

PRIME ZONED HIGHWAY COMMERCIAL DISTRICT

North Central Indiana
Marshall County - LaPaz, IN

**TIMED ONLINE
ONLY AUCTION**

Bidding Opens: Tuesday, June 6 • 10am EDT
Bidding Closes: Thursday, June 8 • 4pm EDT



INFORMATION BOOK



- 113,256 Sq. Ft. or 2.6⁺ Acres
- Major Highway Intersection
- US 6 & Michigan Rd (Old US 31)

SCHRADER
Real Estate and Auction Company, Inc.

800.451.2709 • www.SchraderAuction.com



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: Sharon J. Balka, Susan K. Good, David L. Albert & Susan Albert



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

AUCTION TERMS & CONDITIONS:

PROCEDURE: The property will be offered at online only auction. Minimum bidding increments will be predetermined.

DOWN PAYMENT: 10% down payment on the day of auction with the balance in cash at closing. The down payment may be made in the form of cash, 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 PRICE: The Successful Bidder will be required to enter into a purchase agreement immediately following the close of the auction. The sellers have a right to accept or reject any or all bids.

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

DEED: Seller shall provide a Warranty Deed.

CLOSING: The balance of the purchase price is due at closing.

The targeted closing date will be approximately 30 days after the auction. Costs for an insured closing shall be shared 50:50 between Buyer(s) and Seller.

POSSESSION: Possession at closing.

REAL ESTATE TAXES: Real estate taxes shall be prorated to day of closing.

ACREAGE: 113,256 SF (2.6± acres) based from Albert Michigan Road Minor Subdivision.

SURVEY: A new survey has been ordered & the cost will be shared equally (50:50) by Sellers & Buyer.

AGENCY: Schrader Real Estate and Auction Company and its agents 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 "AS IS, WHERE IS" basis, & no warranty or representation, either express, or implied, concerning the

property is made by the Seller or Auction Company. All sketches & dimensions in the brochure are approximate. Each potential bidder is responsible for conduct of his or her own independent inspections, investigations, inquires, & due diligence concerning the property. The info contained in the brochure is subject to verification by all parties relying on it. The Seller or the Auction Company assumes no liability for its accuracy, errors, or omissions. Conduct of the auction & increments of bidding are at the discretion of the Auction Company. 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.**

AUCTION MANAGER: Keith Lineback
Ph: 574.286.2622

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REGISTRATION FORM

Online Auction Bidder Registration
2.6± Acres • Marshall County, Indiana
Thursday, June 8, 2023

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, June 8, 2023 at 4:00 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. **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.
7. This document must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, June 6, 2023**. 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.

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.

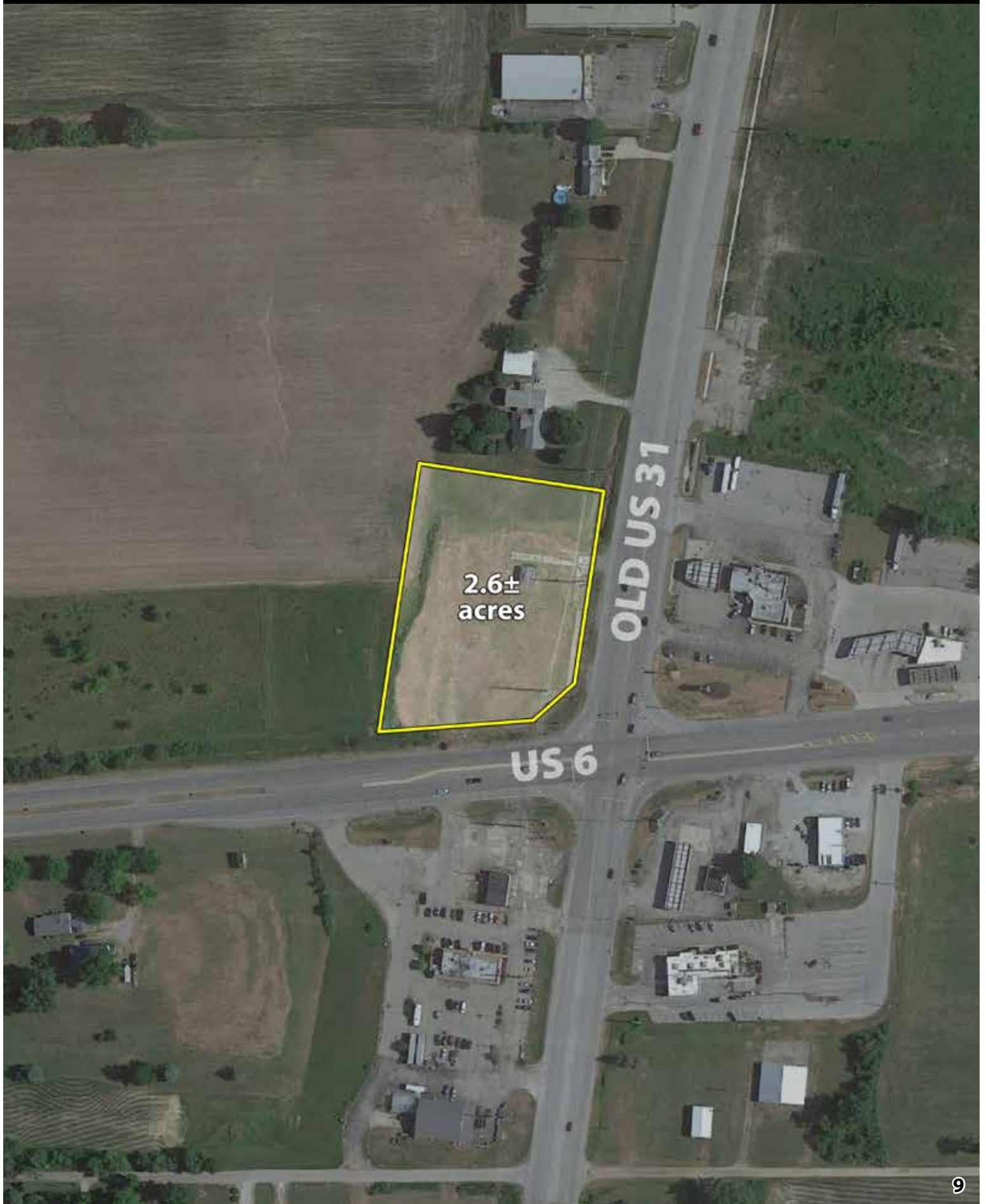
LOCATION & TRACT MAPS

LOCATION & TRACT MAPS



LOCATION: Northwest corner of US 6 & Old US 31 (Michigan Road) between South Bend - Plymouth - Nappanee - Northwest Indiana

LOCATION & TRACT MAPS



COUNTY TAX INFORMATION

COUNTY TAX INFORMATION

50-52-95-404-417,000-010

General Information

Parcel Number
50-52-95-404-417,000-010
Local Parcel Number
505295404417000010
Tax ID:
0169404700
Routing Number
52-95-404-020

Property Class 499
Other Commercial Structures

Year: 2023

Location Information

County
Marshall
Township
NORTH TOWNSHIP
District 010 (Local 010)
LAPAZ (NORTH)
School Corp 7215
UNION-NORTH UNITED
Neighborhood 1600401-010
COMM LAPAZ
Section/Plat
95
Location Address (1)
750 S MICHIGAN ST
LAPAZ, IN 46637

BALKA SHARON J & SUSAN KA

Ownership

BALKA SHARON J & SUSAN KAY GO
PO BOX 850
LAPAZ, IN 46637
Legal
ACREAGE: AUDITOR/DESC: COM NIV.COR.COM
INTER W LN LN US 6 W LEGAL DESC:



Valuation Records (Work in Progress values are not certified values and are subject to change)

2023	2023	2023	2022	2021	2020	2019
Assessment Year	Reason For Change	As Of Date	Annual Value	Annual Value	Annual Value	Inf
04/08/2023	WIP	01/01/2023	\$15,200	\$15,200	\$15,900	\$15,200
Indiana Cost Mod		Indiana Cost Mod	\$0	\$0	\$0	04/02/2019
1,0000		1,0000	\$15,200	\$15,200	\$15,900	Indiana Cost Mod
			\$9,700	\$11,600	\$10,900	Indiana Cost Mod
			\$0	\$0	\$0	1,0000
			\$0	\$0	\$0	
			\$9,700	\$11,600	\$10,900	
			\$24,900	\$26,800	\$26,600	
			\$0	\$0	\$0	
			\$0	\$0	\$0	
			\$24,900	\$26,800	\$26,600	

Land Pricing Soil
Type Method ID Fci F 120 120x207 1.15 \$110 \$127 \$15,240 0% 0% 1.0000
Act Front. Size Factor Rate Adj. Rate Value % Elig % Factor Value

Land Data (Standard Depth: Res 132', CI 132', Base Lot: Res 0' X 132', CI 0' X 132')
Land Type Fci F 120 120x207 1.15 \$110 \$127 \$15,240 0% 0% 1.0000

Land Characteristics
Topography Flood Hazard
Public Utilities ERA
Streets or Roads TIF

Neighborhood Life Cycle Stage
Static
Printed Thursday, April 13, 2023
Review Group 2023

Data Source External Only
Collector 01/18/2023 EL
Appraiser 01/18/2023 EL

Additional property has been added per survey

750 S MICHIGAN ST

Transfer of Ownership

Date **Owner** **Doc ID** **Code** **Book/Page** **Adj Sale Price** **VII**
06/10/2022 BALKA SHARON J & PO BOX 850 2022/03366 \$0 I
08/17/2015 ALBERT CLEO J TRU 0 Tr / \$0 I
03/26/2015 ALBERT CLEO J TRU 0 QC 2015/01338 \$0 I
01/30/2001 ALBERT CLEO J UND WD 2001/00816 \$0 I
05/24/1995 ALBERT, ROBERT H WD 8612770 \$0 I
01/01/1900 ALBERT, DALE J EST WD / \$0 I

Commercial Master Parcel of 1

2023	2022	2021	2020	2019
Annual Value	Annual Value	Annual Value	Annual Value	Inf
\$15,200	\$15,200	\$15,900	\$15,900	\$15,200
\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0
\$15,200	\$15,200	\$15,900	\$15,900	\$15,200
\$9,700	\$11,600	\$10,900	\$10,700	\$9,700
\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0
\$9,700	\$11,600	\$10,900	\$10,700	\$9,700
\$24,900	\$26,800	\$26,800	\$26,600	\$24,900
\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0
\$24,900	\$26,800	\$26,800	\$26,600	\$24,900

COMM LAPAZ /1600401- 1/2

11/8/2023 23CR: REVISED COND. TO POOR.
4/2/2019 19IC: CORRECTED LAND BACK TO LOW LAND RATE FOR CONTAMINATION.
7/27/2018 19CR: UPDATED LAND TO FF PRICING FOR CONSISTENCY
10/20/2016 17GI: MOVED TO 1600401 (ACREAGE) AT HIGH RATE FOR LOCATION.
4/22/2015 12RE: ADDED 20X20 DET GAR W/HALF BATH.
4/22/2015 12RI: USED LOW LAND RATE FOR NBRHD DUE TO CONTAMINATION. CLEAN UP PROCESS HAS STARTED. FORM 113 MAILED.

Land Computations
Calculated Acreage 0.57
Actual Frontage 120
Developer Discount
Parcel Acreage 0.00
81 Legal Drain NV 0.00
82 Public Roads NV 0.00
83 UT Towers NV 0.00
9 Homesite 0.00
91/92 Acres 0.00
Total Acres Farmland 0.00
Farmland Value \$0
Measured Acreage 0.00
Avg Farmland Value/Acre 0.0
Value of Farmland \$0
Classified Total \$0
Farm / Classified Value \$0
Homesite(s) Value \$0
91/92 Value \$0
Supp. Page Land Value \$0
CAP 1 Value \$0
CAP 2 Value \$0
CAP 3 Value \$15,200
Total Value \$15,200

COUNTY TAX INFORMATION

50-52-95-404-417,000-010 **BALKA SHARON J & SUSAN KA** 750 S MICHIGAN ST 499, Other Commercial Structures **COMM LAPAZ /1600401-** 2/2

General Information		Plumbing	
Occupancy	Detached Garage	#	TF
Description	Detached Garage C 0	Full Bath	
Story Height	0	Half Bath	
Style	N/A	Kitchen Sinks	
Finished Area		Water Heaters	
Make		Add Fixtures	
Floor Finish		Total	
<input type="checkbox"/> Earth	<input type="checkbox"/> Tile		
<input type="checkbox"/> Slab	<input type="checkbox"/> Carpet		
<input type="checkbox"/> Sub & Joist	<input type="checkbox"/> Unfinished		
<input type="checkbox"/> Wood	<input type="checkbox"/> Other		
<input type="checkbox"/> Parquet			
Wall Finish			
<input type="checkbox"/> Plaster/Drywall	<input type="checkbox"/> Unfinished		
<input type="checkbox"/> Paneling	<input type="checkbox"/> Other		
<input type="checkbox"/> Fiberboard			
Roofing			
<input type="checkbox"/> Built-Up	<input type="checkbox"/> Metal	<input type="checkbox"/> Slate	<input type="checkbox"/> Tile
<input type="checkbox"/> Wood Shingle	<input type="checkbox"/> Other		
Exterior Features			

Description	Area	Value
Accommodations		
Bedrooms		
Living Rooms		
Dining Rooms		
Family Rooms		
Total Rooms		
Heat Type		
Roofing		
Exterior Features		
Summary of Improvements		
Res Eligibl	Year Built	Eff Age
0%	2011	12 P
Story Height	Construction	Grade
1	Wood Frame	D
Eff Co	Base Rate	LCM
12 P	\$37.11	0.92
Adj Rate	Size	RCN
\$27.31	20'x20'	\$12,103
Norm Dep	Remain. Value	Abn Obs
30%	\$8,470	0%
PC Nbd	Mrkt	Improv Value
1.000	1,1400	\$9,700
Replacement Cost	Sub-Total, One Unit	Sub-Total, 1 Units
\$12,103	\$0	\$0
	Garages (+) 0 sqft	\$0
	Quality and Design Factor (Grade)	0.80
	Location Multiplier	0.92
	Sub-Total, One Unit	\$0
	Sub-Total, 1 Units	\$0
	Replacement Cost	\$12,103

Description	Count	Value
Specialty Plumbing		
Elevator (+)		
Spec Plumb (+)		
Plumbing (+ / -)		
No Elec (-)		
A/C (+)		
No Heating (-)		
Fireplace (+)		
Loft (+)		
Rec Room (+)		
Ex Liv Units (+)		
Unfin Int (-)		
Adjustments		
Total Base Row Type Adj.		
Cost Ladder		
Floor Constr	Base	Finish
1		
2		
3		
4		
1/4		
1/2		
3/4		
Attic		
Bsmt		
Crawl		
Slab		
Total Base Row Type Adj.		

Description	Res Eligibl	Year Built	Eff Age	Eff Co	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC Nbd	Mrkt	Improv Value
1: Detached Garage C 01	0%	2011	12 P		\$37.11	0.92	\$27.31	20'x20'	\$12,103	30%	\$8,470	0%	1.000	1,1400	\$9,700

Additional property has been added per survey

Total all pages \$9,700 Total this page \$9,700

COUNTY TAX INFORMATION

50-52-95-404-418-000-010

General Information

Parcel Number
50-52-95-404-418-000-010
Local Parcel Number
505295404418000010

Tax ID:
0169404800
Routing Number
52-95-404-019

Property Class 409
Commercial Parcel Classified as Va

Year: 2023

Location Information

County
Marshall
Township
NORTH TOWNSHIP
District 010 (Local 010)
LAPAZ (NORTH)
School Corp 7215
UNION-NORTH UNITED
Neighborhood 1600401-010
COMM LAPAZ
Section/Plat
95
Location Address (1)
S MICHIGAN ST
LAPAZ, IN 46637

BALKA SHARON J & SUSAN KA

Ownership

BALKA SHARON J & SUSAN KAY GO
PO BOX 850
LAPAZ, IN 46637

Legal
ACREAGE: 1 AUDITOR DESC: 1A SE COR S1/2
SW AKA-COM INTER W LN LEGAL DESC.



Valuation Records (Work in Progress values are not certified values and are subject to change)

2023	2022	2021	2020	2019
Assessment Year WIP	Annual Value 01/01/2023	Annual Value 01/01/2021	Annual Value 01/01/2020	Inf
Reason For Change 04/08/2023	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	04/02/2019
As Of Date	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Valuation Method 1,0000	1,0000	1,0000	1,0000	1,0000
Equalization Factor	1,0000	1,0000	1,0000	1,0000
Notice Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Land Pricing Soil		Act		Ext. Infi.	
Type	Method ID	Front.	Size Factor	Value	Res Market Value
Fci	F	154	1.15	\$127	0%
Fci	F	99	1.11	\$122	0%

Land Data (Standard Depth: Res 132', CI 132', Base Lot: Res 0' X 132', CI 0' X 132')

Act	Rate	Rate	Factor	Value	Factor
Land Res (1)	\$0	\$0	1.15	\$19,558	1.0000
Land Non Res (2)	\$0	\$0	1.11	\$9,394	1.0000
Land Non Res (3)	\$0	\$0	1.11	\$9,394	1.0000

S MICHIGAN ST

Transfer of Ownership

Date
06/10/2022
08/17/2015
01/30/2001
01/01/1900

Owner
BALKA SHARON J &
ALBERT CLEO J 1/2 &
ALBERT CLEO J UND
ALBERT, ROBERT H

Commercial Master Parcel of 1

Valuation Records (Work in Progress values are not certified values and are subject to change)

2023	2022	2021	2020	2019
Assessment Year WIP	Annual Value 01/01/2023	Annual Value 01/01/2021	Annual Value 01/01/2020	Inf
Reason For Change 04/08/2023	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	04/02/2019
As Of Date	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Valuation Method 1,0000	1,0000	1,0000	1,0000	1,0000
Equalization Factor	1,0000	1,0000	1,0000	1,0000
Notice Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Land Pricing Soil		Act		Ext. Infi.	
Type	Method ID	Front.	Size Factor	Value	Res Market Value
Fci	F	154	1.15	\$127	0%
Fci	F	99	1.11	\$122	0%

Land Data (Standard Depth: Res 132', CI 132', Base Lot: Res 0' X 132', CI 0' X 132')

Act	Rate	Rate	Factor	Value	Factor
Land Res (1)	\$0	\$0	1.15	\$19,558	1.0000
Land Non Res (2)	\$0	\$0	1.11	\$9,394	1.0000
Land Non Res (3)	\$0	\$0	1.11	\$9,394	1.0000

409, Commercial Parcel Classified as V

Notes

8/10/2022 23CR: NO CHANGES NOTED
4/2/2019 19IC: CORRECTED LAND BACK TO LOW LAND RATE FOR CONTAMINATION.
7/23/2018 19CR: UPDATED ACREAGE TO FF PRICING FOR CONSISTENCY.
10/20/2016 17GI: MOVED TO 1600401 (ACREAGE) AT HIGH RATE FOR LOCATION.
11/1900 12RI: REAS INF: USED LOW LAND RATE FOR NEIGHBORHOOD DUE TO CONTAMINATION. CLEAN UP PROCESS HAS STARTED.
FORM 113 MAILED.
11/1900 14RK: RECHECK FOR CLEAN UP OF LAND CONTAMINATION.

Land Computations

Calculated Acreage	1.04
Actual Frontage	253
Developer Discount	<input type="checkbox"/>
Parcel Acreage	0.00
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	0.00
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	\$0
CAP 1 Value	\$0
CAP 2 Value	\$0
CAP 3 Value	\$29,000
Total Value	\$29,000

Additional property has
been added per survey

Topography Flood Hazard

Public Utilities ERA

Streets or Roads TIF

Neighborhood Life Cycle Stage

Static Printed Thursday, April 13, 2023

Review Group 2023

Data Source Aerial

Collector 08/10/2022 EL

Appraiser 08/10/2022 EL

2023 SURVEY

ENVIRONMENTAL RESTRICTIVE COVENANT

ENVIRONMENTAL RESTRICTIVE COVENANT



DocId:8050826

Tx:4036430

202204246

**JANET HOWARD
MARSHALL COUNTY RECORDER**

07/27/2022 10:31 AM

REC FEE: 25.00 PGS: 8

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 1st day of July, 2021, by **Susan Good & Sharon Balka, Trustees of Cleo J. Albert Irrevocable Trust ½ Interest, & Shirley A. Albert ½ Interest as Successor Trustee of the Robert H. Intervivos Trust of October 23, 2000 as Warranted to David L. Albert and Susan Albert, Husband and Wife** (together with all successors and assignees, collectively "Owner"). The Real Estate consists of approximately **1.60 acres** and has also been identified by the county as parcel identification number **50-52-95-404-417.000-010 & 50-52-95-404-418.000-010**.

WHEREAS: Owner is the fee owner of certain real estate in the County of **Marshall, Indiana**, which is located at 724 South Michigan Street, LaPaz, Indiana and more particularly described in the attached **Exhibit "A"** ("Real Estate"), which is hereby incorporated and made a part hereof. **This Real Estate Owned by Susan Good & Sharon Balka, Trustees of Cleo J. Albert Irrevocable Trust ½ Interest (Real estate acquired by deed on June 8, 2022 and recorded on June 10, 2022 as Deed Record 202203366, in the office of the Recorder of Marshall County, Indiana) & Shirley A. Albert ½ Interest as Successor Trustee of the Robert H. Albert Intervivos Trust of October 23, 2000 as Warranted to David L. Albert and Susan Albert, Husband and Wife (Real estate acquired by deed on August 13, 2015, and recorded on August 17, 2015 as Deed Record 201504110, in the office of the Recorder of Marshall County, Indiana).** The Real Estate consists of approximately **1.60 acres** and has also been identified by the county as parcel identification number **50-52-95-404-417.000-010 & 50-52-95-404-418.000-010**. The Real Estate, to which the restrictions in this Covenant apply, is also depicted on a map attached hereto as **Exhibit A**.

WHEREAS: Corrective action was implemented in accordance with IC 13-23 and other applicable Indiana law as a result of a release of petroleum relating to the Albert's Service Station. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is **1996-01516**, and the relevant facility identification number is **16871**.

WHEREAS: Certain contaminants of concern ("COCs") remain in the groundwater and soil of the Real Estate following completion of corrective action. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the land use restrictions contained herein are implemented to protect human health and the environment.

WHEREAS: Environmental investigation reports and other related documents are hereby incorporated by reference and may be examined at the offices of the Department, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. The documents may also be viewed electronically in the Department's Virtual File Cabinet by accessing the Department's Web Site (currently www.in.gov/idem/).

NOW THEREFORE, David L. Albert and Susan Albert, and Susan Good and Sharon Balka subject the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

ENVIRONMENTAL RESTRICTIVE COVENANT

I. RESTRICTIONS

1. Restrictions. The Owners:
 - (a) Shall not use or allow the use of the Real Estate for daily childcare facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
 - (b) Shall not use or allow the use or extraction of the Shallow Groundwater at The Real Estate for any purpose, including, but not limited to: human or animal consumption, gardening, industrial processes, or agriculture, except that Shallow Groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.
 - (c) Shall neither engage in nor allow excavation of soil at depths greater than 30 (thirty) feet in the area identified by Longitude W86.310930° eastward to W86.310605°, and Latitude N41.450278° northward to N41.450441° as the "Construction Worker Restriction Area. In addition, the Owner shall provide written notice to the Department in accordance with paragraph 14 below at least 30 (thirty) days before the start of soil disturbance activities. The owner, upon the Department's request, shall provide the Department evidence showing the excavated and restored area does not represent a threat to human health or the environment.
 - (d) Prior to the construction of new structures to be occupied by persons at the Real Estate, the current Owner of the Real Estate shall confirm there is no unacceptable exposure risk due to vapor migration in accordance with then-applicable agency guidance, regulation, or law. This may include conducting groundwater, soil, and/or soil-gas sampling for the volatile organic compounds ("VOCs") or semi-volatile organic compounds ("SVOCs") of concern. The results and analyses of such sampling shall be presented to IDEM in support of the Owner's determination whether an unacceptable vapor exposure risk exists. If the results demonstrate that no such risk currently exists, IDEM will provide its concurrence in writing and grant the Owner a waiver of this restriction for the proposed change in site use and/or new construction. If the results demonstrate that an unacceptable risk to human health exists, then the Owner must submit plans for mitigation for approval by IDEM and must conduct adequate indoor sampling to demonstrate the effectiveness of the approved remedy.

II. GENERAL PROVISIONS

2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon, and inure to the benefit of the

ENVIRONMENTAL RESTRICTIVE COVENANT

Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in or right to occupancy in all or any part of the Real Estate by any person shall affect the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.

3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent Owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of monitoring compliance with this Covenant and ensuring its protectiveness; this right includes the right to take samples and inspect records.
5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED / /2022, RECORDED IN THE OFFICE OF THE RECORDER OF MARSHALL COUNTY ON / /2022, INSTRUMENT NUMBER (or other identifying reference) _____ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.
6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and: (a) include a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if it has been recorded, its recording reference, and (c) the name and business address of the transferee.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

ENVIRONMENTAL RESTRICTIVE COVENANT

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate IDEM if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, IDEM shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that the contaminants of concern no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of MARSHALL County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner of its obligation to comply with any other applicable laws.
13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, guidance, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.

ENVIRONMENTAL RESTRICTIVE COVENANT

14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owners:

Susan K. Good
PO Box 850
LaPaz, Indiana 46537

Sharon J. Balka
PO Box 374
LaPaz, Indiana 46537

David L. Albert and Susan Albert
P.O Box 376 (mail)
702 South Michigan Street
LaPaz, Indiana 46537

To Department:

IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Chief Petroleum Remediation Program

An Owner may change its address or the individual to whose attention a notice is to be sent by giving written notice via certified mail.

15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, *Susan K. Good, Sharon J. Balka and David L. Albert & Susan Albert, the* said Owner of the Real Estate described above has caused this Environmental

ENVIRONMENTAL RESTRICTIVE COVENANT

Restrictive Covenant to be executed on this 27 day of July, 2022.

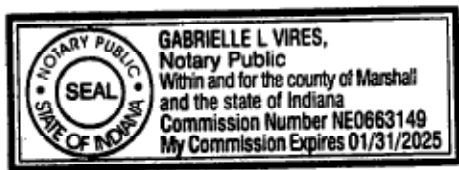
STATE OF Indiana)
) SS:
COUNTY OF Marshall)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

Susan K. Good Susan K. Good
Sharon J. Balka Sharon J. Balka
David L. Albert David L. Albert
Susan Albert Susan Albert

Owners, who acknowledge the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 27 day of July, 2022.



Gabrielle Vires, Notary Public
Residing in Marshall County, IN

My Commission Expires: 1-31-2025

This document prepared by Sammy Sirhan of Superior Environmental Remediation90, Inc.

I affirm under penalties for perjury that I have taken reasonable care to redact each Social Security number in this document unless required by law.

JK Good

ENVIRONMENTAL RESTRICTIVE COVENANT

EXHIBIT A LEGAL DESCRIPTION

Parcel I:

COMMENCING AT THE NORTHWEST CORNER OF THE FOLLOWING DESCRIBED REAL ESTATE:

Commencing at the intersection of the west line of the Michigan Road (now called U.S. Road 31) and the north right-of-way of U.S. Road 6; thence Westerly along the said north right-of-way of U.S. Road 6 a distance of 12-2/3 rods; thence Northerly parallel with the west line of the Michigan Road a distance of 12-2/3 rods; thence Easterly parallel with the north line of U.S. Road 6 to the west line of the Michigan Road; thence Southerly along the west line of the Michigan Road to the place of beginning, said in previous deeds to contain 1 acre, more or less, excepting a triangular tract in the southeast corner of the above described tract is taken over for road purposes; said real estate being located in the Southwest Quarter of Section 5 Michigan Road Lands.

Thence Northerly parallel with the west line of the Michigan Road 120 feet to a point, thence Easterly parallel with the north line of U.S. Road 6 to the west line of Michigan Road, thence Southerly along the west line of the Michigan Road 120 feet to the northeast corner of the above described real estate, thence Westerly along the north line of the above described real estate to the place of beginning, situate in the East 80 acres of the south 160 acres of the Southwest fraction, West of the Michigan Road, of Section 5 Michigan Road Lands in North Township, Marshall County State of Indiana.

An undivided 1/2 interest in and to the following:

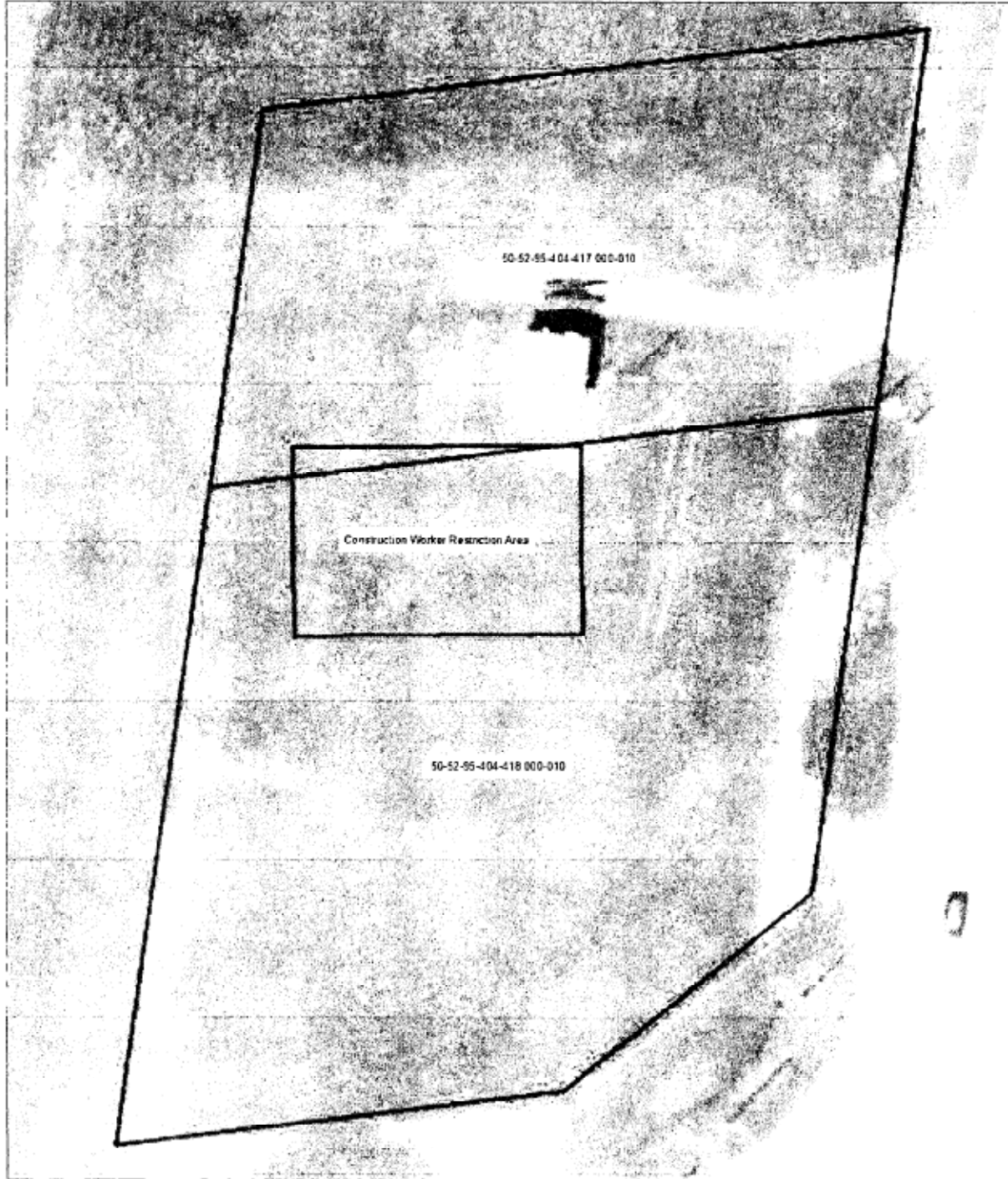
Parcel II:

Commencing at the intersection of the west line of the Michigan Road (now called U.S. Road 31) and the north right-of-way of U.S. Road 6; thence Westerly along the north right-of-way of U.S. Road 6 a distance of 12-2/3 rods; thence Northerly parallel with the west line of the Michigan Road a distance of 12-2/3 rods; thence Easterly parallel with the north line of U.S. road 6 to the west line of the Michigan Road; thence Southerly along the west line of the Michigan Road to the place of beginning, said in previous deeds to contain 1 acre, more or less, excepting a triangular tract in the southeast corner of the above described tract that is taken over for road purposes; said real estate being located in the Southwest Quarter of Section 5, Michigan Road Lands, situate in North Township, Marshall County, Indiana.

ENVIRONMENTAL RESTRICTIVE COVENANT

EXHIBIT A - Continued Real Estate

Image & Restriction Area



**IDEM NO FURTHER
ACTION APPROVAL
LETTER**

IDEM NO FURTHER ACTION APPROVAL LETTER



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204

(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Brian Rockensuess
Commissioner

September 13, 2022

VIA MAIL

Ms. Shirley Albert
Albert's LaPaz Service Station
P.O. Box 67
LaPaz, Indiana 46537

Dear Ms. Albert:
:

**Re: No Further Action Approval
Pursuant to Remediation Closure
Guide.**

Albert's LaPaz Service Station
724 South Michigan Street
LaPaz, Indiana
Marshall County
FID# 16871
LUST# 199601516

Indiana Department of Environmental Management (IDEM) staff reviewed the file for the Albert's LaPaz Service Station located at 724 South Michigan Street in Lapaz, Indiana. The following document was reviewed:

- Recorded Environmental Restrictive Covenant (ERC), recorded on July 27, 2022 (VFC # 83331039).

The following is a summary of the current conditions at the site for the subject release.

- Soil – Soil samples were collected from the site during the subsurface investigations conducted for the release and were analyzed for Volatile Organic Compounds (VOCs) and Polycyclic Aromatic Hydrocarbons (PAHs). While petroleum-related VOCs have been detected, there have been no exceedances above Residential Soil Screening Levels. For this reason, a remedy is not necessary for the on-site soil direct contact exposure scenario.
- Groundwater – Multiple groundwater samples have been collected from the monitoring wells. During the most recent groundwater sampling event in October 2019, samples were collected and analyzed for VOCs and PAHs. Chemicals of concern ranged from non-detect to a high benzene concentration of 720 µg/L in MW-9. The recorded ERC has restrictions that will be used to manage any exposure related to the groundwater contamination left at the site.

IDEM NO FURTHER ACTION APPROVAL LETTER

FID 16871
page 2 of 4

- Vapor Intrusion (V.I)– Benzene exceeded the Commercial Vapor Intrusion Groundwater Screening Levels (CVIGWSL) of 120 µg/L at on-site MW-9 (720 µg/L) in October 2019. If site use changes, V.I potential should be re-evaluated. The recorded Environmental restrictive Covenant contains restriction for future V.I Check.

Based on the technical reports reviewed by IDEM and the additional lines of evidence, IDEM concludes that no further response actions are required as long as the lessee abandons the monitoring wells in accordance with 312 IAC 13-10-2 and complies with the conditions of this decision. This NFA determination is based on information known to IDEM at the time of issuance of this letter. If IDEM obtains additional information indicating that the site poses a risk to human health or the environment, IDEM reserves the right to modify or revoke this NFA determination as the situation may warrant.

This NFA determination is based on the Remediation Closure Guide system of Closure non-rule policy document (NPD) guidelines and conditions.

- Unconditional closure for soil exposure
- Conditional closure for ground water exposure
- Conditional closure for vapor intrusion exposure
- Recorded Environmental Restrictive Covenant (VFC # 83331039)

All wells installed associated with the release at the site must be permanently abandoned in accordance with the Indiana Department of Natural Resources (IDNR) regulation 312 IAC 13-10-2 (Permanent Abandonment of Wells) and IDEM's "Drilling Procedures and Monitoring Well Guidelines Non-Rule Policy Document (Waste-0053)". Additionally, IDNR regulations require that Well Abandonment Forms be submitted to IDNR. Liaison

If you are eligible and will be seeking reimbursement from the Excess Liability Trust Fund (ELTF) for well abandonment activities, completed "Record of Water Well" (State Form 35680) for all wells (monitoring and treatment) should be signed by the licensed Well Driller and submitted as documentation in your ELTF Claim, in addition to other required backup for reimbursement. **Submittal under separate cover is not required for technical approval.**

Please note that as required by 328 IAC 1-3-3(a) (4) you have three hundred sixty-five (365) days to submit all claims for reimbursement of costs from the Excess Liability Trust Fund after the eligible release is granted a status of NFA by the administrator. You therefore have until **September 13, 2023** to submit claims for reimbursement of eligible costs associated with this release. In addition, all re-submittals associated with any disallowed cost must be received by the department within three hundred sixty-five (365) days after the denial of the claim.

IDEM NO FURTHER ACTION APPROVAL LETTER

FID 16871
page 3 of 4

This is a determination of status that is an agency action described in I.C. 4-21.5-3-5. This determination is subject to review under IC 4-21.5 and takes effect fifteen (15) days after it is issued (eighteen (18) days if you receive this notice by U.S. Mail) unless review of this Order is requested before the fifteenth day (eighteenth day if you receive this notice by U.S. Mail), by filing a written request for review with the Office of Environmental Adjudication, and serving a copy of the request for review upon the Commissioner of the Indiana Department of Environmental Management. You may request that the Office of Environmental Adjudication conduct a hearing to review this determination under IC 4-21.5, in its entirety, or you may limit your request for review to specific findings of fact and/or determinations. You may also petition the Office of Environmental Adjudication under 4-21.5-3-5(h) to stay the effectiveness of this determination of status. Petitions for Administrative Review and/or for a Stay of Effectiveness must be submitted separately to the Office of Environmental Adjudication and the Commissioner of the Indiana Department of Environmental Management at the following addresses:

Director
Office of Environmental Adjudication
Indiana Government Center North
100 North Senate Avenue, Room N103
Indianapolis, Indiana 46204

Commissioner
Indiana Department of Environmental Management
Indiana Government Center North
100 North Senate Avenue, Room 1301
Indianapolis, Indiana 46204

Failure to properly submit a request for review to the Office of Environmental Adjudication, before the fifteenth day following issuance of this determination (eighteenth day if you receive this notice by U.S. Mail), waives your right to administrative review of this determination and your right to judicial review of the determination. The petition for administrative review must contain the following information:

- a. Name, address, and telephone number of each person filing the petition.
- b. Identification of the interest of each petitioner in the subject of the petition.
- c. Statement of facts demonstrating that the petitioner is:
 - (A) a person to whom the order is directed.
 - (B) aggrieved or adversely affected by the determination; or
 - (C) entitled to review under any law.
- d. Statement with particularity the legal issues proposed for consideration in the proceedings.

The petition for administrative review should also contain the following information:

- a. Identification of any persons represented by the person making the request.
- b. Statement identifying the person against whom administrative review is sought.

IDEM NO FURTHER ACTION APPROVAL LETTER

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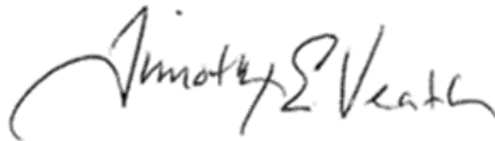
- c. A copy of IDEM's determination that is the basis of the petition for administrative review.
- d. Statement indicating the identification of petitioner's attorney or other representative.

If you have procedural or scheduling questions regarding your petition for administrative review, you may contact the Office of Environmental Adjudication at (317) 232-8591 or see OEA's website at <http://www.in.gov/oea>.

This determination is based upon review of the documentation presented to IDEM as well as documents previously submitted and made available to the Petroleum Remediation Section. If additional information or documentation is subsequently provided, IDEM reserves the right to modify this determination as the situation may warrant.

If you have any questions, please contact Stephen Onochie at (317) 234-3306, or toll free from within Indiana at (800) 451-6027. He may also be reached at: sonochie@idem.IN.gov.

Sincerely,

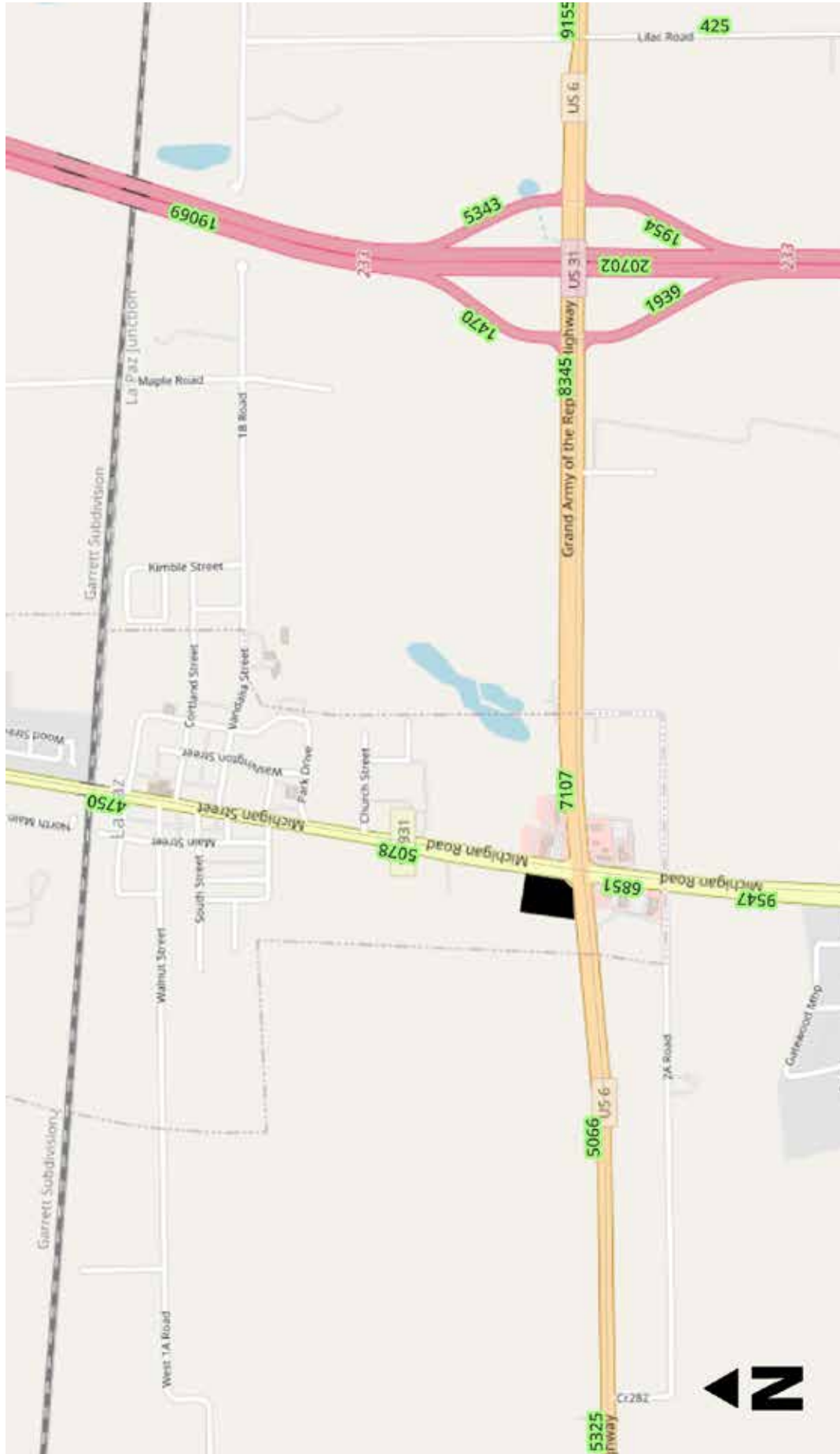


Timothy E. Veatch, Chief
Petroleum Branch
Office of Land Quality
(317) 234-0980
tveatch@idem.IN.gov

E-copy:
IDEM File
Timothy Good. trgood@sbcglobal.net

2021 INDOT AVERAGE ANNUAL DAILY TRAFFIC COUNT MAP

2021 INDOT AVERAGE ANNUAL DAILY TRAFFIC COUNT MAP



COUNTY ZONING INFORMATION

COUNTY ZONING INFORMATION

Standard Zoning District Intent, Uses, & Standards

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020 A-2, Agricultural Conservation District.....	24
030 A-3, Agricultural Residential District.....	26
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COUNTY ZONING INFORMATION

C-2

Highway Commercial District

In certain locations, it is appropriate to provide for the development of a collection of commercial uses serving both county residents as well as those traveling through the area. These locations are most frequently at the intersections of major transportation corridors, and shall contain uses such as gasoline stations, convenience stores, restaurants, hotels and other highway-oriented uses. However, major commercial development should be left to occur within established communities rather than at these locations throughout the county.

Development Standards

Minimum Lot Area:
• .5 Acres

Minimum Lot Width:
• 150 Feet

Maximum Lot Width to Depth Ratio:
• None

Minimum Lot Frontage:
• 100 Feet

Sewer and Water:
• May use private well and septic systems

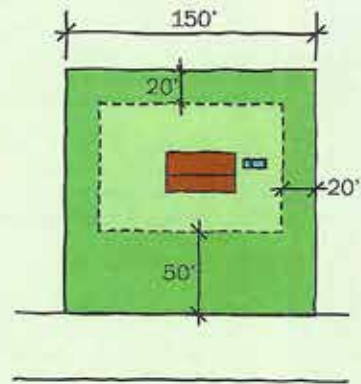
Minimum Front Yard Setback:
• 50 Feet

Minimum Rear Yard Setback:
• 20 Feet

Minimum Side Yard Setback:
• 20 Feet

Maximum Structure Height:
• 45 Feet

Maximum Lot Coverage:
• 70%



Some of the Additional Development Standards that Apply

5-010 Planned Unit Development 62	6-180 Parking, Parking Access, and Loading Standards 139
6-010 Accessory Structures and Use Standards 78	6-190 Public Improvement Standards 146
6-040 Environmental Standards 83	6-200 Sign Standards. 148
6-050 Exterior Lighting Standards 88	6-210 Solar Energy Standards 160
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COUNTY ZONING INFORMATION

C-2

Highway Commercial District

Permitted Uses

Residential Uses

- Accessory Structure

Agricultural Uses

- Crop Production
- Farm Implement Sales and Service
- Forestry and Logging
- Livestock Auction
- Nursery and Greenhouse

Finance, Insurance, and Real Estate Uses

- Commercial Banking
- Insurance Carriers and Related Activities
- Offices of Real Estate Agents and Brokers
- Offices of Real Estate Appraisers
- Securities, Commodity Contracts, and Other Financial Investments and Related Activities

Manufacturing

- Computer and Electronic Product Assembly
- Warehouse for Vehicle Storage
- Warehousing and Storage

Public Administration

- Community Center / Building for Govt Service
- Government Parks and Recreation

Retail Trade

- Automobile Sales
- Automotive Parts, Accessories, and Tire Stores
- Building Material and Garden Equipment and Supplies Dealers
- Clothing and Clothing Accessories Stores
- Commercial Bakeries
- Electronic Shopping and Mail-Order Houses
- Electronics and Appliance Stores
- Florists
- Food and Beverage Stores
- Furniture and Home Furnishings Stores
- Gasoline Stations
- Health and Personal Care Stores
- Manufactured (Mobile) Home Dealers
- Office Supplies, Stationery, and Gift Stores

- Pet and Pet Supplies Stores
- Retail Bakeries
- Sporting Goods, Hobby, Book, and Music Stores

Services

- Appliance Repair and Maintenance
- Automotive Repair and Maintenance
- Bowling Centers
- Carpet and Upholstery Cleaning Services
- Caterers
- Commercial Parking Lots
- Electronic and Precision Equipment Repair and Maintenance
- Exterminating and Pest Control Services
- Fitness and Recreational Sports Centers
- Full-Service Restaurants
- Funeral Homes and Funeral Services
- Hair, Nail, and Skin Care Services
- Home and Garden Equipment Repair and Maintenance
- Hospitals
- Hotels (except Casino Hotels) and Motels
- Landscaping Services
- Laundries and Drycleaners
- Laundries and Drycleaners (Coin-Operated)
- Medical and Diagnostic Laboratories
- Motion Picture Theaters (except Drive-Ins)
- Motor Vehicle Towing
- Offices of Dentists
- Offices of Physicians
- Packaging and Labeling Services
- Passenger Car Rental
- Personal and Household Goods Repair and Maintenance
- Photofinishing
- Photography Studios, Portrait
- Printing and Related Support Activities
- Private Clubs and Organizations
- Recreational Goods Rental
- Religious Organizations
- Rental and Leasing Services
- Reupholstery and Furniture Repair
- Self Storage Units
- Septic Tank and Related Services
- Telephone Call Centers
- Travel Arrangement and Reservation Services
- Veterinary Services
- Video Tape and Disc Rental
- Vocational Schools
- Welding Shop

Transportation, Communications, Utilities

- General Freight Trucking
- Radio and Television Broadcasting
- Small Wind System
- Solar Energy System-Roof mounted Micro-Scale and Small-Scale; Ground mounted Micro-Scale and Small-Scale; Roof Mounted Medium-Scale and Large-Scale

Wholesale Trade

- Feed Mills and Grain Elevators
- Fertilizer Sales and Storage
- Merchant Wholesalers, Durable Goods

Special Uses

Agricultural Uses

- Livestock Distribution

Manufacturing

- Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing
- Wood Product Manufacturing

Public Administration

- Government Parks and Recreation

Retail Trade

- Fireworks Sales
- Sexually Oriented Business

Services

- Child Day Care Services
- Churches
- Colleges, Universities, and Junior Colleges
- Commercial Amusement and Recreation (Indoor)
- Commercial Amusement and Recreation (Outdoor)
- Drive-In Motion Picture Theaters
- Elementary and Secondary Schools
- Kennel
- Libraries and Archives
- Marinas
- Museums
- Shooting Ranges
- Zoos and Botanical Gardens

Transportation, Communications, Utilities

- Communication Towers
- Liquefied Petroleum Gas (Bottled Gas) Dealers
- Solar Energy Systems - Ground Mounted Medium-Scale and Large-Scale

PRELIMINARY TITLE

PRELIMINARY TITLE

SCHEDULE A

MERIDIAN TITLE CORPORATION

Agent for: Non-Underwriter Related Product

Commercial Division South Bend

202 South Michigan

Suite 300

South Bend, IN 46601

574.232.5845

574.289.1514 FAX

www.Meridiantitle.com

File No.: 23-5507

Effective Date: February 24, 2023 at 8:00 AM

Customer Reference No.:

Property Address Reference:

750 South Michigan Street, Lapaz, IN 46537

710 South Michigan Street, Lapaz, IN 46537

Vacant Land South Michigan Street, Lapaz, IN 46537

13270 US 6, Plymouth, IN 46563

Prepared For: Keith Lineback, Schrader Real Estate and Auction Company, Inc.

1. Policy or Policies to be issued:

(a) ALTA Owner's Policy 06/17/06 Amount TBD

Proposed Insured: A natural person or legal entity to be determined

(b) ALTA Loan Policy 06/17/06 Amount

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

Sharon J. Balka and Susan K. Good, each an undivided one-half (1/2) interest as Tenants-in-Common, Parcel I

David L. Albert and Susan Albert, husband and wife, an undivided one-half (1/2) interest and Sharon J. Balka and Susan Kay Good, an undivided one-half (1/2) interest, Parcels II and III

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

SEE ATTACHED EXHIBIT "A"

Countersigned By:



Bryan Bush

PRELIMINARY TITLE

File No.: 23-5507

SCHEDULE A

EXHIBIT A

Parcel I:

All that part of the following described real estate that lies North of U.S. Highway #6; the East Eighty (80) acres of the South One Hundred Sixty (160) acres of the South West Fraction, West of the Michigan Road, of Section (5) Michigan Road Lands, North Township, Marshall County, Indiana, EXCEPT THE FOLLOWING 5 TRACTS;

TRACT I: Commencing at the intersection of the West line of the Michigan Road (now called U.S. Road #31), and the North right-of-way line of U.S. Road #6, thence Westerly along the said North right-of-way line of U.S. #6 a distance of twelve and two-thirds (12-2/3) rods; thence Northerly parallel with the West line of the Michigan Road a distance of twelve and two thirds (12-2/3) rods; thence Easterly parallel with the North line of U.S. Road #6 to the West line of the Michigan Road; thence Southerly along the West line of the Michigan Road to the place of beginning, containing one (1) acre, more or less, excepting a triangular tract in the Southeast corner of the above described tract that is taken over for road purposes; said real estate being located in the South West Quarter (SW-1/4) of Section Five (5) Michigan Road Lands;

TRACT II: Commencing at the Northwest corner of the following described real estate: Commencing at the intersection of the West line of the Michigan Road (now called U.S. Road #31), and the North right- of-way line of U.S. Road #6, thence Westerly along the said North right-of-way line of U.S. #6 a distance of twelve and two-thirds (12-2/3) rods; thence Northerly parallel with the West line of the Michigan Road a distance of twelve and two thirds (12-2/3) rods; thence Easterly parallel with the North line of U.S. Road #6 to the West line of the Michigan Road; thence Southerly along the West line of the Michigan Road to the place of beginning, containing one (1) acres, more or less, excepting a triangular tract in the Southeast corner of the above described tract that is taken over for road purposes; said real estate being located in the South West Quarter (SW01/4) of Section Five (5) Michigan Road Lands;

Thence Northerly parallel with the West line of the Michigan Road 120 feet (120') to a point, thence Easterly parallel with the North line of U.S. Road #6 to the West line of the Michigan Road, thence Southerly along the West line of the Michigan Road One Hundred Twenty Feet (120') to the Northeast corner of the above described real estate to the place of beginning, situate in the East 80 acres of the South 160 acres of the Southwest fraction, West of the Michigan Road, of Section 5 Michigan Road Lands in the North Township, Marshall County, State of Indiana.

TRACT III: Albert Sub Lot 1 & 2.

TRACT IV: Beginning on the West line of the Michigan Road at a point opposite the Northeast corner of the above described eighty (80) acres, thence Southerly along the West line of the Michigan Road One hundred fifty feet to a point, thence Westerly perpendicular to the Michigan Road Two hundred (200) to a point, thence Northerly parallel to the Michigan Road to a point opposite the point of beginning, thence Easterly to the Point of Beginning.

TRACT V: A part of the Southwest Fractional Quarter of Section 5, Michigan Road Lands, North Township, Marshall County, Indiana described as follows: beginning at the de corner of Lot No. 2 in Albert Subdivision; thence North 5°06'00" West along the Easterly line of said subdivision and its Northerly extension of 250.00 feet; thence North 84°54'00" East parallel with its Northerly right-of-way line of U.S. Highway No. 6 a distance of 174.24 feet; thence South 506'00" West 174.24 feet to the point of beginning, containing 1.00 acre, subject to all easements, right-of-ways and restrictions of record.

Parcel II:

Commencing at the Northwest corner of the following described real estate:

Commencing at the intersection of the West line of the Michigan Road (now called U.S. Road 31) and the North right-of-way of U.S. Road 6; thence Westerly along the said North right-of-way of U.S. Road 6 a distance of 12-2/3 rods; thence Northerly parallel with the West line of the Michigan Road a distance of 12-2/3 rods; thence Easterly parallel with the North line of U.S. Road 6 to the West line of the Michigan Road; thence Southerly along the West line of the Michigan Road to the place of beginning, said in previous deeds to contain 1 acre, more or less, excepting a triangular tract in the Southeast corner of the above described tract is taken over for road purposes; said real estate being located in the Southwest Quarter of Section 5 Michigan Road Lands.

Thence Northerly parallel with the West line of the Michigan Road 120 feet to a point, thence Easterly parallel with the North line of U.S. Road 6 to the West line of Michigan Road, thence Southerly along the West line of the Michigan Road 120 feet to the Northeast corner of the above described real estate, thence Westerly along the North line of the above described real estate to the place of beginning, situate in the East 80 acres of the South 160 acres of the Southwest fraction, West of the Michigan Road, of Section 5 Michigan Road Lands in North Township, Marshall County State of Indiana.

Parcel III:

**This Commitment is valid only if Schedule B is attached.
Schedule A consists of 3 page(s)**

PRELIMINARY TITLE

File No.: 23-5507

SCHEDULE A

Commencing at the intersection of the West line of the Michigan Road (now called U.S. Road 31) and the North right-of-way of U.S. Road 6; thence Westerly along the North right-of-way of U.S. 6 a distance of 12-2/3 rods; thence Northerly parallel with the West line of Michigan Road a distance of 12-2/3 rods; thence Easterly parallel with the North line of U.S. road 6 to the West line of the Michigan Road; thence Southerly along the West line of the Michigan Road to the place of beginning, said in previous deeds to contain 1 acre, more or less, excepting a triangular tract in the Southeast corner of the above described tract that is taken over for road purposes; said real estate being located in the Southwest Quarter of Section 5, Michigan Road Lands, situate in North Township, Marshall County, Indiana.

PRELIMINARY TITLE

File No.: 23-5507

Part I, SCHEDULE B

Non-Underwriter Related Product

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

1. Notification in writing is required for all changes to this Commitment. Additional requirements may be imposed after review of said notification.
2. Payment of all title premiums and charges.
3. Vendor's Affidavit (if Owner's Policy) and Mortgagor's Affidavit (if Lender's Policy).
4. Properly executed and fully completed Certificate of Non-Foreign Status of Transferor.

Note: Seller Proceeds cannot be disbursed until this form is completed in its entirety.

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. Advise insurer as to the name of the proposed lender.
7. Advise insurer as to the name(s) of the proposed purchaser(s).
8. Advise insurer as to the actual amount of the Loan Policy.
9. Advise insurer as to the actual amount of the Owner's Policy.
10. Minimum standard detailed survey and certificate.

Note: The Insurer reserves the right to take exception to those matters of survey, reflected in the survey herein required, after review of said survey.

11. Satisfactory evidence that the split/division created by the transfer of caption real estate has been approved by the appropriate governmental entity.
12. Warranty Deed suitable for recording.
13. The above required Deed will cause the transfer of less than all of the real estate which is currently assessed under one tax unit. Pursuant to IC 25-21.5-9-2 and as required by the County Auditor, provide a survey drawing to be submitted with the above deed, giving reliable evidence of:
 - (1) The number of acres in each new tax parcel being created.
 - (2) The existence or absence of improvements on each new tax parcel being created.
 - (3) The location within the original tract of each new tax parcel being created.

NOTE: This commitment and endorsements have been prepared in response to your request. If you will require additional endorsements, please contact Meridian Title so that those endorsements can be added to this commitment as well as any additional requirements which may need to be met in order to issue the newly requested endorsements.

NOTE: Although the title policy issued pursuant to this commitment does not insure against the enforceability of personal property tax liens on the personal property, a search has been made for personal property tax liens recorded against the Grantor and all prior titleholders for the last 10 years. Personal Property Tax liens resulting from that search are reflected on this commitment. If the Grantor or prior titleholders did business at this property under a name other than that in which title was vested, that name(s) must be provided to the insurer to search for the possibility of personal property tax liens filed against said name(s).

NOTE: Due to the passage of SEA 370 (P.L. 80-2013), rates and fees are subject to change from current existing charges for transactions closed on or after July 1, 2013.

**This Commitment is valid only if Schedules A and B are attached.
Schedule BI consists of 2 page(s)**

PRELIMINARY TITLE

File No.: 23-5507

Part I, SCHEDULE B

NOTE: In accordance with applicable underwriter guidelines, there may be a title premium re-issue discount for this transaction. Please contact our office prior to your closing for more details.

PRELIMINARY TITLE

File No.: 23-5507

Part II, SCHEDULE B

Non-Underwriter Related Product

THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

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. Standard Exceptions:
 - a) Rights or claims of parties in possession not shown by the public records.
 - b) Easements, or claims of easements, not shown by the public records.
 - c) 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.
 - d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

3. Special Exceptions:

- a) Taxes for the year 2022 payable in 2023 are a lien not yet due and payable.

Taxes for the year 2021 payable in 2022 are as follows:

State ID No. 50-52-95-000-112.000-009 - North Township (Part of Parcel I)
1st installment due May 10, 2022 \$485.00- Paid
2nd installment due Nov. 10, 2022 \$485.00 - Paid

Assessed Valuations: 2021/2022

Land \$37,900.00
Improvements \$23,500.00

Net Valuations \$61,400.00

State ID No. 50-52-95-404-416.000-010 - Lapaz (North) (Part of Parcel I)
1st installment due May 10, 2022 \$2,248.90 - Paid
2nd installment due Nov. 10, 2022 \$2,248.90 - Paid

Assessed Valuations: 2021/2022

Land \$22,900.00
Improvements \$267,000.00
Exemption (Homestead/ Standard) \$45,000.00
Exemption (Supplemental) \$36,470.00

Net Valuations \$208,430.00

State ID No. 50-52-95-404-417.000-010 - Lapaz (North) (Parcel II)
1st installment due May 10, 2022 \$332.74 - Paid
2nd installment due Nov. 10, 2022 \$332.74- Paid

Assessed Valuations: 2021/2022

Land \$15,900.00
Improvements \$10,900.00

Net Valuations \$26,800.00

State ID No. 50-52-95-404-418.000-010 - Lapaz (North) (Parcel III)

**This Commitment is valid only if Schedules A and B are attached.
Schedule BII consists of 4 page(s)**

PRELIMINARY TITLE

File No.: 23-5507

Part II, SCHEDULE B

1st installment due May 10, 2022 \$373.71 - Paid
2nd installment due Nov. 10, 2022 \$373.71 - Paid

Assessed Valuations: 2021/2022

Land \$30,100.00
Improvements \$0.00

Net Valuations \$30,100.00

NOTE FOR INFORMATION: Tax information supra is limited to the LAST BILLED information reflected in the computer input in the Treasurer's office and does not necessarily reflect the most current information as to applicable penalties, deductions, exemptions, assessments and payments. Also, it does not reflect possible additional taxes and civil penalties as a result of a determination by County officials that a deduction was improperly granted. A check with the Treasurer's or Auditor's Office should be made to determine the exact status and amount of taxes due, if any.

- b) Possible assessments for the Sarber- Pine Crk (799) (Part of Parcel I), which may become a lien at a later date.
- c) Yellow River / KRBC (819) (Part of Parcel I) Drain/Ditch Assessment Fees for the year 21/22 are as follows:
1st installment - \$15.42 - Paid.
2nd installment - \$15.42 - Paid.
- d) Yellow River/ KRBC (819) (Part of Parcel I) Drain/Ditch Assessment Fees for the year 21/22 are as follows:
1st installment - \$3.50 - Paid.
2nd installment - \$3.50 - Paid.
- e) Elmer Seltenrigh (775) (Part of Parcel I) Assessment Fee for the year 21/22 is as followed:
1st installment - \$12.18 - Paid.
2nd installment - \$0.00 - None Due.
- f) Sherman Emmons (790) (Part of Parcel I) Assessment Fee for the year 21/22 is as followed:
1st installment - \$38.00 - Paid.
2nd installment - \$0.00 - None Due.
- g) Elmer Seltenright (775) (Part of Parcel I) Assessment Fee for the year 21/22 is as followed:
1st installment - \$18.46 - Paid.
2nd installment - \$0.00 - None Due.
- h) Elmer Seltenrigh (775) (Parcel II) Assessment Fee for the year 21/22 is as followed:
1st installment - \$6.25 - Paid.
2nd installment - \$0.00 - None Due.
- i) Yellow River/ KRBC (819) (Parcel II) Drain/Ditch Assessment Fees for the year 21/22 are as follows:
1st installment - \$25.00 - Paid.
2nd installment - \$25.00 - Paid.
- j) Yellow River/ KRBC (819) (Parcel III) Drain/Ditch Assessment Fees for the year 21/22 are as follows:
1st installment - \$0.56 - Paid.
2nd installment - \$0.56 - Paid.

PRELIMINARY TITLE

File No.: 23-5507

Part II, SCHEDULE B

- k) Elmer Seltenrigh (775) (Parcel III) Assessment Fee for the year 21/22 is as followed:
1st installment - \$6.26 - Paid.
2nd installment - \$0.00 - None Due.
- l) Easement and associated rights granted to Indiana & Michigan Electric Company by Foster Albert and Elaine Albert, his wife in an instrument dated November 22, 1955 and recorded March 13, 1956 in [Book 154, page 541](#) in the Office of the Recorder of Marshall County, Indiana.
- m) Sewer Utility Easement and associated rights granted to Town of Lapaz, through its Board of Trustees by Robert Albert and Dale L. Albert in an instrument dated April 24, 1990 and recorded October 24, 1991 in [Book 1991, page 12707](#) in the Office of the Recorder of Marshall County, Indiana.
- n) Terms and provisions of Easement and Right of Way set out in an instrument by and between Cleo J. Albert, Trustee of the Cleo J. Albert Revocable Living Trust dated December 2, 2005, a 1/2 interest, David L. Albert and Susan Albert, husband and wife, a 1/2 interest, as tenants in common, and Cleo J. Albert, as a life estate interest and AEP Indiana Michigan Transmission Company, Inc., a(n) Indiana corporation, a unit of American Electric Power dated July 21, 2017 and recorded October 9, 2017 in [Instrument Number 201705217](#) in the Office of the Recorder of Marshall County, Indiana.
- o) Terms and provisions of Easement and Right of Way set out in an instrument by and between Cleo J. Albert, unmarried, a 1/3 interest, Susan K. Good, unmarried, 1/3 interest, and Sharon Balka, unmarried, a 1/3 interest, as tenants in common and AEP Indiana Michigan Transmission Company, Inc., a(n) Indiana corporation, a unit of American Electric Power dated August 21, 2017 and recorded October 9, 2017 in [Instrument Number 201705218](#) in the Office of the Recorder of Marshall County, Indiana.
- p) Right of Way recorded June 27, 1955 in [Book 152, page 442](#) in the Office of the Recorder of Marshall County, Indiana.
- q) Easement and associated rights granted to Indiana & Michigan Electric Company by Foster Albert and Elaine Albert, his wife in an instrument dated September 29, 1938 and recorded January 21, 1939 in [Book 326, page 25](#) in the Office of the Recorder of Marshall County, Indiana.
- r) Restrictive Covenants for Environmental recorded July 27, 2022 as [Instrument No. 202204246](#) in the Office of the Recorder of Marshall County, Indiana.
- INFORMATION NOTE: The acreage in the legal description is shown for convenience only. The policy, when issued, will not insure the acreage of the insured premises.
- s) Subject to all legal highways and rights of way.
- t) Possible Rights of Way for legal drains and ditches, feeders and laterals, if any, and all rights therein.
- u) Subject to parties in possession by virtue of unrecorded leases.
- v) 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: 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 form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form of 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.

PRELIMINARY TITLE

File No.: 23-5507

Part II, SCHEDULE B

Personal checks may be accepted, provided the amount does not exceed \$500. Meridian Title strongly suggests that all funding for the transaction be in the form of an irrevocable wire in order to allow us to disburse funds timely to all parties. Otherwise it's possible that disbursements may be delayed until the funds have been unconditionally credited.

NOTE: This Commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of company and its title insurance agent shall arise under and be governed by the conditions of the commitment.

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