

*Cover page for:*

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

*Preliminary title insurance schedules prepared by:*

**D & E Abstract & Title Co.**

**(File Number: 10239)**

*For December 1, 2023 auction to be conducted by:*

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

*On behalf of:*

**Shupe, et al.**

## **\* Auction Company's Notes:**

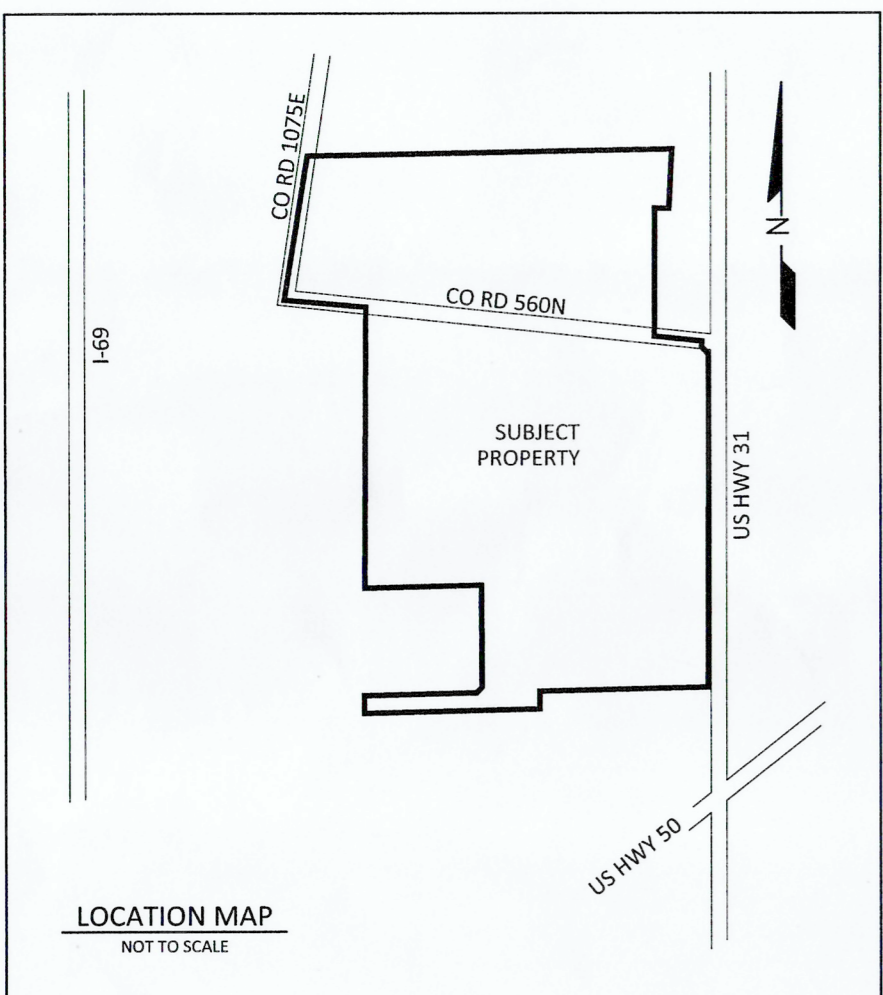
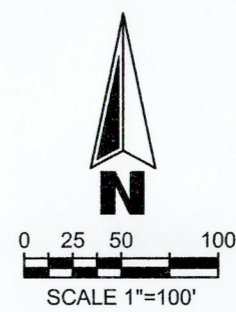
- The preliminary title insurance schedules refer to Lot 1 and Lot 2 in the Shupe Farm Replat recorded on November 20, 2023. Auction Tract 1 consists of the land shown as "Lot 2" in the Shupe Farm Replat Plat. Auction Tract 2 consists of the land shown as "Lot 1" in the Shupe Farm Replat Plat.
- Based on the documents received from the title company as of the preparation of this cover page, the following issues were noted with respect to special exceptions #12, #13 and #14 in the preliminary Schedule B, Part II:
  - **#12** re. Right-Of-Way and Easement (Plat Easement A, Record 7, page 137): The provided copy of this document is *partly illegible*.
  - **#13** re. Right of Way Grant (State Highway Department): Based on the notary acknowledgment, it appears this document was dated June 13, 1951 (instead of August 11, 1958). Based on the notation in the upper right corner, it appears this document was recorded on June 14, 1951 (instead of November 19, 1958).
  - **#14** re. Right of Way Grant (State Highway Department): The provided copy of this document is *illegible*.



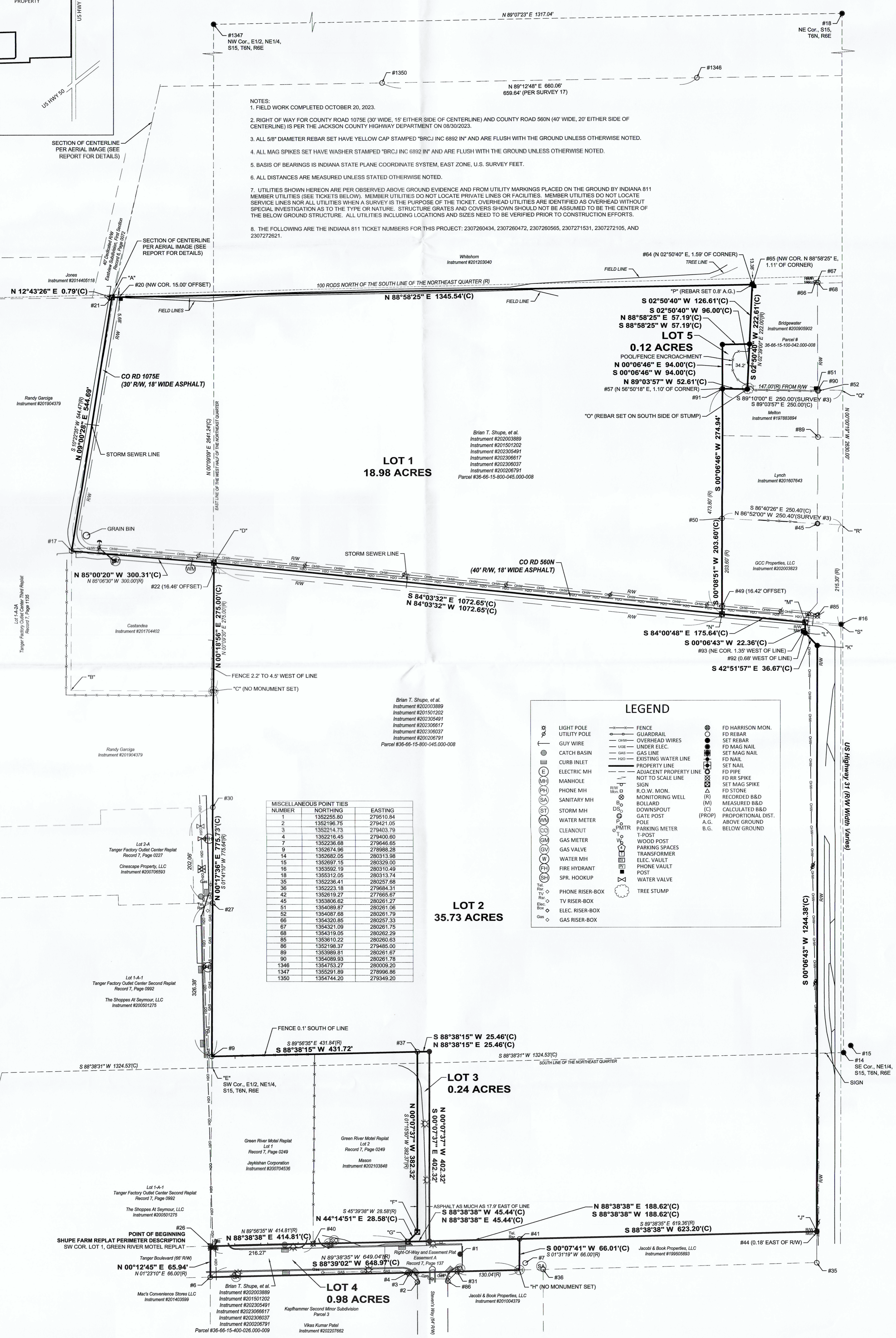
# SHUPE FARM REPLAT

## A PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 6 EAST

### JACKSON TOWNSHIP JACKSON COUNTY SEYMOUR, INDIANA



- NOTES:
1. FIELD WORK COMPLETED OCTOBER 20, 2023.
  2. RIGHT OF WAY FOR COUNTY ROAD 1075E (30' WIDE, 15' EITHER SIDE OF CENTERLINE) AND COUNTY ROAD 560N (40' WIDE, 20' EITHER SIDE OF CENTERLINE) IS PER THE JACKSON COUNTY HIGHWAY DEPARTMENT ON 08/30/2023.
  3. ALL 5/8" DIAMETER REBAR SET HAVE YELLOW CAP STAMPED "BR CJ INC 6892 IN" AND ARE FLUSH WITH THE GROUND UNLESS OTHERWISE NOTED.
  4. ALL MAG SPIKES SET HAVE WASHER STAMPED "BR CJ INC 6892 IN" AND ARE FLUSH WITH THE GROUND UNLESS OTHERWISE NOTED.
  5. BASIS OF BEARINGS IS INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, U.S. SURVEY FEET.
  6. ALL DISTANCES ARE MEASURED UNLESS STATED OTHERWISE NOTED.
  7. UTILITIES SHOWN HEREON ARE PER OBSERVED ABOVE GROUND EVIDENCE AND FROM UTILITY MARKINGS PLACED ON THE GROUND BY INDIANA 811 MEMBER UTILITIES (SEE TICKETS BELOW). MEMBER UTILITIES DO NOT LOCATE PRIVATE LINES OR FACILITIES. MEMBER UTILITIES DO NOT LOCATE SERVICE LINES NOR ALL UTILITIES WHEN A SURVEY IS THE PURPOSE OF THE TICKET. OVERHEAD UTILITIES ARE IDENTIFIED AS OVERHEAD WITHOUT SPECIAL INVESTIGATION AS TO THE TYPE OR NATURE. STRUCTURE GRATES AND COVERS SHOWN SHOULD NOT BE ASSUMED TO BE THE CENTER OF THE BELOW GROUND STRUCTURE. ALL UTILITIES INCLUDING LOCATIONS AND SIZES NEED TO BE VERIFIED PRIOR TO CONSTRUCTION EFFORTS.
  8. THE FOLLOWING ARE THE INDIANA 811 TICKET NUMBERS FOR THIS PROJECT: 2307260434, 2307260472, 2307260565, 2307271531, 2307272105, AND 2307272621.



NUMBER	NORTHING	EASTING
1	1352255.80	279510.84
2	1352196.75	279421.05
3	1352214.73	279403.79
4	1352216.45	279400.60
7	1352236.68	279646.65
9	1352874.96	278988.28
14	1352682.05	280313.98
15	1352697.15	280329.00
16	1353552.19	280310.49
18	1355312.06	280313.74
35	1352236.41	280257.88
36	1352223.18	279684.31
42	1352619.27	277665.67
45	1353906.62	280261.27
51	1354089.87	280261.06
52	1354087.68	280261.79
66	1354320.85	280261.33
67	1354321.09	280261.75
68	1354319.05	280262.29
85	1353610.22	280260.63
86	1352198.37	279485.00
89	1353989.81	280261.67
90	1354089.93	280261.78
1346	1354753.27	280009.20
1347	1355291.89	278996.86
1350	1354744.20	279549.20

#### LEGEND

	LIGHT POLE		FENCE		FD HARRISON MON.
	UTILITY POLE		GUARDRAIL		FD REBAR
	GUY WIRE		OVERHEAD WIRES		SET REBAR
	CATCH BASIN		UNDER ELEC.		FD MAG NAIL
	CURB INLET		GAS LINE		SET MAG NAIL
	ELECTRIC MH		EXISTING WATER LINE		FD NAIL
	MANHOLE		PROPERTY LINE		SET NAIL
	PHONE MH		ADJACENT PROPERTY LINE		FD PIPE
	SANITARY MH		NOT TO SCALE LINE		FD RR SPIKE
	STORM MH		SIGN		FD STONE
	WATER METER		R.O.W. MON.		RECORDED B&D
	CLEANOUT		MONITORING WELL		MEASURED B&D
	GAS METER		DOWNSPOUT		CALCULATED B&D
	GAS VALVE		GATE POST		PROPORTIONAL DIST.
	WATER MH		POLE		A.G.
	FIRE HYDRANT		PARKING METER		B.G.
	SPR. HOOKUP		WOOD POST		
	PHONE RISER-BOX		PARKING SPACES		
	TV RISER-BOX		TRANSFORMER		
	ELEC. RISER-BOX		ELEC. VAULT		
	GAS RISER-BOX		PHONE VAULT		
			POST		
			WATER VALVE		
			TREE STUMP		

PROJECT NO. <b>2-3410</b>	SHEET <b>1 OF 2</b>	<b>SHUPE FARM REPLAT</b> JACKSON COUNTY SEYMOUR, INDIANA FOR <b>BRIAN SHUPE</b>	 <b>BRCJ</b> LAND SURVEYING • CIVIL ENGINEERING • GIS 516 X Street, Bedford, Indiana 47421 Phone: 812-275-0001 Email: mknoy@brccivil.com	Revision <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>									By <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>					Date <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>				



SHUPE FARM REPLAT
A PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER
OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 6 EAST
JACKSON TOWNSHIP
JACKSON COUNTY
SEYMOUR, INDIANA

REPORT OF SURVEY

In accordance with Title 86, Rule 12 of the Indiana Administrative Code (Minimum standards for competent practice of land surveying), the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:
-Availability and condition of reference monuments.
-Evidence of possession. (There may be unwritten rights associated with any possession line.)
-Ambiguities in record descriptions and the relationship of the lines of the subject tract with adjoining lines.
-The relative positional accuracy of the measurement.

Subject Property Information

The subject property and the documented ownership interests were found recorded in the name of Brian T. Shupe and Kristine G. Sullivan in the Deed Of Distribution recorded as Instrument #202003889; Thomas Edward Kasting Separate Share Trust and Nickala Ann Kasting Separate Share Trust in the Trustee's Deed recorded as Instrument #201501202; Helen A. Samples and Dewey C. Abel in the Personal Representative's Deed recorded as Instrument #202005491; Dewey C. Abel in the Corrective Affidavit In Aid Of Title recorded as Instrument #2022036617; Helen A. Samples and Jane Abel in the Trustee's Deed recorded as Instrument #202007919; and Helen A. Samples in the Trustee's Deed recorded as Instrument #202006037 all recorded in the Jackson County Recorder's Office. There are uncertainties in the purported fractional interest in the real estate noted above. This survey represents the lines and corners of the title descriptions contained in these documents, however, this office did not determine the grantor's vested title interest in the property.

This is an original survey made at the request of Brian T. Shupe to replat Parcel #36-66-15-800-045-000-008 and Parcel #36-66-15-400-026-000-009 into 5 lots. Lots 3 and 5 were created to correct encroachments. Lot 4 is to be dedicated to the City of Seymour, Indiana. Utilities were located with the aid of Indiana 811 tickets submitted at the request of the client.

Positional Accuracy

The Relative Positional Accuracy in the location of points shown on this survey are within that allowable for a Urban Survey (0.07 feet, plus 50 ppm) as defined by Title 865, Rule 12 of the Indiana Administrative Code.

Surveys Consulted:

Table with columns: No., Surveyor, Date, Recording Info., Notes. Lists various surveyors and their associated records and notes.

Monuments Found or Set

The following monuments are shown on this survey and monuments accepted are discussed in the Established Lines and Corners section of this report. Surveys noted herein are from the survey(s) consulted above as numbered.

- 1 A 5/8-inch diameter rebar was found flush with the ground. The history of this monument is unknown.
2 A 1/2-inch diameter rebar with busted cap was found flush with the ground. This monument is shown on surveys 6, 7, 8, 14, and 15.
3 A 5/8-inch diameter rebar with busted cap was found 0.1' below grade. The history of this monument is unknown.
... (List continues with 1350 items)

Deed Analysis

The subject deed(s) describe Parcel(s) #36-66-15-800-045-000-008 and #36-66-15-400-026-000-009 using numerous exceptions from a larger original tract (134.5 plus acres). All the exceptions do not appear to account or cover all of the original tract. There may be exceptions missing or land has not been transferred. Only Parcels #36-66-15-800-045-000-008 and #36-66-15-400-026-000-009 were surveyed. Surveys, descriptions, and monuments surrounding the subject parcels were relied on as best evidence of the lines. No easements were reviewed. The Deed Of Distribution recorded as Instrument #202003889 was used as the standard for comparing other subject deeds for this survey.

Instrument #201501202 did not reflect Instrument #200704536 and Instrument #202103848.

Instrument #201501202 references "SUBJECT TO: A life estate retained by Florence A. Carter." Instrument #200206791 describes a 2.137 acre parcel which is also noted in Instrument #201501202 about the "SUBJECT TO" statement. It is believed the 2.137 acres parcel is what is being referenced to in Instrument #201501202 and possibly transferred in Instrument #200603727 as a surveyed description.
The first exception notes 1 acre and 3 rods out of the Northeast corner thereof formerly belonging to John Loebline. Going through transfer books we were not able to locate a deed for John Loebline in Section 15. The only parcel not reflected as an exception in the subject deed is the northeast corner parcel (Parcel #36-66-15-100-042-000-008) described in Instrument #200905902. The acreage of Instrument #200905902 approximately matches the 1 acre and 3 rods (1.02 acres) acreage if 50' of right of way along Instrument #200905902 is added to record acreage of said Instrument #200905902. Parcel #36-66-15-100-042-000-008 could be the property reflected in the exception owned by Mr. Loebline. This creates an uncertainty of at least 1 acre and 3 rods (1.02 acres).

The third exception of 2.79 acres in the subject deed appears to match the adjoining descriptions. The west side of the exception per survey 3 is 478.72' versus 473.8' (R) and the east side of the exception per survey 3 is 500.48' versus 499' (R). Survey 3 was used as the best evidence of the lines.

The northwest corner of Steven's Way survey 5 notes N 44°03'38" W; more recent surveys use a bearing of S 44°03'28" E.

Steven's Way notes on the west side a record distance of 803.73' per survey 5. Surveys 14 and 15 notes a platted distance of 803.78'.

Instrument #200501275 Lot 1-A-1 does not mathematically close by 5.57'.

Instrument #202003823 is missing the complete bearing call (84°15' West per instrument). The subject's exception of N 84°15' West was used.

The exception on Instrument #202103848 deed does not close by 288.62'. Instrument #200704536 deed description was used to describe the exception.

Instrument #201004379 does not mathematically close by 544.58 feet. I believe there is an extra call of 'N 45°19' E, 544.58 feet' along the east RW of Steven's Way which is not shown on survey 5 dedicating Steven's Way. It also appears the lead in has an additional arc length of 4.84 feet which is not needed. Controlling calls to Tanger Boulevard and Steven's Way show there is no apparent overlap/gap in deeds.

Instrument #201607643 appears to have an error in the description. The N 86°52'00" W, 25.40' I believe should be 250.40' per survey 3.

No apparent overlaps or gaps in deeds were found.

Established Lines and Corners

The north line was established from monuments 20 and 65 and extended to intersect the east 40' dedicated RW as shown on survey 2 (calculated point "A" where a mag spike was set). The 40' RW was established at the record angle of 103°30' from the north line of survey 12. The adjointer to the north, Whitson (Inst. #201203040), does not close by 17.10 feet. With the uncertainties in monument 14 (see the Monuments Found or Set section of this report for details), it is doubtfully the south line of the Northeast Quarter of Section 15 is currently in the same location as when the subject parcel was created. Offsetting said south line 100 rods (1650 feet), the line is 5.68 to 13.38 feet north of monuments 20 and 65. With the uncertainty in monument 14, the 100 rods could be even further north of monuments 20 and 65. Due to latent ambiguities in the deed to the north and the uncertainties of the south line of the Northeast Quarter of Section 15, I can not determine if there are any overlaps or gaps in deeds along the north line. A complete survey of the Whitson parcel (Inst. #201203040) would be required and outside of the scope of this survey, but by establishing the lines of the Whitson parcel using monuments 20 and 65 as its south line extended to the east section line, a line extended through monuments 1346 and 1350 to the east section and the centerline of CO RD 1075E per a 2021 aerial photo from the Indiana Spatial Data Portal (https://gis.in.gov) as the north line, the east line section line as the east line, and the centerline of CO RD 1075E from said aerial image as the west line, the calculated area is 15.05 acres and record is 15.18 acres. Monuments 20 and 65 appear to match what is being occupied and are in my opinion of the best evidence of the line.

The west line along CO RD 1075E was established between monuments 21 and 17.

Calculated points "B" and "C" are from record geometry of survey 12 holding monument 26 rotated to monument 17.

Calculated point "E" was established at the mid point of monuments 14 and 42.

Calculated point "D" was established at a record distance of 275.00 feet from calculated point "C" through monument 22. The east line of the Castandea parcel calls to the east line of the Southwest Quarter of the Northeast Quarter. With this controlling call, the calculated east line of the Castandea parcel is 0.29 feet to 1.07 feet east of the now calculated section line. Due to uncertainties in monument 14, it is my opinion calculated point "D" is the best evidence of the line.

Monuments 9 and 37 establish the north line of the Green River Motel Replat.

Calculated points "F" and "G" were established at record geometry from survey 5, holding monument 26 rotated to monument 41.

Calculated point "H" was established at a record 130.04 feet from monument 31 based on record geometry used to establish points "F" and "G".

The record geometry used to establish "F" and "G" was extended through monument 41 to intersect the west right of way (RW) of US Highway 31 (calculated point "J"). The 50' RW of US Highway 31 was established between monuments 35 and 67.

US Highway 31 RW around CO RD 560N was calculated at record stationing and offsets using monument 67 as station 37+34 (calculated points "K" and "L").

Calculated point "N" was established a record 203.60 feet from monument 50 through monument 49.

Calculated point "Q" was established 250.00 feet, based on survey 3, from monument 91 through monument 90.

Calculated point "R" was established 250.40 feet, based on survey 3, from monument 50 through monument 45.

Calculated point "S" was established 215.30 feet from calculated point "R", using calculated point "Q" for line.

Calculated point "M" was established where the 75' RW of US Highway 31 intersects a line between calculated points "N" and "S".

The west line of the Melton, Lynch, and GCC Properties was established by calculated point "N" and monuments 90 and 91.

Calculated point "O" was established a record 147.00 feet from the 50' RW of US Highway 31 between monuments 90 and 91.

Calculated point "P" was established at the intersection of a line between calculated point "O" and monument 64 and a line between monuments 65 and 20.

The lines dividing Lots 1, 2, 3, 4, and 5 were created at the direction of the owner.

Uncertainties in Established Lines and Corners

As a result of the above observations, it is my opinion that the uncertainties in the location of the lines and corners established on this survey are as follows:
-Availability and condition of reference monuments. As much as 0.22' (see record and measured on plat)
-Clarity or ambiguity of the record description used and of adjoining descriptions and the relationship of the lines of the subject tract with adjoining lines. See Deed Analysis and Established Lines and Corners sections of this Report of Survey for details.

-Occupation or possession lines. As much as 34.2' with a pool/fence encroachment at the northeast corner of the subject property and the asphalt at least 17.9' east of the line at the southwest corner of the subject property. Lots 3 and 5 are to be transferred to the adjoining owners to correct possession. See plat for all other occupation.

NEW DESCRIPTION

Description Name: Shupe Farm Replat Perimeter Description
Tax Parcel Numbers: 36-66-15-800-045-000-008 and 36-66-15-400-026-000-009

A part of the Northeast Quarter and the Southeast Quarter of Section 15, Township 6 North, Range 6 East, in Jackson Township, Jackson County, Indiana; as shown on an Original Survey prepared by Matthew M. Kroy, Indiana Professional Surveyor Number LS20800146; Bledsoe Riggert Cooper & James Incorporated; Project Number 2-3410; certified November 20, 2023 described as follows:

BEGINNING at a railroad spike at the southwest corner of Lot 1 of the Green River Motel Replat as recorded in Record 7, Page 0249 in the Jackson County Recorder's Office; thence along the south lines of Lot 1 and Lot 2 of said Green River Motel Replat, NORTH 88 degrees 38 minutes EAST, a distance of 414.81 feet to a mag spike with washer stamped "BRCI INC 6892 IN" hereinafter referred to as a BRCI mag spike, at a southern corner of said Lot 2; thence leaving the south lines of said Lot 1 and Lot 2 and along the east line of said Lot 2, NORTH 44 degrees 14 minutes 51 seconds EAST a distance of 28.58 feet to a BRCI mag spike at the southeastern corner of said Lot 2; thence continuing along the east line of said Lot 2, NORTH 00 degrees 07 minutes 37 seconds WEST a distance of 382.32 feet to a 5/8-inch diameter rebar with a Wayman cap at the northeast corner of said Lot 2; thence leaving the east line of said Lot 2 and along the north lines of said Lot 2 and Lot 1, SOUTH 88 degrees 38 minutes 15 seconds WEST a distance of 451.72 feet to a 5/8-inch diameter rebar with a Wayman cap at the northwest corner of said Lot 1 and being on the east line of the Tanger Factory Outlet Center Second Replat as recorded in Record 7, Page 0992 in the Jackson County Recorder's Office and the east line of the Tanger Factory Outlet Center Third Replat as recorded in Record 7, Page 1135 in the Jackson County Recorder's Office; thence leaving the north lines of said Lot 1 and Lot 2 and along the east line of said Second and Third Replats, NORTH 00 degrees 17 minutes 36 seconds EAST a distance of 775.73 feet to the southeast corner of a parcel in the name of Castandea as described in Instrument Number 201704492 in the Jackson County Recorder's Office; thence leaving the east line of said Second and Third Replats and along the east line of said Castandea parcel, NORTH 00 degrees 18 minutes 56 seconds EAST a distance of 275.00 feet to a BRCI mag spike at the northeast corner of said Castandea parcel (passing over a 1/2-inch diameter rebar at 258.54 feet); thence leaving the east line of said Castandea parcel and along the north line of said Castandea parcel, NORTH 85 degrees 00 minutes 20 seconds WEST a distance of 300.31 feet to a 5/8-inch diameter rebar with a Wayman cap at the northwest corner of said Castandea parcel and being on the east line of said Third Replat; thence leaving the north line of said Castandea parcel and along the east line of said Third Replat, NORTH 00 degrees 00 minutes 28 seconds EAST a distance of 544.69 feet to a 1/2-inch diameter rebar at the northeast corner of said Third Replat and the southeast corner of the Eastview Subdivision First Section plat as recorded in Record 6, Page 0072 in the Jackson County Recorder's Office; thence leaving the east line of said Third Replat and along the east line of said Eastview Subdivision, NORTH 12 degrees 43 minutes 26 seconds EAST, a distance of 0.79 feet to a BRCI mag spike on the south line of a parcel in the name of Whitson as described in Instrument Number 201030340 in the Jackson County Recorder's Office; thence leaving the east line of said Eastview Subdivision and along the south line of said Whitson parcel, NORTH 88 degrees 58 minutes 25 seconds EAST a distance of 1345.54 feet to a 5/8-inch diameter rebar with yellow cap stamped "BRCI INC 6892 IN" hereinafter referred to as a BRCI rebar and being on the west line of a parcel in the name of Bridgewater as described in Instrument Number 200905902 in the Jackson County Recorder's Office (passing over the northwest corner of a 1 foot concrete post at 15.00 feet); thence leaving the south line of said Whitson parcel and along the west line of said Bridgewater parcel, SOUTH 02 degrees 50 minutes 40 seconds WEST a distance of 222.61 feet to a BRCI rebar on the north line of a parcel in the name of Melton as described in Instrument Number 19783894 in the Jackson County Recorder's Office; thence leaving the west line of said Bridgewater parcel and along the north line of said Melton parcel, NORTH 89 degrees 03 minutes 57 seconds WEST a distance of 52.81 feet to a 1/2-inch diameter rebar with a Bateman cap at the northwest corner of said Melton parcel; thence leaving the north line of said Melton parcel and along the west line of said Melton parcel and the west line of a parcel in the name of Lynch as described in Instrument Number 201607643 in the Jackson County Recorder's Office, SOUTH 00 degrees 06 minutes 46 seconds WEST a distance of 274.94 feet to a 1/2-inch diameter rebar at the southwest corner of said Lynch parcel and the northwest corner of a parcel in the name of GCC Properties, LLC as described in Instrument Number 202003823 in the Jackson County Recorder's Office; thence leaving the west lines of said Melton and Lynch parcels and along the west line of said GCC parcel, SOUTH 00 degrees 08 minutes 51 seconds WEST a distance of 203.60 feet to a BRCI mag spike at the southwest corner of said GCC parcel (passing over a 5/8-inch diameter rebar at 187.18 feet); thence leaving the west line of said GCC parcel and along the south line of said GCC parcel, SOUTH 84 degrees 00 minutes 48 seconds EAST a distance of 175.64 feet to a BRCI mag spike on the west right of way line of US Highway 31; thence leaving the south line of said GCC parcel and along the west line of said right of way the following three (3) courses:
1) SOUTH 00 degrees 06 minutes 43 seconds WEST a distance of 22.36 feet to a BRCI rebar; thence
2) SOUTH 42 degrees 51 minutes 57 seconds EAST a distance of 36.67 feet to a BRCI rebar; thence
3) SOUTH 00 degrees 06 minutes 43 seconds WEST a distance of 1244.38 feet to a BRCI rebar at the northeast corner of a parcel in the name of Jacobi & Book Properties, LLC as described in Instrument Number 199505983 in the Jackson County Recorder's Office; thence leaving the west line of said right of way and along the north line of said Jacobi parcel, SOUTH 88 degrees 38 minutes 38 seconds WEST a distance of 623.20 feet to a 5/8-inch diameter rebar with a Wayman cap at the northeast corner of said Jacobi parcel and the northeast corner of Easement A as shown on the Right-Of-Way and Easement Plat as recorded in Record 7, Page 0137 in the Jackson County Recorder's Office; thence leaving the north line of said Jacobi parcel and along the east line of said Easement A, SOUTH 00 degrees 07 minutes 41 seconds WEST a distance of 66.01 feet to the southeast corner of said Easement A and the south line of said Easement A; thence leaving the east line of said Easement A and along the south line of said Easement A, SOUTH 88 degrees 39 minutes 02 seconds WEST a distance of 649.91 feet to a 1/2-inch diameter rebar at the southwest corner of said Easement A and the west line of said Easement A; thence leaving the south line of said Easement A and along the west line of said Easement A, NORTH 00 degrees 12 minutes 45 seconds EAST, 65.94 feet to the POINT OF BEGINNING, and containing 56.05 acres more or less.

CERTIFICATION

This survey was executed according to survey requirements contained in Title 865, Rule 12 of the Indiana Administrative Code.

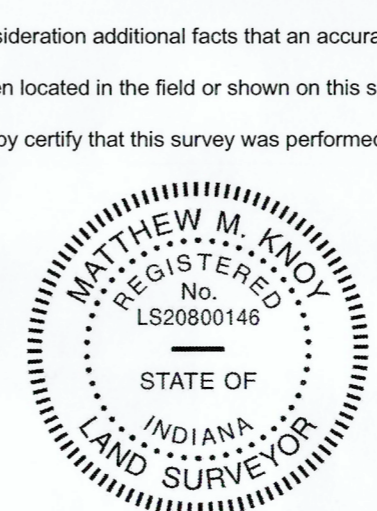
This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Not all evidence of easements have been located in the field or shown on this survey drawing.

Subject to the above reservation, I hereby certify that this survey was performed either by me or under my direct supervision and control and that all the information shown is true and correct to the best of my knowledge and belief.

Certified November 20, 2023

Matthew M. Kroy
Professional Surveyor No. LS20800146
State of Indiana



OWNER'S CERTIFICATE

We, the undersigned, the owners of the Real Estate shown and described, do hereby certify that we lay off, replat and subdivide, said real estate in accordance with the hereon plat.

Lot 4 is to be dedicated to the City of Seymour, Indiana.

This subdivision shall be known and designated as the "Shupe Farm Replat".

Front and side yard setback lines shall be determined by the regulations of the governing entity having jurisdiction over the property and as shown hereon.

Witness our hands and seal this 20 day of November 2023.

Brian T. Shupe

Brian T. Shupe

Kristine G. Sullivan

Kristine G. Sullivan

Helen A. Samples

Helen A. Samples

Nickala Ann Kasting, Trustee

Nickala Ann Kasting, Trustee of the Nickala A. Kasting Separate Share Trust a/k/a Nickala Ann Kasting, Trustee of the Nickala Ann Kasting Separate Share Trust

Thomas Edward Kasting, Trustee

Thomas Edward Kasting, Trustee of the Thomas E. Kasting Separate Share Trust a/k/a Thomas Edward Kasting, Trustee of the Thomas Edward Kasting Separate Share Trust

State of Indiana } SS:
County of Jackson }

Dianna Hollan

Dianna Hollan

Notary Public

My Commission Expires

10-20-2030

My Commission Expires

Dianna Hollan

Notary Public

My Commission Expires

11-20-2030

My Commission Expires

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11-20-2030

My Commission Expires

Dianna Hollan

Notary Public

My Commission Expires

11-20-2030

My Commission Expires

Dianna Hollan

Notary Public

My Commission Expires

11-20-2030

PROJECT NO. 2-3410

PROJECT NO. 2-3410

SHEET 2 OF 2
ORIGINAL SURVEY

DATE: NOVEMBER 20, 2023
DRAWN BY: M.K. & M.W.
CHECKED BY: M.K. & M.W.

SHUPE FARM REPLAT
JACKSON COUNTY
SEYMOUR, INDIANA
FOR BRIAN SHUPE



Table with columns: Revision, By, Date. Contains multiple empty rows for recording revisions.



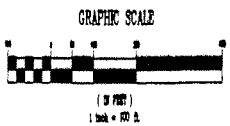
PARCEL 1

PARCEL B

RIGHT OF WAY DEDICATIONS

The record was recorded in 72-14-17 of Volume 1 of the plat book...

Table with columns: PARCELS, AREA LENGTH, CORNER LENGTH, CORNER BEARING. Contains data for parcels 1, 2, 3, 4.



Part of the East half of Section 11, Township 1 North, Range 1 East, Adams County, Indiana...

As part of the parcel of land which was previously donated to Adams County...

As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...

The parcel was donated to the City of Seymour in 1917...

As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...

As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...

As part of the parcel of land which was previously donated to Adams County...

As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...

The parcel was donated to the City of Seymour in 1917...

As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...

As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...

As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...

SURVEYOR'S CERTIFICATE

A description with this plat, which is a part of the parcel of land...

As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...

THE PROPERTY ONLY ENTERED FOR RECORD SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER...

As part of the parcel of land which was previously donated to Adams County...

As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...

As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...

PARCEL 1

46.340 ACRES

- 1. Conveyance of 10' Easement for Sewer Service
2. Conveyance of 10' Easement for Underground Telephone, Electric and Cable Television Service
3. Conveyance of 12' Easement for Water and Gas Service

I hereby certify that the within plat and hereby certify that the within plat...

CERTIFICATE EXEMPTED...

As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...

UTILITY EASEMENT DEDICATIONS

As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...

As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...

As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...

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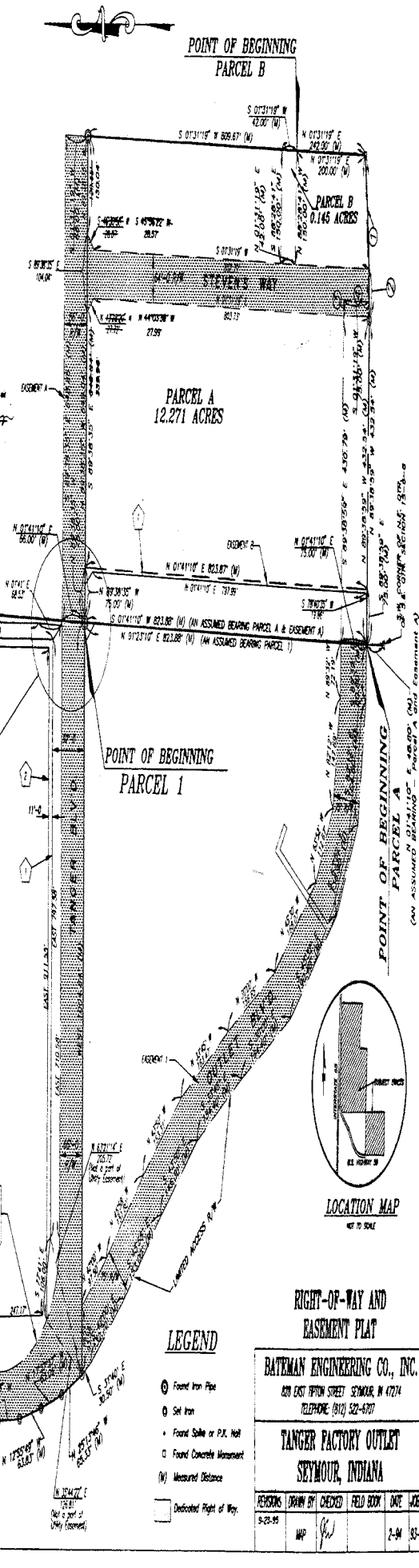
As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...

As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...

As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...

As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...

As the recipient in virtue of the fact that such donated land is being dedicated to the City of Seymour...



BATEMAN ENGINEERING CO., INC. 600 EAST PEPON STREET SEYMOUR, IN 47274 TELEPHONE (317) 522-6707 TANGER FACTORY OUTLET SEYMOUR, INDIANA

Table with columns: PERSONS, DRAWN BY, CHECKED, FIELD BOOK, DATE, JOB NO. Contains handwritten entries.



DR 9-28-51  
9-14-51

#55509

32

Revised 4-35  
Form 1-C-126-BP  
Purchase Grant

RIGHT OF WAY GRANT

STATE HIGHWAY COMMISSION OF INDIANA  
STATE HOUSE ANNEX  
INDIANAPOLIS, INDIANA

S. Proj. No. 87

Paid by Warrant No. 459123

Section D

Dated AUG 4 1951

RIGHT OF WAY GRANT

Str. No.

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Jackson County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the State of Indiana to improve, hereby grant, bargain, warrant and convey to the State of Indiana, for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the State Highway Commission of Indiana. The description from said plans of said right of way hereby granted is as follows:

Plans on State Road No. U.S. 31, S. Project No. 87, Sec. D, Str. No. Sec. 15, Rge 6E, Twp. 6N 0.40 acres Plans Dated.

From Station to Station	Distance in feet is from center line as shown on the above designed plans to the new Right of Way line hereby granted.	
	Left Side of Center Line	Right Side of Center Line
20 + 00 to 22 + 00	50 to 65 feet	feet
22 + 00 to 29 + 93	65 to 75 feet	feet
to	feet	feet
to	feet	feet
to	feet	feet
to	feet	feet
to	feet	feet
to	feet	feet

The above and foregoing grant is made in consideration of payment of the sum of Six hundred and no/100 (\$ 600.00), which sum shall be paid to the order of T. Volney Carter

R. #2 Seymour, Indiana (Give address of Payee)

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and to use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to any minerals or other substances underneath the surface, except as it may be used for the construction or maintenance of such improved highways.

No timber shall be cut or removed from said granted right of way except that which from time to time is designated by the State Highway Commission, through its authorized representatives. Wherever the State Highway Commission shall designate any timber to be removed from said right of way, the grantors shall promptly remove the same from said right of way and failing to do so for five days after being notified the State Highway or its contractor may remove such timber from the right of way onto the adjoining lands of the grantors, or successor or if he or they object, may sell or destroy such timber.

The undersigned Grantors being duly sworn, says that he, she (is) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the State Highway Commission of Indiana to pay them the amount herein stipulated.

This grant is to be held in full force and binding from and after its approval by the Chairman of the State Highway Commission of Indiana.

Am. Approved 7-31-51  
T. Volney Carter (Grantor)  
Helen S. Carter (Grantor)  
A. R. Carr (Grantor)

The above grant is hereby accepted. Dated June 13 19 51

STATE OF INDIANA  
Samuel C. Madden  
Chairman, State Highway Commission of Indiana.

By S. C. Skaltsas  
S. C. Skaltsas

32

State of Indiana, County of Jackson, ss: Personally appeared before me T. Volney Carter and Helen S. Carter husband and wife, and acknowledged the execution of the above agreement and being duly sworn upon their oath, stated the facts therein are true, this 13th day of June, 19 51.

Witness my hand and official seal. My Commission expires 1-18-53 Edward P. Elsner, Notary Public.

The undersigned owner of a mortgage and/or lien on the land out of which the right of way described

The Federal Land Bank of Louisville signs the above Voucher as mortgagee only, by its Assistant Vice President and Assistant Secretary, this 2nd day of March, 19 51

State of Kentucky  
County of Jefferson

ATTEST: A. L. Messmer, Assistant Vice President  
E. M. Taylor, Assistant Secretary

Personally appeared before me, A. L. Messmer, Assistant Vice President, and E. M. Taylor, Assistant Secretary, of The Federal Land Bank of Louisville, and as such officers, acknowledged the execution of the above agreement, this 2nd day of March, 19 51.

My Commission Expires May 1, 1954 Joseph M. Ryan, Notary Public

FLB 1-304

Loan No. 99959

Name: T. Volney Carter



DR104 11-19-58  
P24

84

#98647

RIGHT OF WAY GRANT

STATE HIGHWAY DEPARTMENT OF INDIANA  
INDIANA HIGHWAY ADMINISTRATION  
INDIANAPOLIS 2, INDIANA  
RIGHT OF WAY GRANT

SECTION 3  
DATED: 1958  
PERM. No. 13,658

Measurements are of parcels of land lying between the plan centerline and the plan right of way line on the above described property.

Table with columns: FROM STATION TO STATION, LEFT SIDE OF CENTERLINE, RIGHT SIDE OF CENTERLINE. Includes measurements like 2200 + 00, 2218 + 00, etc.

The above and foregoing grant is made in consideration of payment of the sum of Twenty Thousand Dollars (\$20,000.00)...

To: Yolney Garber  
Raymour, Tilliana  
(Give address of grantee)

The right of way hereby conveyed may be used, subject to the direction of the grantee for the establishment, construction and maintenance of a United States facility as defined in the title of this act...

AMOUNT OCT 23 1958  
PAID BY WARRANT No. 11222  
DATE: 10/23/58

THE ABOVE GRANT IS HEREBY ACCEPTED  
STATE OF INDIANA  
BY: [Signature]

State of Indiana, County of Jackson  
Personally appeared before me, the undersigned, a Notary Public in and for the State of Indiana, the within and foregoing grant and being duly sworn, upon their oath stated and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated and acknowledged that the within and foregoing grant is true, this 19th day of August, 1958.

Received for record November 19th., 1958 at 8:00 A.M.

Nellie Waggoner R.J.C.

#98647

STATE HIGHWAY DEPARTMENT OF INDIANA  
INDIANA HIGHWAY ADMINISTRATION  
INDIANAPOLIS 2, INDIANA  
RIGHT OF WAY GRANT

SECTION 3  
DATED: 1958  
PERM. No. 13,658

Measurements are of parcels of land lying between the plan centerline and the plan right of way line on the above described property.

Table with columns: FROM STATION TO STATION, LEFT SIDE OF CENTERLINE, RIGHT SIDE OF CENTERLINE. Includes measurements like 1619 + 00, 1621 + 00, etc.

The above and foregoing grant is made in consideration of payment of the sum of Twenty Thousand Dollars (\$20,000.00)...

To: Yolney Garber  
Raymour, Tilliana  
(Give address of grantee)

The right of way hereby conveyed may be used, subject to the direction of the grantee for the establishment, construction and maintenance of a United States facility as defined in the title of this act...

AMOUNT OCT 23 1958  
PAID BY WARRANT No. 11222  
DATE: 10-1-58

THE ABOVE GRANT IS HEREBY ACCEPTED  
STATE OF INDIANA  
BY: [Signature]

State of Indiana, County of Jackson  
Personally appeared before me, the undersigned, a Notary Public in and for the State of Indiana, the within and foregoing grant and being duly sworn, upon their oath stated and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated and acknowledged that the within and foregoing grant is true, this 19th day of August, 1958.

Received for record November 19th., 1958 at 8:00 A.M.

Nellie Waggoner R.J.C.

#98669

HEIRSHIP AFFIDAVIT

State of Indiana, County of Jackson, SS:

Blanche Dickmeyer, being first duly sworn upon her oath, deposes and says: That she is 56 years of age, is a grandchild of David England, deceased, was well acquainted with said David England during his lifetime, and is presently well acquainted with the family history and heirs of said David England.

That at his death said David England was the owner of the following described real estate located in Jackson County, Indiana, which affiant is informed and verily believes he acquired on the 26th day of January, 1891, by Deed recorded in Deed Record 30, page 371, of the real estate records of Jackson County, Indiana, to-wit:

Beginning at the Northeast corner of the land deeded to George W. Summa by Oliver M. Lyster thence running South 603 2/3 feet; thence East 28 rods more or less to the East line of the lands formerly owned by Oliver M. Lyster; thence North 603 2/3 feet; thence West 28 rods to the place of beginning, all of said land being part of the Southwest quarter of Section 7, Township 4 North, Range 4 East, and containing 5 acres.

That said David England at his death was the owner of the following described real estate located in Jackson County, Indiana, which affiant is informed and verily believes he acquired by deed recorded in Deed Record 64, page 264, of the real estate records of Jackson County, Indiana, to-wit:



**EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS: That **Tommy Jo C. Shupe** of Whitley County in the State of Indiana, **Mary Lynn C. Kasting** of Johnson County in the State of Indiana, and **Betty C. Abel** of Dade County in the State of Florida (hereinafter collectively referred to as "Grantor") in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto **Tanger Properties Limited Partnership**, a North Carolina limited partnership ("Grantee") whose mailing address is P.O. Box 29168, Greensboro, Guilford County, North Carolina 27429 and Grantee's successors and assigns a non-exclusive easement and right-of-way over, under, along, upon and across that certain tract of land located in a part of the Northeast quarter of the Southeast quarter of Section 15, Township 6 North, Range 6 East, Jackson County, Indiana more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Easement Area").

**Purpose.** The primary purpose of the easement and right-of-way granted herein is to provide to Grantee (and to Grantee's successors and assigns, its tenants and invitees), pedestrian and vehicular (and any other form of traffic) access over the Easement Area. Grantor agrees to place no signs on Easement Area and no landscape plants or fixtures greater than four feet in height. Grantor grants and conveys to Grantee (its successors and assigns) the right to use Easement Area for ingress and egress purposes as a roadway and for curb cuts as reasonably required for the use and enjoyment of Grantee (its successors and assigns).

In addition to the primary purpose set forth above, and for the same consideration, Grantor does hereby grant unto Grantee (and Grantee's successors and assigns) the right to grade the easement property for the purpose of constructing a roadway upon and over the Easement Area, and at Grantee's sole cost and expense to pave such roadway and to construct curbs, gutters, sewers, lighting systems, other utilities, and related improvements upon, along and under the Easement Area, together with such above ground or underground conduits, pipes, conductors, pedestals, wires and lines as Grantee in its sole discretion may deem appropriate.

In connection with the easement hereby granted, Grantee (and its successors and assigns) shall have the right to remove fences, rocks, walls, trees and parts of trees upon the Easement Area as Grantee may deem necessary or appropriate and to repair, reconstruct, operate and maintain all improvements placed upon the Easement Area all at Grantee's sole cost and expense.

**Mutual Benefit**

This easement is for the mutual benefit and use in common of the parties hereto, and their respective successors, assigns, licensees, or any other person or group of persons, including the public, that may be properly given the right of use of this roadway. Grantor (their successors and assigns) and all persons using this roadway by authority granted to them by Grantor (their successors and assigns), shall use the said roadway so as to not unduly interfere with its use by Grantee (its successors and assigns) for ingress and egress, or other persons, under authority granted to them by Grantee (its successors and assigns). Grantee (its successors and assigns) and



all persons using this roadway by authority granted to them by Grantee (its successors and assigns), also shall not use the said roadway in any way that would unduly interfere with the use of the roadway for purposes of ingress and egress by Grantor (their successors or assigns), or any other persons using this roadway by Grantor's (their successors or assigns) authority.

Grantor (their successors and assigns) expressly retains the right to use the Easement Area in the same manner as granted to Grantee (its successors and assigns) herein.

Right to Dedicate. Grantor further, and for the same consideration, agrees that Grantee (its successors and assigns) has the right to cause the Easement Area (or so much thereof as Grantee in its sole discretion may determine is appropriate) to be dedicated to the public as a public street. To this end, Grantor binds Grantor, (their successors and assigns), to join in applying for such dedication if so requested by Grantee (their successors and assigns) and to execute all such documents as may be reasonably necessary in order to obtain such dedication as a public street, so long as such dedication is at no cost to Grantor (or to Grantor's successors or assigns). Grantor (their successors and assigns) also retains the right to cause the Easement Area to be dedicated to the public as a public street. To this end, Grantee binds Grantee, (its successors and assigns), to join in applying for such dedication if so requested by Grantor (their successors and assigns) and to execute all such documents as may be reasonably necessary in order to obtain such dedication as a public street.

In the event Grantor fails to join in applying for such dedication or fails to execute any document or documents required in order to dedicate the Easement Area or any portion thereof as a public street, within ten (10) days after being requested by Grantee in writing to do so, then in each such event Grantor hereby irrevocably designates Mr. Ronald K. Lambring as Grantor's agent and attorney-in-fact to apply for such dedication and sign such documents in Grantor's name and as Grantor's act and deed, hereby ratifying and confirming all such actions taken by said agent and attorney-in-fact hereunder. The power granted hereunder shall be a durable power of attorney that shall survive any subsequent disability on the part of Grantor and shall be a power coupled with an interest running with the land.

Grantor's Right to Build Road. Grantee may build a road in the Easement Area and such road shall be built to standards then required by the governmental unit having control over the roadway in this area and shall be paid for by Grantee. However, in the event Grantor (their successors and assigns) decides to build a road in the Easement Area prior to such time as the Grantee commences construction of the road, such road shall be built to said required standards by the Grantor and shall, if built, be paid for by the Grantor, (or its successors and assigns). Notwithstanding the above, the Grantor is not under any obligation to build a road in the Easement Area.

Maintenance of Road Prior to Dedication. After construction of a road in the Easement Area and until such time as such road is conveyed or dedicated and accepted as a public street, the respective owners and their successors and assigns of real property which utilize the road and the Easement Area for access to the real property ("Serviced Real Property") owned by such owners, shall pay for and share the expense of repairs and maintenance of the paving, curbing, and gutters on the Easement Area in the same proportion as the number of square feet of



enclosed buildings located on the Serviced Real Property shall bear to the total square feet of all enclosed buildings on the Serviced Real Property.

Effect of Abandonment of Public Street. It is the intention of the Grantee to make roadway improvements on the Easement Area and to cause the dedication for such improvements to the public. Notwithstanding the subsequent use of the Easement Area or any portion thereof as a public street, it is the intention of the Grantor that the easement granted with respect to the Easement Area shall continue to be effective in the event the public street should ever be abandoned or vacated or ceased to be used as a public street for any reason.

Ownership of Improvements. For the same consideration, Grantor does hereby convey unto Grantee (their successors and assigns), all right, title and interest of Grantor in and to any of the improvements constructed on the Easement Area by the Grantee (its successors and assigns). In the event that Grantor (their successors and assigns) construct improvements in the Easement Area, all right, title and interest in such improvements shall remain in the Grantor (their successors and assigns).

Reservations From and Exceptions to Conveyance and Warranty. This conveyance is made and accepted subject to any and all restrictions, covenants, conditions and easements, if any, relating to the Easement Area shown of record in the Offices of the Recorder of Jackson County, Indiana. In addition, Grantee agrees to and accepts any encumbrances and/or rights-of-way apparent upon physical inspection of the Easement Area existing at the time Grantee executes this Agreement.

Duration of Easement. The easement and rights and privileges granted herein shall be perpetual and shall run with the land.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this the 20<sup>th</sup> day of July, 1995.

**SIGNATURE PAGES ATTACHED FOR THE FOLLOWING:**

Tommy Jo C. Shupe  
Betty C. Abel  
Mary Lynn C. Kasting  
Tanger Properties Limited Partnership

This document prepared by Ronald K. Lambring, #8659-36, Rothring, Lambring & Black, P.C., 115 West Tipton Street, P.O. Box 824, Seymour, Indiana 47274.

815



816

**EXHIBIT A**

**Description of Easement Area**

A part of the Northeast Quarter of the Southeast Quarter of Section 15, Township 6 North, Range 6 East, Jackson County, Indiana more particularly described as follows:

Commencing at the Southwest corner of said quarter quarter section; thence along the West line of said quarter quarter section, North 01 degrees 41 minutes 10 seconds East (an assumed bearing) 48.80 feet to a found PK nail on the North right-of-way of U.S. Highway 50; thence along said right-of-way South 89 degrees 38 minutes 59 seconds East 432.54 feet to a found iron pin at a point of curvature; thence continuing along said right-of-way and subsequently following the arc of a 1686.36 foot radius curve to the left, a true arc distance of 219.77 feet to a found iron pipe in concrete, said arc has a chord which is 219.61 feet in length and bears North 86 degrees 40 minutes 29 seconds East; thence leaving said right-of-way bearing North 01 degrees 31 minutes 19 seconds East 200.00 feet to the point of beginning of this description; thence continuing North 01 degrees 31 minutes 19 seconds East 42.00 feet; thence South 88 degrees 28 minutes 41 seconds East 50.00 feet; thence South 01 degrees 31 minutes 19 seconds West 42.00 feet; thence North 88 degrees 28 minutes 41 seconds West 50 feet to the point of beginning.



**EASEMENT AGREEMENT**

The undersigned person hereby executes the Easement Agreement between TOMMY JO C. SHUPE, MARY LYNN C. KASTING, and BETTY C. ABEL and TANGER PROPERTIES LIMITED PARTNERSHIP effective the day and year first above written and hereby agrees to all the terms and provisions thereof. The undersigned authorizes this Signature Page to be attached to and made a part of the original Agreement .

WITNESS the execution hereof on the 20<sup>th</sup> day of July, 1995 by the undersigned.

Tanger Properties Limited Partnership,  
a North Carolina Limited Partnership

BY: ~~Tanger Factory Outlet Centers, Inc.~~  
~~its sole general partner~~

(CORPORATE SEAL)

BY:   
Stanley K. Tanger, Chief Executive  
Officer and Chairman of the Board

ATTEST:

  
Secretary/Assistant Secretary

817



STATE OF NORTH CAROLINA

COUNTY OF Guilford, SS:

I, Teri M Carr, a Notary Public for the above State and County, do hereby certify that STANLEY K. TANGER, as Chief Executive Officer and Chairman of the Board and Rochelle G. Simpson, as Secretary/Assistant Secretary, of TANGER FACTORY OUTLET CENTERS, INC., the sole general partner of TANGER PROPERTIES LIMITED PARTNERSHIP, a North Carolina Limited Partnership on behalf of TANGER PROPERTIES LIMITED PARTNERSHIP, personally appeared before me this day and acknowledge the due execution of the foregoing Easement Agreement in the capacity indicated.

WITNESS my hand and notarial seal this the 20 day of July, 1995.

Teri M. Carr  
Notary Public: \_\_\_\_\_

My Commission Expires: 9/30/97  
My County of Residence: Guilford



**EASEMENT AGREEMENT**

The undersigned person hereby executes the Easement Agreement between **TOMMY JO C. SHUPE, MARY LYNN C. KASTING, and BETTY C. ABEL, and TANGER PROPERTIES LIMITED PARTNERSHIP** effective the day and year first above written and hereby agrees to all the terms and provisions thereof. The undersigned authorizes this Signature Page to be attached to and made a part of the original Agreement.

Witness, the execution hereof by the undersigned.

Tommy Jo C. Shupe (SEAL)  
Tommy Jo C. Shupe

STATE OF INDIANA  
COUNTY OF WHITLEY, SS:

I, STANLEY H. MATHENY, a Notary Public for the above State and County, do hereby certify that Tommy Jo C. Shupe personally appeared before me this day and acknowledged the due execution of the foregoing Easement Agreement in the capacity indicated.

Witness my hand and notarial seal this the 21<sup>st</sup> day of June, 1995.

Stanley H. Matheny  
\_\_\_\_\_, Notary Public

My Commission Expires: \_\_\_\_\_  
STANLEY H. MATHENY  
NOTARY PUBLIC STATE OF INDIANA  
HUNTINGTON COUNTY  
MY COMMISSION EXP. JAN. 16, 1996

My County of Residence: \_\_\_\_\_

819



EASEMENT AGREEMENT

The undersigned person hereby executes the Easement Agreement between TOMMY JO C. SHUPE, MARY LYNN C. KASTING, and BETTY C. ABEL, and TANGER PROPERTIES LIMITED PARTNERSHIP effective the day and year first above written and hereby agrees to all the terms and provisions thereof. The undersigned authorizes this Signature Page to be attached to and made a part of the original Agreement.

Witness, the execution hereof by the undersigned.

Mary Lynn C. Kasting (SEAL)  
Mary Lynn C. Kasting

STATE OF INDIANA  
COUNTY OF JOHNSON, SS:

I, KELLY A. PETTIT, a Notary Public for the above State and County, do hereby certify that Mary Lynn C. Kasting personally appeared before me this day and acknowledged the due execution of the foregoing Easement Agreement in the capacity indicated.

Witness my hand and notarial seal this the 7<sup>th</sup> day of July, 1995.

Kelly A. Pettit  
KELLY A. PETTIT, Notary Public

My Commission Expires: 1-3-98

My County of Residence: JOHNSON



EASEMENT AGREEMENT

The undersigned person hereby executes the Easement Agreement between TOMMY JO C. SHUPE, MARY LYNN C. KASTING, and BETTY C. ABEL, and TANGER PROPERTIES LIMITED PARTNERSHIP effective the day and year first above written and hereby agrees to all the terms and provisions thereof. The undersigned authorizes this Signature Page to be attached to and made a part of the original Agreement.

Witness, the execution hereof by the undersigned.

Betty C. Abel (SEAL)  
Betty C. Abel

STATE OF FLORIDA  
COUNTY OF DADE, SS:

I, B. Karin Smoot, a Notary Public for the above State and County, do hereby certify that Betty C. Abel personally appeared before me this day and acknowledged the due execution of the foregoing Easement Agreement in the capacity indicated.

Witness my hand and notarial seal this the 28<sup>th</sup> day of June, 1995.

B. Karin Smoot, Notary Public

My Commission Expires: 4-15-1999

My County of Residence: DADE



5500  
Recorded and Filed 7-27, 19 95  
at 10:00 o'clock A. M and recorded in  
Record 219 Page 813-821  
Fee 23.00

Sarah M. Benter  
Jackson County Recorder

THIS PROPERTY DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE FOR  
THIS 27<sup>th</sup> DAY July 1995  
Brian Liss  
Auditor Jackson County

821



4-10-12

#43946

Form I.C. 120-PP  
Purchase Grant  
Regular Long—A  
Revised 1-22

INDIANA STATE HIGHWAY COMMISSION  
STATE OFFICE BUILDING  
INDIANAPOLIS 4, INDIANA  
RIGHT OF WAY GRANT

FUND \_\_\_\_\_ FA \_\_\_\_\_ ST \_\_\_\_\_  
PROJECT No. 87 303  
SECTION "A" "A"

PARCEL No. 1 ON PROJECT FA-87"A" Sheet 1 of 2 Sheets

This indenture witnesseth that the undersigned, as grantors and sole owners of land in JACKSON County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the State of Indiana to improve, hereby grant, bargain, warrant and convey to the State of Indiana, for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the Indiana State Highway Commission. The description from said plans of said right of way hereby granted is as follows:

U.S.R. 31 & 50  
PLANS ON SR. NO. \_\_\_\_\_ SEC. \_\_\_\_\_ FA PROJ No. 87 SEC. "A" DATED 1935  
SEC. 15, T. 6 N., R. 6 E. 0.018 ACRES, MORE OR LESS, ACQUIRED

Descriptions are of parcels of land lying between the plan centerline and the plan right of way line on the above designated project.

Measured distances along plan centerline are indicated by Station Number and plus.  
Widths of parcels are indicated in feet, measured at a right angle from plan centerline at designated Station Number and plus; however, when Station Number and plus is followed by the letters P.L.; F.L.; F.D.; L.L. or C/L.S. (indicating property line, Fence Line, Field Division, Lot Line and Centerline of Stream respectively) or other identifying notations, it shall mean that the boundary line follows said identified line from plan centerline to plan right of way line.

Above explanation is applicable only if centerline description is used.

FROM STATION TO STATION ON CENTER LINE (C/L) "A" LEFT SIDE OF CENTER LINE RIGHT SIDE OF CENTER LINE  
+ 50 TO 7 + 30 50 FEET

# 43946  
Recorded and Filed 4-10-12  
at 2 o'clock A.M. and recorded  
in Record 135 Page  
Fee - 0 -

Carol Speckner



4-10-72  
4-10-72

1 ON PROJECT FA-87"A" FA-87"A" AND  
PARCEL NO. PROJECT NO. ST-303"A" SHEET 2 of 2 SHEETS.

It is hereby agreed as part of the total consideration as shown below that possession of the buildings and the land constituting the homesite on the real estate above described will be surrendered within 0 days from the date first payment is received, and \$0 will be held in Escrow until said possession is given. Possession of the balance of the real estate will be given upon receipt of the first payment in the amount indicated herein.

The above and foregoing grant is made in consideration of payment of the sum of NONE Dollars (\$), which sum shall be paid or held in escrow as specified to the order of

(Give address of Payee)

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and to use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to any minerals or other substances underneath the surface, except as it may be used for the construction or maintenance of such improved highways.

Any and all timber, shrubbery, fences, buildings and all other physical improvements on the above granted right of way, not specifically reserved by special provision stated above, shall become the property of the State of Indiana.

When, by special provisions as stated above, any trees and/or shrubs are to be left standing on said right of way, it is mutually agreed and understood by grantor and grantee, that such special provision is only for such period as the excepted trees and/or shrubs shall not constitute an obstruction to future construction or hazard to power lines or traffic as shall be determined from time to time by the Indiana State Highway Commission through its authorized representatives.

It is understood and agreed that all provisions of this grant are stated above and that no verbal agreements or promises are binding.

It is also mutually agreed by grantor and grantee that this is a permanent easement unless otherwise specified for Highway purposes and shall be binding until specifically vacated by resolution by the Indiana State Highway Commission.

The undersigned GRANTOR being duly sworn, says that he, she (is) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the Indiana State Highway Commission to pay them the amount herein stipulated.

Grantor further agrees to assume for the property described above all taxes payable for current and prior years and any taxes now a lien on said property.

Mortgagee: NONE  
This grant is to be and become effective and binding from and after its approval by the Indiana State Highway Commission.

Land and improvements; Damages; Total consideration

<i>T. Volney Carter</i>	(Grantor)	(Grantor)
<i>T. Volney Carter</i>	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
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	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
	(Grantor)	(Grantor)

Dated August 22, 1969

This instrument prepared by John W. Brossart

AMOUNT APPROVED BY

THE ABOVE GRANT IS HEREBY ACCEPTED. STATE OF INDIANA

DESCRIPTION 8-27-69 BY A. Perry

PAID BY WARRANT NO. DATED 19

BY [Signature] Title  
Indiana State Highway Commission  
DATE APR 6 1972, 19



State of Indiana, County of Jackson ss:

Personally appeared before me T. Velney Carter and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 22 day of AUGUST, 1969.

Witness my hand and official seal.

My Commission expires MAY 1, 1971

Samuel H. Olney  
Notary Public.

State of Indiana, County of \_\_\_\_\_ ss:

Personally appeared before me \_\_\_\_\_ and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Witness my hand and official seal.

My Commission expires \_\_\_\_\_

Notary Public.

State of Indiana, County of \_\_\_\_\_ ss:

Personally appeared before me \_\_\_\_\_ and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Witness my hand and official seal.

My Commission expires \_\_\_\_\_

Notary Public.

State of Indiana, County of \_\_\_\_\_ ss:

Personally appeared before me \_\_\_\_\_ and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Witness my hand and official seal.

My Commission expires \_\_\_\_\_

Notary Public.

State of Indiana, County of \_\_\_\_\_ ss:

Personally appeared before me \_\_\_\_\_ and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Witness my hand and official seal.

My Commission expires \_\_\_\_\_

Notary Public.

State of Indiana, County of \_\_\_\_\_ ss:

Personally appeared before me \_\_\_\_\_ and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Witness my hand and official seal.

My Commission expires \_\_\_\_\_

Notary Public.

The undersigned owner of a mortgage and/or lien on the land of which the right of way described in the attached grant, is conveyed, hereby releases from said mortgage and/or lien said granted right of way, and do hereby consent to the payment of the consideration therefor as directed in said grant, this

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss:

Personally appeared before me \_\_\_\_\_ above named and duly acknowledged the execution of the above release the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Witness my hand and official seal.

My Commission expires \_\_\_\_\_

Notary Public.



U.S. 31  
Volney T. Carter

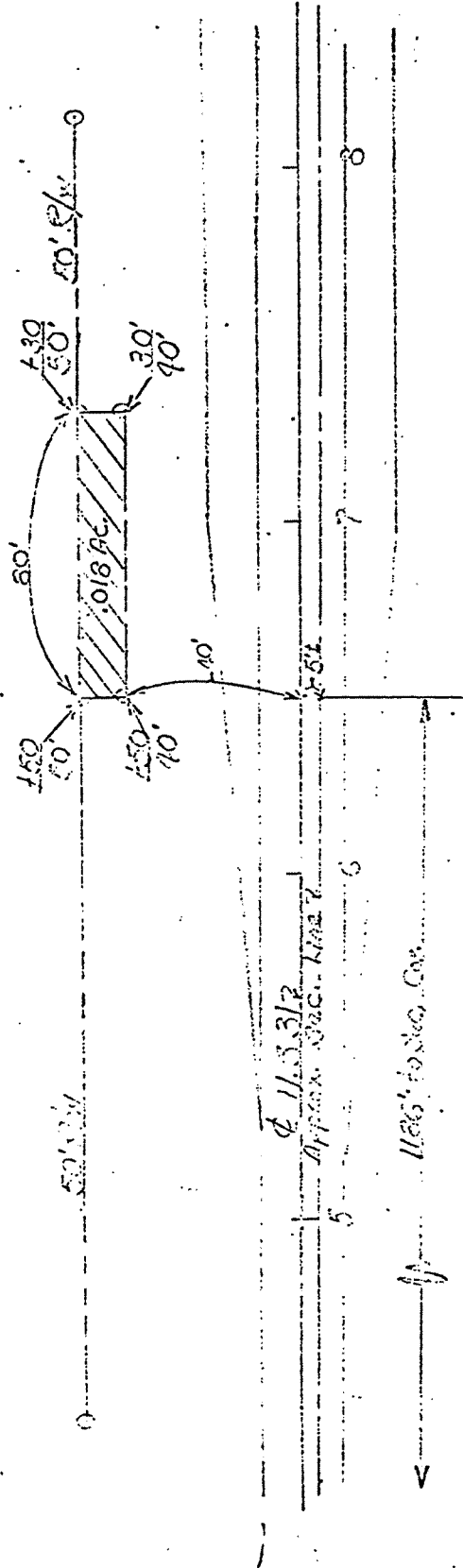
A part of the Southeast Quarter of Section 15, T-6-N, R-6-E in Jackson County, Indiana, and described as follows:

Starting at the Southeast Corner of Section 15, thence North along the Section Line eleven hundred eighty-six (1186) feet to a point on the East Line of Section 15, thence West and at right angles to said Section Line a distance of forty-five (45) feet more or less to a point, said point being the place of beginning for this tract.

Thence continuing in said direction Ten (10) feet to a point, said point being Fifty (50) feet left of Station 6 + 50 on center line of U.S. 31 F.A. Project 87 Sec. A. Thence North and parallel to said center line Eighty (80) feet to a point. Thence East Ten (10) feet to a point. Thence South and parallel to the center line of U.S. 31 Eighty (80) feet to the place of beginning, containing .018 acres more or less.

Duly entered for taxation this 11th day of Apr. 1922  
*Wm. P. Roberts, Jr.*  
Auditor Jackson County





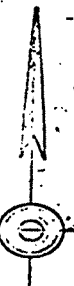
N

U.S. 3/2  
Approx. Sec.

1185' (feet) Scale

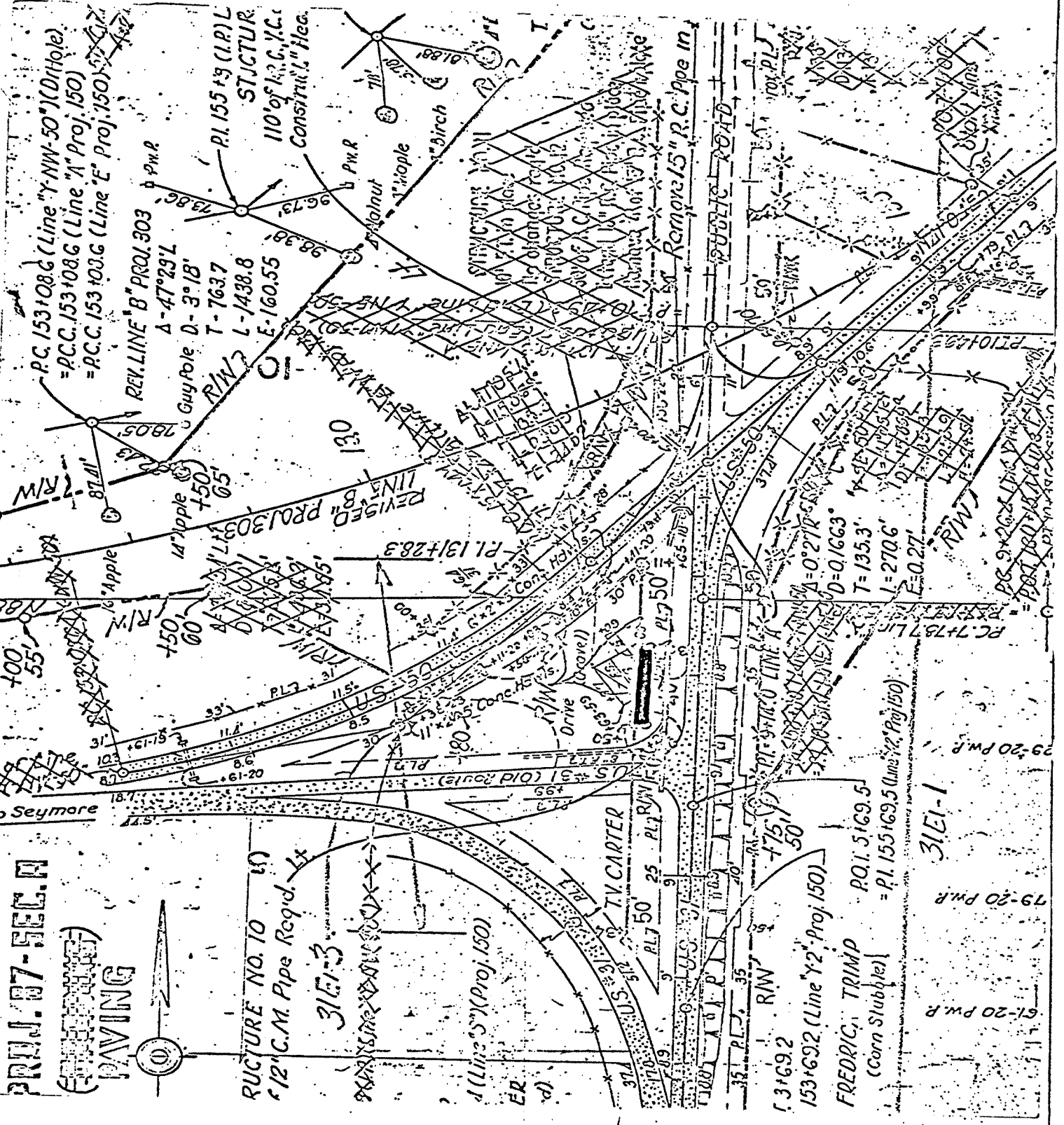


**PROJ. 87-562.A**  
**PAVING**



STRUCTURE NO. 10  
 12" C.M. Pipe Req'd.  
 31E1-3

1 (Line 5) (Proj. 150)



Received for Record April 10, 1972 at 8:00 A.M. *Carol Specter* RJC



390  
4-27-2000

ORDINANCE NO. 4  
COUNCIL BILL NO. 4  
(2000)

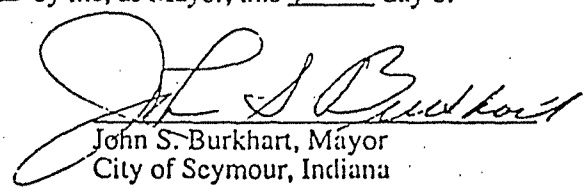
"An ordinance to annex real estate owned by Green River Management LLC."

- WHEREAS, Indiana Code 36-4-3-1, et seq, permits municipal corporations to annex territory contiguous to its external boundaries; and
- WHEREAS, Indiana Code 36-4-3-3 authorizes the Common Council to define the corporate boundaries of the City of Seymour; and
- WHEREAS, The City of Seymour, Indiana desires to annex this real estate; and
- WHEREAS, The annexation is requested to cause this property to be used for a "Motel 6"; and
- WHEREAS, The Common Council of the City of Seymour, Indiana, now determines that said annexation shall be approved.

NOW, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SEYMOUR, INDIANA:

- Section 1: Pursuant to Indiana Code 36-4-3-1, et seq, the following described real estate, contiguous to the corporate boundaries of the City of Scymour, is hereby annexed to and declared to be a part of said City of Seymour:  
  
See Exhibit A which is attached hereto, made a part hereof, and incorporated herein.
- Section 2: All prior ordinances or parts thereof inconsistent with any provision of this ordinance are hereby repealed.
- Section 3: This ordinance shall be in full force and effect from and after its passage, approval by the Mayor, publication, and recording, all as by law provided.

ADOPTED by the Common Council and APPROVED by me, as Mayor, this 10<sup>th</sup> day of April, 2000, at 7:10 p.m.

  
John S. Burkhart, Mayor  
City of Scymour, Indiana



ATTEST:

*Fred D Lewis*

Fred D Lewis, Clerk-Treasurer  
City of Seymour, Indiana

Passed First Reading: 1/24/00

Passed Second Reading: 4/10/00

	First	Second
	Y N	Y N
Lloyd Hudson	<u>✓</u>	<u>✓</u>
Woodrow DeZarn, Jr.	<u>✓</u>	<u>✓</u>
Mary L. Voss	<u>✓</u>	<u>ABSENT</u>
Dexter Steele	<u>✓</u>	<u>ABSENT</u>
Jeff Joray	<u>✓</u>	<u>ABSENT</u>
James Rebber	<u>ABSENT</u>	<u>✓</u>
Michael Jordan	<u>✓</u>	<u>✓</u>

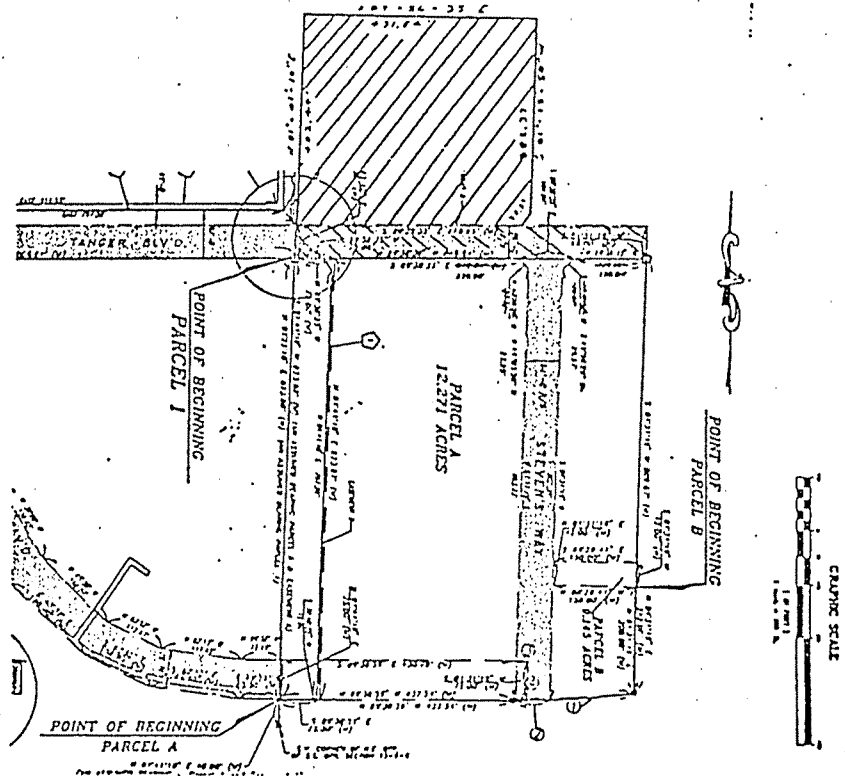
200002718

Recorded and Filed 4-27, 2000  
at 13:16:14 o'clock P. M and recorded in  
Record 53 Page 390-392  
Fee 13.00

*Sarah M. Benter*  
Jackson County Recorder

THIS PROPERTY DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER  
THIS 27 DAY Apr. 2000

*Don J. Stahl*  
AUDITOR JACKSON COUNTY



A part of the East Half of Section 15, Township 6 North, Range 6 East, Jackson County, Indiana more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 15; thence North 01 degrees 41 minutes 10 seconds East (assumed bearing) 872.68 feet to a found iron pin on the south right-of-way of Tanger Boulevard, being also the point of beginning; Thence along the East line of the "Tanger Factory Outlet Right-of-way and Easement Plat" as recorded in plat Record 7, Page 137 in the Jackson County Recorders Office, North 01 degrees 41 minutes 10 seconds East 66 feet to a found railroad spike on the North right-of-way of Tanger Boulevard. Thence South 89 degrees 38 minutes 35 seconds East along the North right-of-way line of Tanger Boulevard 648.85 feet; thence South 01 degrees 31 minutes 19 seconds West 66 feet to the South right-of-way line of Tanger Boulevard; thence along said line South 89 degrees 38 minutes 35 seconds West 649.04 feet to the point of beginning.

Also:

A part of the East Half of Section Fifteen (15), Township Six (6) North, Range Six (6) East, more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 15; thence North 01 degree 23 minutes 10 seconds East (assumed bearing) 872.68 feet to a found iron pin on the South right-of-way of Tanger Boulevard; thence along the East line of the "Tanger Factory Outlet Right-of-Way and Easement Plat" as recorded in plat Record 7, Page 137 in the Jackson County Recorder's Office, North 01 degrees 41 minutes 10 seconds East 66.00 feet to a found railroad spike on the North right-of-way of Tanger Boulevard, being also the point of beginning; thence continuing North 01 degrees 41 minutes 10 seconds East 402.44 feet to a set iron pin; thence South 89 degrees 56 minutes 35 seconds East 431.84 feet to a set iron pin; thence South 01 degrees 15 minutes 50 seconds West 382.37 feet to a set iron pin; thence South 45 degrees 39 minutes 38 seconds West 28.58 feet to a set iron pin; thence North 89 degrees 56 minutes 35 seconds West 414.81 feet to the point of beginning, containing 3.997 acres, more or less.