

AUCTION

Tuesday, November 14 • 6pm

152±
acres

Offered in 6 Tracts

Auction Held at Lehman Park Pavilion
212 Park Ave, Berne, IN

- Adams County - Berne, IN
- Productive Tillable Land
- Hunting & Recreation

INFORMATION BOOK

SCHRADER
Real Estate and Auction Company, Inc.

800.451.2709 • www.SchraderAuction.com



ONLINE BIDDING AVAILABLE

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.

Owners: Kaehr Family Trust



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

TERMS & CONDITIONS

PROCEDURE: The property will be offered in 6 individual tracts, any combination of tracts & as a total 152± acre unit. There will be open bidding on all tracts & combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations & the total property may compete.

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

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

DEED: Seller shall provide Trustee Deed(s).

CLOSING: The targeted closing date will be approximately 30 days after the auction.

POSSESSION: Possession is at closing subject to Tenant(s) rights.

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

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections,

investigations, inquiries & due diligence concerning the property. Inspection dates have been scheduled & will be staffed w/ auction personnel. Further, Seller disclaims any & all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

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

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller & successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option & sufficient for providing title insurance. Combination purchases will receive a perimeter survey only. Tract divisions are subject to the approval of the Adams County Building & Planning Department.

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

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

AUCTION MANAGER: Al Pfister • 260.760.8922

#AC63001504, #AU09200264

BOOKLET INDEX

- AUCTION REGISTRATION FORMS
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- MAPS
- TAX INFORMATION
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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

TUESDAY, NOVEMBER 14, 2023

152± ACRES – BERNE, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Tuesday, November 7, 2023.
Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

Brochure Newspaper Signs Internet Radio TV Friend

Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

Regular Mail E-Mail E-Mail address: _____

Tillable Pasture Ranch Timber Recreational Building Sites

What states are you interested in? _____

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

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

Signature: _____ Date: _____

Online Auction Bidder Registration
152± Acres • Adams County, Indiana
Tuesday, November 14, 2023

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

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

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

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Tuesday, November 14, 2023 at 6:00 PM (EST).
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

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

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

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

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

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, November 7, 2023**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

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

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to: kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.

LOCATION & TRACT MAP

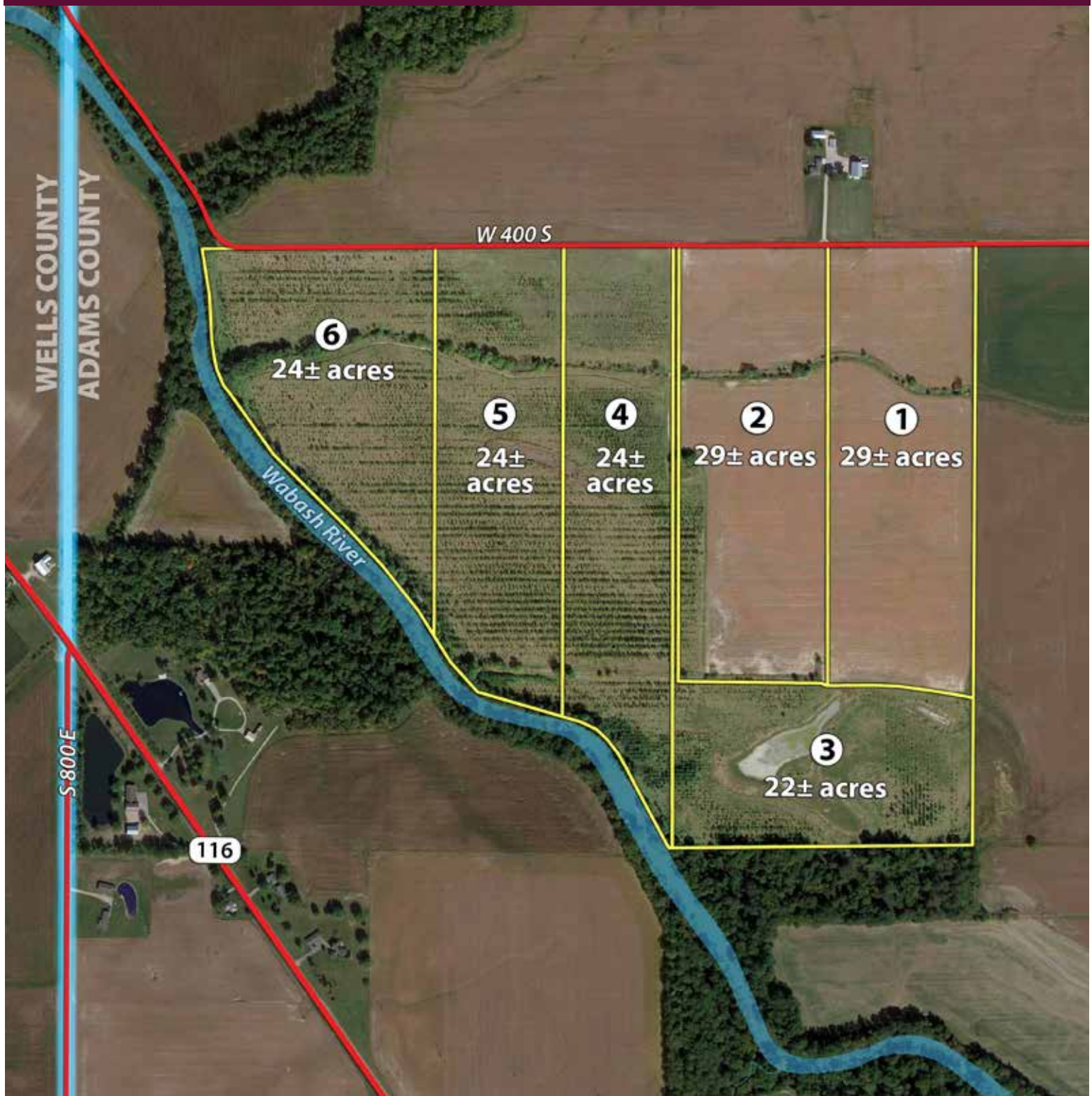
LOCATION & TRACT MAP



AUCTION LOCATION: Lehman Park Pavilion, 212 Park Ave, Berne, IN 46711

PROPERTY LOCATION: From Berne, IN travel 2 miles north on US 27 to CR 400S, then west 5.25 miles to property.

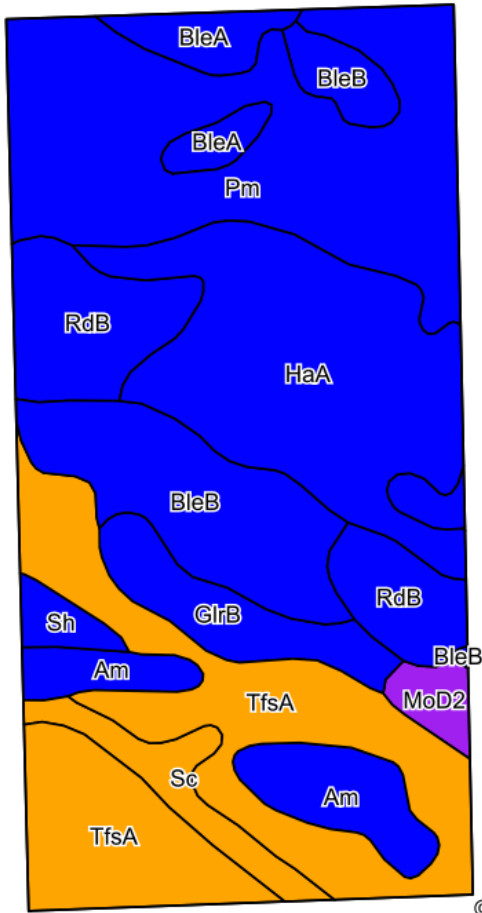
LOCATION & TRACT MAP



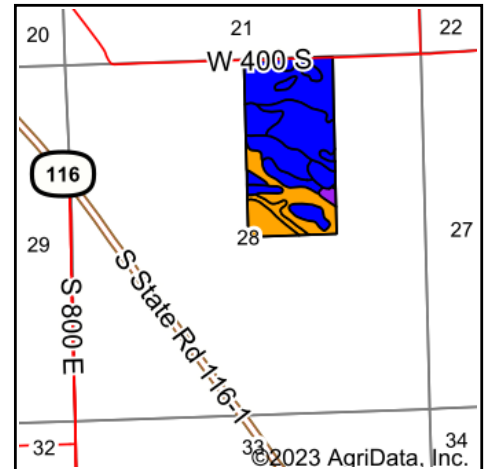
- TRACT 1: 29± ACRES** 27± tillable w/ 640± frontage on CR 400S. Soils are Pewamo, Haskins & Blount.
 - TRACT 2: 29± ACRES** 24± tillable w/ 640± frontage on CR 400S. Soils are Pewamo, Rawson & Blount.
 - TRACT 3: 22± ACRES** of recreational land w/ 30' deeded access.
 - TRACT 4: 24± ACRES** w/ 475' of frontage on CR 400S.
 - TRACT 5: 24± ACRES** of recreational land w/ 560± frontage on CR 400S.
 - TRACT 6: 24± ACRES** of recreational land w/ 1,020± frontage on CR 400S.
- Tracts 2-6 are located in the Wetland Reserve Program. Contact Al Pfister for a list of allowable uses.*

MAPS

SURETY SOILS MAP - TRACTS 1-3



©2023 AgriData, Inc.



State: **Indiana**
 County: **Adams**
 Location: **28-26N-13E**
 Township: **French**
 Acres: **79.3**
 Date: **10/30/2023**



Maps Provided By:



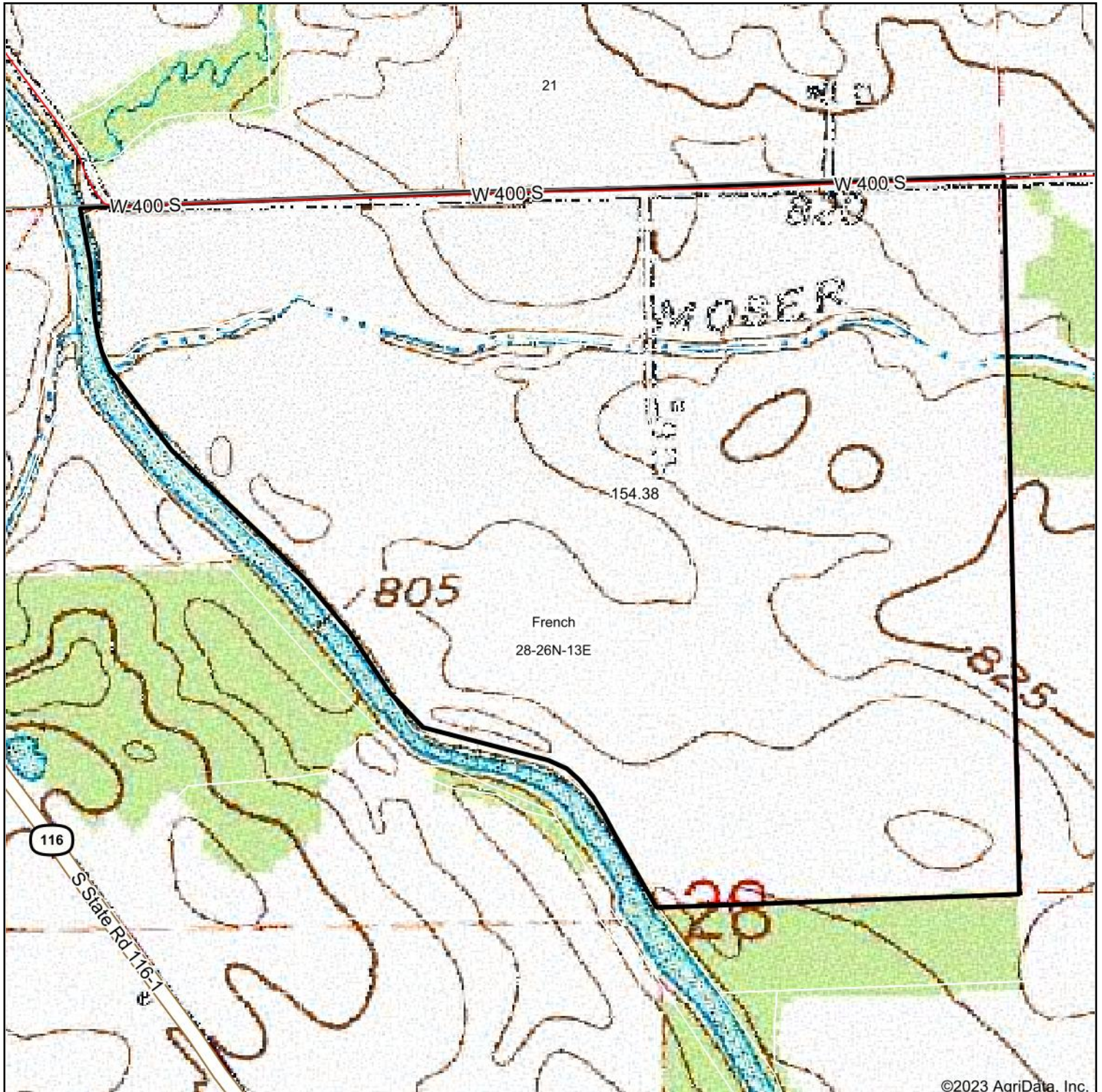
Soils data provided by USDA and NRCS.

Area Symbol: IN001, Soil Area Version: 27

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Grass legume pasture AUM	Pasture AUM	Soybeans Bu	Winter wheat Bu
n	Pewamo silty clay, 0 to 2 percent slopes	18.27	23.0%		IIw	153	5	10		43	62
sA	Tice silty clay loam, 0 to 2 percent slopes, frequently flooded	16.43	20.7%		IIIw	138	5	9		51	
aA	Haskins loam, 0 to 3 percent slopes	14.31	18.0%		IIw	158	5	11		59	62
eB	Blount silt loam, end moraine, 2 to 4 percent slopes	8.73	11.0%		Ile	136	5	9		43	61
dB	Rawson loam, 2 to 6 percent slopes	6.85	8.6%		Ile	131	5		9	46	59
n	Armiesburg silty clay loam, 0 to 2 percent slopes, frequently flooded	4.39	5.5%		IIw	130	4	9		46	
rB	Glynnwood silt loam, end moraine, 2 to 6 percent slopes	3.47	4.4%		Ile	132	4	8		46	59
s	Saranac silty clay, 0 to 2 percent slopes, frequently flooded	2.45	3.1%		IIIw	128	4	8		45	61
eA	Blount silt loam, end moraine, 0 to 2 percent slopes	2.40	3.0%		IIw	140	5	9		45	63
oD2	Morley silty clay loam, 12 to 18 percent slopes, eroded	1.08	1.4%		VIe	95	3		7	33	43
r	Shoals clay loam, frequently flooded	0.92	1.2%		IIw	111				36	
Weighted Average					2.29	142.4	4.8	8.5	0.9	48	42.5

Soils data provided by USDA and NRCS.

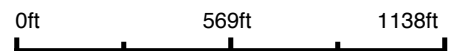
TOPOGRAPHY MAP



©2023 AgriData, Inc.



Map Center: 40° 40' 51.58, -85° 3' 40.83

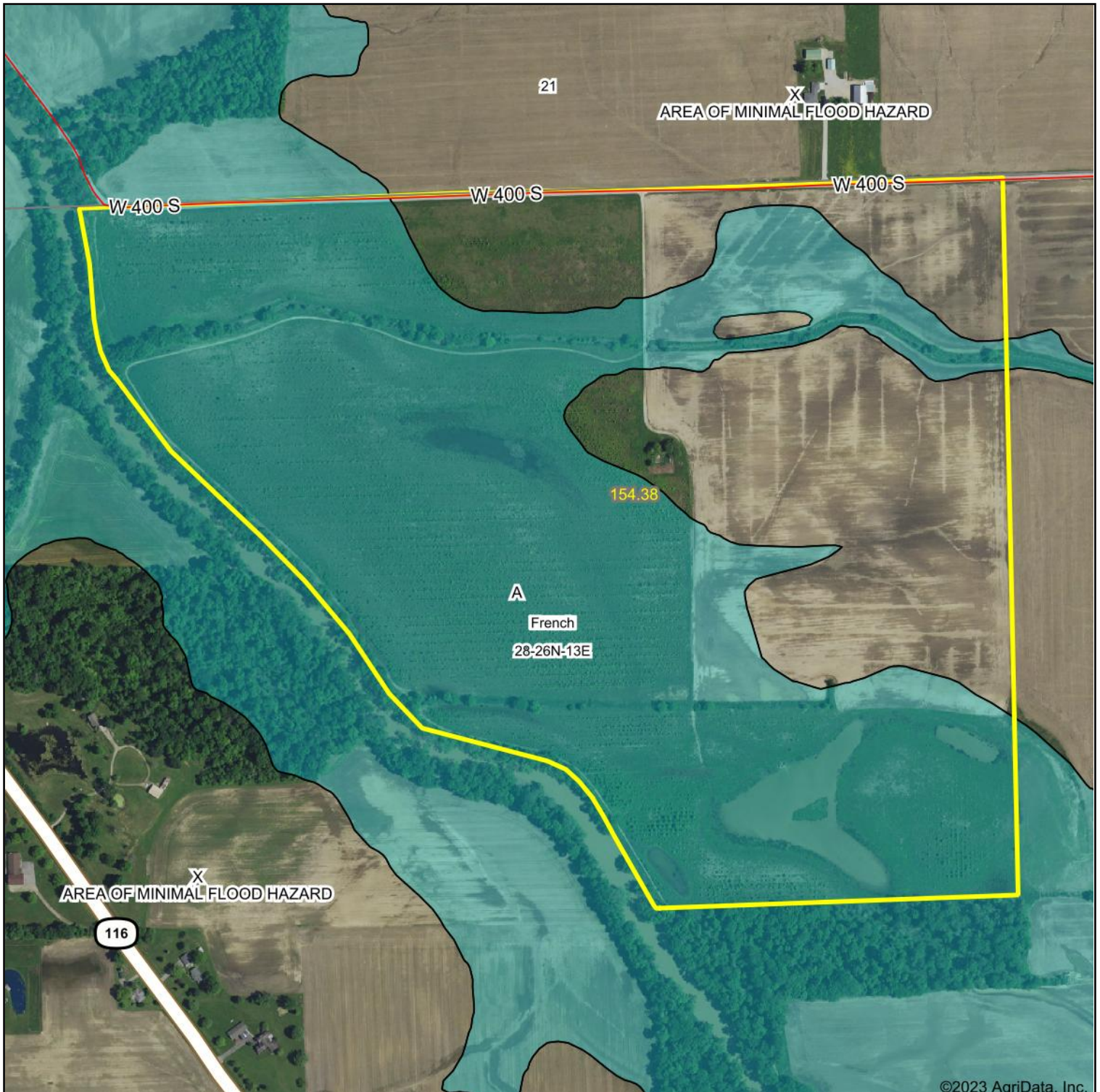


28-26N-13E
Adams County
Indiana



10/9/2023

FLOOD ZONE MAP



Map Center: 40° 40' 51.58, -85° 3' 40.83



28-26N-13E
Adams County
Indiana



Maps Provided By:

CUSTOMIZED ONLINE MAPPING
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10/9/2023

TAX INFORMATION

TAX INFORMATION



FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B – Section 2

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 shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Record.
4. 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.
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 or special assessments which are not shown as existing liens by the Public Records.
7. **Taxes for the year 2022 each half in the amount of \$62.46 are assessed in the name of First Bank Of Berne Trustee U/w Roger J Kaehr, Po Box 432, Muncie, IN 47308, due and payable in May and November 2023. May installment - PAID; November installment - UNPAID. North French Township. Parcel No. 01-07-28-100-001.000-003. Assessed Value: Land - \$7,800.00; Improvements - None; Exemptions: None. (71.79A)**
8. **Taxes for the year 2022 each half in the amount of \$626.24 are assessed in the name of First Bank Of Berne Trustee U/w Roger J Kaehr, Po Box 432, Muncie, IN 47308, due and payable in May and November 2023. May installment - PAID; November installment - UNPAID. North French Township. Parcel No. 01-07-28-200-001.000-003. Assessed Value: Land - \$78,200.00; Improvements - None; Exemptions: None. (80A) No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.**
9. **Taxes for the year 2023 due and payable in 2024, amount not yet determined.**
10. **Right of Way for drainage, flow and maintenance of the Moser Legal open Drain as set forth in IC 36-9-27-33. (71.79A & 80A)**
11. **Any adverse claim relative to Wabash River based upon:**
 - a. **The land described in Schedule A or any part thereof is now or at any time has been below the ordinary low water mark of the Wabash River, or**
 - b. **Some portions of said lands has been created by artificial means or has accreted to such portion so created, or**
 - c. **Some portion of said land has been brought within the boundary thereof by an allusive movement, or has been formed by accretion to any such portion.**
 - d. **Such rights and easements for navigation, commerce or recreation which may exist over that portion of said land lying beneath the waters thereof.**
 - e. **Rights of upper and lower riparian owners with respect to the waters thereof. (71.79A)**
12. **Warranty Easement Deed in Perpetuity from First Bank of Berne, Trustee, Kaehr Family Trust, to the**

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

Issued at Berne, Indiana
Commitment No. **Kaehr**
Schedule B – Page 1

RECORD CARDS

RECORD CARDS

01-07-28-200-001,000-003
General Information
Parcel Number
 01-07-28-200-001,000-003
Local Parcel Number
 012-060-00000801

Ownership
 First Bank of Berne Trustee U/W
 First Bank of Berne Trustee U/W Rogier
 P.O. Box 432
 MUNCIE, IN 47308

100, Vacant Land
W 400 S
Tranfer of Ownership
Date
 12/30/1976 First Bank of Berne Tr
 01/01/1900 FIRST BANK OF BER

AC - 003:910501-003
Notes
 4/28/2014 CMD - Previous parcel, AC 012-060-00000801
 4/28/2014 Id: Legal Description: W/2 NE S28 (85A) (CLASSIFIED FOREST 26.11A)
 1/11/900 CF: CLASSIFIED FOREST

1/2

Legal
 W/2 SEC 28 (85A) (CLASSIFIED FOREST 26.11A)

Routing Number
 012-0028-002,00
Property Class 100
 Vacant Land
Year: 2023

Assessment Year
 2023
Reason For Change
 WIP AA AA
As Of Date
 03/17/2023 04/05/2023 05/11/2022 04/21/2022 04/06/2021 03/24/2020
Valuation Method
 Indiana Cost Mod Indiana Cost Mod Indiana Cost Mod Indiana Cost Mod Indiana Cost Mod Indiana Cost Mod
Equalization Factor
 1.0000 1.0000 1.0000 1.0000 1.0000 1.0000

2020
GenReval
 04/06/2021 03/24/2020

2020
AA
 03/24/2020

Location Information
County
 Adams
Township
 FRENCH TOWNSHIP
District 003 (Local 003)
 NORTH FRENCH TOWNSHIP
School Corp 0015
 Adams Central Community
Neighborhood 910501-003
 AC - 003

Notice Required
 Land \$99,000 \$78,200 \$78,200 \$67,300 \$66,800
 Land Res (1) \$0 \$0 \$0 \$0 \$0
 Land Non Res (2) \$99,000 \$78,200 \$78,200 \$67,300 \$66,800
 Land Non Res (3) \$0 \$0 \$0 \$0 \$0
Improvement
 \$0 \$0 \$0 \$0 \$0
 Imp Res (1) \$0 \$0 \$0 \$0 \$0
 Imp Non Res (2) \$0 \$0 \$0 \$0 \$0
 Imp Non Res (3) \$0 \$0 \$0 \$0 \$0
Total
 \$99,000 \$78,200 \$78,200 \$67,300 \$66,800
Total Res (1)
 \$0 \$0 \$0 \$0 \$0
Total Non Res (2)
 \$99,000 \$78,200 \$78,200 \$67,300 \$66,800
Total Non Res (3)
 \$0 \$0 \$0 \$0 \$0

2021
GenReval
 04/06/2021 03/24/2020

2020
AA
 03/24/2020

Section/Plat
 28 28-4
Location Address (1)
 W 400 S
 BERNIE, IN 46711

Land Data (Standard Depth; Res: 120', Cl: 120' Base Lot; Res: 0' X 0' Cl: 0' X 0')

Land Computations
 Calculated Acreage 80.00
 Actual Frontage 0
 Developer Discount
 Parcel Acreage 80.00
 81 Legal Drain NV 0.80
 82 Public Roads NV 0.65
 83 UT Towers NV 0.00
 9 Homesite 0.00
 91/92 Acres 0.00
Total Acres Farmland 78.55
Farmland Value \$98,570
Measured Acreage 78.55
Avg Farmland Value/Acre 1255
Value of Farmland \$98,580
Classified Total \$409
Farm / Classified Value \$99,000
Homesite(s) Value \$0
91/92 Value \$0
Supp. Page Land Value \$0
CAP 1 Value \$99,000
CAP 2 Value \$0
CAP 3 Value \$0
Total Value \$99,000

2023
WIP AA AA
03/17/2023 04/05/2023 05/11/2022 04/21/2022 04/06/2021 03/24/2020
Indiana Cost Mod Indiana Cost Mod Indiana Cost Mod Indiana Cost Mod Indiana Cost Mod Indiana Cost Mod
1.0000 1.0000 1.0000 1.0000 1.0000 1.0000

Land Pricing	Soil	Act	Size	Rate	Adj.	Ext.	Inf.	Res	Market	Value	
Type	Method ID	Front.	Factor	Rate	Rate	Value	%	Elig	%	Factor	
21	A TC	0	16.2900	1.19	\$15.65	\$19	\$310	-100%	0%	1.0000	\$00
21	A AM	0	4.4300	1.15	\$15.65	\$18	\$90	-100%	0%	1.0000	\$00
21	A SC	0	2.9800	1.02	\$15.65	\$10	\$48	-100%	0%	1.0000	\$00
21	A BCB	0	1.3400	0.89	\$15.65	\$14	\$19	-100%	0%	1.0000	\$00
21	A MOD2	0	1.0700	0.55	\$15.65	\$9	\$10	-100%	0%	1.0000	\$00
4	A BCA	0	2.2000	0.89	\$1,900	\$1,691	\$3,720	0%	0%	1.0000	\$3,720
4	A BCB	0	8.0300	0.89	\$1,900	\$1,691	\$13,579	0%	0%	1.0000	\$13,580
4	A GOB	0	2.8400	0.81	\$1,900	\$1,539	\$4,371	0%	0%	1.0000	\$4,370
4	A HAA	0	14.4400	1.06	\$1,900	\$2,014	\$29,082	0%	0%	1.0000	\$29,080
4	A PM	0	17.2500	1.06	\$1,900	\$2,014	\$34,762	0%	0%	1.0000	\$34,760
4	A RDB	0	6.0000	0.98	\$1,900	\$1,862	\$11,172	0%	0%	1.0000	\$11,170
42	A TC	0	1.6700	1.19	\$1,900	\$2,261	\$3,778	-50%	0%	1.0000	\$1,890
81	A DRR	0	0.8000	1.00	\$1,900	\$1,900	\$1,620	-100%	0%	1.0000	\$00
82	A DRR	0	0.6500	1.00	\$1,900	\$1,900	\$1,235	-100%	0%	1.0000	\$00

Characteristics
Flood Hazard

Public Utilities
 Electricity
Streets or Roads
 Unpaved
Neighborhood Life Cycle Stage
 StabC
 Thursday, April 27, 2023
Review Group 2025
Data Source External Only
Collector
Appraiser

2023
WIP AA AA
03/17/2023 04/05/2023 05/11/2022 04/21/2022 04/06/2021 03/24/2020
Indiana Cost Mod Indiana Cost Mod Indiana Cost Mod Indiana Cost Mod Indiana Cost Mod Indiana Cost Mod
1.0000 1.0000 1.0000 1.0000 1.0000 1.0000

2020
AA
 03/24/2020

RECORD CARDS

AC - 003/910501-003 1/2

100, Vacant Land

W 400 S

First Bank of Berne Trustee U/W

01-07-28-100-001.000-003

Notes
7/22/2018 CHD: Previous parcel of 013-060-00000620
7/22/2018 44: Legal Description: PT NW/328 (1/75A) CLASSIFIED FOREST (1/1,70A)
1/1/1900 CF: CLASSIFIED FOREST

Transfer of Ownership
Doc ID Code Book/Page Adj Sale Price V/I
12/30/1976 First Bank of Berne Tr WD / \$0 /
01/01/1900 FIRST BANK OF BER WD / \$0 /

Ownership
Date Owner
12/30/1976 First Bank of Berne Tr
01/01/1900 FIRST BANK OF BER

Legal
PT NW/328 (1/75A) CLASSIFIED FOREST (63.06A)

General Information
Parcel Number
01-07-28-100-001.000-003
Local Parcel Number
012-060-00000800
Tax ID:

Routing Number
012-0028-005.00

Property Class 100
Vacant Land

Year: 2023

Location Information
County Adams
Township FRENCH TOWNSHIP

District 003 (Local 003)
NORTH FRENCH TOWNSHIP
School Corp 0015
Adams Central Community
Neighborhood 910501-003
AC - 003

Section/Plat
28 28-3

Location Address (1)
W 400 S
BERNE, IN 46711

Zoning

Subdivision

Lot

Market Model
910501

Topography
Level Flood Hazard
Public Utilities
Electricity ERA

Streets or Roads
Unpaved TIF

Neighborhood Life Cycle Stage
Neighborhood Static
Printed Thursday, April 27, 2023

Review Group 2025

Data Source External Only

Collector

Appraiser

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

Assessment Year 2023 2022 2021 2020

Reason For Change AA AA Gen/Reval AA

As Of Date 04/05/2023 05/11/2022 04/21/2022 03/24/2020

Valuation Method Indiana Cost Mod Indiana Cost Mod Indiana Cost Mod Indiana Cost Mod

Equalization Factor 1.0000 1.0000 1.0000 1.0000

Notice Required

Land \$9,700 \$9,700 \$7,800 \$6,800 \$6,700

Land Res (1) \$0 \$0 \$0 \$0 \$0

Land Non Res (2) \$9,700 \$9,700 \$7,800 \$6,800 \$6,700

Improvement \$0 \$0 \$0 \$0 \$0

Imp Res (1) \$0 \$0 \$0 \$0 \$0

Imp Non Res (2) \$0 \$0 \$0 \$0 \$0

Imp Non Res (3) \$0 \$0 \$0 \$0 \$0

Total \$9,700 \$9,700 \$7,800 \$6,800 \$6,700

Total Res (1) \$0 \$0 \$0 \$0 \$0

Total Non Res (2) \$9,700 \$9,700 \$7,800 \$6,800 \$6,700

Total Non Res (3) \$0 \$0 \$0 \$0 \$0

Land Data (Standard Depth: Res: 120', Ct 120' Base Lot: Res 0' X 0', Ct 0' X 0')

Land Pricing Soil Type Method ID 21 A AM 0 17.3200 1.15 \$13.65 \$18

Act Frontl. 0 2.7000 0.89 \$15.65 \$14

Size Factor 0 5.8200 0.81 \$15.65 \$13

Rate 0 5.2500 0.88 \$15.65 \$15

Adj. Rate 0 1.6100 1.02 \$15.65 \$16

Ext. Value \$312 -100% \$18

Infl. Value \$38 -100% \$14

Res Value \$76 -100% \$13

Market Value \$79 -100% \$15

Elig % \$26 -100% \$16

Res Market Value \$577 -100% \$19

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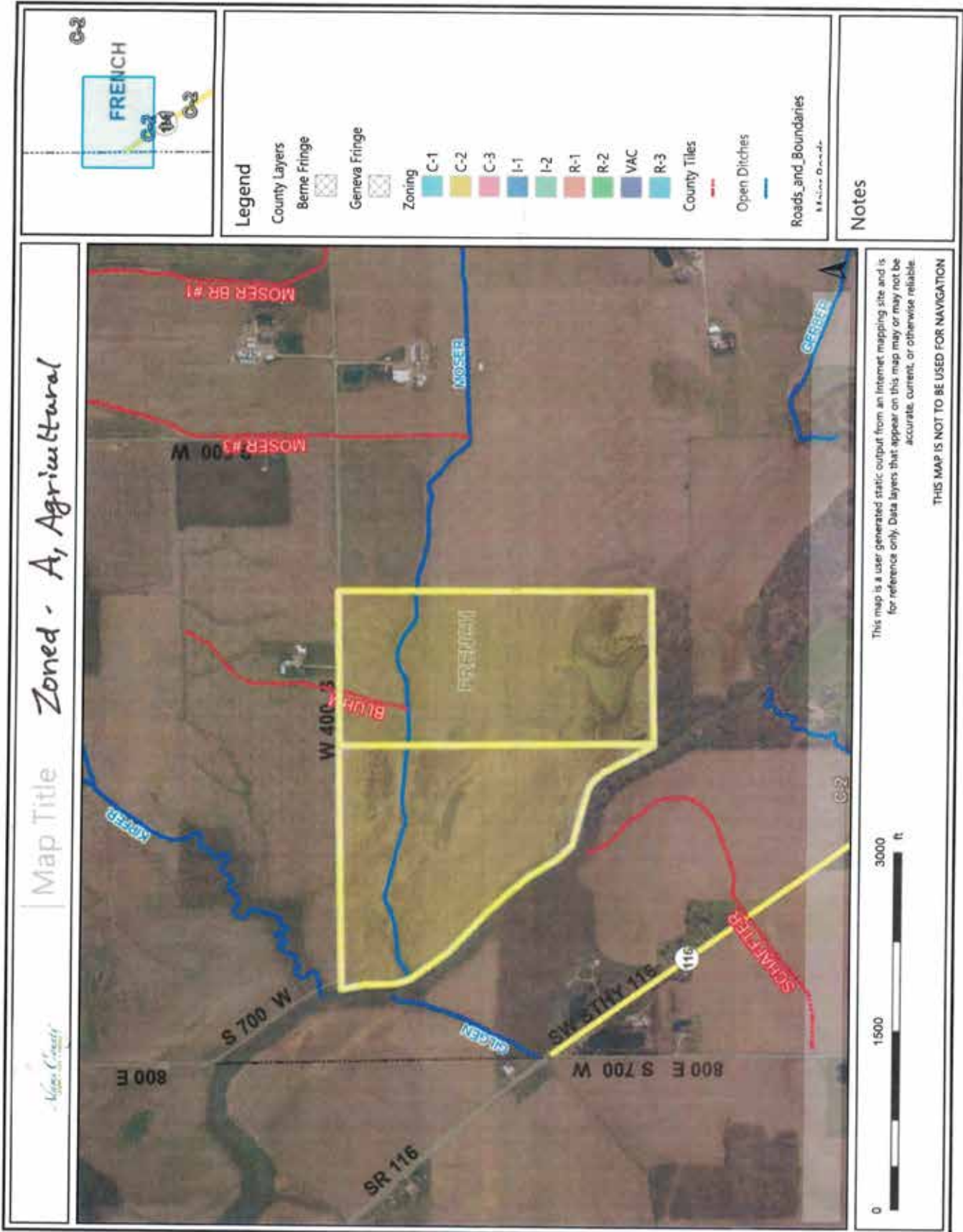
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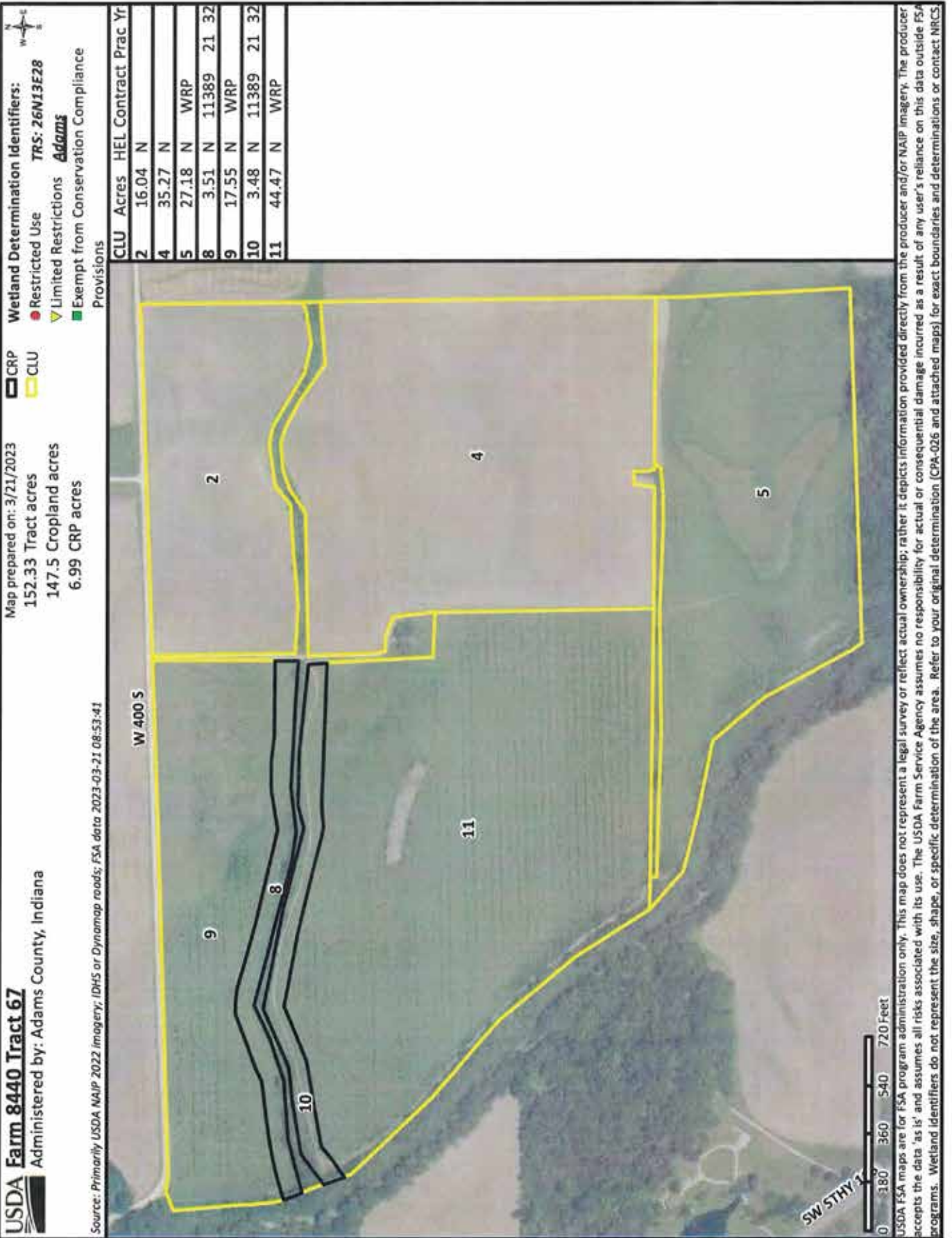
ZONING MAP

ZONING MAP



FSA AERIAL

FSA AERIAL



FORESTLAND/ WILDLAND CLASSIFICATION INFORMATION

FORESTLAND/WILDLAND INFO

2014000492 MISCOTH \$28.00
 02/11/2014 09:46:06A 5 PGS
 Deborah S. Stimpson
 Adams County Recorder IN
 Recorded as Presented



APPLICATION FOR CLASSIFICATION
 State Form 19883 (R3 / 7-06)

Department of Natural Resources
 Division of Forestry
 402 West Washington Street, Room W296
 Indianapolis, IN 46204

APPLICATION FOR THE CLASSIFICATION OF LAND AS FOREST LAND AND WILDLANDS
 INDIANA CODE 6-1.1-6 CF&W 9206

I, First Bank of Berne Trustee
u/w Roger J. Koehr do hereby make application to have classified as a FOREST LAND
(Please print name(s) of legal owner(s))
 and/or WILDLAND, subject to the provisions of an Act approved March 10, 1921, as amended, entitled "An Act to encourage timber production and to protect watersheds by classifying certain land as forest lands; and prescribing a method of appraising lands thus classified for purposes of taxation". Further, I have reviewed the management plan; it meets my objectives, and I will implement the plan.

Name of landowner (printed or typed) <u>First Bank of Berne Trustee u/w</u> <u>Roger J. Koehr</u>	Signature of landowner <u>First Bank of Berne Trustee</u> <u>by Roger M. [Signature]</u>
Address of landowner (street and number, city, state, and ZIP code) <u>102 W Main Ste 223 St Berne, IN 46711</u>	Telephone number <u>260,589-2151</u>

New Application
 Revised Application: Split Partial Withdrawal Addition

Date of Original Application: _____, Document Number/Book & Page _____
 The revised application assumes the effective date of the original application.



REPORT OF STATE FORESTER
 State Form 19883 (R2 / 12-00)

This is to certify that I have, or my deputy, Bradley A. Rody, has examined the forest plantation, native forest, or wildland and believe the land now complies with the provisions of the law. Furthermore, that I have approved the management plan for the area being entered into the Classified Forest and Wildlands Program.

Signature of Forester or Deputy <u>[Signature]</u>	Date signed (month, day year) <u>February 2, 2014</u>
---	--

DULY ENTERED FOR TAXATION
 SUBJECT TO FINAL ACCEPTANCE FOR
 TRANSFER

FEB 11 2014

28.00
Mary B Beely
 AUDITOR ADAMS COUNTY

FORESTLAND/WILDLAND INFO



REPORT OF DESCRIPTION AND PLAT PREPARER

State Form 19883 (R2 / 12-00)

Page 2 of 5

The preparer must describe the land to be classified in a metes and bounds description or by other means allowed by the Natural Resources Commission. This description may come from a deed if an entire property is being entered, or it may be scaled from an aerial photo provided that the description is tied to a known point of reference such as an established section corner, or it may be taken from an actual on-the-ground survey. Each contiguous tract shall contain at least ten (10) acres of any shape at least 50' in width and its acreage stated at the conclusion of each tract description. The total acreage of all tracts being submitted as a single classification shall be stated at the end of all the individual descriptions. Additional pages may be added if the description(s) will not fit on the application.

Being a registered land surveyor in the State of Indiana or other qualified individual as determined by rule of the Natural Resources Commission, I do hereby certify that the annexed is a true plat and that the description of land mentioned in this application to the State Forester of the Department of Natural Resources, State of Indiana, to be classified as forest land and/or wildland under the provisions of the Act approved March 10, 1921, as amended, as determined from an (check one box) actual survey, aerial photograph, or other method allowed by the Natural Resources Commission.

(method used)

Name of Preparer (printed) <i>Steady Assoc. % Joel Hoehn</i>	Name of landowner <i>First Bank of Berne Trust w/w Roger J. Kaehr</i>
Street address of Preparer <i>121 E. Market St.</i>	Signature of Preparer <i>See attached page 5</i>
City, state and ZIP code <i>Bluffton, IN 46714</i>	Telephone number of Preparer <i>260 824-5577</i>

Registered Land Surveyors Complete the Following:

Surveyor's Registration number <i>87-0002</i>	SURVEYOR'S SEAL <i>See attached page 5</i>
--	---



REPORT OF APPRAISEMENT

State Form 19883 (R2 / 12-00)

Name of owner <i>First Bank of Berne Trust w/w Roger J. Kaehr</i>	Section <i>28</i>	Township <i>26W</i>	Range <i>13E</i>
I, _____ County Assessor of <u>Adams</u> County, Indiana acknowledge that this land (described in this application) is entering the tax roll as Classified Forest and Wildland at an assessed value of one dollar per acre.			
Signature of County Assessor <i>Donald E. Kuhn</i>		Date signed (month, day, year) <i>Feb 11, 2014</i>	

FORESTLAND/WILDLAND INFO

PLAT OF LAND TO BE CLASSIFIED

See attached page 5

2 tracts of 17.47 and 71.70
respectively

Acreage	Scale	County	Name of applicant
17.47 & 71.70	1" = 200'	Adams	First Bank of Berne Trust w/ Roger J. Kaehr

FORESTLAND/WILDLAND INFO

LEGAL DESCRIPTION OF LAND TO BE CLASSIFIED (narrative)

See attached page 5
2 tracts of 17.47 & 71.70 acres
respectively

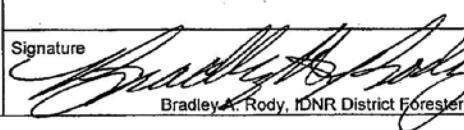
**SEND COMPLETED AND RECORDED
APPLICATION TO:**

Brad Rody, District Forester
5400 E. Salamonie Forest Road
Lagro, IN 46940

Prepared by: Brad Rody, District Forester

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

Signature



Bradley A. Rody, IDNR District Forester

Date

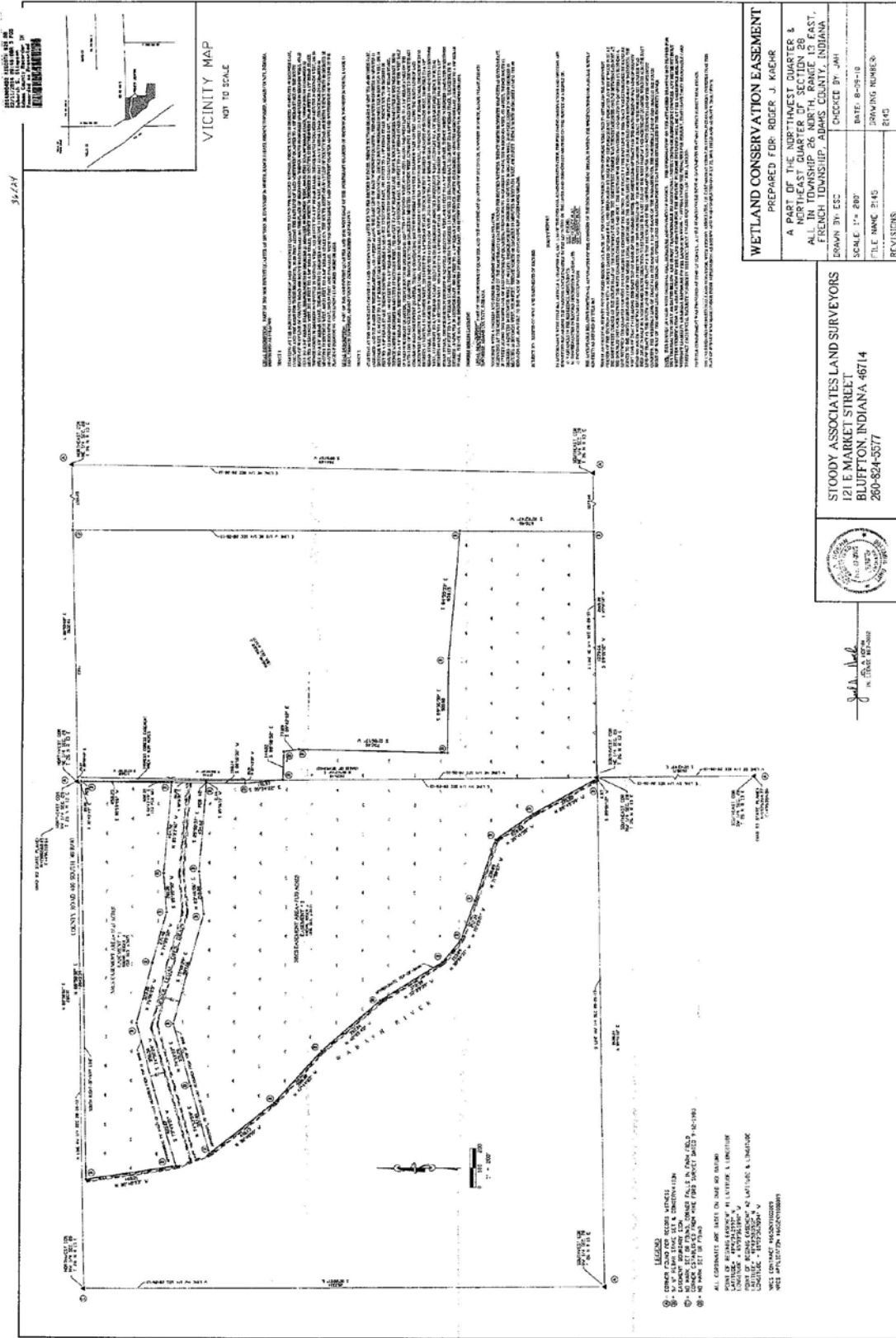
February 2, 2014

Instrument #2014000492

Miscellaneous/Other

Recorded 2-11-14

FORESTLAND/WILDLAND INFO



WETLAND RESERVE INFORMATION

WETLAND RESERVE INFORMATION



FACT SHEET



Natural Resources Conservation Service's Compatible Use Authorization Guidelines

Wetlands Reserve Program, Floodplain Easement Program, and Healthy Forests Reserve Program

Compatible uses are important management tools to achieve wetland functions and values and maximize wildlife habitat. Compatible uses further the long-term protection and enhancement of the wetland and other natural values of the easement area, but also offer the landowner flexibility in the management of their land. Implementation can provide management of plant species and stages and improve habitat diversity on easement lands. Any activity that affects vegetation or alters water levels requires a compatible use permit.

How to Apply

Landowners may request a compatible use authorization through their local field office. A Compatible Use Authorization Request form (AD-1160) and supporting documentation are required.

Supporting documentation may include:

- maps clearly showing the location of the activity,
- description of the timeframe (what time of year?), duration (how many days/months/years?) and intensity of the activity (how often will it be implemented?)
- a detailed weed control or management plan
- seeding or planting list
- prescribed burn plan developed by a certified planner
- other supporting documentation as required

The Compatible Use Authorization request will be evaluated by the NRCS, in consultation with United States Fish and Wildlife Service and other technical partners as needed. Approval is not guaranteed, and if the proposal is approved, NRCS will provide detailed limits for the approved activity. Sites with active compatible use authorizations will be monitored more frequently to ensure the activity is not detrimental to the site. Compatible use authorizations may be revoked at any time.

Common Types of Compatible Use Requests

Trails: Access trails and nature/hiking trails require approval. Approved trails may not exceed 10-foot in width. Mowing must take place at designated times to minimize disturbance to wildlife. Trails maintained below 6 inches in height, may be mowed year round. If vegetation exceeds 6 inches in height during the active season of April 1- August 1 (April 1-November 1 for endangered species), the landowner must wait until after the active season to resume mowing. The total area of all trails and food plots combined will not exceed 5% of the easement acreage. A map designating the location and length of the trails must be included with the compatible use authorization request.

Food Plots: If authorized, food plots are permitted on no more than 5% of the easement acreage. The total area of trails and food plots combined will not exceed 5% of the easement acreage. Food plots may be annual or perennial in nature, but may not be harvested. Food plot specifications will follow the Indiana NRCS Field Office Technical Guide Standard 645 Upland Wildlife Management.

Vegetative Management: Landowners may be interested in maintaining a specific habitat type on their property. This may include the maintenance of grassland/prairie or early-succession habitats that require regular disturbance. Disturbance activities include, but are not limited to strip disking, strip spraying and prescribed burning. Note that prescribed burning compatible use authorization requests must include a copy of a burn plan prepared by a qualified individual.

Landowners may also be interested in enhancing the natural vegetation on their property with additional plantings. A complete list of species to be planted should be provided as part of the compatible use authorization request.

Noxious Weed Control: Noxious weed control is the responsibility of the landowner, and required by the Warranty Easement Deed. The methods landowners use for controlling weeds must be written in a compatible use authorization prior to weed control activities. See Vegetative Management section above.

Timber Harvest: For both the Wetlands Reserve Program (WRP) and Floodplain Easement Program (FPE), forest stand improvement will only be considered in instances where it is required to achieve or protect wildlife habitat and function. Typical harvests of marketable timber do not meet this criterion, and are generally not consistent with the long-term protection of the easement. Any forest stand improvement proposal will require a harvest plan developed in consultation with a wildlife or forestry professional. The Healthy Forest Reserve Program (HFRP) contains provisions for timber harvest. Landowners with HFRP easements must work closely with their local field office and a professional forester to develop a comprehensive harvest plan consistent with program requirements.

Wetland Enhancement: Landowners may be interested in managing or enhancing the wetland hydrology. These may include the management of water levels, or diversifying the topography of the site to target specific species of wildlife (for example mudflat management for shorebirds). Landowners are encouraged to work with the local NRCS field office and a wildlife biologist to develop a plan to be included with the compatible use authorization request that will benefit the target species.



Woodducks on Wabash River WRP

WETLAND RESERVE INFORMATION



FACT SHEET



Natural Resources Conservation Service's Hunting on Wetlands and Easements

All NRCS Easement Programs

Hunting remains one of the more popular activities on Wetlands Reserve Program and Floodplain Easement properties. Through the Warranty Easement Deed for these programs, the landowner retains the right to undeveloped recreational use of the easement, including activities such as hiking, bird watching, and hunting. All hunting on the easement is subject to Indiana and federal game and fish regulations and seasons.

Hunting Blinds and Structures

Undeveloped recreational use may include the use of hunting equipment such as tree stands and hunting blinds that are rustic and customary for the locale. In Indiana, hunting blinds permissible on Wetlands Reserve Program and Floodplain Easements easements will be rustic and customary, and therefore be temporary in nature and result in minimal surface disturbance.

Permissible tree stands and hunting blinds:

1. Will not require the use of heavy machinery, including earth moving equipment, telephone pole drivers, etc. to install.
2. Can be removed immediately from the site upon request. No special equipment or power tools should be required for removal. Nothing larger than a pick-up truck or tractor should be necessary to pull a moveable blind on skids.
3. Will not use concrete or asphalt to construct footings, foundations, or other supporting structures.
4. Will not disturb the surface of the ground through excavation or vegetation removal.
5. Will be braced with T-posts or other similar support that can be both installed and removed by hand, when necessary for safety purposes.
6. Do not include houses, trailers, mobile homes, hunting and fishing lodges, cabins, fishing huts, or other similar structures.

The requirements listed above apply to all easements enrolled in from October 1, 2012 and thereafter. For all easements enrolled prior to Fiscal Year 2012, blinds currently existing on the easement may be utilized "as is." Any additional blinds must meet the above criteria. Once the existing blinds degrade and are no longer useable, they may not be replaced, except with a blind that meets the above specifications.

Access

The Warranty Easement Deed grants the landowners of the easement property the right to control access to the land. This means the easement is not open to the public without landowner permission. NRCS retains the right to access the site to ensure easement terms and conditions are being met, but it is up to the landowner's discretion what type of access is granted to others. It is the right and responsibility of the landowner to control access and limit trespassing.

Captive Raised Game and Hunting Dog Training

The Warranty Easement specifically prohibits the use of the easement to raise, stock, and/or release captive bred game. Also prohibited is the disturbance of nesting and brood-rearing of wildlife, including migratory birds. Dogs should not be trained on site during the nesting season (April 1- August 15). Dogs can disturb or destroy nests of many ground-nesting birds and other wildlife.

Food Plots and Trails

Food plots and trails require approval through a Compatible Use Authorization. The **total** area of trails and food plots combined will not exceed 5% of the easement acreage. Food plots may be annual or perennial in nature, but may not be harvested. Only 1/3 of the total acreage allotted to annual food plots may be planted in any given year, and rotated through the designated area. Trails may only be mowed once per year, at designated times, and not exceed 10-foot in width. For more detailed information on how to submit a Compatible Use Authorization request, or more detailed specifics on food plots and trails, please the *Compatible Use Authorization Guidelines Fact Sheet*.



Photo taken by Bob Steiner

WETLAND RESERVE INFORMATION



FACT SHEET



Natural Resources Conservation Service's

New Landowner Information on Wetlands and Easements

Wetlands Reserve Program and Floodplain Easement Program

Congratulations on your purchase of land with a Wetlands Reserve Program or Floodplain Easement Program conservation easement. You are joining a growing group of individuals who are concerned with protecting Indiana's natural resources for future generations. As of 2013, the Wetlands Reserve Program and Floodplain Easement Program have protected nearly 70,000 acres of wetland and floodplain habitat throughout the state. The Natural Resources Conservation Service (NRCS) is eager to work with you to maintain and enhance the conservation values of your easement.

This fact sheet is intended to give you an overview of the purpose and intent of the Wetlands Reserve and Floodplain Easement programs, and the regulations governing the easement on your property. At times the easement process can seem overwhelming. This fact sheet is not all encompassing. Please contact your local Natural Resources Conservation Service representative to set up a time to meet and discuss your new easement. There is a District Conservationist that supports every county within the state. You may find the contact information for your county on the Indiana NRCS website: <http://www.nrcs.usda.gov/wps/portal/nrcs/main/in/contact/>

Goals of the Programs

The objectives of the Wetlands Reserve Program and Floodplain Easement Program are to protect, restore and enhance the original hydrology, vegetation, and functional values of wetlands and floodplain habitats in an agricultural landscape. These programs are intended to help achieve the national goal of no net loss of wetlands, and to improve the general environment of the country. Emphasis is placed on the protection and restoration of habitat for migratory birds and threatened and endangered species, protection of native flora and fauna contributing to the Nation's natural heritage, water quality protections, flood reduction, and ground water recharge. The programs also emphasize the protection and enhancement of open space and the furtherance of education and scholarship.

Warranty Easement Deed

The Warranty Easement Deed is the overarching document governing the rights and prohibitions on the easement property. This document is recorded at the county courthouse, and should have been provided to you, or referenced as part of the title insurance documentation, at the time you purchased the property. The Warranty Easement Deed remains in effect, despite future changes to program policies and legislation, and should be referenced prior to any action on the property. There are two types of Warranty Easement Deeds for the Wetlands Reserve Program: 30-year Duration, and Permanent (in perpetuity). Be sure to review your deed to identify which type of easement is found on your property. All Floodplain Easements are permanent.



Photo taken by Bob Steiner

WETLAND RESERVE INFORMATION



Prohibitions

See the Warranty Easement Deed for a complete list of prohibitions. In general, any action that has the potential or intent to alter vegetation or impact hydrology is prohibited on the easement. Prohibited actions include, but are not limited to: haying, grazing, mowing, plowing, cropping, dumping waste, harvesting of wood products, draining, dredging or filling channels, disturbing or interfering with nesting, recreational vehicle trails, horse trails, and trap/skeet shooting operations. No permanent structures are permitted on the easement. In some instances, certain prohibited actions may be authorized through a compatible use authorization. The NRCS has the authority to approve certain activities on the easement that will benefit and further the intent of the easement. In such instances, the landowner may apply for a compatible use authorization to complete such activity. Compatible uses are not guaranteed and may be revoked at any time. See the Compatible Use Authorization Fact Sheet for more detailed information on the process.

Management and Monitoring

The United States, through the Natural Resources Conservation Service, retains the rights to access the easement area for the purposes of monitoring, enforcement, maintenance, and management activities. It is the NRCS's responsibility to ensure the terms and conditions of the easement are being met, and the natural values of the easement are being protected and maintained.

To fulfill its responsibility, the NRCS conducts annual and periodic monitoring activities on the easement. These may include onsite review of the easement. The Landowner will be notified prior to the monitoring activity. This is a good opportunity to meet with NRCS to update any management plans, discuss easement concerns, and review the status of the easement.

Rights of the Landowner

The Warranty Easement Deeds have some variability, depending on when the easement was recorded, and the document specific to your property should be referenced for details. In general, the landowner retains 5-6 rights on the property.

1. **Title:** Includes the right to transfer or sell the property. The easement survives transfer.
2. **Quiet Enjoyment:** the right of the Landowner to enjoy the rights reserved on the easement without interference from others
3. **Control of Access:** The right to control general public access to the land. The land remains in private ownership. It is the Landowner's responsibility to control trespassers. The NRCS or its representative must be given access to review and monitor the easement to ensure the terms and conditions of the easements are being met. All other access is at the discretion of the landowner.
4. **Recreational Uses:** The right to undeveloped recreational uses, including hiking, bird watching, hunting, fishing, and the leasing of those rights. See the Hunting Fact Sheet for more information.
5. **Subsurface Resources:** The right to oil, gas, mineral, etc. resources underlying the easement area, provided that any drilling or mining activities are located outside the easement. No surface extraction is permitted within the easement area.
6. **Water Rights:** This right is more applicable to western states and not typically a matter of concern in Indiana.

For More Information and Additional Factsheets

<http://www.nrcs.usda.gov/wps/portal/nrcs/main/in/programs/easements/>

PRELIMINARY TITLE

PRELIMINARY TITLE



FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

1. Commitment Date **October 11, 2023 8:00 AM** Case No. **Kaehr**

2. Policy or policies to be issued:

(a)

ALTA Owner's Policy (6-17-06)

Amount **To Be Determined**

Proposed insured: **TO BE DETERMINED**

(b)

ALTA Loan Policy (6-17-06)

Amount

Proposed insured:

3. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

KAEHR FAMILY TRUST, FIRST BANK OF BERNE, TRUSTEE, (Final Decree of Roger J. Kaehr, not recorded of the records of Adams County, Indiana)

4. The land referred to in this Commitment is described as follows

The northeast fraction of the northwest quarter (NW/4) of Section Twenty Eight (28), in Township Twenty Six (26) North, Range Thirteen (13) East, containing 71.79 acres, more or less.

Also, the west half (W/2) of the northeast quarter (NE/4) of Section Twenty eight (28), in Township Twenty six (26) North, Range Thirteen (13) East, containing eighty (80) acres, more or less, Containing in all 151.79 acres, more or less.


Countersignature Authorized Officer or Agent

This commitment is invalid unless the insuring Provisions and Schedules A and B are attached.

Issued at Berne, Indiana

Commitment No. **Kaehr**

Schedule A – Page 1

PRELIMINARY TITLE

TCLT-

2011000255 EASEMENT \$33.00
01/20/2011 01:52:18P 12 PGS
Constance J. Moser
Adams County Recorder IN
Recorded as Presented



U.S. Department of Agriculture
Natural Resources Conservation Service
12/2009

NRCS-LTP-30
01/2010

WARRANTY EASEMENT DEED IN PERPETUITY

WETLANDS RESERVE PROGRAM EASEMENT

NO. 6522KY1000009

THIS WARRANTY EASEMENT DEED is made by and between First Bank of Berne, Trustee, Kaehr Family Trust 102 W. Main Street Ste 223; Berne, IN 46711 (hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA, by and through the Commodity Credit Corporation (CCC) (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties". The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the easement area. By signing this deed, the Landowner agrees to the restoration of the Easement Area and grants the right to carry out such restoration to the United States.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. §3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of Dollars (\$272,771.03), the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, (the Grantee), in perpetuity, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title, and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind

30 Ew

12

PRELIMINARY TITLE

TCLT-

the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the easement area, the Landowner reserves:

- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Quiet Enjoyment. The right of the Landowner to enjoy the rights reserved on the easement area without interference from others.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. Undeveloped recreational use may include hunting equipment, such as, tree stands and hunting blinds that are rustic and customary for the locale as determined by NRCS.
- E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C which is appended to and made a part of this easement deed, if applicable.

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- F. Water uses and water rights. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D which is appended to and made a part of this easement deed, if applicable.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

- A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the easement area:
1. haying, mowing, or seed harvesting for any reason;
 2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
 3. dumping refuse, wastes, sewage, or other debris;
 4. harvesting wood products;
 5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, except as specifically set forth in EXHIBIT D, if applicable;
 6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means, except as specifically set forth in EXHIBIT D, if applicable;
 7. building, placing, or allowing to be placed structures on, under, or over the easement area, except for structures for undeveloped recreational use;
 8. planting or harvesting any crop;
 9. grazing or allowing livestock on the easement area;
 10. disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
 11. use of the easement area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
 12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the easement area; and
 13. any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the land that is subject to the easement if such activities will alter, degrade, or otherwise diminish the functional value of the eligible land.

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- B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.
- C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner. The installation or use of fences which have the effect of preventing wildlife access and use of the easement area are prohibited on the easement or easement boundary.
- D. Use of water for easement purposes. The landowner shall use water for easement purposes as set forth in EXHIBIT D, which is appended to and made a part of this easement deed, if applicable.
- E. Protection of water uses and water rights. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.
- F. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- G. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.
- H. Survival. Irrelevant of any violations by the Landowner of the terms of this deed, this easement survives and runs with the land for its duration.

PART IV. Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. Limitations. Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

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PART V. Rights of the United States. The rights of the United States include:

- A. **Management activities.** The United States has the right to enter the easement area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States may apply to or impound additional waters, in accordance with State water law, on the easement area in order to maintain or improve wetland and other natural values.
- B. **Access.** The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B.
- C. **Easement Management.** The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the NRCS determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. §3837e(b)) is reserved to the Secretary of Agriculture in accordance with applicable law.
- D. **Violations and Remedies - Enforcement.** The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this easement deed constitute things of value to the United States and this easement deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:
 1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,

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2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

- A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.
- B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.
- C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards or conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

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Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substance and wastes are defined by applicable Federal and State law.

D. General Indemnification. Landowner shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the easement area, which may arise from, but is not limited to, Landowner's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this easement deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

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TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she, or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 1st day of December, 2010.

First Bank of Berne, Trustee-Kaehr Family Trust

Landowner(s): Ryan M. Schwartz, TR
by Ryan Schwartz
M.

ACKNOWLEDGMENT

STATE OF Indiana
COUNTY OF Adams

On this 1st day of December, 2010, before me, the undersigned, a Notary Public in and for said State personally appeared Ryan M. Schwartz know or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public for the State of Indiana
Residing at Adams County
My Commission
Expires 2-27-16

Lori S. Liechty
Lori S. Liechty



PRELIMINARY TITLE

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NAME: Kaehr Family Trust

CONTRACT : #6652KY100009

I, Jane E. Hardisty being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Warranty Easement Deed with respect to the rights and duties of the United States.

Dated this 13th day of December 2010.

Natural Resources Conservation Service(s) Signature:

Jane E. Hardisty
Jane E. Hardisty
Title: State Conservationist

Acknowledgment

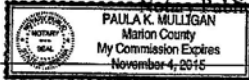
In the State or Commonwealth of Indiana, County, Borough or Parish of Marion, on this 13th day of December, 2010 before me, the undersigned, a Notary Public in and for said jurisdiction, personally appeared Jane E. Hardisty to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto my hand and Notarial Seal subscribed and affixed in said jurisdiction, the day and year above written.

(NOTARIAL SEAL)

Paula K. Mulligan Paula K. Mulligan
Printed Name

My Commission Expires:



Resident of Marion County, Indiana.

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PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

Tax Mailing Address: 102 W. Main Street Ste 223; Berne, IN 46711

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Holly Perkins

This document prepared by: Gerald Roach

PRELIMINARY TITLE

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Exhibit A

LEGAL DESCRIPTION. PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 26 NORTH, RANGE 13 EAST, FRENCH TOWNSHIP, ADAMS COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

TRACT 1

STARTING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER FOUND PER RECORD WITNESS, THENCE SOUTH 00 DEGREES 43 MINUTES 49 SECONDS EAST, (ASSUMED AND THE BASIS FOR THESE BEARINGS), 20.00 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER TO A 5/8" REBAR STAKE ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 400 SOUTH WHICH SHALL BE THE PLACE OF BEGINNING; THENCE SOUTH 00 DEGREES 19 MINUTES 06 SECONDS WEST, 458.23 FEET TO A 5/8" REBAR STAKE; THENCE NORTH 85 DEGREES 23 MINUTES 40 SECONDS WEST, 464.92 FEET TO A 5/8" REBAR STAKE; THENCE SOUTH 85 DEGREES 22 MINUTES 50 SECONDS WEST, 201.00 FEET TO A 5/8" REBAR STAKE; THENCE NORTH 74 DEGREES 23 MINUTES 52 SECONDS WEST, 271.40 FEET TO A 5/8" REBAR STAKE; THENCE NORTH 75 DEGREES 09 MINUTES 23 SECONDS WEST, 323.20 FEET TO A 5/8" REBAR STAKE; THENCE SOUTH 74 DEGREES 50 MINUTES 24 SECONDS WEST, 356.50 FEET TO A 5/8" REBAR STAKE; THENCE SOUTH 73 DEGREES 49 MINUTES 21 SECONDS WEST, 403.02 FEET TO A 5/8" REBAR STAKE; THENCE NORTH 06 DEGREES 48 MINUTES 53 SECONDS WEST, 460.21 FEET TO A 5/8" REBAR STAKE ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 400 SOUTH; THENCE NORTH 88 DEGREES 58 MINUTES 02 SECONDS EAST, 2043.39 FEET AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE PLACE OF BEGINNING, CONTAINING 17.47 ACRES MORE OR LESS.

LEGAL DESCRIPTION. PART OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 26 NORTH, RANGE 13 EAST, FRENCH TOWNSHIP, ADAMS COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

TRACT 2

STARTING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER FOUND PER RECORD WITNESS, THENCE SOUTH 00 DEGREES 43 MINUTES 49 SECONDS EAST, (ASSUMED AND THE BASIS FOR THESE BEARINGS), 642.33 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 16 MINUTES 11 SECONDS WEST, 11.44 FEET TO A 5/8" REBAR STAKE WHICH SHALL BE THE PLACE OF BEGINNING; THENCE SOUTH 60 DEGREES 16 MINUTES 30 SECONDS WEST, 198.14 FEET TO A 5/8" REBAR STAKE; THENCE SOUTH 05 DEGREES 54 MINUTES 22 SECONDS EAST, 191.97 FEET TO A 5/8" REBAR STAKE; THENCE SOUTH 48 DEGREES 08 MINUTES 52 SECONDS EAST, 144.02 FEET TO A 5/8" REBAR STAKE; THENCE SOUTH 09 DEGREES 42 MINUTES 02 SECONDS EAST, 77.89 FEET TO A 5/8" REBAR STAKE; THENCE SOUTH 01 DEGREES 06 MINUTES 17 SECONDS WEST, 752.40 FEET TO A 5/8" REBAR STAKE; THENCE SOUTH 89 DEGREES 36 MINUTES 30 SECONDS EAST, 500.00 FEET TO A 5/8" REBAR STAKE; THENCE SOUTH 84 DEGREES 55 MINUTES 33 SECONDS EAST, 628.15 FEET TO A 5/8" REBAR STAKE ON THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE SOUTH 06 DEGREES 03 MINUTES 47 SECONDS WEST, 676.46 FEET ALONG SAID WEST LINE TO A 5/8" REBAR STAKE ON THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 01 MINUTES 12 SECONDS WEST, 1279.66 FEET ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE CONTINUING SOUTH 89 DEGREES 01 MINUTES 12 SECONDS WEST 4.94 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO A 5/8" REBAR STAKE; THENCE NORTH 28 DEGREES 45 MINUTES 59 SECONDS WEST, 370.82 FEET TO A 5/8" REBAR STAKE; THENCE NORTH 35 DEGREES 41 MINUTES 55 SECONDS WEST, 228.83 FEET TO A 5/8" REBAR STAKE; THENCE NORTH 71 DEGREES 58 MINUTES 07 SECONDS WEST, 338.89 FEET TO A 5/8" REBAR STAKE; THENCE NORTH 70 DEGREES 25 MINUTES 01 SECONDS WEST, 212.54 FEET TO A 5/8" REBAR STAKE; THENCE NORTH 50 DEGREES 54 MINUTES 51 SECONDS WEST, 153.89 FEET TO A 5/8" REBAR STAKE; THENCE NORTH 32 DEGREES 29 MINUTES 39 SECONDS WEST, 372.59 FEET TO A 5/8" REBAR STAKE; THENCE NORTH 42 DEGREES 05 MINUTES 45 SECONDS WEST, 392.04 FEET TO A 5/8" REBAR STAKE; THENCE NORTH 47 DEGREES 44 MINUTES 22 SECONDS WEST, 338.38 FEET TO A 5/8" REBAR STAKE; THENCE NORTH 38 DEGREES 40 MINUTES 10 SECONDS WEST, 418.13 FEET TO A 5/8" REBAR STAKE; THENCE NORTH 74 DEGREES 13 MINUTES 59 SECONDS EAST, 357.81 FEET TO A 5/8" REBAR STAKE; THENCE NORTH 74 DEGREES 13 MINUTES 22 SECONDS EAST, 331.26 FEET TO A 5/8" REBAR STAKE; THENCE SOUTH 75 DEGREES 18 MINUTES 29 SECONDS EAST, 589.06 FEET TO A 5/8" REBAR STAKE; THENCE NORTH 83 DEGREES 46 MINUTES 06 SECONDS EAST, 218.80 FEET TO A 5/8" REBAR STAKE; THENCE SOUTH 85 DEGREES 50 MINUTES 37 SECONDS EAST, 454.62 FEET TO THE PLACE OF BEGINNING, CONTAINING 71.76 ACRES MORE OR LESS.

INGRESS EGRESS EASEMENT

LEGAL DESCRIPTION. PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 26 NORTH, RANGE 13 EAST, FRENCH TOWNSHIP, ADAMS COUNTY, INDIANA.

TOGETHER WITH A INGRESS AND EGRESS EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER FOUND PER RECORD WITNESS; THENCE NORTH 88 DEGREES 50 MINUTES 48 SECONDS EAST, 20.37 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 19 MINUTES 06 SECONDS WEST, 473.68 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 30 SECONDS WEST, 377.40 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS WEST, 20.00 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 30 SECONDS WEST, 392.39 FEET; THENCE NORTH 06 DEGREES 19 MINUTES 06 SECONDS WEST, 458.23 FEET; THENCE NORTH 00 DEGREES 43 MINUTES 49 SECONDS EAST, 20.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.39 ACRES MORE OR LESS.

SUBJECT TO: RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

NON-TAXABLE
~~OWN-ENTERED~~
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

JAN 20 2011

William A. Burns
AUDITOR ADAMS COUNTY

PRELIMINARY TITLE

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"EXHIBIT B"

RE: Kaehr Family Trust – Wetlands Reserve Program (WRP) - 6652KY100009

Ingress/egress to the WRP property is as described on Exhibit A.

10/11/2011 10:11:11 AM

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

