, 11348B
Recon ID : None
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
118.86	73.90	78.50	0.00	0.00	23.13	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	55.37	0.00		0.00		0.00	4.60	0.00

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	0.19	0.01	39	
Corn	41.03	7.97	133	
Soybeans	14.15	9.65	35	0
TOTAL	55.37	17.63		

NOTES

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Tract Number : 14174
Description : SEC 10 WAYNE TWP
FSA Physical Location : INDIANA/NOBLE
ANSI Physical Location : INDIANA/NOBLE
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : RANDY ALAN DICKERHOOF ESTATE
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
118.86	73.90	78.50	0.00	0.00	23.13	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	55.37	0.00	0.00	0.00	4.60	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield

CRP INFORMATION

INDIANA
NOBLE
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 6143
Prepared : 2/8/23 1:00 PM CST
Crop Year : 2023

Tract 14174 Continued ...

Wheat	0.19	0.01	39
Corn	41.03	7.97	133
Soybeans	14.15	9.65	35
TOTAL	55.37	17.63	

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

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

CRP INFORMATION

CRP-1 (07-06-20)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		1. ST. & CO. CODE & ADMIN. LOCATION 18 113		2. SIGN-UP NUMBER 54	
CONSERVATION RESERVE PROGRAM CONTRACT				3. CONTRACT NUMBER 11298A		4. ACRES FOR ENROLLMENT 9.06	
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) NOBLE COUNTY FARM SERVICE AGENCY 100 E. PARK DRIVE ALBION, IN46701-1437				6. TRACT NUMBER 14174		7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10-01-2020 09-30-2035	
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (260) 636-7682				8. SIGNUP TYPE: General			
<p style="text-align: center;">RECEIVED NOV 07 2022</p> <p>NOBLE COUNTY FSA 100 E PARK DRIVE ALBION, IN 46701</p>							
<p>THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.</p>							
9A. Rental Rate Per Acre \$ 105.40		10. Identification of CRP Land (See Page 2 for additional space)					
9B. Annual Contract Payment \$ 955.00		A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share	
9C. First Year Payment \$		14174	0024	CP38C-3A	6.34	\$ 1,680.00	
(Item 9C is applicable only when the first year payment is prorated.)		14174	0025	CP38C-3A	2.72	\$ 721.00	
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)							
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) <small>RACHEL ALBERT DICKERHOFF ESTATE RACHEL DICKERHOFF 1610 ROMNEY CT FORT WAYNE, IN46802-1898</small>		(2) SHARE 100.00 %	(3) SIGNATURE (By) <i>Rachel Dickershoff</i>	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY Executor/daughter		(5) DATE (MM-DD-YYYY) 11/04/2022	
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)	
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)	
12. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE <i>Jennifer Bologna Cd</i>				B. DATE (MM-DD-YYYY) 12/20/22	
<p>NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.</p> <p>Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</p> <p>In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.</p> <p>Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.</p> <p>To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov USDA is an equal opportunity provider, employer, and lender.</p>							

CRP INFORMATION

CRP-1 (07-06-20)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		1. ST. & CO. CODE & ADMIN. LOCATION 18 113		2. SIGN-UP NUMBER 53	
CONSERVATION RESERVE PROGRAM CONTRACT				3. CONTRACT NUMBER 11348B		4. ACRES FOR ENROLLMENT 2.61	
				6. TRACT NUMBER 14174		7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10-01-2020 09-30-2030	
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) NOBLE COUNTY FARM SERVICE AGENCY 100 E. PARK DRIVE ALBION, IN46701-1437				8. SIGNUP TYPE: Continuous			
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (260) 636-7682				NOBLE COUNTY FSA 100 E PARK DRIVE ALBION, IN 46701			
<p style="text-align: center;">RECEIVED NOV 07 2022</p> <p>THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.</p>							
9A. Rental Rate Per Acre \$ 91.62		10. Identification of CRP Land (See Page 2 for additional space)					
9B. Annual Contract Payment \$ 239.00		A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share	
9C. First Year Payment \$		14174	28	CP33	2.61	\$ 0.00	
(Item 9C is applicable only when the first year payment is prorated.)							
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)							
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) RANDEZ ALAN DICKERHOOF ESTATE RACHAEL DICKERHOOF 1610 FRYBANE CT FORT WAYNE, IN46808-1898		(2) SHARE 100.00 %	(3) SIGNATURE (By) <i>Rachael Dickeroof</i>	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY Executor/Daughter	(5) DATE (MM-DD-YYYY) 11/4/2022		
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)		
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)		
12. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE <i>Jennifer Bullock</i>				B. DATE (MM-DD-YYYY) 12/20/22	
<p>NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.</p> <p>Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</p> <p>In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.</p> <p>Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.</p> <p>To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.</p>							

CRP INFORMATION

CRP-1 U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation CONSERVATION RESERVE PROGRAM CONTRACT		1. ST. & CO. CODE & ADMIN. LOCATION 18 113		2. SIGN-UP NUMBER 47	
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) NOBLE COUNTY FARM SERVICE AGENCY 100 E. PARK DRIVE ALBION, IN46701-1437		3. CONTRACT NUMBER 11031A		4. ACRES FOR ENROLLMENT 6.50	
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (260) 636-7682		6. TRACT NUMBER 14174		7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 03-01-2015 TO: (MM-DD-YYYY) 09-30-2025	
8. SIGNUP TYPE: SAFE - Indiana Bat SAFE		RECEIVED NOV 07 2022			
THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.					
9A. Rental Rate Per Acre \$ 143.18		10. Identification of CRP Land (See Page 2 for additional space)			
9B. Annual Contract Payment \$ 931.00		A. Tract No.	B. Field No.	C. Practice No.	E. Total Estimated Cost-Share
9C. First Year Payment \$		14174	21	CP38C-3A	\$ 138.00
(Item 9C is applicable only when the first year payment is prorated.)		14174	22	CP38C-3A	\$ 92.00
		14174	23	CP38C-3A	\$ 1,265.00
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)					
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) <small>RANDY ALAN DICKERHOFF ESTATE RACHAEL DICKERHOFF 1610 POMME CT FORT WAYNE, IN46808-1888</small>		(2) SHARE 100.00 %	(3) SIGNATURE (By) <i>Rachael Dickhoff</i>	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY Executor/Daughter	(5) DATE (MM-DD-YYYY) 11/04/2022
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
12. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE <i>Jennifer Balena Ced</i>			B. DATE (MM-DD-YYYY) 12/20/22
NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.					
Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.					

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

CRP INFORMATION

CRP-1 (07-06-20)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		1. ST. & CO. CODE & ADMIN. LOCATION 18 113		2. SIGN-UP NUMBER 53		
CONSERVATION RESERVE PROGRAM CONTRACT				3. CONTRACT NUMBER 11347B		4. ACRES FOR ENROLLMENT 4.96		
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) NOBLE COUNTY FARM SERVICE AGENCY 100 E. PARK DRIVE ALBION, IN46701-1437				6. TRACT NUMBER 14174		7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10-01-2020 09-30-2030		
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (260) 636-7682				8. SIGNUP TYPE: Continuous				
RECEIVED NOV 07 2022								
THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.								
9A. Rental Rate Per Acre \$ 135.00				10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment \$ 670.00				A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment \$				14174	14	CP21	2.70	\$ 0.00
(Item 9C is applicable only when the first year payment is prorated.)				14174	26	CP21	1.21	\$ 0.00
				14174	27	CP21	1.05	\$ 0.00
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)								
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) <small>RACHEL ANNE DICKERHOFF ESTATE RACHAEL DICKERHOFF 1610 RICHMAN CT FORT WAYNE, IN46808-1998</small>		(2) SHARE 100.00 %	(3) SIGNATURE (By) <i>Rachael Dickerhoff</i>	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY <i>Executor/daughter</i>	(5) DATE (MM-DD-YYYY) <i>11/4/22</i>			
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)			
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)			
12. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE <i>Donna Bolinger Ad</i>				B. DATE (MM-DD-YYYY) <i>12/20/22</i>		
NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.								
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DRIVEWAY PERMITS

DRIVEWAY PERMITS - TRACT 1



Noble County Highway Department

1118 E. MAIN STREET
ALBION, INDIANA 46701
TELEPHONE (260) 636-2124
FAX (260) 636-2542
E-MAIL: highway@nobleco.us




DRIVEWAY PERMIT-VALID FOR ONE (1) YEAR FROM DATE ISSUED

Date Applied: 01/31/2023 Permit Number: NCD-009-23
First Name of Owner: RANDY Last Name of Owner: DICKERHOOF
Contractors Name: DEAN RUMMELL Contractors Phone Number: 260-343-8511
Mail To: Owner Mailing Street Address: 10555N 1000E
Mailing City: KENDALLVILLE Mailing State: IN Mailing Zip code: 46755
Home Phone Number: NA Work Phone Number: NA
Cell Phone Number: NA Township: Wayne Section Number: 10
Site Street Address: 1000 E Side of Road: West
Site City: KENDALLVILLE Site State: IN Site Zip code: 46755
Between Roads: 1000 N And: 1100 N
Subdivision: NA Lot Number: 0
Type of Drive: Gravel/Stone Existing Drive Used For: NA

Effective April 27, 2009, the Noble County Commissioners approved a Noble County Highway Driveway Ordinance, Ordinance Number 2009-2, amending Ordinance Number 2002-8. The property owner(s) should be aware that side ditches are necessary for the maintenance of county roads and it may be necessary that a pipe be placed under the driveway. The minimum pipe size/length under driveway approaches shall be 12 inches in diameter and 30 feet long. Side ditches must be constructed by the owner to allow unrestricted flow of water in the right-of-way. Any/all work done within the R-O-W (including landscaping) requires a permit. It is the property owner(s) responsibility to check for any designated wetland area, legal tile drains, and/or open legal ditches area at this driveway site location.

When placing an asphalt or concrete driveway, drive must be level with the road or a 1/2 inch below road level.

In the event, the marked area does not meet Noble County standards, Noble County reserves the right to relocate the stakes to the nearest satisfactory location as a suggested alternative. If the location is not satisfactory to the owner, a new location can be marked by the owner and an additional permit check can be performed.

Signature of Applicant: 

Name of Applicant: DEAN RUMMELL

Fee Paid: \$0.00 Fee Received By: CW Payment: NONE

DRIVEWAY PERMITS - TRACT 1

DRIVEWAY SITE: INITIAL DRIVEWAY OR REINSPECTION

Date Inspected: 02/02/2023 Permit Number: NCD-009-23
Inspectors Name: Robert Hull Driveway Site: Pre Check
Feet from Center of Drive to Boundary: _____ Boundary Line Direction for Distance: _____
Feet from Center to Opposite Boundary: _____ Opposite Boundary Line Direction: _____
Size Pipe Required: 12 inch 30 feet Right-of-Way: 40'
Is Correct Pipe Placed: _____ Pipe in Proper Drainage Position: _____
Proper Drainage or Ditches Installed: _____
Driveway Site Placement: _____ Speed Limit: 55 Required Sight Distance (FT): _____
Insufficient Sight Distance (at originally marked site): _____
Direction to the Boundary Line: _____ Feet Short of Sight Distance: _____
Opposite Direction to the Boundary Line: _____ Opposite Feet Short of Sight Distance: _____

REMARKS: PLEASE CALL FOR A FINAL INSPECTION. WHEN A DRIVEWAY PIPE IS REQUIRED, IT MUST BE A MINIMUM OF A 12 INCH X 30 FOOT TRIPLE WALL PLASTIC OR METAL DRIVEWAY PIPE. NORTH DRIVEWAY

EXTRA: NCHD DEPT SUGGESTS PLACING DRIVEWAY ON NORTHERN 2/3 OF ROAD FRONTAGE.

See Map

Driveway Site Decision: Precheck Date: 02/02/2023
Inspectors Signature: Rob Hull/ra County Engineer/ Highway Supt: Richard Roguska

DRIVEWAY SITE REINSPECTION:

Date Reinspected: _____
(2) Name of Inspector: Robert Hull (2) Driveway Site: Approved
(2) Feet from Center of Drive to Boundary: _____ (2) Boundary Line Direction for Distance: _____
(2) Feet from Center to Opposite Boundary: _____ (2) Opposite Boundary Line Direction: _____
(2) Size Pipe Required: 12 inches by 30 feet (2) Right-of-Way: 40'

REMARKS:

(2) Driveway Site Decision: Approved (2) Date: _____
(2) Inspectors Signature: _____ (2) County Engineer/ Highway Supt: _____

DRIVEWAY PERMITS - TRACT 1



DRIVEWAY PERMITS - TRACT 2



Noble County Highway Department

1118 E. MAIN STREET
ALBION, INDIANA 46701
TELEPHONE (260) 636-2124
FAX (260) 636-2542
E-MAIL: highway@nobleco.us



DRIVEWAY PERMIT-VALID FOR ONE (1) YEAR FROM DATE ISSUED

Date Applied: 01/31/2023 Permit Number: NCD-008-23
First Name of Owner: RANDY Last Name of Owner: DICKERHOFF
Contractors Name: DEAN RUMMELL Contractors Phone Number: 260-343-8511
Mail To: Owner Mailing Street Address: 10555N 1000E
Mailing City: KENDALLVILLE Mailing State: IN Mailing Zip code: 46755
Home Phone Number: NA Work Phone Number: NA
Cell Phone Number: NA Township: Wayne Section Number: 10
Site Street Address: 1000 E Side of Road: West
Site City: KENDALLVILLE Site State: IN Site Zip code: 46755
Between Roads: 1000 N And: 1100 N
Subdivision: NA Lot Number: 0
Type of Drive: Gravel/Stone Existing Drive Used For: NA

Effective April 27, 2009, the Noble County Commissioners approved a Noble County Highway Driveway Ordinance, Ordinance Number 2009-2, amending Ordinance Number 2002-8. The property owner(s) should be aware that side ditches are necessary for the maintenance of county roads and it may be necessary that a pipe be placed under the driveway. The minimum pipe size/length under driveway approaches shall be 12 inches in diameter and 30 feet long. Side ditches must be constructed by the owner to allow unrestricted flow of water in the right-of-way. Any/all work done within the R-O-W (including landscaping) requires a permit. It is the property owner(s) responsibility to check for any designated wetland area, legal tile drains, and/or open legal ditches area at this driveway site location.

When placing an asphalt or concrete driveway, drive must be level with the road or a 1/2 inch below road level.

In the event, the marked area does not meet Noble County standards, Noble County reserves the right to relocate the stakes to the nearest satisfactory location as a suggested alternative. If the location is not satisfactory to the owner, a new location can be marked by the owner and an additional permit check can be performed.

Signature of Applicant: _____

Name of Applicant: DEAN RUMMELL

Fee Paid: \$0.00 Fee Received By: CW Payment: NONE

DRIVEWAY PERMITS - TRACT 2

DRIVEWAY SITE: INITIAL DRIVEWAY OR REINSPECTION

Date Inspected: 02/02/2023 Permit Number: NCD-008-23
Inspectors Name: Robert Hull Driveway Site: Pre Check
Feet from Center of Drive to Boundary: _____ Boundary Line Direction for Distance: _____
Feet from Center to Opposite Boundary: _____ Opposite Boundary Line Direction: _____
Size Pipe Required: 12 inch 30 feet Right-of-Way: 40'
Is Correct Pipe Placed: _____ Pipe in Proper Drainage Position: _____
Proper Drainage or Ditches Installed: _____
Driveway Site Placement: _____ Speed Limit: 55 Required Sight Distance (FT): _____
Insufficient Sight Distance (at originally marked site): _____
Direction to the Boundary Line: _____ Feet Short of Sight Distance: _____
Opposite Direction to the Boundary Line: _____ Opposite Feet Short of Sight Distance: _____

REMARKS: PLEASE CALL FOR A FINAL INSPECTION. WHEN A DRIVEWAY PIPE IS REQUIRED, IT MUST BE A MINIMUM OF A 12 INCH X 30 FOOT TRIPLE WALL PLASTIC OR METAL DRIVEWAY PIPE. SOUTH DRIVE.

EXTRA: NCH DEPT SUGGESTS DRIVEWAY BE PLACED IN NORTHERN AREA OF ROAD FRONTAGE TO AID IN SIGHT DISTANCE LOOKING SOUTH.

See Map

Driveway Site Decision: Precheck Date: 02/02/2023
Inspectors Signature: Rob Hull/ka County Engineer/ Highway Supt: Richard Rogers/ce

DRIVEWAY SITE REINSPECTION:

Date Reinspected: _____
(2) Name of Inspector: Robert Hull (2) Driveway Site: Approved
(2) Feet from Center of Drive to Boundary: _____ (2) Boundary Line Direction for Distance: _____
(2) Feet from Center to Opposite Boundary: _____ (2) Opposite Boundary Line Direction: _____
(2) Size Pipe Required: 12 inches by 30 feet (2) Right-of-Way: 40'

REMARKS:

(2) Driveway Site Decision: Approved (2) Date: _____
(2) Inspectors Signature: _____ (2) County Engineer/ Highway Supt: _____

DRIVEWAY PERMITS - TRACT 2



DISCLOSURES

DISCLOSURES



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 462-1-1 (2016-1-1)

Date (month/day/year)

1/16/23

This disclosure must be provided to the buyer at the time of the offer or at the time of the closing, whichever is later, and it must be provided to the buyer at the time of the closing if the seller is not the owner of the property at the time of the closing.

Section 100-21-4, Indiana Code, requires that the seller of real estate disclose to the buyer any known material facts that may affect the value of the property. This disclosure is for the purpose of providing the buyer with the information necessary to make an informed decision regarding the purchase of the property.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained by the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires a seller of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign this disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, and ZIP code) 10555 N 1000 E Hendallville, IN 46755

The following are in the conditions indicated:

APPLIANCES	None/Not Included/Repaired	Defective	Not Defective	Do Not Know	None/Not Included/Repaired	Defective	Not Defective	Do Not Know
Built-in Vacuum System					Clam			
Cabinet Ties					Septic Field/Bed			
Clothes Washer					Hot Tub			
Dishwasher					Plumbing			
Disposal					Aerator System			
Freezer					Sump Pump			
Gas Grill					Irrigation Systems			
Hood					Water Heater/Electric			
Microwave Oven					Water Heater/Gas			
Case					Water Heater/Solar			
Range					Water Purifier			
Rain/Sprinkler					Water Softener			
Room Air Conditioner(s)					Well			
Trash Compactor					Septic and Holding Tank/Septic Mound			
TV Antenna/Dish					Geothermal and Heat Pump			
Other:					Other Sewer System (Explain)			
					Swimming Pool & Pool Equipment			
								Yes No Do Not Know
					Are the structures connected to a public water system?			
					Are the structures connected to a public sewer system?			
					Are there any additions that may require improvements to the sewage disposal system?			
					If yes, have the improvements been completed on the sewage disposal system?			
					Are the improvements connected to a private/community water system?			
					Are the improvements connected to a private/community sewer system?			
					HEATING & COOLING SYSTEM	None/Not Included/Repaired	Defective	Not Defective
					A/C Fan			
					Central Air Conditioning			
					Hot Water Heat			
					Furnace Heat/Gas			
					Furnace Heat/Electric			
					Solar House-Heating			
					Woodburning Stove			
					Fireplace			
					Fireplace Insert			
					Air Cleaner			
					Humidifier			
					Propane Tank			
					Other Heating Source			

NOTE: Means a condition that would have a significant "Defect" adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Buyer	Date (mm/dd/yyyy)	Signature of Buyer	Date (mm/dd/yyyy)
<i>Rachael Dickert</i>	1/20/23	<i>Rachael Dickert</i>	1/20/23
Signature of Seller	Date (mm/dd/yyyy)	Signature of Seller (at closing)	Date (mm/dd/yyyy)

DISCLOSURES

Property address (number and street, city, state, and ZIP code)

2. ROOF				4. OTHER DISCLOSURES		
	YES	NO	DO NOT KNOW	YES	NO	DO NOT KNOW
Age, if known	Years			Do structures have aluminum wiring?		
Does the roof leak?				Are there any foundation problems with the structures?		
Is there present damage to the roof?				Are there any encroachments?		
Is there more than one layer of shingles on the house?				Are there any violations of zoning, building codes, or restrictive covenants?		
If yes, how many layers?				Is the present use of non-conforming use? Explain:		
3. HAZARDOUS CONDITIONS				Is the access to your property via a private road?		
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?	YES	NO	DO NOT KNOW	Is the access to your property via a public road?		
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-16?				Is the access to your property via an easement?		
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?				Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		
Explain:				Are there any structural problems with the building?		
				Have any substantial additions or alterations been made without a required building permit?		
				Are there moisture and/or water problems in the basement, crawl space area, or any other area?		
				Is there any damage due to wind, flood, termites, or rodents?		
				Have any structures been treated for wood destroying insects?		
				Are the furnace/woodstove/chimney/flue all in working order?		
				Is the property in a flood plain?		
				Do you currently pay for flood insurance?		
				Does the property contain underground storage tank(s)?		
				Is the homeowner a licensed real estate salesperson?		
				Is there any threatened or existing litigation regarding the property?		
				Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		
				Is the property located within one (1) mile of an airport?		
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages, if necessary)						
PR never lived in home, this an estate property.						
The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.						
Signature of Seller	Date (mm/dd/yy)			Signature of Buyer	Date (mm/dd/yy)	
<i>Rachel Dickert</i>	12/20/23					
Signature of Seller	Date (mm/dd/yy)			Signature of Buyer	Date (mm/dd/yy)	
<i>RACHEL DICKERT</i>	12/20/23					
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.						
Signature of Seller (at closing)	Date (mm/dd/yy)			Signature of Seller (at closing)	Date (mm/dd/yy)	




FORM #03.



PRELIMINARY TITLE

PRELIMINARY TITLE

 <p>First American Commitment</p>	<p>ALTA Commitment for Title Insurance</p> <p>Issued by Metropolitan Title of Indiana, LLC as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-224042</p>
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COMMITMENT FOR TITLE INSURANCE

Issued By Metropolitan Title of Indiana, LLC, as issuing Agent for First American 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, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Metropolitan Title of Indiana, LLC, as issuing Agent for First American 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; Schedule B, Part II-Exceptions.

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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.

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 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.

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PRELIMINARY TITLE

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>.

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PRELIMINARY TITLE

 First American Schedule A	ALTA Commitment for Title Insurance Issued by Metropolitan Title of Indiana, LLC as issuing Agent for First American Title Insurance Company File No: 4035-224042
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Transaction Identification Data for reference only:

Issuing Agent: Metropolitan Title of Indiana, LLC

Issuing Office: 9604 Coldwater Road, Suite 105, Fort Wayne, IN 46825

Commitment No.: 4035-224042

Issuing Office File No.: 4035-224042

Property Address: 10555 N 1000 E, Kendallville, IN 46755

Revision:

Printed Date: 02/24/2023

SCHEDULE A

1. Commitment Date: February 08, 2023 8:00 AM
2. Policy to be issued:
 - (A) ALTA Owner's Policy (6-17-06)
Proposed Insured: To Be Determined
Proposed Policy Amount: \$500.00
 - (B) ALTA Loan Policy (6-17-06)
Proposed Insured: TBD - Lender, its successors and/or assigns as defined in the Conditions of the policy, as their interests may appear.
Proposed Policy Amount: \$500.00

3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

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

Devisees of Randy Dickerhoof, also known as Randy A. Dickerhoof

5. The Land is described as follows:

See Schedule C attached hereto and made a part hereof



Issued By: Metropolitan Title of Indiana, LLC
For questions regarding this commitment contact;
(260)497-9469 or fax to (260)489-0584
9604 Coldwater Road, Suite 105
Fort Wayne, IN 46825

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


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Form 50004718 (8-23-18)	Page 4 of 12	ALTA Commitment for Title Insurance (8-1-16) Indiana
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PRELIMINARY TITLE

 <p>First American Schedule BI & BII</p>	<p>ALTA Commitment for Title Insurance</p> <p>Issued by Metropolitan Title of Indiana, LLC as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-224042</p>
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Commitment No.: 4035-224042

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the interest to the insured, or both, must be properly authorized, executed, acknowledged, proved by a subscribing witness before a notarial officer pursuant to IC 32-21-2-3(a) effective July 1, 2020, and recorded in the Public Records.
5. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
6. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
7. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
8. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
9. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
10. 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 a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.

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PRELIMINARY TITLE



First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4035-224042


11. 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 transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance 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.
12. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
13. 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.

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PRELIMINARY TITLE

 <p>Schedule BI & BII (Cont.)</p>	<p>ALTA Commitment for Title Insurance</p> <p>Issued by Metropolitan Title of Indiana, LLC as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-224042</p>
---	--

Commitment No.: 4035-224042

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. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Record but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.

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PRELIMINARY TITLE

7. Real estate taxes assessed for the year 2021 are due in two installments payable May 10, 2022 and November 10, 2022:

Parcel No.: 57-07-10-100-007.000-019
May Installment of \$1,899.44 shows paid
November Installment of \$1,899.44 shows paid

Tax Year: Current Year 2021 due 2022

Land:	\$74,900.00
Improvements:	\$344,500.00
Homeowners Exemption:	\$45,000.00
Mortgage Exemption:	\$0
Supplemental Homestead:	\$72,485.00
Other Exemption:	\$0

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 2022 due in May and November, 2023.

8. Real estate taxes assessed for the year 2021 are due in two installments payable May 10, 2022 and November 10, 2022:

Parcel No.: 57-07-10-100-002.000-019
May Installment of \$402.76 shows paid
November Installment of \$402.76 shows paid

Tax Year: Current Year 2021 due 2022

Land:	\$58,700.00
Improvements:	\$1,100.00
Homeowners Exemption:	\$0
Mortgage Exemption:	\$0
Supplemental Homestead:	\$0
Other Exemption:	\$0

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 2022 due in May and November, 2023.

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PRELIMINARY TITLE

9. We are advised that Randy Dickerhoof, also known as Randy A. Dickerhoof, fee simple owner of insured real estate is deceased. An unsupervised estate has been opened in Allen County in Superior 2 Court under Cause No. 02D02-2208-EU-000535.

We require that the granting clause of the deed to the grantee include substantially the following language: Rachael Dickerhoof is the personal representative of the Estate of Randy Dickerhoof, also known as Randy A. Dickerhoof, deceased. This Estate is pending as Cause Number 02D02-2208-EU-000535, in the Superior 2 Court of the County. The Personal Representative, by virtue of the power given a personal representative under Indiana law, for good and sufficient consideration, conveys to To Be Determined the real estate described in Schedule A hereof.

We reserve the right to add such further exceptions as may be appropriate if the deed will not be executed by Rachael Dickerhoof, as Personal Representative.

The attorney for the estate is Ray David Boyer.

The date of death was August 18, 2022.

10. We require that the name of Randy Dickerhoof, also known as Randy A. Dickerhoof, be searched for Medicaid claims or if notice was given to FSSA in the pending estate, we must be provided a copy of the notice received by FSSA that we can review.
11. The legal description for Parcel II on prior deeds in the chain of title incorrectly has the Township named as Township 33 North, however it should be Township 35 North. The Township has been corrected on this commitment. The deed conveying subject real estate to the proposed insured should recite that it is conveying the same real estate as that conveyed to Randy A. Dickerhoof by Trustee's Special Warranty Deed recorded February 21, 2013 as Instrument No. 130200466.
12. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
13. 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.
14. Notwithstanding any reference to the acreage or quantity of land described on Schedule C, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule C.
15. Oil and Gas Lease in favor of The Pure Oil Co., an Ohio Corp., as disclosed by instrument recorded in Book 41, pages 133-134.
16. Oil and Gas Lease in favor of The Pure Oil Co., an Ohio Corp., as disclosed by instrument recorded in Book 42, pages 11-12.
17. Terms, conditions and provisions of Agricultural Compatibility Form dated August 9, 2004, recorded August 10, 2004, in Instrument No. 040800265.
18. 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.

Note: For informational purposes only and same to be omitted from the final policy, when issued:

The following are the vesting deed of record and all of the deeds, if any, affecting the land described in Schedule A hereof recorded within 36 months preceding the effective date hereof:

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PRELIMINARY TITLE

VESTING DEED:

Grantor: Lewis E. Dickerhoof Revocable Trust Agreement date December 23, 2009
Grantee: Devises of Randy Dickerhoof, also known as Randy A. Dickerhoof
Date of Recording: February 21, 2013
Recorded: Instrument No. 130200466

NOTE: The final Loan Policy will include the following Endorsements upon compliance with the Company's issuing standard:

Restrictions, Encroachments, Minerals - Loan Policy Endorsement (ALTA 9-06)


Environmental Protection Lien Endorsement (ALTA 8.1-06)

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PRELIMINARY TITLE

 <p>Schedule C</p>	<p>ALTA Commitment for Title Insurance</p> <p>Issued by Metropolitan Title of Indiana, LLC as issuing Agent for First American Title Insurance Company</p> <p>File No: 4035-224042</p>
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Commitment No.: 4035-224042

The land referred to in this Commitment, situated in the County of Noble, State of Indiana, is described as follows:

PARCEL I:

A part of the North Half of the Northeast Quarter, Section 10, Township 35 North, Range 11 East, Wayne Township, Noble County, Indiana, described as follows:

Commencing on the East line of Northeast Quarter of said Section 10 at a nail found monumenting the Northeast corner of a tract of land conveyed to Richard and Judy Cassiday (Record 216, Page 276) 2009.68 feet North 00 degrees 33 minutes 08 seconds West (assumed bearing and basis of this description) of a Harrison marker at the East Quarter corner of Section 10; thence South 87 degrees 26 minutes 12 seconds West on the North line of said Cassiday tract a distance of 249.77 feet (250.00 feet recorded) to a 5/8" rebar (capped 20300061) marking the true point of beginning; thence North 89 degrees 00 minutes 09 seconds West, a distance of 2469.21 to a 3" corner post found monumenting the Southeast corner of a tract of land conveyed to Fordex, Incorporated (Record 187, Page 68), said point is also located on the West line of the Northeast Quarter of said Section 10; thence South 00 degrees 59 minutes 42 seconds East, on the said West line, a distance of 666.08 feet to a 5/8" rebar (capped 20300061) monumenting the Southwest corner of the North-South split of the Northeast Quarter of said Section 10, said point also being the Southeast corner of a tract of land conveyed to Albert Root (doc #9703096); thence South 88 degrees 59 minutes 48 seconds East, on said North-South split line, a distance of 2713.78 feet to a 5/8" rebar (capped 20300061) on said East line of Section 10; thence North 00 degrees 33 minutes 08 seconds West on said East line, a distance of 179.24 feet to a nail found monumenting the Southeast corner of a tract of land conveyed to Richard and Judy Cassiday (Record 216, page 276), said point also being 1507.21 feet (1507.61 feet recorded) North 00 degrees 33 minutes 08 seconds, West of said East Quarter corner; thence South 87 degrees 26 minutes 12 seconds West on the South line of said Cassiday tract, a distance of 249.77 feet (250.00 feet recorded) to a 5/8" rebar found monumenting the Southwest corner of said Cassiday tract; thence North 00 degrees 33 minutes 08 seconds West, parallel with the East line of the Northeast Quarter of said Section 10, a distance of 502.48 feet (503.00 feet recorded) to the true point of beginning. Said in previous deed to contain 38.68 acres, more or less.

PARCEL II:

The North Half of the South Half of the Northeast Quarter of Section 10, Township 35 North, Range 11 East.

PARCEL III:

The South One Half of the South One Half of the Northeast Quarter of Section 10, Township 35 North, Range 11 East, Noble County, Indiana.

EXCEPTING:

A part of the South Half of the South Half of the Northeast Quarter of Section 10, Township 35 North, Range 11 East,

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PRELIMINARY TITLE

Wayne Township, Noble County, Indiana, described as follows:

Beginning at the Northeast corner of the aforementioned South Half of the South Half of the Northeast Quarter; thence North 88 degrees 02 minutes West (assumed bearing) along the North line of said Half Half Quarter a distance of 206.50 feet to an iron pin; thence South 275.00 feet to an iron pin; thence South 88 degrees 02 minutes East 206.50 feet to the East line of aforesaid Section 10; thence North along said East line 275.00 feet to the point of beginning.

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PHOTOS

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