

*Cover page for:*

**Preliminary Title Insurance Schedules  
(with copies of recorded exceptions)**

*Preliminary title insurance schedules prepared by:*

**Lakeland Title Company**

(File Number: 230853)

---

**Auction Property:**

**Lot 2**

**Fish Royer Acres Minor Subdivision  
LaGrange County, Indiana**

---

*For September 26, 2023 auction to be conducted by:*

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

*On behalf of:*

**LaGrange County Regional Utility District  
(being the same entity that took title as LaGrange County Sewer District)**

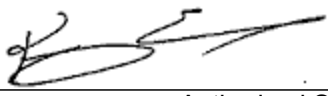
**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Lakeland Title Company  
 Issuing Office File Number: 230853  
 Property Address: E. 100 S. LaGrange, IN 46761

**SCHEDULE A**

1. Commitment Date: **September 8, 2023, at 8:00 am**
2. Policy to be Issued:
  - (a)  ALTA® 2021 Owner's Policy  
 Proposed Insured: **Purchaser with Contractual rights under a purchase agreement with the vested owner identified at Item 4 below**  
 Proposed Policy Amount: **\$1.00**
  - (b)  ALTA® 2021 Loan Policy  
 The estate or interest to be insured: **Fee Simple**  
 Proposed Insured: **TBD**  
 Proposed Policy Amount: **\$1.00**  
 The estate or interest to be insured: **Fee Simple**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in **LaGrange County Sewer District**  
 and, as disclosed in the Public Records, has been since **February 3, 1995**
5. The Land is described as follows:  
**Situated in LaGrange County, State of Indiana, to-wit:**  
**Lots One (1) and Two (2) in Fish Royer Acres Minor Subdivision, located in Section 26, Township 37 North, Range 10 East, recorded in Plat Book 35, page 4 in the Office of the Recorder of LaGrange County, Indiana.**

**COMMONWEALTH LAND TITLE INSURANCE  
COMPANY**

By:   
 \_\_\_\_\_  
 Authorized Signatory

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

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



---

**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 Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

---

**Copyright 2021 American Land Title Association. All rights reserved.**

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



## SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and 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. Rights or claims of parties in possession not recorded in the public records.
3. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the land.
4. Easements or claims of easements not recorded in the public records.
5. 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.
6. Taxes for 2022 due 2023 in the name of LaGrange County Sewer District,  
each installment \$0.00 1st installment PAID 2nd installment PAID  
Parcel # 44-07-26-400-005.000-001  
Assessed Valuation: Land: \$ Improvements: \$0 Exemptions: \$0  
  
Additional Assessment of \$14.96 for 2023, PAID  
  
\*New Parcel Numbers to be: 44-07-26-400-005.001-001 & 44-07-26-400-005.002-001
7. The tax status is subject to change, therefore, we cannot guarantee the accuracy of the taxes as reported.
8. Taxes or special assessments which are not shown as existing liens by the public records.
9. Taxes for the year 2023 are a lien, due in 2024, but are not yet due and payable.
10. Added improvements in place as of January 1, 2023 are subject to assessment which could increase the tax amounts due in 2024, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
11. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
12. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
13. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
14. The Address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of land.
15. Easements, Restrictions and building set back lines as set out in Fish Royer Acres Minor Subdivision, recorded in Plat Book 35, Page 4. NOTE: Lot 1 makes not of being non buildable and for LCRUD use only)

16. Drainage Easement from LaGrange County Sewer District to Mahlon D. and Doris C. Dunkel, dated January 11, 1995, recorded January 18, 1995 as Instrument No. 95-1-238.
17. Easement for Sewer lines and incidental purposes in favor of LaGrange County Sewage District, recorded February 3, 1995 as Instrument No. 95-2-45.
18. Assessments for homeowner's association, if any, appearing in the public records.

**NOTE:** Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16-1, et seq. (“the Act”). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.

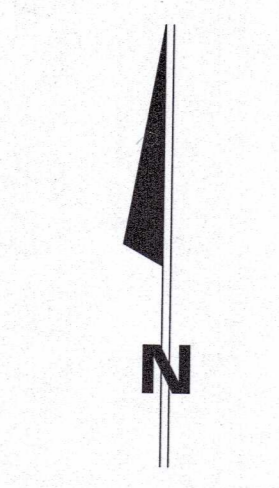
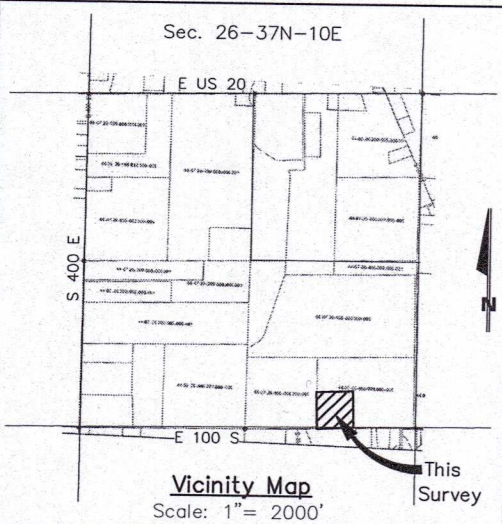
**NOTE:** For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

JUN 27 2023

LAGRANGE COUNTY AUDITOR

PB 35 PG 4

202302875  
SHEILA GETZ  
LAGRANGE COUNTY RECORDER  
RECORDED AS PRESENTED  
06/28/2023 08:09 AM  
PAGES: 1



- Legend**
- ◆ Section Corner
  - Existing Monument (Origin Unknown Unless Otherwise Noted)
  - Rebar and Cap Set
  - ▲ MAG Nail Found
  - Fl Mon. Flush with Ground
  - 0.1' Elev. of Mon. above Ground (Typ.)

**General Notes**  
The proposed subdivision and surrounding parcels are currently zoned A-1.  
A-1  
80' Front Yard (from centerline of Right of Way)  
10' Side Yard  
5' Rear Yard

Access to the proposed Lots will be from E 100 S

**Legal Description per DR 95-2-48**

A Part of the Southeast Quarter of Section 26, Township 37 North, Range 10 East, LaGrange County, Indiana, described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence North 88 degrees 37 minutes East along the South line of said Southeast Quarter 1130.0 feet to the point of beginning of this description; thence continuing North 88 degrees 37 minutes East 570.2 feet; thence North 565 feet; thence West 570.0 feet; thence South 578.8 feet to the South line of said Southeast Quarter and the point of beginning.

Subject to all easements, assessments, highways, restrictions and other limitations of record.

Subdivided prior to August 15, 1973.

**Flood Classification**

A portion of this property is located within the floodplain as per information obtained from Flood Insurance Rate Map, National Flood Insurance Program, Community-Panel Number 18087C0225C, Dated 11/20/2013.

Minimum flood protection. The minimum flood protection grade in Fish Royer Acres Minor Subdivision is set at or above 942.0 feet, M.S.L., which is two feet above the 100 year frequency flood.

**Zoning Note**

This subdivision is located in an area that is currently zoned A-1, Agriculture. As such, normal agriculture operations including the operation of machinery, the primary processing of agriculture products and all normal agriculture operations performed in accordance with good husbandry practices are permitted to be conducted on adjoining properties.

**Private Access Easement Notation**

This plat contains property shown as private access easements. The responsibility for maintenance and snow removal shall be assumed by the property owners and not by the County.

**Surveyor's Statement**

This plat is in accordance with Title 865, Article 1, Chapter 12 of the Indiana Administrative Code with the lines of this plat conforming to a survey made under JPR supervision in January, 2022 and being recorded in the Office of the Recorder of LaGrange County in Instrument No. 2023-02873

**Surveyor's Certificate**

I, Mikel Currier hereby certify that I am a professional land surveyor, licensed in compliance with the laws of the State of Indiana; that, to the best of my knowledge, this plat correctly represents a survey completed by me, or under my direct supervision, on 5/23/2023 that any changes from the description appearing on the last record transfer of the land contained in the final plat are so indicated; that all monuments shown thereon actually exist or will be installed (before the release of the financial guarantees) and their position is correctly shown, and, that all dimensional and geodetic data are correct.

Mikel Currier 5/23/2023  
PS 20800152 Date  
Jones Petrie Rafinski  
325 S. Lafayette Blvd. South Bend, IN 46601



Harrison Monument  
S 1/4 Corner  
Sec. 26-37N-10E  
1129.98'

MAG w/Zeigler washer fl  
(0.06' N of Section line)

Nathaniel & Kathleen Shetter  
Pci 44-07-26-400-008.000-001  
DR 200405026

Nathaniel & Kathleen Shetter  
Pci 44-07-26-400-008.000-001  
DR 200405026

**Fish Royer Acres Minor Subdivision**

A Part of the Southeast Quarter of Section 26, Township 37 North, Range 10 East, Bloomfield Civil Township, LaGrange County, Indiana

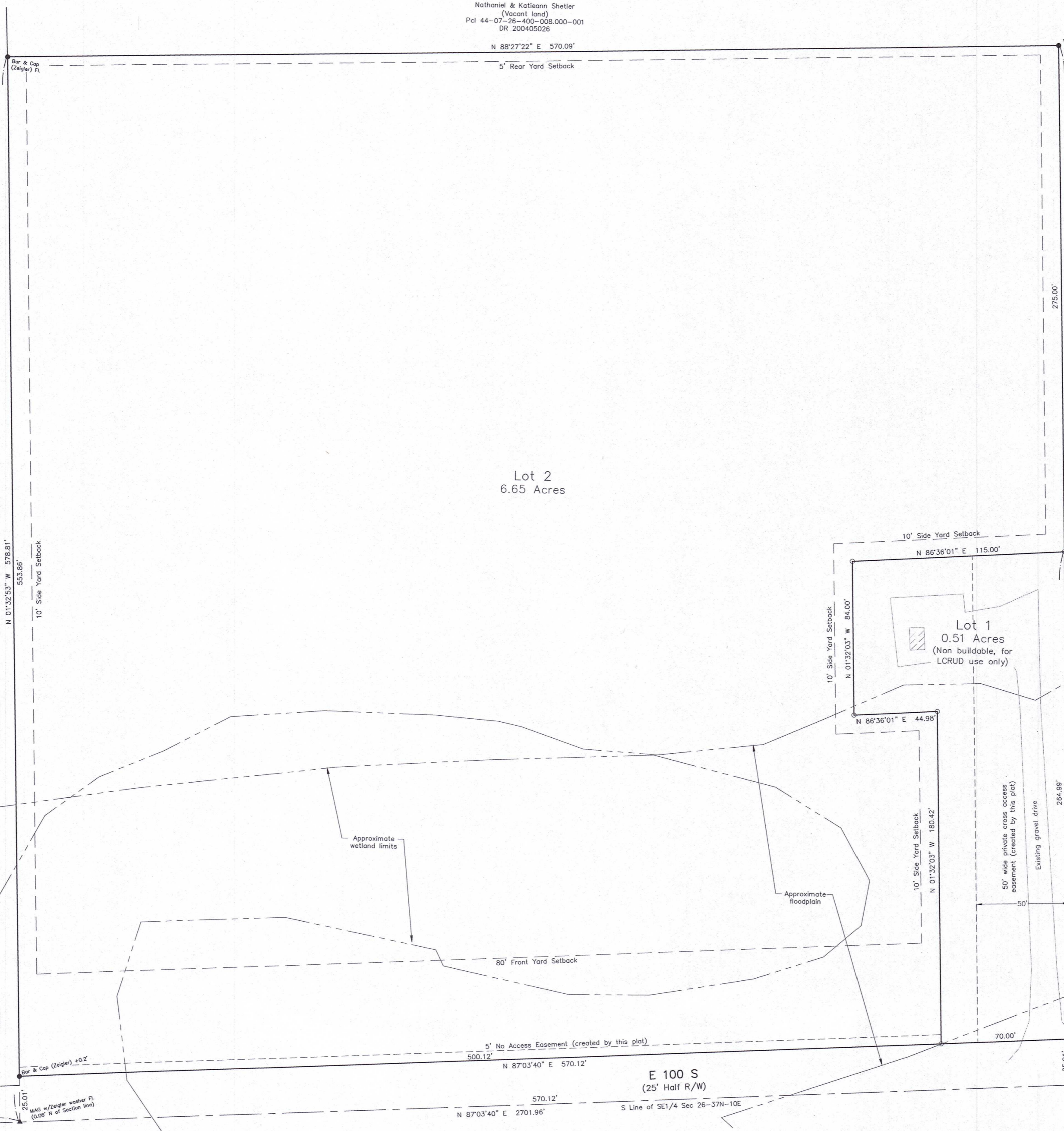
Nathaniel & Kathleen Shetter  
(Vacant land)  
Pci 44-07-26-400-008.000-001  
DR 200405026

N 88°27'22" E 570.09'

5' Rear Yard Setback

Lot 2  
6.65 Acres

Lot 1  
0.51 Acres  
(Non buildable, for LCRUD use only)



**Owner's Certification**

We the undersigned, LaGrange County Sewer District, owners of the real estate shown and described herein, do hereby certify that we plat and subdivide said real estate in accordance with this plat.

The subdivision shall be known and designated as FISH ROYER ACRES MINOR SUBDIVISION consisting of TWO lots and containing 7.48 acres.

All rights-of-way and public lands shown and not heretofore dedicated or deeded to the public are hereby reserved for public use.

Clear title to the land contained in this plat is guaranteed. The setback lines shall be determined by the regulations of the LaGrange County, Indiana Zoning Ordinance of current adoption.

WITNESS OUR HANDS AND SEALS this 20th day of June, 2023.

Signature of Kenneth Hunn  
LaGrange County Regional Utility District  
Kenneth Hunn) President - Board of Trustees  
P.O. Box 270 LaGrange, IN

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Kenneth Hunn, President - Board of Trustees, and each separately and severally acknowledged the execution of the foregoing instrument as his voluntary act and deed, for the purposes therein expressed.

Witness my hand and seal this 20th day of June, 2023.

Signature of Jeanette Combs  
JEANETTE COMBS  
Notary Public, State of Indiana  
LaGrange County  
Commission Number 711635  
My Commission Expires March 15, 2026

**Plat Committee Minor Plat Approval**

In accordance with the LaGrange County Subdivision Control ordinance, which ordinance requirements shall apply to said plat as fully as if setout hereat, this plat was given final approval by the LaGrange County Plat Commission on this 13th day of June, 2023.

Signature of Lynn Bowen  
Chairman - Lynn Bowen

LaGrange County Plat Commission

**Dedication Certificate**

BOARD OF COUNTY COMMISSIONERS DEDICATION ACCEPTANCE  
Be it resolved by the Board of County Commissioners, LaGrange County, Indiana, that the dedications shown on this plat are hereby approved, and accepted this 13th day of June, 2023.

Signature of Kevin Myers  
Kevin Myers, Commissioner

**Recording Notations**

(a) Recording is hereby authorized by the owners: LaGrange County Sewer District

(b) Entered for taxation this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(c) Recorded in Plat Book \_\_\_\_\_, page number \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock.

(d) Instrument No. \_\_\_\_\_ Fee Paid.

(e) Sheila Getz, Recorder, LaGrange County.

(f) Copy of plat received by Pat Monroe, Assessor.



CLIENT  
LAGRANGE COUNTY SEWER DISTRICT  
P.O. BOX 270  
LAGRANGE, IN 46761

OWNER  
LAGRANGE COUNTY SEWER DISTRICT  
P.O. BOX 270  
LAGRANGE, IN 46761

© 2023 JPR - All Rights Reserved  
SCALE: 1" = 30'  
DATE: 5/23/23  
PROJ: FISH ROYER ACRES MINOR SUB  
DESC: CERTIFICATE OF SURVEY  
LOC: SEC 26-37N-10E, BLOOMFIELD TWP.

DOC. NO.: DR 95-2-48  
DRAWN BY: mdc  
CHECKED BY: jsb  
JOB NO. 2017-0123  
SURVEYED: 3/16/23  
X-3209

# 95-238

RECORDER'S OFFICE } SS.  
LaGrange County, Indiana  
Received for Record on 18 day of Jan  
AD 1995 AT 8:45 M  
*Sharon Stroup*  
RECORDER OF LaGRANGE COUNTY

DRAINAGE EASEMENT

IC 36-2-7-10  
FOR LICENSE ONLY AND NOT A RECORD  
PROPERTY IN LA GRANGE COUNTY

That the LaGrange County Sewer District, hereinafter referred to as GRANTOR, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged by Mahlon D. & Doris C Dunkel, hereinafter referred to as GRANTEE, their successors and assigns, a perpetual easement with the right to operate, inspect, repair, maintain, replace and remove agricultural drainage lines over, across, and through the land of the GRANTOR situate in Bloomfield Township, LaGrange County, State of Indiana, said land being described as follows:

LEGAL DESCRIPTION:

A part of the Southeast Quarter of Section 26 Township 37 North Range 10 East LaGrange County, Indiana described as follows:

Yes

Commencing at the Southwest corner of said Southeast Quarter; thence North 88 Degrees 37 Minutes East along the South line of said Quarter Section, 1130.0 feet to the point of beginning of this description; thence continuing North 88 Degrees 37 Minutes East 570.2 feet; thence North 565 feet; thence West 570.2 feet; thence South 578.8 feet to the South line of said Southeast Quarter and the point of beginning and containing 7.48 acres more or less; Subject to legal easements and rights of way.

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

This easement shall be limited to the right to maintain agricultural drainage lines with necessary accessories across said property, which lines shall be maintained in such a way as not to interfere with any improvements located on said property, and in such a way not to cause any substantial damage or inconvenience to said property.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the operation and maintenance of the agricultural drainage referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 11 day of January, 1995.

*Michael Rowe*

Michael Rowe, President

*Dona Hunter*

Dona Hunter,  
Secretary/Treasurer

STATE OF INDIANA, COUNTY OF LAGRANGE, SS:

Subscribed and sworn to before me, a Notary Public, on and for said County and State, this 11 day of January, 1995.



*Mary J. Weber*

Notary Public Mary J. Weber  
Residing in LaGrange Co., IN  
Commission Expires: 6/29/96

This instrument prepared by Bill D. Eberhard, Jr., Attorney at Law, 15 South Detroit Street, LaGrange, Indiana 46761.

95-1-238

IMAGE/COPY PROPERTY OF LAGRANGE IN FOR LICENSE ONLY NOT FOR RE-SALE 95-2-7-30



That Mahlon D. & Doris G. Dunkel, hereinafter referred to as GRANTOR, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged by the LaGrange County Sewage District, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter to use, operate, inspect, repair, maintain, replace and remove SEWER LINES over, across, and through the land of the GRANTOR situate in Blomfield Township, LaGrange County, State of Indiana, said land being described as follows:

35.0 Permanent Easement the centerline of which is described as follows:

A part of the Southeast Quarter of Section 26 Township 37 North Range 10 East LaGrange County Indiana described as follows: Commencing at a point on the South line at said Quarter Section 970.0 feet East (assumed bearing) of the Southwest Corner of said Southeast Quarter. Said point being the beginning of said centerline, and running thence North 54 degrees East 250.0 feet to the terminus of said centerline.

RECORDED'S OFFICE } ss.  
LaGrange County, Indiana  
Received for Record on 3 day of Feb  
AD 1995 AT 2:05 M  
Sharon S. Trapp  
RECORDER OF DEEDS, COUNTY

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

This easement shall be limited to the right to construct sewer lines with necessary accessories across said property, which lines shall be constructed in such a way as not to interfere with any existing improvements located on said property, and in such a way not to cause any substantial damage or inconvenience to said property.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

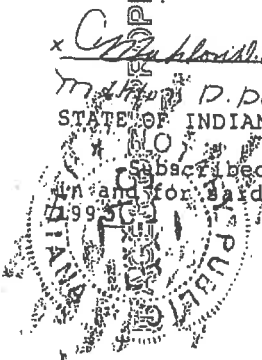
The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 3 day of February, 1995.

x Mahlon D. Dunkel x Doris M. Dunkel  
Mahlon D. Dunkel DORIS G. DUNKEL  
STATE OF INDIANA, COUNTY OF LaGrange, SS:

Subscribed and sworn to be true before me, a Notary Public, in and for said County and State, this 3 day of FEBRUARY, 1995.

John R. Cassin  
John R. Cassin, Notary Public  
Residing in Avon Co., IN  
Commission Expires: 9/17/96



This instrument prepared by Bill D. Eberhard, Jr., Attorney at Law, 115 South Detroit Street, LaGrange, Indiana 46761.

RECORDING INFORMATION FOR REVERSE ONLY. NOT FOR REVERSE ONLY.